THE CITY OF CHARLOTTE MICHIGAN

PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. **Tuesday** November 12, 2024

Interested persons can participate in-person or via Zoom
Connect to Zoom from your computer, tablet, or smartphone
Website: https://us02web.zoom.us/j/84282963478
One tap mobile: +16465588656,,84282963478#
Telephone: (312) 626-6799 Webinar ID: 842 8296 3478

1. **Call to Order**

2. **Roll Call**

3. **Invocation – Randy Royston, New Hope Community Church**

4. **Pledge of Allegiance**

5. **Approval of Minutes**
   a. October 28, 2024 Regular Council Meeting

6. **Absence of Council Members**

7. **Public Comment -** Limit presentation to five (5) minutes. Attendees desiring to address council who are participating with ZOOM may raise your hand now or if attending via a phone call, press *9 (star nine) on your keypad

8. **Approval of Agenda**

9. **Communications and Committee Reports**
   a. City Attorney Report
   b. Councilmember Committee Reports

10. **Consent Agenda**
    a. Approval of Claims and Expenditures totaling $466,176.81
    b. Approval of Mayoral Appointments

11. **Business Agenda**
    a. Consider approval of a sealed bid contract with Mannick Smith Group in the amount of $11,820 for Oak Park Preliminary Design Services

b. Consider approval of a sealed bid contract with Prein and Newhof for Airport Engineering Services
c. Consider approval of the FY24 COPS Office Technology and Equipment Program (TEP) reimbursement grant in the amount of $720,000, authorize administration to accept the grant and proceed with the purchase of the related equipment
d. Council discussion: Street Maintenance Program Review

12. Public Comment - Limit presentation to five (5) minutes. Attendees desiring to address council who are participating with ZOOM may raise your hand now or if attending via a phone call, press *9 (star nine) on your keypad

13. Staff Comments

14. Mayor and Council Comments

15. Adjourn

~Mary LaRocque, City Clerk

ADDRESSING THE CITY COUNCIL

Comments shall be made only during times set aside for that purpose.
Each citizen may speak for up to 5 minutes during each public hearing and comments period.
Comments made during public hearings shall be relevant to the subject of the public hearing.
Comments shall be made from the podium unless otherwise directed by the Mayor.
Comments shall be directed to the Mayor and Council members.
Speakers shall begin by stating their name and indicate if they are a resident or non-resident of the City.
Speakers shall refrain from using vulgarity, hate speech or "fighting words."

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Regular Council Meeting 7:00 p.m.
October 28, 2024

CALL TO ORDER:

By Mayor Lewis on Monday October 28, 2024 at 7:00 p.m.

ROLL CALL:

Mayor Lewis, Mayor Pro-Tem Duweck, Council members, Fullerton, Christensen, Rodriguez, Scott and Chin. A quorum was met

City staff in attendance; City Clerk LaRocque, City Manager Hillard, and City Attorney Revore. In the audience, Karen Lancaster of The Woodhill Group and Fire Chief Christiansen

INVOCATION:

Chuck Jensen, West Carmel Church

PLEDGE OF ALLEGIANCE:

Led by Lewis

APPROVAL OF MINUTES:

a. October 14, 2024 Regular Council Meeting Minutes

Council added the title "Charlotte Rising Director" to the public comment made by Annie Williams

Motion by Chin supported by Duweck to approve the October 14, 2024 Regular Council Meeting Minutes, as amended. Carried; Yea 7; Nay 0; Absent 0

ABSENCE OF COUNCIL MEMBERS:

All present

PUBLIC COMMENT:

John Laupp, resident. Provided wrap-up comments on the Shadow Season activities

JoDee Pruden, resident – waiting for instruction from the Council on addressing public comment questions and shared her concerns with the downtown snow removal contract.

APPROVAL OF AGENDA:

Motion by Scott supported by Chin to approve the agenda, Carried; Yea 7; Nay 0; Absent 0

COMMUNICATIONS AND COMMITTEE REPORTS:

a. City Manager Report

Hillard provided the Council a brief review of his meetings with various stakeholders, the fall leaf pickup schedule, and framework document.

b. Quarterly Financial Report

Lancaster provided council a brief review of the financials and answered various questions asked by the Council.

c. Proclamation – Family Court Awareness Month

Motion by Chin supported by Duweck to approve the proclamation of the month of November as Family Court Awareness Month, carried by roll call vote; Yea 6; Nay 1 (Rodriguez); Absent 0

d. Councilmember Committee Reports

Christensen – Planning Commission – Public Hearing on the Master Plan scheduled for the November 6th meeting

Scott – CARC – A complete turnover of the organization is expected (with this coming election) along with new ideas.

Chin – EATRAN – A grant was received to add transportation services intended to accommodate the 3rd shift Delta Amazon plant. Ridership continues to grow from Charlotte to Lansing route, working on publicity plan, plans moving forward for the bus shelter at Courthouse Square.

CONSENT AGENDA:

a. Approval of Claims and Expenditures totaling $398,563.11

Motion by Duweck and supported by Chin to approve the consent agenda. Carried; Yea 7 Nay 0; Absent 0

BUSINESS AGENDA:

a. Consider Resolution 2024-40 To place delinquent payments for snow removal and to place those delinquent properties on the December property tax roll within the City of Charlotte

Motion by Chin supported by Fullerton to approve Resolution 2024-40 To place delinquent payments for snow removal and to place those delinquent properties on the December property tax roll within the City of Charlotte Carried; Yea 7; Nay 0; Absent 0

b. Consider Resolution 2024-41 To amend the operating and capital budget appropriation of funds fiscal year 2024-2025

Motion by Fullerton supported by Christensen to amend the resolution to remove the payments to Rowe. Carried by roll call vote; Yea 7; Nay 0; Absent 0

Motion by Scott supported by Duweck to approve Resolution 2024-41 (as amended) To amend the operating and capital budget appropriation of funds fiscal year 2024-2025. Carried by roll call vote; Yea 7; Nay 0; Absent 0

c. Consider approval of the 2025 benefits for employee health care plans; Blue Care Network (BCN), Delta Dental and Vision Service Plan (VSP)

Motion by Fullerton supported by Scott to approve the 2025 benefits for employee health care plans; Blue Care Network (BCN), Delta Dental and Vision Service Plan (VSP). Carried by roll call vote; Yea 7; Nay 0; Absent 0

d. Consider approval of a sealed bid contract with Spalding DeDecker in the amount of $72,192.00 for public works director services

Motion by Duweck supported by Scott to approve a sealed bid contract with Spalding DeDecker in the amount of $72,192.00 for public works director services. Carried; Yea 7; Nay 0; Absent 0

e. Consider approval of a sealed bid contract with Eric Rogers LLC in the amount of $42,500 for the airport snow removal for the runway and other areas

Motion by Duweck supported by Fullerton to approve a sealed bid contract with Eric Rogers LLC in the amount of $42,500 for the airport snow removal for the runway and other areas. Carried; Yea 7; Nay 0; Absent 0

f. Consider approval of a sealed bid contract with Jett Pump & Valve in the amount of $38,530.97 for the replacement and installation of two (2) vertical dry-pit sewage pumps

Motion by Chin supported by Scott to approve a sealed bid contract with Jett Pump & Valve in the amount of $38,530.97 for the replacement and installation of two (2) vertical dry-pit sewage pumps. Carried; Yea 7; Nay 0; Absent 0

g. Consider approval of a sealed bid contract with Trojan Technologies in the amount of $18,442.60 for Trojan UV Lamps, Sleeves and Seals

Motion by Chin supported by Christensen to approve a sealed bid contract with Trojan Technologies in the amount of $18,442.60 for Trojan UV Lamps, Sleeves and Seals. Carried; Yea 7; Nay 0; Absent 0

h. Consider approval of the sealed bid contract with Axes and Irons in the amount of $21,797.56 for the purchase of Turnout Gear and Fire Boots

Motion by Christensen supported by Rodriguez to approve a sealed bid contract with Axes and Irons in the amount of $21,797.56 for the purchase of Turnout Gear and Fire Boots. Carried; Yea 7; Nay 0; Absent 0

i. Consider approval of the sealed bid contract with Eric Rogers LLC in the amount of $18,400 for downtown snow removal

Motion by Duweck supported by Chin to approve a sealed bid contract with Eric Rogers LLC in the amount of $18,400 for downtown snow removal. Carried; Yea 7; Nay 0; Absent 0

j. Consider approval of a $1,500 quarterly stipend for the VFD Deputy Fire Chief

Motion by Chin supported by Duweck to approve a $1,500 quarterly stipend for the VFD Deputy Fire Chief. Carried; Yea 7; Nay 0; Absent 0

k. Consider approval of the land split for the Fire Department training facility.

Motion by Chin supported by Scott to approve the land split for the Fire Department training facility. Carried; Yea 7; Nay 0; Absent 0

PUBLIC COMMENT:

No comments

STAFF COMMENTS:

No comments

MAYOR AND COUNCIL COMMENTS:

Scott – Hi is glad to be back

Chin – He provided an update regarding the ARPA fund rules and proposed that the administration move forward with audio-visual improvements in the Council Chambers which received unanimous support from the Council.

Rodriguez – He supports the overall intent of the proclamation but has expressed concerns about some specific points, particularly regarding the situations and individuals mentioned within it.

Christensen – He attended the (Shadow Season) Masquerade party, which was a great success and well attended. He recognized First Responders Day and spoke with Hillard regarding his concerns with downtown snow removal. He also commended the DPW for their excellent work in taking down an oak tree on Shaw Street and for the sidewalk repair. He thanked all who attended.

Fullerton – The bridge at South Cochran is expected to be open by the end of the week.

Duweck – He encouraged everyone to avoid calling the Clerk's office until after next week (laughter) as her hands are full preparing for the General Election and wished her good luck.

Lewis – Congratulations to Clerk LaRocque and staff for maintaining order during this busy time.

ADJOURN:

Motion by Christensen supported by Scott to adjourn the meeting at 8:45 p.m. Carried; Yea 6; Nay 0; Absent 1

Respectfully submitted,
Mary LaRocque, City Clerk

McGinty, Hitch, Person, Anderson & Revore, P.C.
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LANSING, MICHIGAN 48911
TELEPHONE (517) 351-0280
FAX (517) 351-3583
www.mcgintylaw.com

MEMORANDUM

TO: Charlotte City Council

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

RE: CITY ATTORNEY REPORT – October 2024 Through November 8, 2024

DATE: November 8, 2024

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

1. Cannabis: Work with City officials considering potential further development.

2. Ordinances:

   a. Prepare for introduction a draft Ordinance to amend City Code § 52-26 Public Nuisance Defined and Prohibited.

   b. Ordinance to adopt 2021 International Fire Code to coordinate with the City's adoption of the 2021 Internation Property Maintenance Code.

   c. Resume review of City ordinances for update revisions.

3. District Court. Prosecute misdemeanor offenses.

4. Code Enforcement. Continued work with Mr. Hillard, Tyger Fullerton, and Dan Daly regarding Code Enforcement.

5. HUD cases 05-23-0013-V, 05-23-0013-8, 05-23-5410-V. Conclude Agreement. Work with City officials for implementation.

6. Review Bankruptcy documents. (Linear Mold & Engineering LLC)

7. Review Petition, and prepare and file with Tax Tribunal City's Answer, Appearance and Proof of Service. Shyft Group, Inc. - MTT No. 24-2188-TT.

8. Communications with City Manager, Chief of Police, Clerk, and Airport Manager.

DMR

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: November 06, 2024
Re: Claims and Expenditures for Council approval on Tuesday November 12, 2024

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 City Manager 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

HRA Insurance claims week of October 28, 2024	$ 935.77
HRA Insurance Claims week of November 4, 2024	$ 1,501.39
Payroll paid Friday November 01, 2024	$253,846.32
Invoiced claims as of November 06, 2024	$209,893.33
Total	**$466,176.81**

Suggested Motion
Motion to approve Claims and Expenditures in the amount of **$466,176.81**

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 10/24/2024 - 11/06/2024
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Vendor Code	Vendor Name / Invoice	Description	Amount
01683	ACD.NET		
	81518/-288	NOVEMBER 2024	699.00
	91177-140	NOVEMBER 2024 WASTE TREATMENT	565.84
TOTAL FOR: ACD.NET			1,264.84
02015	ADVANTAGE FLEET, LLC		
	1144	ROAD FLARES, FLARE KIT	185.00
TOTAL FOR: ADVANTAGE FLEET, LLC			185.00
01673	ALEXANDER CHEMICAL CO		
	87640	FERRIC CHLORIDE	11,311.71
TOTAL FOR: ALEXANDER CHEMICAL CO			11,311.71
01672	ALL AUTOMOTIVE EQUIPMENT INC		
	17533	INSPECTION, MOBILE COLUMN LIFTING STATION	360.00
TOTAL FOR: ALL AUTOMOTIVE EQUIPMENT INC			360.00
01982	ALS GROUP USA, CORP		
	3313HN16509	WET TEST	945.00
TOTAL FOR: ALS GROUP USA, CORP			945.00
01668	ALTA EQUIPMENT COMPANY		
	SP2/142703	SPRING ANCHOR, SPRING, BRAKE BAND PARK,LEVER,SCRAPER	1,440.40
TOTAL FOR: ALTA EQUIPMENT COMPANY			1,440.40
01764	AMAZON CAPITAL SERVICES		
	167R-FGKD-FGHL	ACCOUNT # A264N6SLCWDWHU (HAZMAT SUPPLIES)	77.94
	174P-MT6K-J3N1	ACCOUNT # A264N6SLCWDWHU (CLOROX DISINFECTANT WIPES)	31.56
	17CJ-3XJP-CJGM	ACCOUNT # A264N6SLCWDWHU (12V SLA BATTERIES)	69.28
	1C9P-76N3-RVN9	ACCOUNT # A264N6SLCWDWHU (HEPA FOAM FILTER SET)	27.74
	1DF9-TFQC-CRFC	ACCOUNT # A264N6SLCWDWHU (WADERS)	217.76
	1DQQ-CHM9-JHL	ACCOUNT # A264N6SLCWDWHU (PUMP SPRAYER)	54.00
	1DRL-D9RF-9KJ6	ACCOUNT # A264N6SLCWDWHU (MAINTENANCE KIT FOR LASER PRINTER)	159.95
	1H9T-GHC1-LLH9	ACCOUNT # A264N6SLCWDWHU (TONER CARTRIDGES)	111.18
	1JKW-HTRD-94XT	ACCOUNT # A264N6SLCWDWHU (DERRICK V. BOOTS)	129.99
	1KJF-YNQP-LP4M	ACCOUNT # A264N6SLCWDWHU (CLOROX DISINFECTANT WIPES)	16.62
	1LH1-RDHC-47FQ	ACCOUNT # A264N6SLCWDWHU (TIRE REPAIR KIT)	211.79
	1NDK-7G1L-9K7T	ACCOUNT # A264N6SLCWDWHU CPAP MASK WIPES FOR MASK	29.97
TOTAL FOR: AMAZON CAPITAL SERVICES			1,137.78
02036	AMAZON CAPITAL SERVICES		
	1LRF-KVN9-6J77	ACCT # A1K517P63NLQUT(POLICE) PRINTER PAPER, SHARPIE MARKERS, KLEENEX	174.85
	1M1Y-TQJV-19WG	ACCT # A1K517P63NLQUT(POLICE) CAR BATTERY JUMP STARTER	196.98
	1RY1-MH9K-CQDY	ACCT # A1K517P63NLQUT(POLICE) (55 INCH SMART LED ROKU, 6 PACK ADJUSTABLE SAFETY STRAPS)	742.75
TOTAL FOR: AMAZON CAPITAL SERVICES			1,114.58

