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. Monday, November 25, 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/87368111247
One tap mobile: +16465588656,,87368111247#
Telephone: (312) 626-6799 Webinar ID: 873 6811 1247

1. **Call to Order**

2. **Roll Call**

3. **Invocation – Daniel Longden, First Lutheran Church**

4. **Pledge of Allegiance**

5. **Approval of Minutes**
   a. November 12, 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. **Special Presentation**
   a. City of Charlotte MERS Retirement Program Presentation

10. **Communications and Committee Reports**
    a. City Manager Report (with department reports)
    b. Update from Police Chief Brentar on the Sole Source Request- FY 24 Community Project Funding grant through Congress woman Slotkin
    c. Councilmember Committee Reports

11. **Consent Agenda**
    a. Approval of Claims and Expenditures totaling $578,378.47

12. Business Agenda

a. First reading and consider scheduling a public hearing, and second reading for Proposed Ordinance 2024-02,'Public Nuisance Defined and Prohibited.'
b. Consider approval of Resolution 2024-42 Appointment of Christina Horton as Finance Director/Treasurer
c. Consider approval of Resolution 2024-43 Consumer Power Street Light
d. Consider approval of a sealed bid contract with MicroTech in the amount of $58,164 annually and $100 per hour for special projects for IT Managed Services
e. Consider approval of contract by Prein & Newhof in the amount of $26,500 for Airport Parking Lot and Access Road Reconstruction Engineering
f. Consider approval of a sealed bid contract with Spalding DeDecker in the amount of $26,778.00 for Walnut Street Engineering and Construction Services
g. Consider approval of a contract with McKenna in the amount not to exceed $36,000 for CHILL Housing Grant Third Party Administration
h. Consider approval of a sealed bid contract with Beckett and Raedar in the amount of $15,000 for Downtown Strategic/Tax Increment Finance Plan
i. Consider approval of a sealed bid contract with OHM in the amount of $11,250 for Combs Industrial Park Street and Utility Design Services
j. Review and consider approval of City Manager Review Ad Hoc Committee document
k. Downtown Parking Program Review Discussion

13. 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

14. Staff Comments

15. Mayor and Council Comments

16. 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.
November 12, 2024

CALL TO ORDER:

By Mayor Lewis on Tuesday November 12, 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 and City Manager Hillard

INVOCATION:

Randy Royston, New Hope Community Church

PLEDGE OF ALLEGIANCE:

Led by Lewis

APPROVAL OF MINUTES:

a. October 28, 2024 Regular Council Meeting Minutes

Motion by Chin supported by Duweck to approve the October 28, 2024 Regular Council Meeting Minutes, as amended. Carried; Yea 7; Nay 0; Absent 0

ABSENCE OF COUNCIL MEMBERS:

All present

PUBLIC COMMENT:

Annie Williams, resident and Exec. Dir. Of Charlotte Rising. She distributed Social District packets to everyone, which included an invitation to the ribbon-cutting event scheduled for Monday November 25th at 1:30 p.m. on the lawn of Courthouse Square. Additionally, she shared updates on the façade grant program and the upcoming Small Business Saturday event.

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 Attorney Report was received

b. Councilmember Committee Reports

Christensen – the Camp Frances board meeting is being held tonight. The Planning Commission held a pubic hearing on the Master Plan and received very low public attendance. New businesses coming to town include a service station and convenience store, and Excel Propane.

Chin – EATRAN meets tomorrow. The City Manager Evaluation Ad Hoc Committee met with Hillard and is currently in the final stages of editing. The completed document will be sent to the City Council for final approval. Having troubles getting the Youth Advisory Committee started.

Scott – The Charlotte Area Recreational Coop has morning and evening meetings this Thursday with more information to come

CONSENT AGENDA:

a. Approval of Claims and Expenditures totaling $466,176.81

b. Approval of Mayoral Appointments

NAME	BOARD/COMMISSION	EXP. 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

The Ad Hoc Housing Committee will perform as a study group intended to explore all areas of housing-related issues within the city. A workshop is scheduled for December 18th to facilitate a council discussion on these topics

Motion by Duweck and supported by Scott to approve the consent agenda. Carried by roll call vote; Yea 7 Nay 0; Absent 0

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

Motion by Chin supported by Fullerton to approve sealed bid contract with Mannick Smith Group in the amount of $11,820 for Oak Park Preliminary Design Services. Carried; Yea 7; Nay 0; Absent 0

b. Consider approval of a sealed bid contract with Prein and Newhof for Airport Engineering Services

Motion by Rodriguez supported by Scott to approve sealed bid contract with Prein and Newhof for Airport Engineering Services. Carried by roll call vote; Yea 7; Nay 0; Absent 0

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.

Motion by Duweck supported by Fullerton to approve the FY 24 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. Carried by roll call vote; Yea 7; Nay 0; Absent 0

d. Council discussion: Street Maintenance Program Review

Lewis sought input from the Council on the street program, including potential solutions, condition ratings, and long-term financing options. It was suggested to await the comprehensive report, which will include a PASER assessment. City Manager Hillard is working with Spalding DeDecker, the city's DPW Director service provider, and expects to have more information available by January.

PUBLIC COMMENT:

Nicole Christensen, resident. Announced she is the new District 12 County Commissioner Elect and thanked all her supporters.

STAFF COMMENTS:

No comments

MAYOR AND COUNCIL COMMENTS:

Scott – Shared that DPW performs stump grinding during the winter season.

Chin – Shared MML and State legislation updates.

Rodriguez – He asked Hillard to provide the Council with context regarding street repairs and sought clarification on discussions during the Consent Agenda items. Additionally, he acknowledged the Clerk for successfully managing the recent election

Christensen - Commended the organization of the recent elections. He also attended the 130th anniversary celebration of the Library and highlighted that several local restaurants offered free meals to veterans and active-duty service members on Veterans Day. Additionally, he mentioned that the GWFC fundraiser for the Siren Center will take place at St. Mary's this Sunday.

Fullerton – No comment

Duweck - No comment

Lewis – Thanked the Clerk and staff for a successful election.