Vendor Code	Vendor Name / Invoice	Description	Amount
01665	AMBS MESSAGE CENTER INC.		
	241001123	USAGE PERIOD 10.01.2024 - 10.31.2024	116.50
TOTAL FOR: AMBS MESSAGE CENTER INC.			116.50
02108	ASSESSING SOLUTIONS INC.		
	NOVEMBER	ASSESSING SERVICES FOR FISCAL YEAR 2025	3,750.00
TOTAL FOR: ASSESSING SOLUTIONS INC.			3,750.00
02030	AVERY OIL & PROPANE, INC		
	12041178	CAMP FRANCES- ACCT# 12041178 (TANK RENTAL FEE)	75.00
TOTAL FOR: AVERY OIL & PROPANE, INC			75.00
01622	AXON ENTERPRISE INC		
	.INUS285459	YEAR 5 OF 5 OF CONTRACT	37,333.33
TOTAL FOR: AXON ENTERPRISE INC			37,333.33
01576	BOUND TREE		
	85536559	MEDICAL SUPPLIES	1,086.62
	85543016	MEDICAL SUPPLIES	534.05
TOTAL FOR: BOUND TREE			1,620.67
02142	BRONNER'S COMMERCIAL DISPLAY		
	INV49263	CHRISTMAS LIGHTS COURTHOUSE SQUARE	3,919.34
TOTAL FOR: BRONNER'S COMMERCIAL DISPLAY			3,919.34
01555	BYRUM ACE HARDWARE		
	402699	BATTERIES	25.99
	403789	BELT	13.98
	403855	BREAKER FOR LIGHTS PUMP HOUSE	35.98
	404010	FASTENERS	6.79
	404330	DISH SOAP,TRASH BAGS	33.57
	404413	DISHWASHER MAGIC	11.98
	404443	SAMPLE LINE REPAIR	47.97
	404996	TRANSFER PUMP, SWIVEL HOSE	296.17
	405347	PAINTING SUPPLIES	33.96
	405796	PAINT THINNER,BLACK SILICONE ADHESIVE, CLEARWELD EPOXY	50.57
	406859	TAPE MEASURER,JOINT COMPUND,COAT HOOK, THREAD TAPE, GAL	300.49
TOTAL FOR: BYRUM ACE HARDWARE			857.45
01910	CGS, INC.		
	5528	TRAINING FOR WATER AND WASTEWATER GUYS	2,074.82
TOTAL FOR: CGS, INC.			2,074.82
01457	CHROUCH COMMUNICATIONS		
	12691100	SERVICE & LABOR FOR FUSE PANEL ON CPD VEHICLE	177.00
	12691200	SERVICE CALL & LABOR	140.00
TOTAL FOR: CHROUCH COMMUNICATIONS			317.00

Vendor Code	Vendor Name / Invoice	Description	Amount
01520	CITY OF CHARLOTTE		
	01869-11.01.2024	111 E LAWRENCE	2,485.86
	03389-11.05.2024	201 HALL ST	167.91
	07445-11.05.2024	1005 PAINE DR	217.27
	07446-11.05.2024	1005 PAINE DR	327.54
	07447-11.05.2024	PAINE 2	4,526.51
	07448-11.05.2024	1005 PAINE DR 3	1,125.48
TOTAL FOR: CITY OF CHARLOTTE			8,850.57
01486	CONSULTANTS ON CALL, LLC		
	2024-20383	MANAGED SERVICES	2,800.00
TOTAL FOR: CONSULTANTS ON CALL, LLC			2,800.00
01446	CUSTOM TRUCK ONE SOURCE		
	2024007168301	SINGLE STICK CONTROL ASSEMBLY, LESS BOOT,ELEMENT FILTER	3,048.74
TOTAL FOR: CUSTOM TRUCK ONE SOURCE			3,048.74
01429	DELAU FIRE & SAFETY INC		
	378280	FIRE EXTINGUISHERS	1,658.50
	71545	ANNUAL INSPECTION OF FIRE ALARM	200.00
TOTAL FOR: DELAU FIRE & SAFETY INC			1,858.50
01428	DELTA DENTAL PLAN OF MICHIGAN		
	RIS0006032157	BILLING PERIOD 11/01/2024 - 11/30/2024	4,778.33
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN			4,778.33
01380	EDWARDS INDUSTRIAL SALES		
	3394804	RETURN A COOLING FAN	(78.20)
TOTAL FOR: EDWARDS INDUSTRIAL SALES			(78.20)
01957	EGANIX		
	21758	F.O.G. TREATMENT	2,940.00
TOTAL FOR: EGANIX			2,940.00
01381	ELECTRICAL TERMINAL SERVICES		
	1816270-01	HOSE CLAMPS	24.37
TOTAL FOR: ELECTRICAL TERMINAL SERVICES			24.37
01365	ETNA SUPPLY		
	S105937015.001	DROP IN WATER LIDS	1,554.00
	S105938558.001	TYLER VB24 EXTENSION	394.20
TOTAL FOR: ETNA SUPPLY			1,948.20
00538	EXOTIC AUTOMATION & SUPPLY		
	I1718670	FITTINGS, FEMALE SEAL LOK,PROTECTIVE SLEEVE	636.37
TOTAL FOR: EXOTIC AUTOMATION & SUPPLY			636.37
01358	FAMILY FARM & HOME		
	001916/C	ROPE CLIP	11.17
TOTAL FOR: FAMILY FARM & HOME			11.17
01964	FERGUSON ENTERPRISES, LLC # 2000		
	0210514	BRASS TEE	142.37
TOTAL FOR: FERGUSON ENTERPRISES, LLC # 2000			142.37

Vendor Code	Vendor Name / Invoice	Description	Amount
01343	FISH WINDOW CLEANING		
	2883-45470	OUTDOOR WINDOW CLEANING AT CITY HALL	650.00
TOTAL FOR: FISH WINDOW CLEANING			650.00
01339	FLEETPRIDE		
	120955875	MALE CONNECTORS	24.69
TOTAL FOR: FLEETPRIDE			24.69
01322	GALE BRIGGS, INC.		
	M2150	CONCRETE, LIMESTONE IN CONCRETE	216.25
TOTAL FOR: GALE BRIGGS, INC.			216.25
01308	GRAINGER PRODUCTS		
	9284850147	ALOY STEEL	64.92
	9293048998	UNDERGROUND FLANGED RADIAL BALL	35.39
TOTAL FOR: GRAINGER PRODUCTS			100.31
01297	H2O COMPLIANCE SERVICES INC		
	00009796	CROSS CONNECTION OCTOBER 1 -31 , 2024	1,217.70
TOTAL FOR: H2O COMPLIANCE SERVICES INC			1,217.70
01438	HASSEL FREE FUELS		
	CFSI-11348	ACCOUNT # 010109 (FIRE) FUEL	1,318.61
TOTAL FOR: HASSEL FREE FUELS			1,318.61
02037	HASSEL FREE FUELS		
	CFSI-11296	ACCNT #010107 (DPW/WWTP) FUEL	858.24
TOTAL FOR: HASSEL FREE FUELS			858.24
01242	JACK DOHNEY COMPANIES, INC		
	223340	RETURN OF DEBRIS HOSE	(400.97)
	245127	COMFORT-GRIP KNURLED -RIM KNOB	9.00
TOTAL FOR: JACK DOHNEY COMPANIES, INC			(391.97)
01207	KENNEDY INDUSTRIES INC.		
	642744	BACKWASH AND DRAIN PIT, ANNUAL PREVENTATIVE MAINTENANCE	2,400.00
TOTAL FOR: KENNEDY INDUSTRIES INC.			2,400.00
01883	KENYON AND SONS LLC		
	#28-10/26/2024	OCTOBER 20 TO 26	4,660.00
TOTAL FOR: KENYON AND SONS LLC			4,660.00
01199	KIMBALL MIDWEST		
	102710373	WIRE SEAL, TERMINAL	121.75
TOTAL FOR: KIMBALL MIDWEST			121.75
01182	LANSING UNIFORM CO.		
	104250-B	NAME TAGS, UNIFORM CLOTHES FOR T.GARDENER	329.85
	104898-B	PULLOVER UNIFORM SHIRTS	224.85
TOTAL FOR: LANSING UNIFORM CO.			554.70

Vendor Code	Vendor Name / Invoice	Description	Amount
01173	LEA'S AUTO BODY		
	8950	MOUNT AND BALANCE 4 TIRES 2021 TAHOE	70.90
	8952	MOUNT AND BALANCE 4 TIRES & OIL CHANG	149.01
TOTAL FOR: LEA'S AUTO BODY			219.91
02016	MACQUEEN EMERGENCY		
	P27428	SB SEGMENT SET SHIPPER	1,313.68
	P27524	DIRT SHOE,ANGLE CLAMP,	179.48
TOTAL FOR: MACQUEEN EMERGENCY			1,493.16
01137	MCGINTY, HITCH, PERSON, ANDE., P.C.		
	11.01.2024	SERVICE THRU 11.31.2024	15,741.48
TOTAL FOR: MCGINTY, HITCH, PERSON, ANDE., P.C.			15,741.48
01933	MES LIFE SAFETY, LLC		
	04253623	MULTIGAS PREVENTATIVE MAINTENANCE	304.21
TOTAL FOR: MES LIFE SAFETY, LLC			304.21
01102	MICHIGAN COMPANY, INC.		
	0000298-909848	DISINFECTANT CLEANER	129.86
TOTAL FOR: MICHIGAN COMPANY, INC.			129.86
01082	MICHIGAN NETWORK CONSULTANTS		
	2024-20381	CONTRACT FOR PROFESSIONAL IT SERVICES WEEKLY VISIT 10/28/2024	1,250.00
	2024-20382	CONTRACT FOR PROFESSIONAL IT SERVICES	1,250.00
TOTAL FOR: MICHIGAN NETWORK CONSULTANTS			2,500.00
01922	MICHIGAN STATE FIREMEN'S ASSOCIATIO		
	11.05.2024	2025 MEMBERSHIP RENEWAL	75.00
TOTAL FOR: MICHIGAN STATE FIREMEN'S ASSOCIATIO			75.00
01079	MISSION COMMUNICATIONS LLC		
	1093353	ANNUAL RENEWAL LIFT STATION MONITORING	2,709.00
TOTAL FOR: MISSION COMMUNICATIONS LLC			2,709.00
02103	MUNIVATE LLC		
	1133	CODE OFFICER BSA TRAINING	2,253.46
TOTAL FOR: MUNIVATE LLC			2,253.46
01536	NAPA MPEC		
	272599	DIESEL EXHAUST FLUID	334.99
	273378	SWITCH	13.64
	273416	OIL FILTERS	71.04
TOTAL FOR: NAPA MPEC			419.67
01021	NORTHERN SAFETY CO., INC.		
	906499023/103148	POISON OAK/IVY CLEANSER	13.04
TOTAL FOR: NORTHERN SAFETY CO., INC.			13.04
02009	PRECISE EXCAVATING, INC		
	24-2040	NEW WATER SERVICE FOR 441 PRAIRIE ST	3,073.60
TOTAL FOR: PRECISE EXCAVATING, INC			3,073.60

Vendor Code	Vendor Name / Invoice	Description	Amount
01908	QUADIENT LEASING USA, INC.		
	17526512	SURE SEAL SOLUTION FOR POSTAGE MACHINE	31.35
TOTAL FOR: QUADIENT LEASING USA, INC.			31.35
01418	REINALT-THOMAS CORPORATION		
	6534282	8 TIRES FOR POLICE VEHICLES	1,458.96
TOTAL FOR: REINALT-THOMAS CORPORATION			1,458.96
01006	SANDRA OSBORN		
	10.30.2024	2024 MAA FALL SCHOOL OCT 22-OCT 25,2024	362.31
TOTAL FOR: SANDRA OSBORN			362.31
00896	SHERWIN WILLIAMS 1263		
	5302-0	PAINT FOR PLANT	767.13
TOTAL FOR: SHERWIN WILLIAMS 1263			767.13
00869	SPARTAN TOOL		
	IN00168565	PRESSURE TRANSMITTER, MALE COUPLING, BEARING THRUST	1,260.31
TOTAL FOR: SPARTAN TOOL			1,260.31
00861	STANDARD LIFE INSURANCE CO		
	00 646882 0001N	2024 NOVEMBER	1,494.54
TOTAL FOR: STANDARD LIFE INSURANCE CO			1,494.54
01108	STATE OF MICHIGAN		
	591-11282037	AERO LOC SPONSOR DEPOSIT	2,842.75
TOTAL FOR: STATE OF MICHIGAN			2,842.75
01424	STATE OF MICHIGAN		
	761-11239574	WSSN:01340; CHARLOTTE CITY OF	3,071.75
TOTAL FOR: STATE OF MICHIGAN			3,071.75
00848	SUPERFLEET MASTERCARD PROG.		
	FB749-11.01.2024	FUEL POLICE	3,426.39
TOTAL FOR: SUPERFLEET MASTERCARD PROG.			3,426.39
00825	T.H. EIFERT, INC.		
	134969	REPAIR OF TORQUE TUBE	29,600.00
TOTAL FOR: T.H. EIFERT, INC.			29,600.00

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 10/24/2024 - 11/06/2024
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Vendor Code	Vendor Name / Invoice	Description	Amount
01465	THE COUNTY JOURNAL		
	282676	DPW LABORER AD	97.00
	282677	DPW LABORER ADD	97.00
	282678	DPW LABORER	97.00
	282679	DPW LABORER	97.00
	282694	DEPUTY TREASURER POSITION	106.60
	282695	DEPUTY TREASURER POSITION	106.60
	282696	DEPUTY TREASURER POSITION	106.60
	282697	DEPUTY TREASURER POSITION	106.60
	282887	PUBLIC ACCURACY TEST	80.30
	282947	PLANNING COMMISSION HEARING NOTICE	99.50
	282948	PLANNING COMMISSION HEARING NOTICE	99.50
	282949	PLANNING COMMISSION HEARING NOTICE	99.50
	282950	PLANNING COMMISSSION HEARING NOTICE	99.50
	282976	FALL LEAF COLLECTION	116.20
	283341	SEALED BIDS REQUEST WALNUT STREET ENGINEERING	128.30
	283342	SEALED BIDS OAK PARK DESIGN	109.10
	283343	SEALED BIDS REQUEST TURNOUT GEAR	99.50
	283344	ENGINEERING SERVICES RFQ AIRPORT DEVELOPMENT	224.54
	283345	SEALED BIDS REQUEST COMBS INDUSTRIAL PARK STREET	109.10
	283346	SEALED BIDS REQUEST TROJAN UV LAMPS	99.50
	283347	SEALED BIDS REQUEST IT MANAGED SERVICE PROVIDER	118.70
	283396	SEALED BIDS REQUEST DDA STRATEGIC/ TIF PLAN	109.10
TOTAL FOR: THE COUNTY JOURNAL			2,406.74
02004	THE RAPID GROUP, LLC		
	168081	SHRED CONTAINER	25.00
TOTAL FOR: THE RAPID GROUP, LLC			25.00
02085	THE WOODHILL GROUP, LLC		
	2342	ESTIMATE OF FISCAL YEAR 2025 SERVICES THROUGH 12/31/2024	20,852.12
TOTAL FOR: THE WOODHILL GROUP, LLC			20,852.12
00820	TRACE ANALYTICAL LABORATORIES		
	4110001	WATER QUALITY ANALYSIS	125.50
TOTAL FOR: TRACE ANALYTICAL LABORATORIES			125.50
00791	USA BLUE BOOK		
	INV00515739	HOSE	742.45
TOTAL FOR: USA BLUE BOOK			742.45
00778	VISION SERVICE PLAN		
	821480235	NOVEMBER 2024 VISION SAFETY	502.77
	821480256	2024 NOVEMBER	813.80
TOTAL FOR: VISION SERVICE PLAN			1,316.57
00777	WALDRON FUELS		
	6798	FUEL	1,041.52
TOTAL FOR: WALDRON FUELS			1,041.52
01798	WEILER EXCAVATION LLC		
	2391	REPLACE WATER @ 339 HIGH ST	3,440.00
TOTAL FOR: WEILER EXCAVATION LLC			3,440.00

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 10/24/2024 - 11/06/2024
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Vendor Code	Vendor Name / Invoice	Description	Amount
00761	WILLIAMS FARM MACHINERY, INC.		
	29877	DOWNTOWN AIR HOSE REEL	45.61
	29880	CHAINS SPRO	56.99
	30291	CHAIN	18.84
TOTAL FOR: WILLIAMS FARM MACHINERY, INC.			121.44
02013	WOW! BUSINESS		
	0201302580	INTERNET GARAGE	59.99
TOTAL FOR: WOW! BUSINESS			59.99
TOTAL - ALL VENDORS			209,893.33

PAYMENT TYPE TOTAL

Paper Check	194,267.12
EFT Transfer	15,626.21

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: November 12, 2024
Re: Staff report on Mayoral appointments to boards and commissions.