ADJOURN:

Motion by Christensen supported by Fullerton to adjourn the meeting at 8:15 p.m. Carried; Yea 7; Nay 0; Absent 0

Respectfully submitted,
Mary LaRocque, City Clerk



Municipal Employees' Retirement System of Michigan

Annual Actuarial Valuation Report
December 31, 2023 - Charlotte, City of (2301)



800.521.0498 | P: 248.799.9000 | www.grsconsulting.com

Spring 2024

Charlotte, City of

In care of:
Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, Michigan 48917

This report presents the results of the Annual Actuarial Valuation, prepared for Charlotte, City of (2301) as of December 31, 2023. The report includes the determination of liabilities and contribution rates resulting from the participation in the Municipal Employees' Retirement System of Michigan ("MERS"). This report contains the minimum actuarially determined contribution requirement, in alignment with the MERS Plan Document, Actuarial Policy, the Michigan Constitution, and governing statutes. Charlotte, City of is responsible for the employer contributions needed to provide MERS benefits for its employees and former employees.

The purposes of this valuation are to:

- Measure funding progress as of December 31, 2023,
- Establish contribution requirements for the fiscal year beginning July 1, 2025,
- Provide information regarding the identification and assessment of risk,
- Provide actuarial information in connection with applicable Governmental Accounting Standards Board (GASB) statements, and
- Provide information to assist the local unit of government with State reporting requirements.

This valuation assumed the continuing ability of the plan sponsor to make the contributions necessary to fund this plan. A determination regarding whether or not the plan sponsor is actually able to do so is outside our scope of expertise and was not performed.

The findings in this report are based on data and other information through December 31, 2023. The valuation was based upon information furnished by MERS concerning Retirement System benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We checked for internal reasonability and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by MERS.

The Municipal Employees' Retirement Act, PA 427 of 1984 and the MERS' Plan Document Article VI Sec. 71 (1)(d), provides the MERS Board with the authority to set actuarial assumptions and methods after consultation with the actuary. As the fiduciary of the plan, the MERS Retirement Board sets certain assumptions for funding and GASB purposes. These assumptions are reviewed regularly through a comprehensive study, most recently in the fall of 2021. The MERS Retirement Board adopted a Dedicated Gains Policy at the February 17, 2022 Board meeting. The Dedicated Gains Policy automatically reduces the assumed rate of investment return in conjunction with recognizing excess investment gains to mitigate the impact on employer contributions the first year. The policy was effective with the December 31, 2021 annual actuarial valuation.

The Michigan Department of Treasury provides required assumptions to be used for purposes of Public Act 202 reporting. These assumptions are for reporting purposes only and do not impact required contributions. Please refer to the State Reporting page found at the end of this report for information for this filing.

For a full list of all the assumptions used, please refer to the division-specific assumptions described in table(s) in this report, and to the Appendix on the MERS website at:
https://www.mersofmich.com/Portals/0/Assets/Resources/AAV-Appendix/MERS-2023AnnualActuarialValuation-Appendix.pdf

The actuarial assumptions used for this valuation, including the assumed rate of investment return, are reasonable for purposes of the measurement. The combined effect of the assumptions is expected to have no significant bias (i.e., not significantly optimistic or pessimistic).

In December 2021, the Actuarial Standards Board (ASB) adopted a revision to the Actuarial Standard of Practice (ASOP) No. 4, *Measuring Pension Obligations and Determining Pension Plan Costs or Contributions*. Beginning with the December 31, 2023 annual actuarial valuation, the revised ASOP No. 4 requires the calculation and disclosure of a liability referred to by the ASOP as the "Low-Default-Risk Obligation Measure" (LDROM). The LDROM calculation is provided in aggregate, along with aggregate employer results, in a separate report titled "Summary Report of the 78th Annual Actuarial Valuations," and will be available on the MERS website during the fall of 2024.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of Charlotte, City of as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and with applicable statutes.

Rebecca L. Stouffer, Mark Buis, Kurt Dosson, and Shana M. Neeson are members of the American Academy of Actuaries. These actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor. GRS maintains independent consulting agreements with certain local units of government for services unrelated to the actuarial consulting services provided in this report.



The Retirement Board of the Municipal Employees' Retirement System of Michigan confirms that the System provides for payment of the required employer contribution as described in Section 20m of Act No. 314 of 1965 (MCL 38.1140m).

This information is purely actuarial in nature. It is not intended to serve as a substitute for legal, accounting, or investment advice.

This report was prepared at the request of the MERS Retirement Board and may be provided only in its entirety by the municipality to other interested parties (MERS customarily provides the full report on request to associated third parties such as the auditor for the municipality). GRS is not responsible for the consequences of any unauthorized use. This report should not be relied on for any purpose other than the purposes described herein. Determinations of financial results, associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

If you have reason to believe that the plan provisions are incorrectly described, that important plan provisions relevant to this valuation are not described, that conditions have changed since the calculations were made, that the information provided in this report is inaccurate or is in anyway incomplete, or if you need further information in order to make an informed decision on the subject matter in this report, please contact your Regional Manager at 1.800.767.MERS (6377).

Sincerely,
Gabriel, Roeder, Smith & Company

Rebecca L. Stouffer, ASA, FCA, MAAA

Mark Buis, FSA, FCA, EA, MAAA

Kurt Dosson, ASA, FCA, MAAA

Shana M. Neeson, ASA, FCA, MAAA

Table of Contents

Executive Summary 6
Table 1: Employer Contribution Details for the Fiscal Year Beginning July 1, 2025 14
Table 2: Benefit Provisions 16
Table 3: Participant Summary 19
Table 4: Reported Assets (Market Value) 21
Table 5: Flow of Valuation Assets 22
Table 6: Actuarial Accrued Liabilities and Valuation Assets as of December 31, 2023 23
Table 7: Actuarial Accrued Liabilities - Comparative Schedule 25
Tables 8 and 9: Division-Based Comparative Schedules 26
Table 10: Division-Based Layered Amortization Schedule 38
GASB Statement No. 68 Information 48
Benefit Provision History 49
Plan Provisions, Actuarial Assumptions, and Actuarial Funding Method 54
Risk Commentary 55
State Reporting 57

Executive Summary

Funded Ratio

The funded ratio of a plan is the percentage of the dollar value of the actuarial accrued liability that is covered by the actuarial value of assets. While the funded ratio may be a useful plan measurement, understanding a plan's funding trend may be more important than a particular point in time. Refer to Table 7 to find a history of this information.