Background
In accordance with Section 4.4 (7) of the City Charter, the Mayor shall make appointments of members to the boards and commissions of the city which are authorized by law or direction of the Council.

Recommendation
It is recommended that Council approves the following Mayoral appointment(s);

NAME	BOARD/COMMISSION	EXPIRATION OF TERM
Curtis Scott	Ad Hoc Housing Committee	Term of office
Joe Chin, Jr	Ad Hoc Housing Committee	Term of office
Michael Duweck	Ad Hoc Housing Committee	Term of office

Financial Impacts
No financial impact

Suggested Motion
Motion to approve the Mayoral appointment(s) as outlined herein to their respective board or commission for the term of expiration given.

THE CITY OF
CHARLOTTE
MICHIGAN

Memo
To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 8, 2024
Re: Oak Park Preliminary Design - Mannick Smith Group

Background
The City Council approved in the City of Charlotte 2024/25 Fiscal Budget the Oak Park Preliminary Design. The scope of services includes coordinating with the Parks Advisory Board on identified improvements, preparing a preliminary design, providing cost estimates on improvements, and providing services to apply for grants to fund the final project. The City received five bids with the lowest coming from Mannick Smith Group in the amount of $11,820. The project will be scheduled from December through April. The objective will have the preliminary design completed in time to submit to the Eaton County Parks Grant Program in the Spring, as well as potentially other projects.

Financial Impact
The financial impact of the project would be $11,820. This is in the budget established by the City Council of $15,000.

Recommendation
Authorize the purchase of services with the Mannick Smith Group in the amount of $11,820, for the Oak Park Preliminary Design.

BID TABULATION SHEET

CITY OF CHARLOTTE

PROJECT NAME:	Oak Park Design Services
PROJECT NO:	
BID ISSUES DATE:	10/9/2024
BID OPENING DATE/TIME:	10/31/2024 4:00 p.m.

NAME/ADDRESS OF BIDDER	TOTAL BID AMOUNT	LOWEST
Mannik Smith Group Okemos, MI 48864	$ 11,820.00	
WC Fry Design Barrington, IL 60010	$ 13,400.00	
Spalding DeDecker Lansing, MI 48933	$ 13,500.00	
Metro Consulting Associates, LLC Plymouth, MI 48170	$ 14,000.00	
DLZ Lansing, MI 48911	$ 14,500.00	

2193 Association Drive, Suite 200, Okemos, Michigan 48864 Tel: 517.316.9232 / 517.316.9233

October 31, 2024

Mary LaRocque, City Clerk
City of Charlotte
111 E. Lawrence Street
Charlotte, MI 48813

RE: City of Charlotte, Michigan Oak Park Design Services

Dear Clerk LaRocque:

The Mannik & Smith Group, Inc. (MSG) is pleased to submit a proposal for professional services to The City of Charlotte for Oak Park Design Services. Our knowledge of the City combined with our extensive experience in recreation and park planning, design and construction make us uniquely well-matched and well-qualified to assist the City in the development of Oak Park. We also have a very successful record of obtaining Michigan Department of Natural Resources (MDNR) grants, Transportation Alternative Program grants, and other sources of funding. In the last decade, MSG has achieved nearly $200 million in various grant-related projects for our clients.

MSG has been working with local governments for over 60 years and is well acquainted with master planning, design and long-range parks planning. Mike Hoffmeister, who will serve as the Project Manager, has over 15 years of experience in Parks and Recreation, local government administration and recreation planning and operations and has completed recreation plans for varying jurisdictions. Mike is a Certified Parks and Recreation Professional (CPRP) and is involved with state and national parks agencies including the Indiana Parks and Recreation Association, mParks, mParks Foundation and the National Recreation & Parks Association. Elsie Reyes, who will serve as the Landscape and Site Designer, provides a variety of services related to civil and municipal engineering projects. Elsie is experienced in landscape design and plant selection and has knowledge of native Ohio/Midwest ecologies. Her work includes site concept development, plant selection, and overall plan development. She has provided site development for a variety of projects, including retail development, residential, commercial sites, and stream restoration plantings. This work spans from conceptual planning through design development and construction management.

Our approach is to collaborate with the City and its residents to be responsive to the characteristics of each community thereby producing a clear and distinct vision for the future of each park design. Additionally, the Mannik & Smith Group has a comprehensive understanding of park and recreation industry standards, municipal finance and completion of infrastructure projects. We are enclosing a work plan, timeline, and budget for your review along with an agreement for services for your approval.

We look forward to discussing this further with you and appreciate the opportunity to submit this proposal.

Sincerely,

Mike Hoffmeister, CPRP
Project Manager

Todd Brown
Senior Associate

PROJECT UNDERSTANDING

The City of Charlotte is requesting professional service for the design of Oak Park. Scope services include coordinating and working with the Parks Advisory Board on identified improvements, preparing a preliminary design, providing cost estimates on identified improvements, and providing services to apply for grants to fund the final project. The City of Charlotte, jointly with Carmel and Eaton Townships, recently completed their 5-year Parks and Recreation Master Plan which identifies several park improvements throughout their system, including Oak Park.

Oak Park is a 1.54-acre neighborhood park located in the City of Charlotte, MI at the intersection of West Seminary and Clinton Streets. The goal of this project is to work with City staff, the Parks Advisory Board and neighborhood residents to identify park improvements and upgrades to the existing amenities including the gazebo, an old stone fountain, playground, trail system and more. Additionally, there may be potential for this park to host concerts or smaller events for the neighborhood. It has been made clear that the City nor the Parks Advisory Committee wish to install a bathroom facility at this park. Additional universal access components should be identified through this project.

Project Highlights

The main highlights associated with this planning effort include:

- A review of the City's most recent parks and recreation master plan as it relates to Oak Park.
- An assessment of Oak Park's amenities, deficiencies and needs.
- In-person public engagement opportunities to hear ideas and suggestions from residents.
- Engaging the City's Parks Advisory Board.
- The development of recommendations and an improvement plan for Oak Park.
- The development of a visual rendering and schematic plan options for Oak Park.
- Grant research and application assistance.

SCOPE OF WORK

The Mannik & Smith Group (MSG) understands that the City of Charlotte offers a unique opportunity to preserve, enhance and provide future direction for Oak Park. Our process will be rooted in the following principles:

- A design process that engages participants in a transparent and open process
- Consideration of all points of view to create a plan to develop and design Oak Park.
- Develop a realistic and phased approach to Oak Park improvements
- Recommend and consider design options that minimize maintenance
- Provide a design that promotes, recognizes and supports the character of the City of Charlotte.
- Collaborate with the City, residents and the Parks Advisory Board to offer our experience and insight as to best practices in parks and recreation design.
- Provide an exciting and engaging public engagement process which will yield designs that express the needs of the community.

Task 1. Project Kickoff

The Mannik & Smith Group will facilitate a kickoff meeting to review the scope of the project. We anticipate attendees of this meeting will include the MSG design team and City staff and any invited stakeholders.

1.1. Meet team members, stakeholders and key decision makers.

1.2. Review project schedules, deadlines and timelines.

1.3. Discuss community engagement strategy and finalize the project timeline.

1.4. Review existing Oak Park improvements and feedback identified in the 5-year Parks and Recreation Master Plan.

Task 1 Deliverable: Meeting minutes with items discussed and decisions reached.

Task 2. Public Engagement

The Mannik & Smith Group will facilitate two (2) public input sessions with the Parks Advisory Board, City staff and the residents of the City of Charlotte. The engagement of these groups is critical for the planning process and for the success of the planning effort. At the same time, public participation at this stage is essential in creating meaningful plans and can be used to build excitement and public support for the Oak Park project. All ideas, concerns and input will be discussed, analyzed and recorded. Examples of the items to be discussed about Oak Park include:

2.1. Desired amenities

2.2. Operational and Maintenance concerns

2.3. Park character, materials, context

2.4. Environmental, natural or physical constraints

2.5. Universal design and accessibility considerations

2.6. Sequencing, prioritizing and phasing of improvements

2.7. Park activation through special events and/or programming

2.8. Targeting of potential funding sources

Task 2 Deliverable: Meeting minutes with discussed items and decisions reached for each meeting. A prioritized list of improvements and features for Oak Park.

Task 3. Prepare Concept Plans

Using the feedback and input gathered from the various public engagement meetings, The Mannik & Smith Group will prepare two (2) alternative concepts for the park development. These concepts will include plans, sketches and images to illustrate the planned improvements so that they can be visualized and evaluated by the group. In addition, we will

provide a probable cost of construction for each concept so that economic feasibility and related discussions about grant funding can be a part of the concept considerations.

Task 3 Deliverable: Concept Plans with estimated cost of construction.

Task 4. Final Input and Review Session

Once the concept plans have been created and delivered, The Mannik & Smith Group will hold a final public input session at a Parks Advisory Board meeting to review the concepts and discuss the proposed ideas. The goal of the meeting will be to review final feedback, reactions and suggestions for revision and instructions to move forward to complete the final concept park development plan.

Task 4 Deliverable: Meeting minutes with items discussed and decisions reached.

Task 5. Prepare Final Park Development Plan

Based on the input gathered from the meetings with the Parks Advisory Board, The Mannik & Smith Group will refine the preferred concept and begin to develop more specific details and cost opinions for the development of the park including:

5.1 Final concept plan and sketches

5.2 Preliminary cost opinions and phasing plans including items identified.

5.3 Prioritized list of capital improvements for park amenities.

5.4 Identified funding or grant priority

Task 5 Deliverable: Final park plan documentation, cost opinions and prioritized improvement phasing.

Task 6. Grant Application Assistance

Based upon identified feedback from all previous public engagement, which will include the identification of potential grant funding opportunities, The Mannik & Smith Group will complete grant applications for the City of Charlotte for the Oak Park project. The grant identified as a priority by the City of Charlotte is the Eaton County Community Grant. We will ensure all grant criteria, supporting documents and application documents are completed. Other grant opportunities exist and could be explored, including Michigan Department of Natural Resources (MDNR) grants which are traditionally due on April 1 of each year.

Task 6 Deliverable: Completed grant applications for any and all grant submissions.

PROJECT SCHEDULE

We understand that the City expects the primary tasks of public engagement, and the development of the park plans to take approximately three (3) months. We anticipate our grant application support to be completed by April of 2025 as deemed by the grant application deadlines. We expect to discuss and finalize the specifics of the project schedule for the various input sessions during the kick-off meeting. Our proposed outline schedule follows. After we have kicked off the project to gain a better understanding of the City's goals, we will provide a much more detailed schedule with critical path and milestones. The below proposed plan is adaptable and can be modified as necessary.

Task	December 2024	January 2025	February 2025	March 2025	April 2025
1. Project Kick Off					
2. Public Engagement	PAB	PAB			
3. Prepare Concept Plans					
4. Final Input and Review Session			PAB		
5. Prepare Final Park Development Plan					
6. Grant Application Assistance					

PAB: Public meeting with the Parks Advisory Board

PROJECT HOURS AND FEE

We understand the City of Charlotte has a budget allocation for the purposes of this project. The Mannik & Smith Group propose providing our professional services to work with you to develop a plan and design for Oak Park as described above for a cost not-to-exceed $11,820. This includes regular or as-needed check-in meetings with City staff. Public meetings planned as part of this proposal are noted below. If additional meetings with other public bodies are desired, they would be billed at our hourly rates.

- Two (2) public engagement meetings with the Parks Advisory Board
- One (1) public final review meeting with the Parks Advisory Board

Task	Hours	Fee
1. Project Kick Off	4	$764
2. Public Engagement	16	$3,056
3. Prepare Schematic Plans	24	$3,480
4. Final Input and Review Session	6	$1,146
5. Prepare Final Park Development Plan	16	$2,228
6. Grant Application Assistance	6	$1,146
GRAND TOTAL	**72**	**$11,820**

Direct Contact Information
Mike Hoffmeister, CPRP
Central Michigan Municipal Leader
Mobile: (734) 219 – 4142
mhoffmeister@manniksmithgroup.com

The Mannik & Smith Group Office
2193 Association Drive
Suite 200
Okemos, MI 48864
517-316-9232

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event the client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: October 31, 2024

Proposal Number: OP2402311

CITY OF CHARLOTTE

Signature

Rob Hillard
Name (Printed)

City Manager
Title

Date

THE MANNIK & SMITH GROUP, INC.

Signature

Mike Hoffmeister
Name (Printed)

Central Michigan Municipal Leader
Title

October 31, 2024
Date

The Mannik & Smith Group, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions ("Terms") provide the terms and conditions pursuant to which The Mannik & Smith Group, Inc. ("MSG") will provide those certain services to you ("Client") for the project (hereinafter, "Project") set forth in the proposal issued to Client (the "Proposal") and as further described in the attached "Scope of Work." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Proposal or Scope of Work, as the case may be. The terms of the Proposal, the Scope of Work, and these Terms shall be collectively referred to herein as this "Agreement."

1. **Services:** MSG will perform the Scope of Work as set forth in the Proposal and in accordance with these Terms. MSG has developed the Scope of Work, schedule, and compensation based on Client provided information and various assumptions about Client's needs and preferences. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

The client further acknowledges that the Scope of Work was prepared at Client's request. In the event that the Scope of Work or a portion thereof was developed by a party other than MSG, MSG makes no claims as to its adequacy. Accordingly, Client acknowledges that MSG is forced to assume that the Scope of Work is fully adequate for Client's purposes. Client also understands that MSG assumes that Client has an alternative source from which to obtain any needed or desired services not listed.

2. **Additional Services:** The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services, and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

3. **Project Requirements:** The Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project and shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception and provide any reports, testing, and documents necessary for MSG to complete its Scope of Work. MSG, Client, and Client's Consultants shall coordinate Project related services. MSG shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by Client and Client's Consultants. However, MSG shall provide notice to the Client if MSG becomes aware of any error, omission or inconsistency in such services or information. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the Standard of Care as defined in Section 5 herein. Client's Consultants shall be properly licensed to practice in the jurisdiction of the Project and shall maintain insurance, including professional liability insurance, as sufficient and appropriate for the Project. The Client shall identify a representative authorized to act on Client's behalf with respect to the Project.