	12/31/2023	12/31/2022
Funded Ratio*	60%	56%

* Reflects assets from Surplus divisions, if any.

Throughout this report are references to valuation results generated prior to the 2018 valuation date. Results prior to 2018 were received directly from the prior actuary or extracted from the previous valuation system by MERS's technology service provider.

Required Employer Contributions

Your required employer contributions are shown in the following table. Employee contributions, if any, are in addition to the employer contributions.

Effective with the December 31, 2021 valuation, the MERS Retirement Board adopted a Dedicated Gains Policy which allows for recognition of asset gains in excess of a set threshold in combination with lowering the assumed rate of investment return. Effective with the 2020 and 2019 valuations respectively, the MERS Retirement Board adopted updated demographic and economic assumptions. **The combined impact of the prior 2020 and 2019 demographic and economic assumption changes is fully reflected in the 2023 annual actuarial valuation, evidenced with the Phase-in and No Phase-in contribution requirements being equal**. There is no phase-in of dedicated gains.

By default, MERS will invoice you based on the amount in the "No Phase-in" columns. This amount will be considered the minimum required contribution unless you request to be billed the "Phase-in" rates. If you wish to be billed using the phased-in rates, please contact MERS, at which point the alternate minimum required contribution will be the amount in the "Phase-in" columns.

	Percentage of Payroll				Monthly $ Based on Projected Payroll			
	Phase-in	No Phase-in	Phase-in	No Phase-in	Phase-in	No Phase-in	Phase-in	No Phase-in
Valuation Date:	12/31/2023	12/31/2023	12/31/2022	12/31/2022	12/31/2023	12/31/2023	12/31/2022	12/31/2022
Fiscal Year Beginning:	July 1, 2025	July 1, 2025	July 1, 2024	July 1, 2024	July 1, 2025	July 1, 2025	July 1, 2024	July 1, 2024
Division								
01 - SEIU,DPW,WWTP	-	-	-	-	$ 22,789	$ 22,789	$ 21,466	$ 21,820
02 - Police NSU	-	-	-	-	20,500	20,500	18,067	18,562
05 - Fire	-	-	-	-	11,376	11,376	9,782	10,042
10 - Non Union	-	-	-	-	31,829	31,829	27,533	28,361
12 - SEIU Clrcl	-	-	-	-	916	916	602	727
21 - FOP Sprvsn	-	-	-	-	17,627	17,627	15,469	15,910
HA - Police Union After 7/1/2012	0.00%	0.00%	0.00%	0.00%	0	0	0	0
HB - SEIU Union DPW/Cler aft 7/1/1	1.01%	1.01%	0.78%	0.78%	738	738	527	527
HC - Fire aft 4/1/13	6.90%	6.90%	6.35%	6.35%	3,220	3,220	2,656	2,656
HD - Non Union on/aft 4/1/13	8.47%	8.47%	10.25%	10.25%	1,650	1,650	1,318	1,318
Total Municipality - Estimated Monthly Contribution					**$ 110,645**	**$ 110,645**	**$ 97,420**	**$ 99,923**
Total Municipality - Estimated Annual Contribution					**$ 1,327,740**	**$ 1,327,740**	**$ 1,169,040**	**$ 1,199,076**

Employee contribution rates:

	Employee Contribution Rate	
Valuation Date:	12/31/2023	12/31/2022
Division		
01 - SEIU,DPW,WWTP	2.25%	2.25%
02 - Police NSU	10.00%	10.00%
05 - Fire	7.20%	7.20%
10 - Non Union	7.20%	7.20%
12 - SEIU Clrcl	2.25%	2.25%
21 - FOP Sprvsn	13.00%	13.00%
HA - Police Union After 7/1/2012	0.00%	0.00%
HB - SEIU Union DPW/Cler aft 7/1/1	0.00%	0.00%
HC - Fire aft 4/1/13	0.00%	0.00%
HD - Non Union on/aft 4/1/13	0.00%	0.00%

The employer may contribute more than the minimum required contributions, as these additional contributions will earn investment income and may result in lower future contribution requirements. Employers making contributions in excess of the minimum requirements may elect to apply the excess contribution immediately to a particular division, or segregate the excess into one or more "Surplus" divisions. An election in the first case would immediately reduce any unfunded accrued liability and lower the

amortization payments throughout the remaining amortization period. An election to set up one or more Surplus divisions would not immediately lower future contributions, however the assets from the Surplus division(s) could be transferred to an unfunded division in the future to reduce the unfunded liability in future years, or to be used to pay all or a portion of the minimum required contribution in a future year. For purposes of this report, the assets in any Surplus division have been included in the municipality's total assets, unfunded accrued liability, and funded status; however, these assets are not used in calculating the minimum required contribution.

MERS strongly encourages employers to contribute more than the minimum contribution shown above. With the implemented dedicated gains policy, market gains and losses will continue to be smoothed over five years; however, since excess returns are used to lower the investment assumption, there will be fewer gains to smooth in down markets. Having additional funds in Surplus divisions will assist plans with navigating any market volatility.

Assuming that experience of the plan meets actuarial assumptions:

- To accelerate to a 100% funding ratio in 10 years, estimated monthly employer contributions for the fiscal year beginning in 2025 for the entire employer would be $147,685, instead of $110,645.

The required employer contribution rates, or dollars if the division is closed, determined in this report are reasonable under Actuarial Standard of Practice (ASOP) No. 4, Measuring Pension Obligations and Determining Pension Plan Costs or Contributions, based on:

- The use of reasonable actuarial assumptions and cost methods,
- The use of reasonable amortization and asset valuation methods; and
- Application of the MERS funding policy which will accumulate sufficient assets to make benefit payments when due, assuming all assumptions will be realized, and the required employer contributions are made when due.

How and Why Do These Numbers Change?