4. **Compliance with Laws:** MSG shall perform its services in accordance with its Standard of Care as defined herein and will endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

5. **Standard of Care:** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances ("Standard of Care"). The Standard of Care shall exclusively be judged as of the time the services are rendered and not according to later standards. MSG makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with the services rendered hereunder.

6. **Information from Third Parties:** The Client and MSG acknowledge that MSG will rely on information furnished by third parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third-party information.

7. **Period of Service:** MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the Proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client for review and approval. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control, including, but not limited to, those Force Majeure Events set forth in Section 8 herein.

8. **Force Majeure:** MSG shall be entitled to an equitable adjustment to the Project schedule and compensation for force majeure events, including but not limited to: acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, acts of war, terrorism, violence, floods, pandemics, epidemics, quarantine restrictions, strikes, embargoes, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism or hacking including a ransomware attack, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, unusually severe weather, and/or any other cause outside of the control of MSG (each a "Force Majeure Event"). MSG shall notify Client in writing after the beginning of any such cause becomes known, which would affect its performance. In the event a Force Majeure Event continues for more than thirty (30) days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices.

9. **Compensation:** In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the Proposal. The parties acknowledge that terms of compensation are based on the orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, MSG may adjust the amounts allocated between the Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, as the work progresses so long as the total compensation amount for the Project is not exceeded except as otherwise provided herein.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, subcontracted services and reimbursable expenses without reduction of MSG's compensation, unless and except when such subcontracted services and reimbursable expenses are

included in the total project cost as specified in the Proposal or Scope of Work. Payment for MSG's services shall be made in United States dollars.

10. **Changed Costs on Design Services and Project Development Services: MSG's** rates are generally updated as of July 1st of each calendar year and are subject to periodic review and prospective change. Any non-lump sum fees and projects that are payable by Client for a "not to exceed" amount shall be subject to and adjusted based upon any rate increases or periodic changes.

11. **Cost Estimates or Opinions on Construction Services:** MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that neither the Client nor MSG has control over the cost of labor, materials, or equipment; a contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Therefore, actual costs may vary from the cost estimates or opinions prepared and MSG offers no guarantee related to the Project cost.

12. **Payment Terms:** Client recognizes that time is of the essence with respect to payment of Client's Consultants' invoices and that timely payment is a material part of the consideration of MSG's services. MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing, property acquisition, or approvals necessary for project initiation through completion. Invoice payment delayed beyond sixty (60) calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond seventy (70) calendar days shall be just cause for termination of the services by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination by MSG.

In cases where MSG has issued reports and/or letters of reliance, MSG may also notify the Client and any other party to which these reports and/or letters of reliance were issued of MSG's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of MSG, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return all documents and/or letters of reliance and provide written notification to any party to which MSG's reports or data were disseminated, notifying them of MSG's withdrawal of reliance.

13. **Lien Rights:** MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by MSG are considered property improvements, and the Client waives the right to any legal defense to the contrary.

14. **Ownership of Documents:** Documents prepared or furnished by MSG pursuant to this Agreement are instruments of MSG's professional services and MSG shall retain all ownership and property interest therein, including all copyrights. Upon payment for services rendered, MSG grants Client a non-exclusive license to use instruments of MSG's professional service for its intended purpose. It is expressly understood that computer-aided design and drafting ("CADD") and/or building information modeling ("BIM") files are issued only as supplemental information for convenience to the Client or other authorized users. CADD and BIM, like any electronic data when transferred in any manner or translated from the system and format used by MSG pursuant to this Agreement to another system or form, are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted whether inadvertently or otherwise. As such, record documents of service shall be based on the printed copy. Reuse or modification of any such documents by Client, without MSG's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend and hold MSG harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client. Client may request electronic CADD and BIM files prepared by MSG upon submitting a signed MSG's Electronic File Release Agreement which specifies the electronic files requested. If and to the extent Client requests and receives electronic files prepared by MSG, the terms of the Electronic File Release Agreement are hereby incorporated herein by reference and apply in all respects.

15. **Independent Contractor:** MSG shall serve as an independent contractor for services provided under this Agreement. MSG shall retain control over the means and methods used in performing its services and may retain subconsultants to perform certain services as determined by MSG.

16. **Insurance:** At a minimum, MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at a commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation:	As required by applicable state statute
Commercial General Liability:	$1,000,000 per occurrence (bodily injury including death and property damage) $2,000,000 aggregate
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage
Professional Liability:	$2,000,000 each claim and in the aggregate

The Client shall arrange for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

17. **Limitation of Liability:** IN NO EVENT SHALL MSG BE LIABLE TO THE CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, EVEN IF MSG HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or MSG's performance of services on the Project, from any and all causes, to $50,000 or the fee realized by MSG for the Project, whichever is greater.

18. **MSG as Business Entity:** Client acknowledges that MSG is a business entity and agrees that any claim made by the Client arising out of any act or omission of any member, owner, partner, manager, director, officer or employee of the business entity in the execution or performance of this Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

19. **Indemnification:** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence or the negligence of the other's agents, subcontractors or consultants, or anyone for whom the other is legally liable.

20. **Safety:** MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Client or any other contractor or consultant engaged by the Client, nor shall MSG be responsible for the Client's or any other contractor or consultant engaged by the Client's failure to perform such party's work in accordance with the requirements of this Agreement.

21. **Defects in Service:** The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its agreements with contractors and shall require all subcontracts at any level to contain a like provision. Failure by the Client or Client's contractors or subcontractors to notify MSG shall relieve MSG of the costs of remedying such defects in service, to the extent that the cost of remedy would have cost less had prompt notification been given when such defects were first discovered. MSG will correct defects, at its own costs, if timely notified by Client.

22. **Betterment:** If, due to MSG's error, any required item or component of the Project is omitted from MSG's reports, plans or construction documents, MSG shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will MSG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

23. **Buried Utilities:** Client will furnish to MSG information identifying the type and location of utility lines and other artificial (for purposes of this Section 23, meaning made or produced by human beings rather than occurring naturally) objects beneath the Project site's surface. Using information provided by the Client, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in a manner consistent with the Standard of Care as defined herein. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. Client and MSG mutually agree to field validate the location of underground utilities or other artificial objects and vet final subsurface penetration locations to the satisfaction of both parties. Further, MSG reserves the right to notify local utility protection agencies or services, and to delay Project implementation until these agencies or services have identified known utility lines or other subsurface artificial objects. MSG will take reasonable precautions to avoid damaging any identified utility lines or other artificial objects. Client agrees to waive any claim against MSG, and to defend, indemnify and hold MSG harmless from any claim or liability for injury or loss, including economic damages arising, or allegedly arising, from MSG's damaging underground utilities or other artificial objects that were not called to MSG's attention, which were not properly located on plans furnished to MSG, or were not identified or properly marked by any utility protection agency or service contracted by MSG unless damages are caused by the sole negligence or willful misconduct of MSG.

24. **Disease Transmission**: MSG shall have no responsibility for the transmission of communicable disease including, but not limited to, COVID-19 and other corona viruses (collectively, "Diseases"), or exposure of persons to Diseases discovered at the premises. MSG cannot prevent Client and/or Client's invitees from becoming exposed to, contracting, or spreading Diseases while utilizing MSG's services. It is not possible to prevent against the presence of Diseases. Therefore, if Client chooses to utilize MSG's services, Client may be exposing Client or Client's invitees to and/or increasing Client's and/or Client's invitees' risk of contracting or spreading Diseases. Client hereby releases, waives, discharges, and covenants not to sue MSG from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any pandemic or public health situation, or any Disease related health issue or exposure.

25. **Notification of Hazardous Materials:** The Client warrants they have disclosed the location and quantity of all potential wastes, hazardous materials, including asbestos, and/or petroleum compounds (collectively, "Hazardous Materials"), whether regulated or unregulated, that are assumed or suspected to exist or may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered where there is no reason to believe they could or should be present, MSG may be required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures MSG deems prudent to minimize risks to its employees, the public, and the environment. MSG shall notify Client as soon as practically possible in the event unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. Under these circumstances, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws.

In addition, Client understands and agrees that in seeking the professional services of MSG under this Agreement, Client may request MSG to undertake obligations involving or related to Hazardous Materials. To the fullest extent permitted by law, Client agrees to defend and indemnify MSG and its subcontractors, consultants, agents, officers, directors and employees from any claim or liability or loss, including reasonable attorneys' fees arising from or connected with the presence, discharge, release, or escape of Hazardous Materials or environmental liability of any nature or in any manner related to services performed by MSG as part of the Project, including the failure to discover any Hazardous Materials which may exist in, on, above, beneath, about or which have

migrated onto, or under, the Project site except for those events caused by the sole negligence or willful misconduct of MSG. Without limiting the generality of the foregoing, the above indemnification extends to claims resulting from:

a. Client's violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the disposal of Hazardous Materials;
b. Client's or MSG's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Materials found or identified at the site;
c. Hazardous Materials introduced at the Project site by Client or third persons before or after the completion of services herein;
d. Allegations that MSG is a generator, operator, treater, storer, transporter, arranger for transport, handler, or disposer under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental, Response, Compensation and Liability Act (CERCLA) or any other federal, state or local law, regulation or ordinance.

MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to Hazardous Materials in any form at the Project site.

26. **Third-Party Claims:** All services provided by MSG are for the sole use and benefit of the Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG. However, in the case of a third-party claim, the Client will compensate MSG for services performed in defense of such claim unless the claim resulted from the negligent act, error or omission of MSG.

27. **Violations of Law:** The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practice Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act (Pub. L. 111-5), to the extent caused by the Client or its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

28. **Confidentiality:** MSG will hold in confidence any information about the Client's operations that would normally be considered confidential. Such obligation shall not hold with respect to:

a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
c. Information that is released from its confidential status by the Client.
d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given to Client.
e. Where disclosure is required to comply with a professional code of conduct or ethics.
f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

29. **Dispute Resolution:** In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and MSG shall endeavor to resolve claims, disputes and other matters in question during a meet and confer session. A meet and confer session shall be attended by the Client and MSG or their authorized representatives who shall have the authority to bind the parties. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

30. **Suspension of Work:** The Client may suspend services performed by MSG upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

MSG may suspend services if Client fails to make payments to MSG in accordance with Section 12 of this Agreement or fails to meet its other material responsibilities under this Agreement. Such failure shall be considered substantial nonperformance and cause for termination or, at MSG's option, cause for suspension of performance of services under this Agreement or as otherwise set forth in Section 12 hereof. In the event of a suspension of services, MSG shall have no liability to the Client for delay or damage because of such suspension of services. Before resuming services, MSG shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSG's services. MSG's fees for the remaining services and the time schedules shall be equitably adjusted.

31. **Termination for Default or Breach:** Except as otherwise provided herein, in the event of a Default (as defined herein) by either party, the non-Defaulting or non-breaching party shall give written notice to the Defaulting party of the Defaulting party's obligation to cure the Default with diligence and promptness. If the Defaulting party fails to cure such Default within seven (7) days after receipt of written notice, then the other party without prejudice to other remedies it has, may terminate this Agreement for cause. In the event of termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. For purposes of this Agreement, "Default" means (i) a party fails to perform any of its material duties or obligations under this Agreement, (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a material breach of this Agreement or default, or (iii) a party files a petition or otherwise commences or authorizes the commencement of a proceeding

under any bankruptcy or similar law for the protection of creditors or has any such petition filed or proceeding commenced against it or its assets, or otherwise become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due.

32. **Termination Without Cause**. Client may terminate this Agreement at any time without cause upon providing at least fourteen (14) days prior written notice to MSG.

33. **Assignment:** The Client may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining MSG's written consent. Any attempt to assign the Client's rights or obligations under this Agreement in breach of this paragraph shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. MSG's consent to an assignment is contingent upon the Client's compliance with the following: prior to any assignment, the party proposing to assign its rights and responsibilities under this Agreement and that party's proposed assignee shall furnish to the other party reasonable evidence that arrangements have been made by the proposed assignee to fulfill the assigning party's obligations, including financial obligations, under this Agreement. If the non-assigning party has no reasonable objection to the proposed assignment, the proposing party may then assign the Agreement. Any expense incurred by MSG because of the assignment shall be considered as an additional service and compensated in accordance with this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

34. **Waiver of Rights:** The failure of either party to enforce any provision of these Terms shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

35. **Headings**: The headings contained herein are inserted for convenience only and do not define, limit, or construe the contents of the articles, sections, or subsections to which they refer.

36. **Governing Law:** The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the State of Ohio.

37. **Integration:** This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties.

38. **Severability:** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

39. **Survival:** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

40. **Notice**: Any notice to MSG or Client that is required or permitted by this Agreement shall be in writing and shall be deemed effectively given to the other party when personally delivered, upon confirmation of receipt or upon sender's receipt of a read receipt when sent by e-mail to the MSG representative or Client representative expressly designated in the Proposal or Scope of Work, or upon actual receipt when mailed by first class postage prepaid, registered or certified mail, return receipt requested, or when sent by overnight courier service to the address expressly designated in the Proposal or Scope of Work, or to such other person or address as either party may otherwise specify in writing.

41. **Changes to these Terms**: MSG reserves the right, from time to time, to change these Terms in its sole and absolute discretion. The most current version of the Terms will supersede all previous versions and shall continue to be binding on the Client in its revised form.

42. **Conflict**: In the event of a conflict between the Proposal or Scope of Work and these Terms, then these Terms shall control unless otherwise expressly identified or designated in the Proposal or Scope of Work as controlling.

Updated as of January 1, 2022

Mike Hoffmeister, CPRP

Central Michigan Municipal Leader

Professional Background

Mike has over 16 years of experience in municipal government operations and administration. He has specialized skill in municipal government administration, parks & recreation and has worked as a Department Head and Village Manager in the past. His primary focus in the parks and recreation field include CAPRA accreditation, parks & recreation master plans, park and trail development, maintenance operations, golf, recreation programming and overall administration. Additionally, as a Village Manager, Mike is knowledgeable in general government administration including public works, finance, planning and zoning, economic development and more. He is a Certified Parks & Recreation Professional (CPRP) through the National Recreation and Parks Association (NRPA). Mike has also gained invaluable experience through his extracurricular experience with professional membership organizations. Mike currently serves as the mParks Foundation Chair, and he currently serves as a CAPRA Accreditation Lead, Visitor and Mentor for NRPA. Mike previously served as the president of the Indiana Parks & Recreation Association (IPRA) two times and was on the NRPA local host committee for the 2018 annual conference in Indianapolis and served four (4) years on the NRPA Annual Conference Program Committee.

Specializations

Municipal Government Operations & Administration

Parks & Recreation Operations & Administration

Parks Master Plans & Site Development Plans

Education

BS, Sport Management, Bowling Green State University, 2008

Certifications / Affiliations

Certified Parks & Recreation Professional (CPRP)

Years of Experience

With MSG	2024 - Present
Other Firms	2009-2024

Specializations

Municipal Government Operations & Administration

Todd is well versed in all aspects of local government from his experience as a Village Manager. Being a Village Manager in a small town required Mike to understand all aspects of the operation including construction projects, finance, grant writing, code enforcement, planning & zoning, engineering, water & wastewater operations and all other agency departments. Mike has had the opportunity to plan and manage capital projects of all sizes and varieties.