In a defined benefit plan, contributions vary from one annual actuarial valuation to the next as a result of the following:

- Changes in benefit provisions (see Table 2),
- Changes in actuarial assumptions and methods (see the Appendix); and
- Experience of the plan (investment experience and demographic experience); this is the difference between actual experience of the plan and the actuarial assumptions.

These impacts are reflected in various tables in the report. For more information, please contact your Regional Manager.

Comments on Investment Rate of Return Assumption

A defined benefit plan is funded by employer contributions, participant contributions, and investment earnings. Investment earnings have historically provided a significant portion of the funding. The larger the share of benefits being provided from investment returns, the smaller the required contributions, and vice versa. Determining the contributions required to prefund the promised retirement benefits requires an assumption of what investment earnings are expected to add to the fund over a long period of time. This is called the **Investment Return Assumption**.

The MERS Investment Return Assumption is **6.93%** per year. This, along with all of our other actuarial assumptions, is reviewed at least every five years in an Experience Study that compares the assumptions used against actual experience and recommends adjustments if necessary. If your municipality would like to explore contributions at lower assumed investment return assumptions, please review the "What If" projection scenarios later in this report.

Assumption and Method Changes in 2023

Effective February 17, 2022, the MERS Retirement Board adopted a dedicated gains policy that automatically lowers the assumed rate of investment return by using excess asset gains to mitigate large increases in required contributions to the Plan. Full details of this dedicated gains policy are available in the Actuarial Policy found on the MERS website. Some goals of the dedicated gains policy are to:

- Provide a systematic approach to lower the assumed rate of investment return between experience studies; and
- Use excess gains to cover both the increase in normal cost and any increase in UAL payment the first contribution year after application (i.e., minimize the first-year impact (i.e., increase) in employer contributions).

The dedicated gains policy was implemented with the December 31, 2021 annual actuarial valuation and was reflected in the computed employer contribution amounts beginning in fiscal year 2023.

Investment performance measured for the one-year period ending December 31, 2023 resulted in current year excess gains for use in lowering the assumed rate of investment return. As a result, the assumed rate of investment return was lowered from 7.00% to 6.93%. The December 31, 2023 valuation liabilities were developed using this new, lower assumption. Additionally, as a result of recognizing excess market gains, the valuation assets used to fund these liabilities are 1.4% higher than if there were no dedicated gains policy. The combined impact of these changes will minimize the first-year impact on employer contributions and may result in an increase or a decrease in employer contributions.

There were no other assumption or method changes in 2023.

Future Assumption and Method Changes

As the fiduciary of the plan, the MERS Retirement Board sets certain assumptions for funding and GASB purposes. These assumptions are reviewed periodically through a comprehensive study, called an Experience Study. The next Experience Study will commence during the fall of 2024.

Protecting MI Pension Grant Program

On July 1, 2022, Michigan lawmakers passed the State budget for the 2022-23 fiscal year. As a part of the budget, $750 million was earmarked for underfunded municipal pension plans in counties, cities, townships, villages and road commissions across the State. Known as the ***Protecting MI Pension Grant Program***, the legislation is designed to support municipal plans that are under 60% funded.

Funds received by municipalities were deposited into the MERS trust during August 2023 and are reflected in this valuation.

Comments on Asset Smoothing

To avoid dramatic spikes and dips in annual contribution requirements due to short-term fluctuations in asset markets, MERS applies a technique called **asset smoothing**. This spreads out each year's investment gains or losses over the prior year and the following four years. After initial application of asset smoothing, remaining excess market gains are used to buy down the assumed rate of investment return and increase the level of valuation assets, to the extent allowed by the dedicated gains policy. This smoothing method is used to determine your actuarial value of assets (valuation assets), which is then used to determine both your funded ratio and your required contributions. **The (smoothed) actuarial rate of return for 2023 was 5.54%, while the actual market rate of return was 10.94%.** The actuarial rate of return is below the assumed rate of return, which will put upward pressure on the employer contribution requirements determined in this valuation. To see historical details of the market rate of return compared to the smoothed actuarial rate of return, refer to this report's Appendix or view the "How Smoothing Works" video on the Defined Benefit resource page of the MERS website.

As of December 31, 2023, the actuarial value of assets is 110% of market value due to asset smoothing. This means that there are deferred investment losses, which will put upward pressure on contributions in the short term.

If the December 31, 2023 valuation results were based on market value instead of actuarial value:

- The funded percent of your entire municipality would be 55% (instead of 60%); and
- Your total employer contribution requirement for the fiscal year starting July 1, 2025 would be $1,449,228 (instead of $1,327,740).

Alternate Scenarios to Estimate the Potential Volatility of Results ("What If Scenarios")

The calculations in this report are based on assumptions about long-term economic and demographic behavior. These assumptions will never materialize in a given year, except by coincidence. Therefore, the results will vary from one year to the next. The volatility of the results depends upon the characteristics of the plan. For example:

- Open divisions that have substantial assets compared to their active employee payroll will have more volatile employer contribution rates due to investment return fluctuations.
- Open divisions that have substantial accrued liability compared to their active employee payroll will have more volatile employer contribution rates due to demographic experience fluctuations.
- Small divisions will have more volatile contribution patterns than larger divisions because statistical fluctuations are relatively larger among small populations.
- Shorter amortization periods result in more volatile contribution patterns.

Many assumptions are important in determining the required employer contributions. In the following table, we show the impact of varying the Investment Return assumption. Lower investment returns would generally result in higher required employer contributions, and vice versa. The three economic scenarios below provide a quantitative risk assessment for the impact of investment returns on the plan's projected financial condition for funding purposes.

The relative impact of the economic scenarios below will vary from year to year, as the participant demographics change. The impact of each scenario should be analyzed for a given year, not from year to year. The results in the table are based on the December 31, 2023 valuation and are for the municipality in total, not by division.

It is important to note that calculations in this report are mathematical estimates based upon assumptions regarding future events, which may or may not materialize. Actuarial calculations can and do vary from one valuation to the next, sometimes significantly depending on the group's size. Projections are not predictions. Future valuations will be based on actual future experience.

12/31/2023 Valuation Results	Lower Future Annual Returns	Lower Future Annual Returns	Valuation Assumptions
Investment Return Assumption	**4.93%**	**5.93%**	**6.93%**
Accrued Liability	$ 34,006,685	$ 30,166,494	$ 26,995,019
Valuation Assets[1]	$ 16,242,387	$ 16,242,387	$ 16,242,387
Unfunded Accrued Liability	$ 17,764,298	$ 13,924,107	$ 10,752,632
Funded Ratio	48%	54%	60%
Monthly Normal Cost	$ 40,779	$ 29,776	$ 21,664
Monthly Amortization Payment	$ 123,772	$ 105,647	$ 88,464
Total Employer Contribution[2]	$ 164,551	$ 135,423	$ 110,645

[1] The Valuation Assets include assets from Surplus divisions, if any.

[2] If assets exceed accrued liabilities for a division, the division may have an overfunding credit to reduce the division's employer contribution requirement. If the overfunding credit is larger than the normal cost, the division's full credit is included in the municipality's amortization payment above but the division's total contribution requirement is zero. This can cause the displayed normal cost and amortization payment to not add up to the displayed total employer contribution.

Projection Scenarios

The next two pages show projections of the plan's funded ratio and computed employer contributions under the actuarial assumptions used in the valuation and alternate economic assumption scenarios. All three projections account for the past investment experience that will continue to affect the actuarial rate of return in the short term.

The 6.93% scenario provides an estimate of computed employer contributions based on current actuarial assumptions, and a projected 6.93% market return. The other two scenarios may be useful if the municipality chooses to budget more conservatively and make contributions in addition to the minimum requirements. The 5.93% and 4.93% projection scenarios provide an indication of the potential required employer contribution if these assumptions were met over the long term.

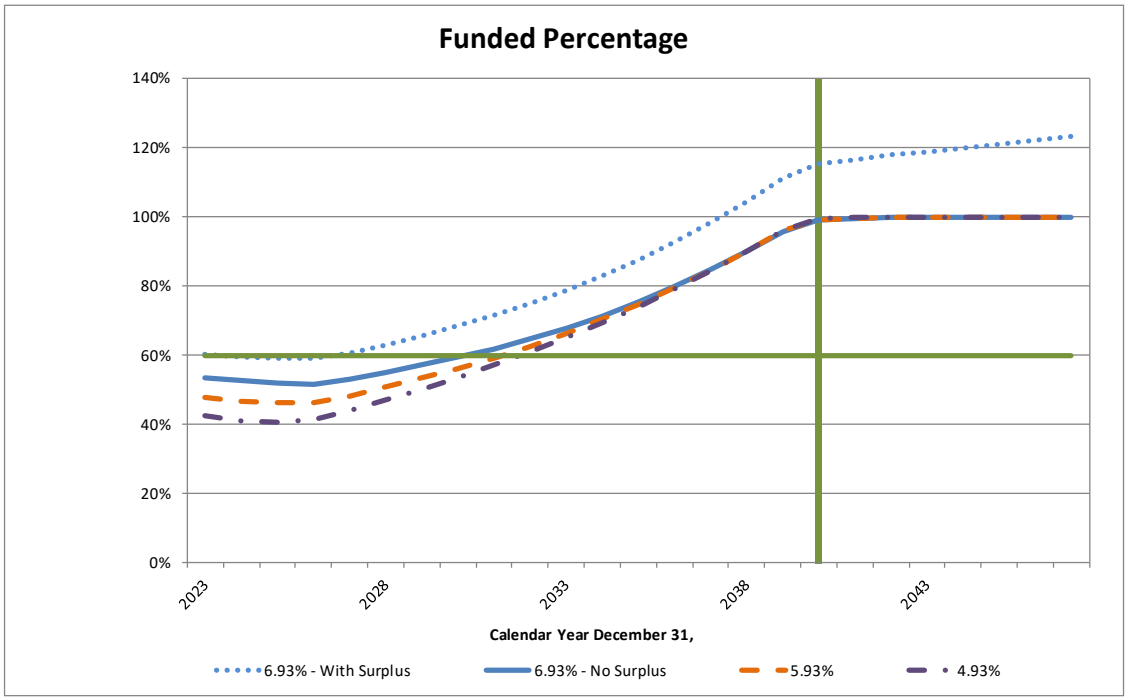
Your municipality includes one or more Surplus divisions. Extra contributions in a Surplus division may be used to reduce future employer contributions or to accelerate the date by which the municipality becomes 100% funded. The timing and use of these Surplus assets within the plan is discretionary. Certain employers have special funding arrangements that may differ from the Actuarial Policy.

The Funded Percentage graph shows projections of funded status under the 6.93% investment return assumption, both including the Surplus assets (contributed as of the valuation date), and without the Surplus assets. The graph including the Surplus assets assumes these Surplus assets grow with interest and are not used to lower future employer contributions. We modeled the projections including the Surplus assets in this fashion because the use of these assets within the plan is discretionary by the employer and we do not know when and how the employer will use them. Once the employer uses these Surplus assets, any future employer contributions are expected to be lower than those shown in the projections.