Parks & Recreation Planning

Prior to becoming a Village Manager, Mike served in several Parks & Recreation positions starting as a Recreation Program Coordinator eventually leading to a future position as a director. Having experienced many positions, Mike has gained has managed and supervised parks departments of varying sizes including golf courses. Additionally, Mike has had the privilege of helping those agencies complete Parks & Recreation Master Plans, Alternative Transportation Plans, Maintenance Operations Plans and more. He has also had the opportunity of completing many capital improvement plans of varying size and importance. All of his experience has allowed Mike to gain valuable knowledge and insight into nationwide trends within the Parks & Recreation field.

Mike Hoffmeister, CPRP

Central Michigan Municipal Leader

Experience

Village Manager – Dundee, Michigan
In his role as the Village Manager for the Village of Dundee, Mike served as the chief executive for the Village. He worked closely with community partners and the Village Council to establish long-term goals, finance initiatives and new policies and ordinance. Mike also worked hard to maneuver the Village through complicated labor negotiations and human resources challenges. He worked to restructure and reformat the Village's financial operation to be more inclusive and transparent, passed a new zoning ordinance, prioritized road & park improvements and streamlined the relationship between the Village and all community partners including the DDA. Economic and Community Development was also a priority as he worked closely with property owners and prospective business owners to establish an ongoing economic dialogue and plan for the Village.

Residential Services Director – Charter Township of Ypsilanti, Michigan
During his time as the Residential Services Director for Ypsilanti Township, Mike oversaw all divisions of RSD including parks & recreation, Green Oaks Golf Course, Building Maintenance, Motorpool and Environmental Services. He worked closely with elected officials for a capital project strategy and plan for deferred maintenance on parks and buildings. Additionally, he worked to design a CommUNITY Skate Park. He also served closely to the Township Supervisor for administrative projects including a website redesign, Township rebrand and successfully managed the Township trash and recycling hauler contract.

Assistant Director of Parks & Recreation – City of Noblesville, Indiana
As the Assistant Director of Parks & Recreation, Mike managed and led the day-to-day operation of the department. This included the divisions which comprise the department, Recreation, Park Maintenance, Golf, Community Development and Administration. During his time in Noblesville, Mike was fortunate enough to be involved in many of their long-range plans and the construction of a new community park, Federal Hill Commons. He was also tasked with the activation of the newly constructed park with special events, concerts and programs. Mike also worked with the Director of Parks to create a comprehensive database of department standard operating procedures and policies in hopes of becoming an accredited parks agency.

Recreation Program Coordinator – City of Fishers, Indiana
Formerly known as the Town of Fishers, the City of Fishers employed Mike as a Recreation Program Coordinator. Here, Mike was responsible for recreation programming, special events and summer camps.

THE CITY OF
CHARLOTTE
MICHIGAN

Memo
To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 8, 2024
Re: Airport Improvement Vendor Selection Memo - Prein and Newhof

Background
The City Council approved this year the latest Five-Year Airport Capital Improvement Plan for the Fitch H. Beach Airport. The actionable improvements identified in the plan are 1) Parking Lot and Access Road Reconstruction, 2) Perimeter Fencing Installation, 3) Apron-Terminal Rehabilitation, and 4) Construction of Eight Unit T-Hangars. The funding to complete these improvements are provided primarily through the Michigan Department of Transportation (MDOT) - Aeronautics Division. To access these funds, the City is required to follow the rules set out by MDOT. As it relates to these projects, the City must select a qualified consultant to assist in the project and manage the grant. MDOT has prescribed a specific process to select this consultant. MDOT requires a Request for Qualifications (RFQ) process which requires that interested firms submit a Statement of Qualifications (SOQ) to the City demonstrating interest in providing airport planning, architectural/engineering design, and construction administration services for the airport. These SOQ submittals shall exclude fees or costs. Once a firm is selected, costs shall be negotiated independently for projects. This is contrary to the City policy. However, anticipating the City Council still would like to pursue these grant funds, I did advertise for SOQs. The City received one bid, Prein and Newhof, which has worked with the Fitch H. Beach Airport on a number of projects. So in order to access these funds, I am recommending the City Council waive the purchasing policy requirement on selecting a vendor based on the lowest and best bid, and approve Prein and Newhof as the vendor for future airport projects as identified.

Financial Impact
The approval of this vendor does not impact the City financially, but allows the City and Prein and Newhof to negotiate contracts related to the identified airport improvements. MDOT would be involved in future negotiation of costs with Prein and Newhof.

Recommendation
Waive the purchasing policy requirement on selecting based on the lowest and best bid, and approve Prein and Newhof as the vendor for the identified airport projects.

BID TABULATION SHEET

CITY OF CHARLOTTE

PROJECT NAME:	Engineering Services - Fitch H. Beach Airport
PROJECT NO:	
BID ISSUES DATE:	10/7/2024
BID OPENING DATE/TIME:	10/30/2024 4:00 p.m.

NAME/ADDRESS OF BIDDER	TOTAL BID AMOUNT	LOWEST
Prein & Newhof Grand Rapids, MI		

Prein&Newhof

3355 Evergreen Drive NE
Grand Rapids, MI 49525
t. 616-364-8491
www.preinnewhof.com

Fitch H. Beach Municipal Airport

Statement of Qualifications for Professional Engineering Services

Prepared for:

City of Charlotte

Submittal Date:

October 30, 2024

Our Values

Invest Wisely

- We develop long-term relationships with clients and communities we work in.
- We work collaboratively with municipal governments and regulatory agencies to reach our clients' goals.
- We communicate openly and thoughtfully, and we will remember that our actions always speak louder than our words.

Develop Relationships

- We find long-term, sustainable solutions – refusing to cut corners or compromise quality.
- We make informed financial decisions that improve our service and your projects' success.
- We use our time and resources efficiently.

Take Responsibility

- We are responsible to our clients, our colleagues, and our communities to be completely honest and ethical in all that we do.
- We each contribute to the success of our clients and our firm.
- We demand accountability, and by virtue are rewarded with success.

Build Expertise

- We develop and maintain expertise in our fields to meet our clients' changing needs.
- We adapt our services to better serve our clients, and actively solicit their feedback.
- We are not content with the status quo, but will constantly seek new ways to improve.

Support Community

- We will be a positive force in the community – making every community we serve a better place to live and work.

Prein&Newhof

Contents

Familiarity and Understanding of Airport Needs.....1

History and Background in Aviation Consulting.....4

Demonstrated Experience with Similar Projects 7

Key Personnel Qualifications 12

Contact Person 20

Knowledge and Familiarity with FAA / State Procedures 21

Success of Recent Projects 23

References.....25

Awards and Recognition.....26

Familiarity and Understanding of Airport Needs

Prein&Newhof has had the privilege to serve Fitch H. Beach Airport since 2013. We believe our values and project success have shown you why we can continue to be your best resource and trusted advisor for development. Our team has worked hard throughout our projects to provide the quality and customer service you expect. We want to build upon experience, historical knowledge, and our relationship to deliver the projects you need to support the airport's success.

Over the last 11 years, we have worked with past City staff and Airport Manager Todd Cotter on the following projects:

- Obstruction Removal
- Easement Acquisition
- Airport Layout Plan Update
- Taxiway and Runway Joint Repair
- Fuel Farm Upgrades

We use our experience at other airports to provide advice to you on potential revenue production at the airport. We help you revise your capital improvement plan to show planned grant funded projects each year as required by MDOT. Outside of grant projects, we have provided advice to City staff on how to lease space for vehicle parking and the potential for solar generation at the airport.

We live out our firm's values — **Invest Wisely, Develop Relationships, Build Expertise, Take Responsibility, and Support Community** — every day as we serve our clients. Prein&Newhof provides our clients with real value on every project. Our business model is to form long-term partnerships with our clients. We believe the best way to serve our clients is to get to know their infrastructure, operations, people, and mission so we can help them be successful.

Jon Van Duinen has 11 years of experience working with Todd Cotter at the airport. This long-term relationship illustrates our values. Excellent client service is our primary goal, and we can best give excellent service by establishing long-term relationships where we understand your operations, staff, airport infrastructure, governance, and the surrounding community. We need to work locally to give the most responsive and cost-efficient service and to be part of

the community. We add to our in-house services by engaging strategic consulting partners who are experts in their field.

Prein&Newhof has a successful aviation history and an up-to-date knowledge of all facets of your airport development. We believe we can exceed your expectations for your current capital improvement plan (CIP), as our team helped Fitch H. Beach Airport develop the projects listed in your CIP.

The airport planning process is really an ongoing adjustment of a longer-term plan as market conditions and local circumstances change. The FAA-prescribed planning process seeks to provide that longer term view every five years. Your planning process achieves the best results with an experienced consultant that has knowledge of your airport and the community. Prein&Newhof works with you every day as the plan changes, and we will manage the long-term process with our experienced airport planners and engineers.

Your CIP includes the following projects:

- Parking Lot-& Access Road Reconstruction
- Perimeter Fencing Installation
- Apron-Terminal Rehabilitation
- Construct 8-Unit T-hangar

CIP Project Discussion

Our project planning helps you to support this asset for your community. We will continue to work with your staff to fund crack sealing and remarking projects, completed under special projects by the Michigan DOT Office of Aeronautics. While we strive to promote airfield maintenance and development in the most efficient ways possible, FAA continues to develop new regulations you must follow. As these regulations change, we will work with you to find the best way for you to comply with any future changes.

Parking Lot-& Access Road Reconstruction

The parking lot pavement was constructed in 1991 is badly cracked and in need of reconstruction. The existing pavement will be pulverized, fine graded, and a new 3-inch hot-mix asphalt (HMA) surface constructed. In addition, sidewalk and curb surrounding the parking lot will be replaced to improve access to the terminal and make it more appealing to users. The 24-foot-wide access road pavement also constructed in 1991 needs reconstruction. This pavement will also be pulverized, fine-graded, and a new 3-inch HMA surface will be constructed. We will likely bid and construct these projects together, but for FAA purposes they are coded differently and will need to be tracked as separate work.

Perimeter Fencing Installation

A partial perimeter fence was added, and a new gate was installed during the taxilane construction project in 2012. This fence project will continue the 6-foot-high chain link fence south to Island Highway and along Island Highway to the west. An existing gate along Island Highway will be

replaced with a new swing gate. Fence in this location will provide airport security and limit unwanted vehicle and pedestrian access.

Apron-Terminal Rehabilitation (Concrete Repair)

This existing concrete pavement has some spalls and shattered slabs along with failing joints. This pavement was constructed in 1999. This work should extend the life of this pavement by another 20 years since most of the concrete is in good condition and does not see heavy loads.

Construct 8-Unit T-hangar

The airport has existing waiting list for aircraft and could generate additional revenue if more hangars were available for lease. The new hangar would be developed in area identified on the airport layout plan (ALP) for T-hangar development. Other airside needs would need to be addressed before this project could be started.

Airport Remarking and Cracksealing

Crack sealing of asphalt pavements will typically be required every 3 to 4 years to maintain and extend the pavement's life. Remarking pavements is also typically required every 3 to 4 years to maintain the visibility of the airport markings for pilots. We will work with you to bid this work through the MDOT statewide program to obtain the best costs on this work.

History and Background in Aviation Consulting

History and Business Philosophy

Tom Newhof and Ed Prein founded Prein&Newhof in 1969. They believed in building long-term relationships based on personal responsibility for meeting clients' needs and managing each project from start to finish.

Comprehensive Offering: We offer comprehensive full-service airport consulting, including engineering and planning, as well as airport management, finance, and operational advice.

Michigan-based: We are a Michigan-based firm, proud to operate within the state's borders—Michigan is our home. We actively support the local economy and take pride in living and working alongside the communities we serve.

Relationship-focused: Prein&Newhof will respond to issues and questions without billing for little extras. So, if you have a question, call us! Our priority is to build long-term collaborative relationships that enhance your success.

Firm Size: We are small enough to be nimble and quick to respond, yet large enough to provide depth and breadth of experience. Our airport team includes three project managers, a senior electrical engineer, and young talent working on obtaining their professional engineering licenses.

Business Structure

Our company is 100 percent employee-owned with over 150 full-time staff including engineers, surveyors, drafters, geologists, chemists, landscape architects, and support staff. We even have our own environmental laboratory capable of performing a wide variety of analytical testing relevant to airport needs.

Location

We are headquartered in Grand Rapids with offices in Holland, Cadillac, Traverse City, Kalamazoo, and Muskegon. Our airport team is based in Grand Rapids, Holland, and Traverse City. We intend to serve you primarily from our Holland office with support from our other offices.

Airport Consulting Services

Prein&Newhof is a reputable aviation consultant with more than 30 years of experience in airport planning and design. Our clients range from the second busiest commercial airport in Michigan to small general aviation airports. The diversity of our client base allows us to use lessons learned to help each client plan for their specific project needs. We invest in training seminars and classes and participate in multiple airport associations to stay current with changing standards and regulations. We have a strong reputation for innovative design, unrivaled construction support, and undivided attention to every client. We even have staff to consult with you on airport administration and operations.

We will help you plan wisely, so you can adjust to changing demands while achieving the most for your money. By communicating well and striving to understand each of our client's unique circumstances, we can talk about your concerns early in the process. This, besides our technical ability, delivers successful projects.

Experience

Prein&Newhof's current airport clients include:

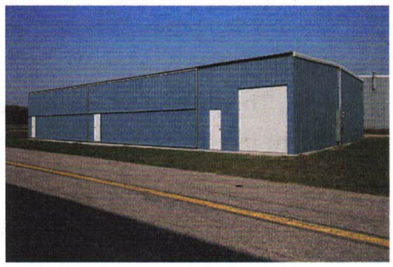
- Bois Blanc Island Airport, Bois Blanc Island
- Cheboygan County Airport, Cheboygan
- Cherry Capital Airport, Traverse City
- Dow Memorial Field Airport, Frankfort
- Dowagiac Municipal Airport, Dowagiac
- Fitch H. Beach Airport, Charlotte
- Ford/Dickinson County Airport, Iron Mountain
- Gaylord Regional Airport, Gaylord
- Gerald R. Ford International Airport, Grand Rapids
- Gladwin Zettel Memorial Airport, Gladwin
- Grand Haven Memorial Airpark, Grand Haven
- Gratiot Community Airport, Alma
- Greenville Municipal Airport, Greenville
- James Clements Airport, Bay City
- Lakeview-Griffith Field, Lakeview
- Luce County Airport, Newberry

- Mackinac County Airport, Saint Ignace
- Mackinac Island Airport, Mackinac Island
- Manistee County Blacker Airport, Manistee
- Mason County Airport, Ludington
- Oceana County Airport, Hart-Shelby
- Padgham Field, Allegan
- Paul C. Miller Airport, Sparta
- Roscommon County Airport, Houghton Lake
- Sanderson Municipal Airport, Sault Ste. Marie
- Schoolcraft County Airport, Manistique
- Wexford County Airport, Cadillac

Prein&Newhof's success in serving our clients has allowed us to have the opportunity to expand our airport practice and staff, strengthen our service to existing clients, and allow us to pursue new client opportunities. **We are excited about what we can accomplish together.**

Demonstrated Experience with Similar Projects

Multi-unit T-hangars



Runways may be an airport's backbone, but the buildings are where the real work gets done. Prein&Newhof has significant experience assisting with the construction of airport buildings, single-use hangars, and multi-unit T-hangars. During the planning process, we work with you to determine the best location and configuration, fitting them within existing service roads and taxilanes to make each building easily accessible whenever possible.