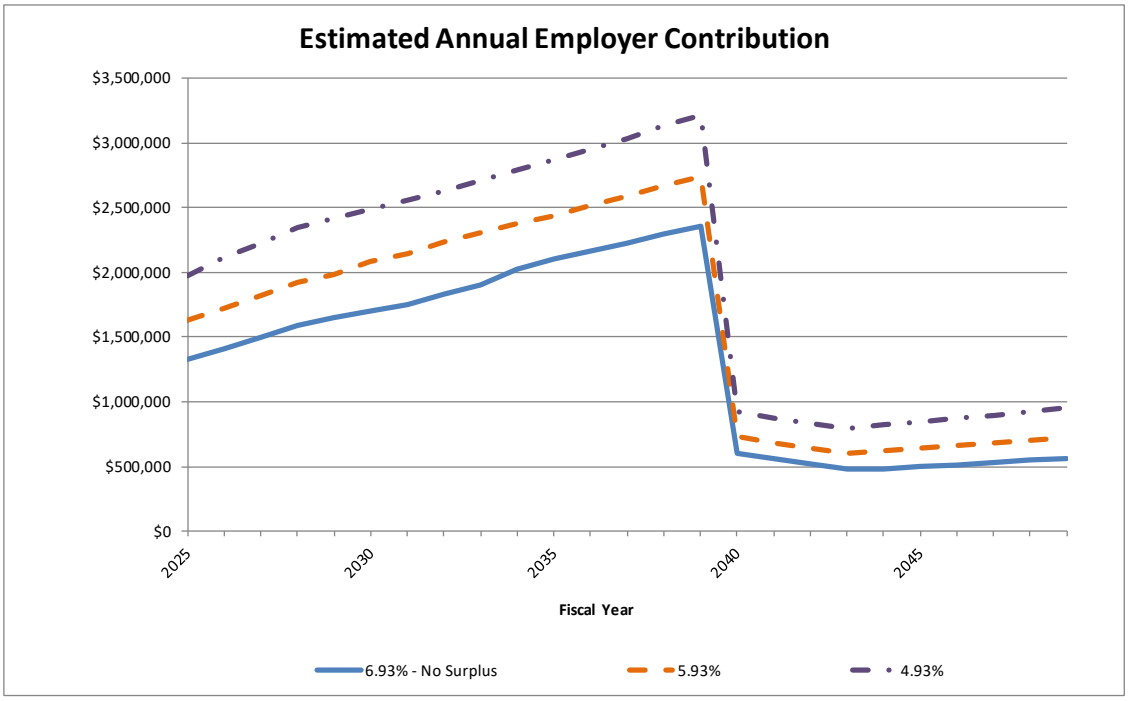
Valuation Year Ending 12/31	Fiscal Year Beginning 7/1	Actuarial Accrued Liability	Valuation Assets[2]	Funded Percentage	Estimated Annual Employer Contribution
6.93%[1]					
2023	2025	$ 26,995,019	$ 14,422,222	53%	$ 1,327,740
2024	2026	$ 27,300,000	$ 14,300,000	53%	$ 1,410,000
2025	2027	$ 27,600,000	$ 14,300,000	52%	$ 1,500,000
2026	2028	$ 28,000,000	$ 14,500,000	52%	$ 1,590,000
2027	2029	$ 28,400,000	$ 15,000,000	53%	$ 1,650,000
2028	2030	$ 28,700,000	$ 15,800,000	55%	$ 1,700,000
5.93%[1]					
2023	2025	$ 30,166,494	$ 14,422,222	48%	$ 1,625,076
2024	2026	$ 30,500,000	$ 14,200,000	47%	$ 1,720,000
2025	2027	$ 30,800,000	$ 14,200,000	46%	$ 1,820,000
2026	2028	$ 31,200,000	$ 14,400,000	46%	$ 1,920,000
2027	2029	$ 31,600,000	$ 15,300,000	48%	$ 1,980,000
2028	2030	$ 32,000,000	$ 16,200,000	51%	$ 2,080,000
4.93%[1]					
2023	2025	$ 34,006,685	$ 14,422,222	42%	$ 1,974,612
2024	2026	$ 34,400,000	$ 14,100,000	41%	$ 2,110,000
2025	2027	$ 34,700,000	$ 14,100,000	41%	$ 2,220,000
2026	2028	$ 35,100,000	$ 14,600,000	42%	$ 2,350,000
2027	2029	$ 35,600,000	$ 15,700,000	44%	$ 2,420,000
2028	2030	$ 36,000,000	$ 16,900,000	47%	$ 2,490,000

[1] Represents both the interest rate for discounting liabilities and the future investment return assumption on the Market Value of assets.

[2] Valuation Assets do not include assets from Surplus divisions, if any.



Notes:
Assumes assets from the Surplus division(s) will grow with interest and will not be used to lower employer contributions of non-surplus divisions during the projection period. Also assumes no additional contributions in future years to the surplus division(s). The green indicator lines have been added at 60% funded and 17 years following the valuation date for PA 202 purposes.



Notes:
Projected employer contributions do not reflect the use of any assets from the Surplus division(s).

Table 1: Employer Contribution Details for the Fiscal Year Beginning July 1, 2025

Division	Total Normal Cost	Employee Contribution Rate	Employer Contributions[1]			Computed Employer Contribution With Phase-In	Blended ER Rate No Phase-In[5]	Blended ER Rate With Phase-In[5]	Employee Contribution Conversion Factor[2]
			Employer Normal Cost[6]	Payment of the Unfunded Accrued Liability[4]	Computed Employer Contribution No Phase-In				
Percentage of Payroll									
01 - SEIU,DPW,WWTP	10.43%	2.25%	-	-	-	-	26.46%	26.46%	
02 - Police NSU	17.56%	10.00%	-	-	-	-	43.45%	43.45%	
05 - Fire	10.97%	7.20%	-	-	-	-	47.32%	47.32%	
10 - Non Union	13.33%	7.20%	-	-	-	-	47.32%	47.32%	
12 - SEIU Clrcl	0.00%	2.25%	-	-	-	-	26.46%	26.46%	
21 - FOP Sprvsn	19.51%	13.00%	-	-	-	-	43.45%	43.45%	
HA - Police Union After 7/1/2012	7.93%	0.00%	7.93%	-8.80%	0.00%	0.00%	43.45%	43.45%	
HB - SEIU Union DPW/Cler aft 7/1/1	6.59%	0.00%	6.59%	-5.58%	1.01%	1.01%	26.46%	26.46%	
HC - Fire aft 4/1/13	8.62%	0.00%	8.62%	-1.72%	6.90%	6.90%	47.32%	47.32%	
HD - Non Union on/aft 4/1/13	8.41%	0.00%	8.41%	0.06%	8.47%	8.47%			
Estimated Monthly Contribution[3]									
01 - SEIU,DPW,WWTP			$ 1,589	$ 21,200	$ 22,789	$ 22,789			
02 - Police NSU			1,500	19,000	20,500	20,500			
05 - Fire			381	10,995	11,376	11,376			
10 - Non Union			2,533	29,296	31,829	31,829			
12 - SEIU Clrcl			0	916	916	916			
21 - FOP Sprvsn			462	17,165	17,627	17,627			
HA - Police Union After 7/1/2012			4,727	(5,244)	0	0			
HB - SEIU Union DPW/Cler aft 7/1/1			4,809	(4,071)	738	738			
HC - Fire aft 4/1/13			4,024	(804)	3,220	3,220			
HD - Non Union on/aft 4/1/13			1,639	11	1,650	1,650			
Total Municipality			**$ 21,664**	**$ 88,464**	**$ 110,645**	**$ 110,645**			
Estimated Annual Contribution[3]			**$ 259,968**	**$ 1,061,568**	**$ 1,327,740**	**$ 1,327,740**			

[1] The above employer contribution requirements are in addition to the employee contributions, if any.

[2] If employee contributions are increased/decreased by 1.00% of pay, the employer contribution requirement will decrease/increase by the Employee Contribution Conversion Factor. The conversion factor is usually under 1% because employee contributions may be refunded at termination of employment and not used to fund retirement pensions. Employer contributions will all be used to fund pensions.

[3] For divisions that are open to new hires, estimated contributions are based on projected fiscal year payroll. Actual contributions will be based on actual reported monthly pays, and will be different from the above amounts. For divisions that will have no new hires (i.e., closed divisions), invoices will be based on the above dollar amounts which are based on projected fiscal year payroll. See description of Open Divisions and Closed Divisions in the Appendix.

[4] Note that if the overfunding credit is larger than the normal cost, the full credit is shown above but the total contribution requirement is zero. This will cause the

displayed normal cost and unfunded accrued liability contributions not to add across.

[5] For linked divisions, the employer will be invoiced the Computed Employer Contribution No Phase-in rate shown above for each linked division (a contribution rate for the open division; a contribution dollar for the closed-but-linked division), unless the employer elects to contribute the Blended Employer Contribution rate shown above, by contacting MERS at 800-767-MERS (6377).

[6] For divisions with a negative employer normal cost, employee contributions cover the normal cost and a portion of the payment of any unfunded accrued liability.

Please see the Comments on Asset Smoothing in the Executive Summary of this report.

Table 2: Benefit Provisions

01 - SEIU,DPW,WWTP: Closed to new hires, linked to Division HB

	2023 Valuation	2022 Valuation
Benefit Multiplier:	2.25% Multiplier (80% max)	2.25% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	55/25	55/25
Early Retirement (Reduced):	50/25	50/25
	55/15	55/15
Final Average Compensation:	5 years	5 years
Employee Contributions:	2.25%	2.25%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

02 - Police NSU: Closed to new hires, linked to Division HA

	2023 Valuation	2022 Valuation
Benefit Multiplier:	3.00% Multiplier (80% max)	3.00% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	50/25	50/25
Early Retirement (Reduced):	55/15	55/15
Final Average Compensation:	5 years	5 years
Employee Contributions:	10.00%	10.00%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

05 - Fire: Closed to new hires, linked to Division HC

	2023 Valuation	2022 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	55/20	55/20
Early Retirement (Reduced):	50/25	50/25
	55/15	55/15
Final Average Compensation:	5 years	5 years
Employee Contributions:	7.20%	7.20%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

10 - Non Union: Closed to new hires, linked to Division HC

	2023 Valuation	2022 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	55/20	55/20
Early Retirement (Reduced):	50/25	50/25
	55/15	55/15
Final Average Compensation:	5 years	5 years
Employee Contributions:	7.20%	7.20%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

12 - SEIU Clrcl: Closed to new hires, linked to Division HB

	2023 Valuation	2022 Valuation
Benefit Multiplier:	2.25% Multiplier (80% max)	2.25% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	55/20	55/20
Early Retirement (Reduced):	50/25	50/25
	55/15	55/15
Final Average Compensation:	5 years	5 years
Employee Contributions:	2.25%	2.25%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

21 - FOP Sprvsn: Closed to new hires, linked to Division HA

	2023 Valuation	2022 Valuation
Benefit Multiplier:	3.00% Multiplier (80% max)	3.00% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	50/25	50/25
Early Retirement (Reduced):	55/15	55/15
Final Average Compensation:	5 years	5 years
Employee Contributions:	13.00%	13.00%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

HA - Police Union After 7/1/2012: Open Division, linked to Division 02, 21

	2023 Valuation	2022 Valuation
Benefit Multiplier:	1.75% Multiplier (no max)	1.75% Multiplier (no max)
Normal Retirement Age:	60	60
Vesting:	6 years	6 years
Early Retirement (Unreduced):	55/25	55/25
Early Retirement (Reduced):	-	-
Final Average Compensation:	3 years	3 years
Employee Contributions:	0.00%	0.00%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

HB - SEIU Union DPW/Cler aft 7/1/1: Open Division, linked to Division 01, 12

	2023 Valuation	2022 Valuation
Benefit Multiplier:	1.25% Multiplier (no max)	1.25% Multiplier (no max)
Normal Retirement Age:	60	60
Vesting:	6 years	6 years
Early Retirement (Unreduced):	-	-
Early Retirement (Reduced):	-	-
Final Average Compensation:	3 years	3 years
Employee Contributions:	0.00%	0.00%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

HC - Fire aft 4/1/13: Open Division, linked to Division 05, 10

	2023 Valuation	2022 Valuation
Benefit Multiplier:	1.75% Multiplier (no max)	1.75% Multiplier (no max)
Normal Retirement Age:	60	60
Vesting:	6 years	6 years
Early Retirement (Unreduced):	55/25	55/25
Early Retirement (Reduced):	-	-
Final Average Compensation:	3 years	3 years
Employee Contributions:	0.00%	0.00%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

HD - Non Union on/aft 4/1/13: Open Division

	2023 Valuation	2022 Valuation
Benefit Multiplier:	1.25% Multiplier (no max)	1.25% Multiplier (no max)
Normal Retirement Age:	60	60
Vesting:	6 years	6 years
Early Retirement (Unreduced):	55/25	55/25
Early Retirement (Reduced):	-	-
Final Average Compensation:	3 years	3 years
Employee Contributions:	0.00%	0.00%
Act 88:	Yes (Adopted 9/9/1968)	Yes (Adopted 9/9/1968)