We have worked with several clients to facilitate T-hangar projects in different formats. The most common project delivery method is design/bid/build. Prein&Newhof usually acts as the lead consultant with an architect, electrical engineer, and/or other consultants in supporting roles. Although most clients select all-inclusive pre-manufactured steel structures, we have also designed wood structures. We helped one client produce a design/build T-hangar project to competitively bid different materials. We worked with another client to construct pavements with federal funds adjacent to locally funded hangars. We worked with yet another client to construct hangars funded through the US Department of Agriculture (USDA). Our goal is to find a path to maximize your return on investment.

Experience

- Schoolcraft County Airport: 4-unit T-hangar
- Dowagiac Municipal Airport: 6-unit T-hangar
- Lakeview Griffith Field: 6-unit T-hangar
- Oceana County Airport: 6-unit T-hangar and Taxistreets
- Padgham Field, Allegan: 12-unit T-hangar and Taxistreets
- Mason County Airport: 6-unit T-hangar and Taxistreets

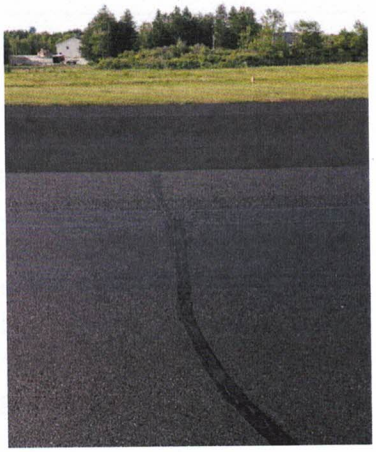
Cracksealing, Airfield Pavement, and Maintenance

Cracking is the most common type of pavement failure. Once a crack opens, water penetrates deeper causing it to widen, destroying more pavement and deteriorating the base material. The most cost-effective means of extending pavement life is to fill or seal cracks as soon as possible and maintain the seal.

Pavement gaps must first be filled to support the sealant. Sometimes this can be done by sawing or routing a wider channel at the top of the crack, installing a foam plug, and resealing the top. Otherwise, you must remove the crack and patch the pavement.

Our cracksealing experience includes a variety of different solutions for both asphalt and concrete pavements including:

- Oceana County Airport: State-wide Sealing and Marking Program Application
- Presque Isle County Airport: Minor Surface Treatment Runway 9/27 including Partial Taxiway and Apron
- Greenville Municipal Airport: Rehabilitate Runway 10/28
- Ford Airport, Iron Mountain: 2013 Cracksealing and Pavement Repair
- Gerald R. Ford International Airport: 2016 Airside Pavement Maintenance Program, 2015 Landside Pavement Maintenance Program, Terminal Apron Pavement Repair, Investigate & Analyze Pavement Condition on Runway 8L/26R, Airfield Joint Replacement
- Grand Haven Memorial Airpark
- Mason County Airport: Statewide Program
- Mackinac County Airport (St. Ignace)



Airfield Pavement Rehabilitation

Prein&Newhof has rehabilitated numerous airfield pavements, including runways, taxiways, aprons, and service roads. These projects all required carefully planned phasing to minimize impacts on operations.

The key to successful rehabilitation is figuring out why the pavement began to deteriorate. Prein&Newhof's geotechnical engineers work with our airport engineers to identify subsurface problems and develop solutions appropriate to site conditions.

We have experience with both Portland cement concrete (PCC) and HMA rehabilitation, including bonded and unbonded concrete overlays. We also have experience designing and building all common types of new pavements, including PCC, HMA, porous friction courses, and turf.

Experience

- Luce County Airport: Runway 11/29 Rehabilitation
- Cherry Capital Airport: Runway 10 and Taxiways D & G Extension, Overlay of Runway 10/28, Runway 18/36, and Taxiways, Extension of Runways 10 (2017) and 28 (2018)
- Ford Airport (Iron Mountain): Taxiway A Rehabilitation
- Greenville Municipal Airport: Taxiway and Taxistreet Rehabilitation
- Padgham Field, Allegan: Rehabilitate Runway 10/28, T-hangar Taxilanes

Aprons and Taxiways

Prein&Newhof has designed multiple apron and taxiway projects. Our experience includes new construction, expansions, and rehabilitations. Planning for both funding and operational impacts is a key to successful projects.

Pavement design begins with a thorough assessment of current conditions. For new projects, soil borings are essential to determine soil strength and guide the design of pavement sections. For existing pavements, an evaluation is necessary to identify the causes of deterioration—whether it is simply due to age or other underlying factors that must be addressed before new construction. In some cases, existing pavement can even be restored. Each solution is tailored to the specific needs of the project, ensuring the most effective outcome.

Experience

New Pavement Construction

- Grayling Army Airfield: Rotary Wing Aircraft Apron
- Oceana County Airport: T-hangar Taxilane (for new T-hangar)

Pavement Expansions

- Cherry Capital Airport: Runway 10 and Taxiways D & G Extension,

Rehabilitate Existing Pavement

- Schoolcraft County Airport: 4 Unit T-hangar
- Dowagiac Municipal Airport: 6 Unit T-hangar
- Ford Airport (Iron Mountain): Taxiway A & E Rehabilitation
- Oceana County Airport: Runway 9/27, Taxiway and Terminal Apron Rehabilitation

Rehabilitation of Security Systems, Fencing, & Airfield Marking

Security is essential to the smooth operation of every airport, keeping wildlife from the runways and trespassers off the premises. Prein&Newhof has experience designing security fencing, gates, electric gate operators, and access control systems at several commercial air service airports — including fencing and security system physical components for the FAA ATCT facilities in Traverse City. These systems are integrated and designed to be non-obtrusive.

Prein&Newhof has also designed airfield markings at many airports in Michigan, including new markings and rehabilitations/replacement markings along runways, taxiways, and aprons. In addition, Prein&Newhof has prepared comprehensive airfield marking plans at several airports.

Airport Security Systems

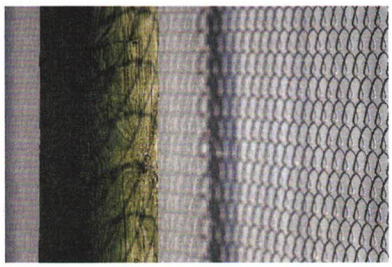
- Cherry Capital Airport: Card Access Control System, Security Camera System

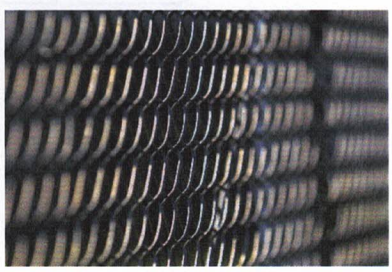
Airfield Fencing

- Cherry Capital Airport
- Gerald R. Ford International Airport
- Oceana County Airport
- Mason County Airport

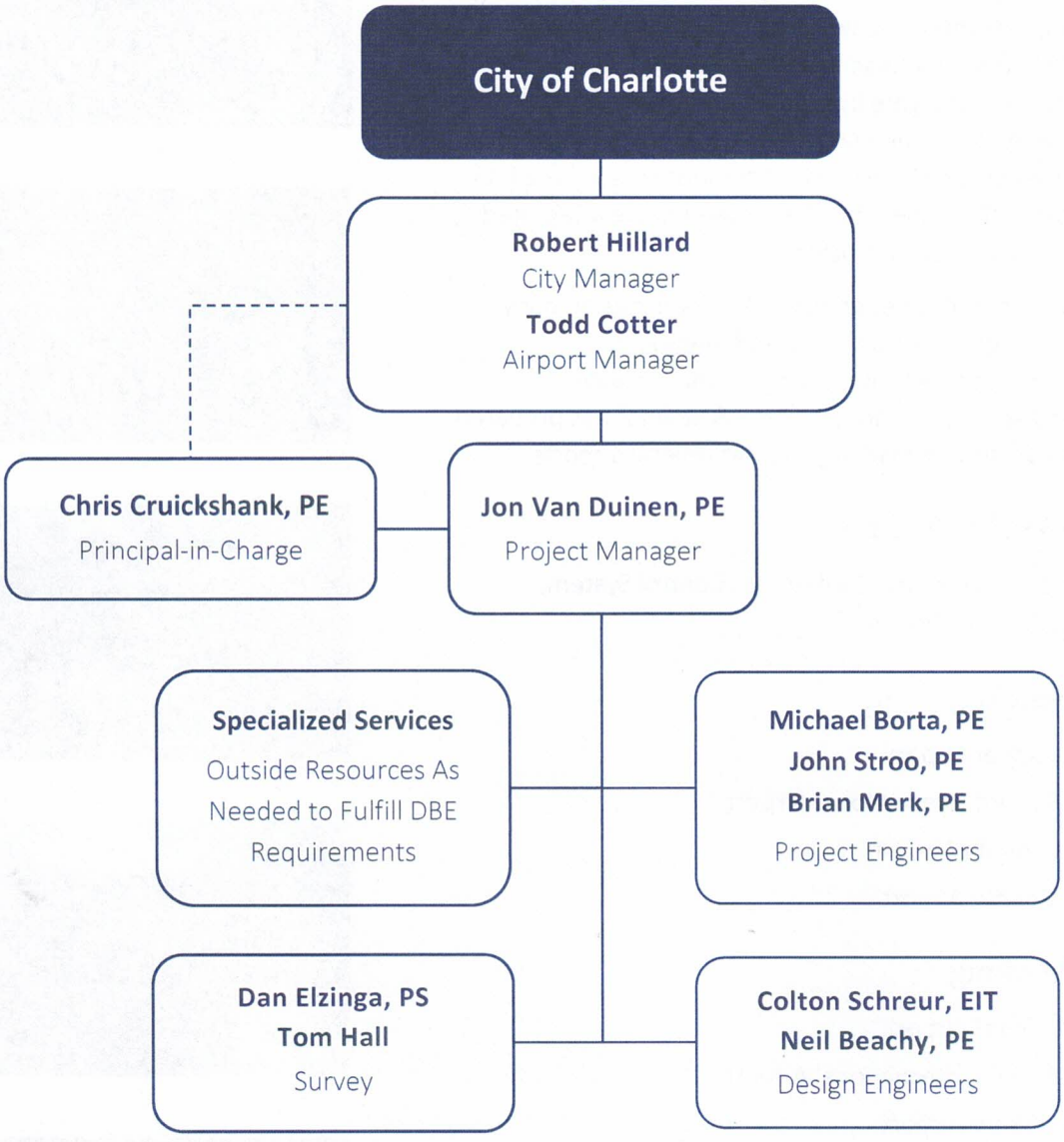
Airfield Marking

- Cherry Capital Airport
- Gerald R. Ford International Airport
- Mason County Airport
- Oceana County Airport





Key Personnel Qualifications



Jonathan Van Duinen, PE

Project Manager

Jon is a senior civil/airport engineer with extensive experience in airport planning, design, and construction. He has worked with a wide variety of Michigan airports from commercial airports to small general aviation fields. His experience includes pavement design, approach clearing, Navaid sighting, stormwater design, and building design. His thorough understanding of the FAA Advisory Circulars and the AIP Handbook ensure clients receive the best design possible for each project.

Representative Projects

- Planning, Taxiway C&D Relocation Planning, RVZ Improvements, Runway 28 Extension, West T-hangar Taxilane Reconstruction
- Delta County Airport: Runway 10/28 Pavement & Lighting Rehabilitation, Runway 18/36, Taxiway A Rehab & Airfield Marking, Taxiway B Pavement and Lighting, Hangar Development, Runway 9/27 Signage, Regional Passenger Loading Bridge, SRE Acquisition
- Dickinson County: Runway 1/19 Improvements, Rehabilitate Taxiway A&E, Airport Building Improvements, Cracksealing & Pavement Repair, Airfield Remarking & Pavement Maintenance, Terminal Water Line, SRE Acquisition, SE Hangar Area Planning Study
- Gerald R. Ford International Airport Authority: Concourse B Hold Room Expansion, Employee Parking Lot Expansion, Reconstruction of Runway 8L/26R, Natural Treatment System for Stormwater Drainage
- Otsego County Board of Commissioners: Box Hangar, ALP Update, Snow Removal Equipment Building, Runway 18/36 Extension, Terminal Apron Rehabilitation, Approach Clearing
- Mackinac County Board of Commissioners: Runway 7 Approach Clearing, Terminal Parking Lot, Easement Acquisition, SRE Acquisition, Runway-taxiway Joint Repair & Remarking
- Mackinac Island State Park Commission: Runway 8/26 Rehabilitation, Box Hangar, Terminal Phase IV, SRE Building Expansion, SRE Acquisition, Primary Windcone & Apron Lighting

Education

Bachelor of Science, Civil Engineering
Calvin University, 1998

Registrations

Engineering Michigan, 2012

Professional Activities

Michigan Association of Airport Executives

Professional History

Prein&Newhof, 2013-Present
24 years in Industry

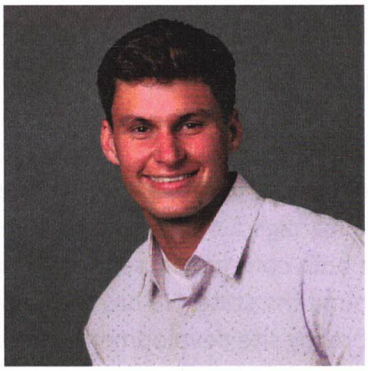
- City of Allegan: Terminal Building Improvements, Taxilane Rehabilitation, Sosnowski Hangar, Approach Clearing
- City of Charlotte: ALP Update, Fitch H. Beach Airport Airfield Pavement Rehabilitation, Easement Acquisition
- City of Dowagiac: Dowagiac Municipal Airport - C91 T-hangar, Terminal Study, Easement Acquisition, ALP Update
- City of Grand Haven: Runway 9/27 Rehabilitation, Grand Haven Airpark Taxilane & Apron Rehabilitation, Obstruction Removal Parcels E59 & E60, Easement Acquisition 2018, E62 & E63 Tree Clearing, Grand Haven Airport Easement 3gm, Hangar Study
- City of Greenville: Fuel Farm Installation & ICP Preparation
- Frankfort City-County Airport Authority: FKS-E48 PINES
- Gladwin-Zettel Memorial Airport Commission: ALP Update, Reconstruct Runway 9/27 Lighting, Signage, PAPIs & REILs
- Gratiot Community Airport Authority: ALP Update, Fuel Farm Improvements
- Luce County Board of Commissioners: Airport User Study, Airfield Lighting Rehabilitation, Runway 11/29 Rehabilitation
- Manistee County Blacker Airport: ALP Update, SRE Building Expansion & Sand Storage Building, Land Acquisition, Runway 10/28 Rehabilitation
- Mason County Airport: Mason County Airport Approach - PAPI Investigation, Obstruction Removal, Parcels E9, E19, E20 & E21, Construction Documents for 6-unit T-hangar, Land Acquisition - Parcels E19, E20, E21
- Muskegon County Airport: Airfield Remarking & Cracksealing, Rental Car Facility Improvements, ARFF Building Rehabilitation, ATCT Panel Lighting & Evaluation, Obstruction Survey
- Oakland County Airports: Taxiway C, Rehabilitate NE Hangar Pavements & Taxistreets Oakland International Airport, Obstruction Survey - Runway 9R, Terminal Apron Rehabilitation
- Presque Isle County Board of Commissioners: Runway 9/27, Partial Parallel, Terminal Apron, and Taxiways
- CVX Skydominiums LLC: Skydominiums Taxilane
- Village of Lakeview: Lakeview T-hangar, Terminal Apron, Connector Taxiway & Taxilane Rehabilitation, Lakeview Airport East Approach Clearing, ALP Update, Runway 9/27 Rehabilitation

Colton Schreur, EIT
Engineer

Colton joined Prein&Newhof in 2019 after graduating with an ABET-accredited bachelor's degree in engineering with an emphasis in civil engineering and FE/EIT certification. He has helped with the design and construction of various airport projects across the State of Michigan. He has also assisted with airport layout plans, capital improvement programs, airport drainage design, and airfield lighting design.

Representative Projects

- Bois Blanc Island Airport: SRE Building, SRE Acquisition
- Cheboygan County Airport: ALP Update, SRE Building
- Padgham Field: Obstructions Removal
- Dowagiac Municipal Airport: Airfield Lighting Rehabilitation
- City of Sault Ste. Marie: SWPPP Plan
- Delta County Airport: Taxiway B Pavement and Lighting, Runway 10/28 Pavement & Lighting Rehabilitation, ARFF Truck Acquisition
- Ford Airport, Dickinson County: Rehabilitate Taxiway A, 2020 Crackseal & Remark, ARFF Truck Acquisition
- Gladwin-Zettel Memorial Airport: ALP Update, Reconstruct Runway 9/27 Lighting, Signage, PAPIs & REILs
- Gratiot Community Airport: Fuel Farm Improvements, ALP Update, Underdrain Installation
- Luce County Airport: Airfield Lighting Rehabilitation
- Mackinac County Airport: Taxiway Connector, Runway 7 Approach Clearing, Land: E17, Apron Lighting
- Mackinac Island Airport: Primary Windcone and Apron Lighting
- Manistee County Blacker Airport: ALP Update - 2020, Land Acquisition
- Cherry Capital Airport: Commercial Apron Expansion-RON, RVZ Improvements, Terminal Narrative, West T-hangar Taxilane Reconstruction, 718 Duell Road Demolition



Education

Bachelor of Science, Engineering Civil Emphasis
Dordt College, 2019

Professional History

Prein&Newhof, 2019-Present
3 years in Industry

Brian Merk, PE
Engineer

Brian joined Prein&Newhof in 2015 as part of the airport engineering team. Throughout his time at Prein&Newhof, Brian has managed, designed, and constructed numerous projects for both commercial service and general aviation airports around the state. He has also assisted designing infrastructure for many site developments throughout lower Michigan. His expertise includes project management, capital improvement programming, pavement design, grading and drainage, airfield lighting design, pavement marking design, storm sewer design, water main design, and sanitary sewer design.

Representative Projects

Gerald R. Ford International Airport

- On-Call Engineering
- Construct Avflight Hangar
- Construct Corporate Hangar
- Construct WMAA Hangar
- Rehabilitate Economy Lot
- Perimeter Gate Replacements: Gate 4 & 30
- Aviator Way Resurfacing, Sidewalk, and Crosswalk
- Private Fuel Tank Farm
- AOA Gate Improvements
- Loading Dock Improvements
- Central Utility Plant
- East Parking Lot Rehabilitation
- Consolidated Checkpoint
- Stormwater and Drainage Improvements
- Runway 8L/26R Reconstruction and Surface Treatment

Cherry Capital Airport

- Commercial Apron Expansion - RON
- On-Call Engineering
- Obstruction Removal (RVZ) Phase 3: GA Apron Expansion Phase 2

Education
Bachelor of Science, Civil Engineering, Transportation Focus
Michigan State University, 2015

Registrations
Engineering Michigan, 2019

Certifications & Training
PSMJ Project Management Bootcamp
ACPA Airport Pavement Design & Construction

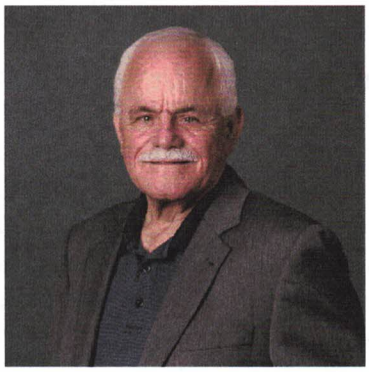
Professional Activities
Michigan Association of Airport Executives
American Society of Civil Engineers-Michigan Section
Michigan Society of Professional Engineers

Professional History
Prein&Newhof, 2015-Present
7 years in Industry

Personal Awards
Young Engineer of the Year, 2020
Michigan Society of Professional Engineers

Mike Borta, PE

Senior Project Manager/Airfield Electrical Engineer



With 48 years of experience in Michigan airport development, there is not much that Mike has not come across in his many years of aviation service. He knows what questions to ask to keep the project and governing agencies heading in the right direction. Mike has provided engineering and/or project management services to more than 70 Michigan and Ohio airports, including coordination with FAA and MDOT AERO staff and local communities. His experience provides the background for efficient, cost-effective project management and development.

While with QoE, Mike provided leadership of complex projects by coordinating overall project effort for almost 20 years and was one of the first consulting firms to embrace LED lighting for both airfield use (LED taxiway lighting system designed/installed at Romeo State Airport) and building use (LED interior and exterior lighting specified for hangar development at Canton-Plymouth-Mettetal Airport). Mike's background in airport electrical systems and participation in a nationally prominent aviation lighting group makes him particularly adept in maintaining client airports at the most current state of aviation lighting and cost-effective electrical systems.

Representative Projects

- Bois Blanc Island Township Board: SRE Building Construction
- Cheboygan County Airport Authority: ALP Update, SRE Building Construction
- City of Dowagiac: Dowagiac Municipal Airport - T-hangar Construction
- City of Sault Ste. Marie: Topo Survey and Crack Assessment
- Delta County Board of Commissioners: Taxiway B Pavement and Lighting
- Detroit Building Authority: ALP Phase II, Runway 15-33 Rehabilitation (DET)
- Dickinson County: Rehabilitate Taxiway A
- Faith Group: CCTV System Upgrade (Lansing Capital Airport

Education

Bachelor of Science, Civil Engineering
Michigan Technological University, 1970

Registrations

Engineering Michigan, 1976

Certifications & Training

Private Pilot, IFR Rated

Professional Activities

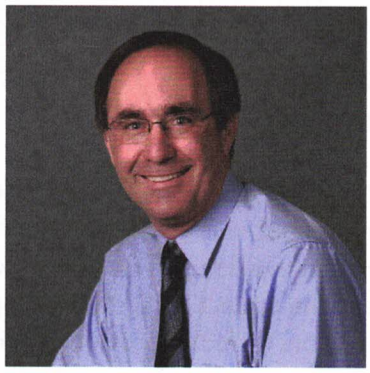
Illuminating Engineering Society

Professional History

Prein&Newhof, 2019-Present
52 years in Industry

John Stroo, PE
Project Manager

John has been with Prein&Newhof since 1995 and has focused primarily on airport design and construction. He has managed projects at both general aviation and commercial airports including runways, taxiways, site development, roads, stormwater management, and airport layout plan updates. He has strong relationships with the FAA and MDOT Office of Aeronautics.



Representative Projects

Gerald R. Ford International Airport

- Perimeter Gate Replacements
- Aviator Way Resurfacing, Sidewalk and Crosswalk
- Resurfacing the Economy Parking Lot
- Cell Phone Parking Lot
- East Parking Lot Rehabilitation
- Economy Parking Lot Overflow and Parking Revenue Control Infrastructure
- Airside Pavement Maintenance

Cherry Capital Airport

- Airport Lighting Control Panel

Greenville Municipal Airport

- ALP Update
- Rehabilitate Taxiway, Apron and Taxilanes

Oceana County Airport

- 2018 Runway, Taxiway and Apron Rehabilitation
- 6-unit T-hangar and Taxistreet Construction
- ALP and Exhibit A Updates

Camp Grayling Army Airfield

- Rotary Wing Aircraft Apron Construction

Mason County Airport

- Rehabilitate Runway 8/26
- Obstruction Removal Parcels E9, E19, E20, and E21

Education

Master of Science, Engineering
University of Michigan, 1994
Bachelor of Science, Civil Engineering
Calvin University, 1993

Registrations

Engineering Michigan, 1999

Certifications & Training

ACC Institute Construction Safety Phasing Plan SOP
ACPA Airport Concrete Pavement Design
PSMJ Project Management Bootcamp

Professional Activities

Michigan Association of Airport Executives

Professional History

Prein&Newhof, 1995-Present
27 years in Industry

Chris Cruickshank, PE

Environmental & Geotechnical Engineer

Chris serves as Prein&Newhof's Technical Services Team Leader specializing in three areas of practice:

Geotechnical: Chris's geotechnical and construction materials experience includes airports, high-rise buildings, regional shopping centers, transmission towers, retaining walls, bridges, roadways, sewage treatment facilities, water storage tanks, and utility installations involving both open cuts and tunnels.

Environmental: Chris's experience includes environmental assessment of properties (Phase I & II ESAs and BEAs) for real estate transactions, as well as remediation of underground storage tank sites, oil wells, automobile salvage yards, and other contaminated sites. He also prepares SPCC and SWPP plans for industrial sites.

Structural: Chris's structural expertise includes rehabilitation designs for concrete sewers and wastewater tanks. He also performs safety inspections, prepares emergency action plans, and provides forensic engineering for dams.

Representative Projects

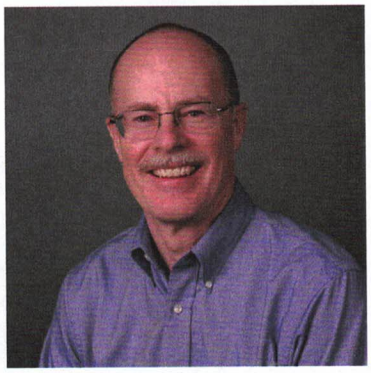
Airports

- Alliiance: Concourse B Hold Room Expansion, Consolidated Checkpoint and MarketPlace
- Delta County Board of Commissioners: PFAS Investigation
- Gerald R. Ford International Airport Authority: Stormwater/De-icing Runoff Program
- LimnoTech: 2015-2016 GFIA Environmental Services
- Mackinac County Board of Commissioners: 83D-C31: Runway-Taxiway Joint Repair and Remarking

Personal Awards

Fellow Member, 2020, Michigan Society of Professional Engineers

Western Chapter - Engineer of the Year, 2014, Michigan Society of Professional Engineers



Education

Master of Science, Civil Engineering
University of Detroit, 1991
Bachelor of Science, Civil Engineering
Michigan Technological University, 1984

Registrations

Engineering Indiana, 2010
Engineering Michigan, 1990
Engineering Nevada, 2020

Certifications & Training

40-Hour HAZWOPER Training
ASFE Loss Prevention
ASTM Risk-Based Corrective Action
Confined Space Training
Design & Construction Using Geosynthetics
Fundamentals of Deep Foundation Design
Structural Condition Assessment of Existing Structures

Professional Activities

American Society of Civil Engineers-Michigan Section
Michigan Society of Professional Engineers
National Society of Professional Engineers

Contact Person

The City of Charlotte's main point of contact for the Firch H. Beach Airport will be Jon Van Duinen, PE, for day-to-day matters and program management. Prein&Newhof's other airport staff will support Jon during project planning and execution.

Jon works from the Prein&Newhof Holland office. Staff from Grand Rapids, Traverse City, and Cadillac will be utilized on an as needed and first available basis. All our members have extensive experience throughout Michigan on a wide variety of engineering and development projects.

As you continue to sustain and improve your airport, our team will provide their experience and lessons learned from other airports to facilitate successful projects for you. Most importantly, our team will be only a phone call away, responsive to your needs, and provide trusted advice. Your staff will also have access to Prein&Newhof's other senior staff members, including senior project managers, John Stroo, PE, and Brian Merk, PE, as well as over 150 professionals with a wide range of development specialties.

Knowledge and Familiarity with FAA / State Procedures

Regulatory Context

The airport regulatory framework is complex and is becoming more so. Limited funding opportunities further increase project complexity and emphasize return on investment. Prein&Newhof's in-depth knowledge of the rules, regulations, and policies of FAA and MDOT AERO is a great asset.

ACIPs

Prein&Newhof works with our clients to develop and update their CIPs. MDOT AERO is updating its procedures for submitting CIPs, and we will work through the implementation phase of this new process on your behalf.

We will listen to your needs, guide you through the decision process, and suggest ways to finance your projects. We will work with MDOT AERO to review and represent your interests.

Funding

We are familiar with using the new AIP Handbook for project eligibility and justification. New standard operating procedures (SOPs) are further influencing scopes of work and costs. Our team's work follows up-to-date policies when determining both the eligibility and funding priority for airport development projects.

Planning and Design

Airport planning covers a range of considerations. Prein&Newhof uses many of the FAA Advisory Circulars (ACs) in our planning efforts, including airfield planning, aeronautical surveys, design, safety and construction standards, environmental processing guidelines, and terminal planning principles. In particular, we are familiar with the recent changes to the design and survey circulars.

The FAA guidance contained in the various ACs, orders, and FAA regulations show the backbone of successful airport development planning and implementation. Given our aviation-related experience, our team has a thorough understanding of FAA and State of Michigan rules. We attend association conferences and read web/email notices to stay current on changes and trends, and we have regular communication with MDOT AERO and FAA staff.

Modifications to Standards

Sometimes proposed development does not meet the rules stipulated by the FAA. No two airports are alike. As seasoned professional airport consultants, we can present justifications to the FAA and MDOT AERO to help you get the right-sized and most cost-effective solution while maintaining the required safety norms.

Environmental

Once a project is ready to start, the National Environmental Protection Act (NEPA) process follows. We work with MDOT AERO Environmental Specialist (Steve Houtteman) to procure the environmental clearances needed to build your project.

Our team has conducted many environmental-related planning and permitting efforts, including:

- Wetland Mitigation
- Tree Surveys
- Stormwater Pollution Prevention Plans (SPP)
- SPCC Plans
- National Pollutant Discharge Elimination System (NPDES)
- Michigan Department of Environment, Great Lakes, and Energy (EGLE) Permitting

- NEPA Compliance Documents
- Environmental Due Diligence Assessments
- Phase I and II Environmental Site Assessments

Exhibit "A" Property Map Updates

Exhibit "A" shows airport-owned and federally obligated lands. This document both protects and obligates the airport's property interests. Our staff has completed over six Exhibit "A' updates for Michigan airports in the past five years. One was for Mason County Airport, and another will be completed with the acquisition of the avigation easements.

Success of Recent Projects

Gladwin Zettel Memorial Airport

- Reconstruct Runway 9-27 Lighting, Signage, PAPIs, REILs, Beacon & Windcone
- ALP Update

Paul C. Miller – Sparta Airport

- Reconstruct Runway 7-25 Lighting, Signage, PAPIs, REILs, Taxiway Lighting, Windcone & Beacon
- ALP Update

Gratiot Community Airport – Alma

- Install Fuel Farm

Greenville Municipal Airport

- Rehabilitate Taxiways and Terminal Apron
- Install Fuel Farm

Cherry Capital Airport

- Obstruction Removals, Access Road Relocation, and GA Apron Expansion – Ph 1
- Long-term Parking Lot Expansion
- Passenger Boarding Bridge Construction
- Parking Lot Expansion
- Runway 10 Extension
- Exhibit A Update

Gerald R. Ford International Airport

- Avflight Hangar and Apron
- Corporate Hangar Construction
- WMAA Hangar Construction
- Economy Lot Resurfacing
- Perimeter Gate Replacements: Gate 4 & 30
- Aviator Way Resurfacing, Sidewalk, and Crosswalk
- Rental Car Dumpster Enclosure
- TNC-Cell Phone Parking Lot Construction
- East Parking Reconstruction
- Terminal Gateway and Market Place Expansion

Luce County Airport

- Reconstruct Runway 11-29 PAPIs, REILs, Windcone, Beacon and Apron Lights
- Runway 11/29 Rehabilitation
- SRE Acquisition

Ford Airport

- Rehabilitate Taxiway A & E Pavement and Lighting
- Runway 1/19 Pavement and Lighting
- ARFF Acquisition
- ARFF Acquisition
- 2016 Cracksealing and Remarking
- Emergency Watermain Repair

Grayling Army Airfield

- Rotary Wing Aircraft Apron Construction

Grand Haven Memorial Airpark

- Runway 9/27 Rehabilitation
- Taxilane and Apron Rehabilitation
- Easement Acquisition and Obstruction Removal
- Hangar Condition Survey

Lakeview-Griffith Field

- Apron and Taxilane Rehabilitation
- East Approach Clearing
- Terminal Apron and Taxiway Rehabilitation

Mackinac County Airport

- Apron Lighting
- Land Acquisition
- Terminal Lift Station Replacement
- Airfield Joint Repair and Remarking
- Terminal Parking Lot Rehabilitation

Schoolcraft County Airport

- 4-unit T-hangar Construction

Padgham Field (Allegan)

- Taxilane Rehabilitation
- Terminal Building Improvements

Bois Blanc Island Airport

- SRE Building Construction

Cheboygan County Airport

- ALP Update
-

- SRE Acquisition

Mackinac Island Airport

- Apron Lighting and Windcone
- Terminal Construction, Phase IV
- Runway 8/26 Rehabilitation

Mason County Airport

- Runway 8/26 Rehabilitation
- ALP Update
- 2018 Taxilanes and Terminal Apron Rehabilitation
- 2017 Obstruction Removal

Dowagiac Municipal Airport

- Terminal Construction
- ALP Update

Fitch H Beach Airport

- Airfield Pavement Rehabilitation
- Fuel Farm Upgrade
- Easement Acquisition
- ALP Update

References

Grand Haven Memorial Airpark

Tom Manderscheid, Transportation Director

616-402-1637

tmandy@charter.net

Padgham Field Airport (Allegan)

Doug Kadzban, DPW Director

616-430-0324

dkadzban@cityofallegan.org

Dowagiac Municipal Airport

Oscar Azevedo, Airport Manager

269-591-0054

fi156storch@gmail.com

Awards and Recognition

Awards are important, but not the end goal when we begin a project. We aspire to give you the best experience and project possible, and this is truly our reward. However, if your project is recognized for exemplary efforts, we are excited because of a job well done for you.

Manistee County Airport Authority, 2020

Asphalt Paving Association of Michigan, Award of Excellence

Coleman A. Young International Airport, Runway Rehabilitation, 2019

Asphalt Paving Association of Michigan, Award of Excellence

Gerald R. Ford International Airport, East Parking Lot Rehabilitation, 2019

Asphalt Paving Association of Michigan, Award of Excellence

Ford Airport Runway Rehabilitation, 2018

Asphalt Paving Association of Michigan, Award of Excellence

Cherry Capital Airport, Runway 10 Extension, 2018

MAAE and AAAE, Great Lakes Region, Airfield Project of the Year

Northwest Michigan Builder's Exchange Award of Excellence

Oakland County International Airport, Rehabilitate Taxiway C and Associated Taxiways, 2017

Asphalt Pavement Association of Michigan, Award of Excellence

Muskegon County Airport, Terminal Apron Reconstruction, 2016

Michigan Concrete Paving Association, Award of Excellence

Gerald R. Ford International Airport Stormwater Management System, 2015

ACEC/National Engineering Excellence Award
ACEC/MI Merit Award
ASCE Western MI Branch, Outstanding Civil Engineering Achievement

See Farther

At Prein&Newhof, our strength lies not only in our degrees and technical skills, but in our dedication to thinking ahead, building lasting relationships, and crafting long-term solutions. These are our greatest assets, our competitive advantage. We See Farther.

What does this mean in our daily work? It means we refuse to find quick fixes or settle for "good enough." We willingly sacrifice our personal preferences and egos when they stand in the way of serving our clients and each other. We never bend the truth or try to "get things past" regulatory agencies. Rather than thinking project by project, we are building infrastructures that will last and a company that will weather change and grow stronger over time.

Prein&Newhof works to serve our clients, educate our communities, and offer our employees challenging careers — that together we may build strong, sustainable communities and improve the quality of life throughout Michigan.

Prein&Newhof

City of Charlotte, Michigan

Engineering Services Advertisement
Request for Qualifications (RFQ)

The City of Charlotte, Michigan, Fitch H Beach Airport, intends to select a consultant to assist in airport development projects. Interested consulting firms are requested to submit a Statement of Qualifications (SOQ) in duplicate, in a sealed envelope, to the City of Charlotte, Mary LaRocque, City Clerk, City of Charlotte, Michigan, 111 E. Lawrence Avenue, by 4:00 PM on October 30, 2024. The SOQ should demonstrate the consultants' interest in providing airport planning, architectural/engineering design, and construction administration services focused on certain projects from the the City of Charlotte, Michigan, current Five-Year Airport Capital Improvement Plan (ACIP). Services will include general consulting and advisement on airport development issues including assistance in the following projects:

Parking Lot-& Access Road Reconstruction

Perimeter Fencing Installation

Apron-Terminal Rehabilitation

Construct 8 Unit T-Hangar

This is a Quality Based Selection process, and services for each project will be negotiated independently. SOQ submittals shall exclude fees or costs. Not all the services or development items listed in this advertisement may be contracted nor eventually required. The Sponsor reserves the right to initiate additional procurement action for any services included in this procurement, but not under contract.

Firms will be ranked in areas such as: familiarity and understanding of the airport needs; corporate history and background in aviation consulting; demonstrated experience with similar projects; key personnel professional qualifications; firms' ability to provide contact person with demonstrated aviation experience and overall project coordination; knowledge/familiarity with FAA and State regulations, policies, and procedures; and success of recent projects. Awards or special recognition achieved by the firm should be highlighted.

Firms should demonstrate their reputation with other airports, by providing at least 3 airport references. Additional information may b **e** requested from the top selected firm or firms. **I** nterviews may be conducted at the discretion of the Sponsor.

Projects are anticipated to be initiated between 2024-2029 (5-year period). Projects are expected to be completed over several years and funded in full or in part with funds and/or multiple grants from the Federal Aviation Administration, State of Michigan, and/or local sources. The selected firm will be subject to all state and federal requirements.

Land acquisition consultant services necessary to acquire easements for approach clearing of existing approaches as depicted in the approved airport layout plan (ALP) is included in this advertisement provided the work is completed by a qualified and properly licensed land acquisition consultant. Land acquisition consultant services necessary for any new development project or new approaches not specifically described in this advertisement shall not be performed by the consultant selected under this advertisement and will require the sponsor to advertise for and select a separate qualified and properly licensed land acquisition consultant.

Questions on the selection should be directed to Robert Hillard, City Manager, (517) 543-8850.

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Paul Brentar, Chief of Police
Date: 11-06-2024
Re: Staff report on Grant Award for FY 24 Community Project Funding grant through Congresswoman Slotkin.

Background
As you may recall, I applied for a grant, on behalf of the Eaton County Active Violence Team, through Congresswoman Slotkin's office in March of 2023. Recently we have been awarded the grant and are in the process of setting up accounts to receive the $720,000 in order to place medical supplies in every classroom within Eaton, Ingham, & Clinton counties. Also, you may recall that you did approve the sole source funding request that I submitted to you at the 02-26-2024 council meeting.

Recommendation
For the City Council to approve the award of the FY 24 Community Project Funding grant through Congresswoman Slotkin.

Financial Impacts
None

Suggested Motion
To approve the award of the FY 24 Community Project Funding grant through Congresswoman Slotkin in the amount of $720,000, authorize administration to accept the grant and proceed with the purchase of the related equipment

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF CHARLOTTE 111 E LAWRENCE AVE
City, State and Zip:	CHARLOTTE, MI 48813
Recipient UEI:	LYXEDFRFFJ17

Project Title: Eaton, Ingham, & Clinton County Schools Trauma Care Project	**Award Number:** 15JCOPS-24-GG-02197-TECP
Solicitation Title: FY24 COPS Technology and Equipment Program Invitational Solicitation	
Federal Award Amount: $720,000.00	**Federal Award Date:** 9/30/24
Awarding Agency: Office of Community Oriented Policing Services	
Funding Instrument Type: Grant	
Opportunity Category: D **Assistance Listing:** 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 3/9/24	**Project Period End Date:** 3/31/26
Budget Period Start Date: 3/9/24	**Budget Period End Date**: 3/31/26

Project Description:

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading “Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment” in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

Award Letter

September 30, 2024

Dear Paul Brentar,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF CHARLOTTE for an award under the funding opportunity entitled 2024 FY24 COPS Technology and Equipment Program Invitational Solicitation. The approved award amount is $720,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF CHARLOTTE

UEI
LYXEDFRFFJ17

ORI Number
no value

Street 1
111 E LAWRENCE AVE

Street 2

City
CHARLOTTE

State/U.S. Territory
Michigan

Zip/Postal Code
48813

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
9/30/24

Award Type
Initial

Award Number
15JCOPS-24-GG-02197-TECP

Supplement Number
00

Federal Award Amount
$720,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 COPS Technology and Equipment Program Invitational Solicitation

Awarding Agency

COPS

Application Number

GRANT14143113

Grant Manager

ANTONIO TOVAR

Phone Number

202-445-5764

E-mail Address

ANTONIO.TOVAR2@USDOJ.GOV

Project Title

Eaton, Ingham, & Clinton County Schools Trauma Care Project

Performance Period Start Date

03/09/2024

Performance Period End Date

03/31/2026

Budget Period Start Date

03/09/2024

Budget Period End Date

03/31/2026

Project Description

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading “Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment” in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/12/24 9:01 AM

Comments
The proposed budget or budget description required revisions based on the attached budget narrative or information provided during the budget review process and are reflected in the approved budget.

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	no value
Civilian or Non-Sworn Personnel:	$0	$0	$0	no value
Travel:	$0	$0	$0	no value
Equipment:	$720,000	-$191,000	$529,000	no value
Supplies:	$0	$191,000	$191,000	no value
SubAwards:	$0	$0	$0	no value
Procurement Contracts:	$0	$0	$0	no value
Other Costs:	$0	$0	$0	no value
Total Direct Costs:	$720,000	$0	$720,000	no value
Indirect Costs:	$0	$0	$0	no value
Total Project Costs:	$720,000	$0	$720,000	no value
Federal Funds:	$720,000	$0	$720,000	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

Budget Category
Sworn Officer

Civilian Personnel
Travel
Equipment
Supplies
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award,

please see https://www.ojp.gov/program/civil-rights/overview.

Condition 3
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 4
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 5
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 6
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 7
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 8
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms ‘‘severe forms of trafficking in persons,’’ ‘‘commercial sex act,’’ ‘‘sex trafficking,’’ ‘‘Abuse or threatened abuse of law or legal process,’’ ‘‘coercion,’’ ‘‘debt bondage,’’ and ‘‘involuntary servitude’’ have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 9
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 10
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative

proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 11
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds $30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 12
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 13
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 14
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 15
Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

Condition 16
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 17
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 18
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 19
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 20
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 21
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 22
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 23
Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

Condition 24
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 25
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 26
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 27
Buy America Preference
Recipients of an award of Federal financial assistance for the construction, alteration, maintenance, or repair of infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b)For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or

any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers.
When necessary, recipients may apply for, and the Office of Community Oriented Policing Services (COPS Office) may grant, a waiver from these requirements.

The COPS Office may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

(1) applying the Buy America Preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. If requested, the COPS Office will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Recipients do not need to obtain a waiver of the Buy America Preference requirements from the COPS Office if they will use only iron, steel, manufactured products, and construction materials that meet the criteria as specified above for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office’s review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the Buy America Preference requirements or request and obtain a waiver of the requirements from the COPS Office.

If you have any questions about this requirement or requesting a waiver of the requirement, please contact your COPS Office Program Manager at 800-421-6770.

Condition 28
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers, January 25, 2021.

Condition 29
Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient’s COPS Office Program Manager no later than 24 hours after

an occurrence of an actual breach, or the detection of an imminent breach.

Condition 30
Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under your agency's COPS Office award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

Condition 31
Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient must assist the COPS Office in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the recipient agrees to determine if new construction or renovation or remodeling of a property will be funded by the grant, and if so, agrees to comply with all NEPA requirements prior to obligating, expending, or drawing down award funds for any award purposes. The recipient understands and agrees that complying with NEPA may require the preparation of an environmental study, including an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS), as directed by the COPS Office. The NEPA compliance process may take several months to complete. 42 U.S.C. §§ 4321 et seq.

Condition 32
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 33
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 35
Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 36
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the

scope of the project requires prior written approval by the COPS Office.

Condition 38
State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to https://it.ojp.gov/technology-contacts.

Condition 39
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 40
Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time

COPS Director	Hugh T. Clements	9/18/24 11:12 PM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Name of Authorized Entity Official
Paul Brentar

Signed Date And Time
10/8/2024 11:58 AM

Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
City Manager

Name of Authorized Entity Official
Rob Hillard

Signed Date And Time
10/25/2024 2:54 PM

Deputy Treasurer and Finance Director/Treasurer replacements to ensure a smooth and successful transition.

Interim City Manager Terry assured the council that the services provided by Woodhill are imperative to ensuring the city remains in compliance with Federal and State statutory and charter requirements and to provide the public with the assurance the City is meeting its regulatory and administrative duties in relation to those requirements.

COMMUNICATIONS AND COMMITTEE REPORTS:

a. City Manager Report

Requested that Council authorize administration to issue an RFP for a comprehensive wage and salary and benefit survey. Council authorizes administration to proceed with drafting an RFP for a wage, salary and benefit study.

i. Fire Department report
ii. Police Department report
iii. DPW report
iv. Clerk report

b. Councilmember committee Reports

EATRAN – Chin – attended first meeting, the route from Charlotte to Lansing has been established with stops at the old and new Courthouse and runs Monday through Saturday. They also provide free rides to and from polling locations for the election.

Library – Scott – New sign coming, plans for exterior and interior projects to be planned. The Library is seeking to expand library services into adjacent communities. There is a level of hostility reported by those making the effort

All County Meeting Group – Chin –the County has significant budget and staffing shortages. A workgroup is established to problem solve and a millage increase is being considered. He attended a meeting with Senator Anthony, the Appropriations Chair – discussed the funding needs for infrastructure and roads of the City.

Compensation Committee – Rodriguez – The contract for Terry has been completed, he is happy with the progress of this group and attributes much of the work to Chin who provided his expertise.

CONSENT AGENDA:

a. Approval of Claims and Expenditures totaling $464,744.50

Motion by Duweck supported by Fullerton to approve the consent agenda. Carried. Yea 6; Nay 1 (Chin); Absent 0

BUSINESS AGENDA:

a. Approve proposed contract with The Woodhill Group

Motion by Fullerton supported by Christensen to approve proposed contract with The Woodhill Group. Carried by roll call vote; Yea 5 (Lewis, Scott, Duweck, Fullerton, Christensen; Nay 2 (Chin, Rodriguez); Absent 0

b. Approval of proposed contract for Interim City Manager, Doug Terry

Motion by Scott supported by Christensen to approve proposed contract for Interim City Manager Doug Terry. Carried by roll call vote. Yea 7; Nay 0; Absent 0

c. Sole source request – FY 24 Community Project Funding grant through congresswoman Slotkin

Motion by Scott supported by Duweck to approve the sole source request to purchase the medical component of the grant. Carried by roll call vote. Yea 7; Nay 0; Absent 0