Table 3: Participant Summary

Division	2023 Valuation Number	2023 Valuation Annual Payroll[1]	2022 Valuation Number	2022 Valuation Annual Payroll[1]	2023 Valuation Average Age	2023 Valuation Average Benefit Service[2]	2023 Valuation Average Eligibility Service[2]
01 - SEIU,DPW,WWTP							
Active Employees	4	$ 256,663	5	$ 304,312	50.9	19.4	19.4
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	20	373,205	20	373,205	72.5		
Pending Refunds	1		1				
02 - Police NSU							
Active Employees	3	$ 227,918	3	$ 214,552	43.1	15.4	18.9
Vested Former Employees	4	60,262	4	60,262	45.6	8.5	16.1
Retirees and Beneficiaries	13	303,002	13	303,002	70.0		
Pending Refunds	1		1				
05 - Fire							
Active Employees	1	$ 116,255	1	$ 91,192	35.0	16.3	16.3
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	8	221,474	8	221,474	67.2		
Pending Refunds	0		0				
10 - Non Union							
Active Employees	7	$ 543,671	6	$ 464,645	50.1	17.9	20.3
Vested Former Employees	1	1,767	1	1,767	58.4	2.0	11.3
Retirees and Beneficiaries	23	545,520	23	545,520	66.8		
Pending Refunds	0		0				
12 - SEIU Clrcl							
Active Employees	0	$ 0	0	$ 0	0.0	0.0	0.0
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	5	67,240	5	67,240	67.7		
Pending Refunds	1		1				
21 - FOP Sprvsn							
Active Employees	1	$ 81,664	1	$ 76,084	46.1	18.3	18.3
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	9	301,394	9	301,394	63.5		
Pending Refunds	0		0				
HA - Police Union After 7/1/2012							
Active Employees	9	$ 654,952	9	$ 589,369	30.9	5.3	5.7
Vested Former Employees	4	9,645	4	9,645	42.2	2.6	9.3
Retirees and Beneficiaries	1	7,570	0	0	63.2		
Pending Refunds	0		0				

Table 3 (continued)

Division	2023 Valuation Number	2023 Valuation Annual Payroll[1]	2022 Valuation Number	2022 Valuation Annual Payroll[1]	2023 Valuation Average Age	2023 Valuation Average Benefit Service[2]	2023 Valuation Average Eligibility Service[2]
HB - SEIU Union DPW/Cler aft 7/1/1							
Active Employees	16	$ 772,935	14	$ 724,047	39.9	4.1	9.6
Vested Former Employees	4	14,973	2	7,698	44.3	5.6	9.4
Retirees and Beneficiaries	0	0	0	0	0.0		
Pending Refunds	0		0				
HC - Fire aft 4/1/13							
Active Employees	5	$ 433,452	5	$ 400,550	37.7	5.8	5.8
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	0	0	0	0	0.0		
Pending Refunds	0		0				
HD - Non Union on/aft 4/1/13							
Active Employees	3	$ 217,214	2	$ 143,338	60.2	1.1	2.1
Vested Former Employees	1	1,861	0	0	52.7	1.9	19.2
Retirees and Beneficiaries	0	0	0	0	0.0		
Pending Refunds	0		0				
Total Municipality							
Active Employees	**49**	**$ 3,304,724**	**46**	**$ 3,008,089**	**41.8**	**8.8**	**11.2**
Vested Former Employees	**14**	**88,508**	**11**	**79,372**	**45.7**	**5.1**	**12.1**
Retirees and Beneficiaries	**79**	**1,819,405**	**78**	**1,811,835**	**68.4**		
Pending Refunds	**3**		**3**				
Total Participants	**145**		**138**				

1 Annual payroll for active employees; annual deferred benefits payable for vested former employees; annual benefits being paid for retirees and beneficiaries.

2 Descriptions can be found under Miscellaneous and Technical Assumptions in the Appendix.

Table 4: Reported Assets (Market Value)

Division	2023 Valuation		2022 Valuation	
	Employer and Retiree[1]	Employee[2]	Employer and Retiree[1]	Employee[2]
01 - SEIU,DPW,WWTP	$ 1,646,443	$ 98,559	$ 1,643,819	$ 101,943
02 - Police NSU	1,257,082	504,235	1,227,460	461,032
05 - Fire	1,070,924	88,039	1,046,092	76,509
10 - Non Union	3,630,892	564,923	3,438,061	493,624
12 - SEIU Clrcl	581,875	5,650	576,806	5,479
21 - FOP Sprvsn	1,435,637	134,048	1,451,548	118,506
HA - Police Union After 7/1/2012	971,509	0	872,642	0
HB - SEIU Union DPW/Cler aft 7/1/1	708,812	0	630,915	0
HC - Fire aft 4/1/13	390,932	0	307,932	0
HD - Non Union on/aft 4/1/13	26,855	0	18,517	0
S1 - Surplus Unassociated	362,559	0	184,029	0
SG - Surplus Grant Funds	1,292,807	0	0	0
Municipality Total[3]	**$ 13,376,328**	**$ 1,395,454**	**$ 11,397,821**	**$ 1,257,093**
Combined Assets[3]	**$14,771,782**		**$12,654,914**	

1 Reserve for Employer Contributions and Benefit Payments.

2 Reserve for Employee Contributions.

3 Totals may not add due to rounding.

The December 31, 2023 valuation assets (actuarial value of assets) are equal to 1.099555 times the reported market value of assets (compared to 1.157665 as of December 31, 2022). Refer to the Appendix for a description of the valuation asset derivation and a detailed calculation of valuation assets.

Assets in the Surplus division(s) are employer assets that have been reserved separately and may be used within the plan at the employer's discretion at some point in the future. These assets are not used in calculating the employer contribution for the fiscal year beginning July 1, 2025.

Table 5: Flow of Valuation Assets

Year Ended 12/31	Employer Contributions		Employee Contributions	Investment Income (Valuation Assets)	Benefit Payments	Employee Contribution Refunds	Net Transfers	Valuation Asset Balance
	Required	Additional						
2013	$ 412,929	$ 0	$ 134,946	$ 739,591	$ (1,130,538)	$ (12,382)	$ 0	$ 13,246,058
2014	440,591	0	131,690	728,236	(1,237,873)	(144)	0	13,308,558
2015	488,614	0	133,942	619,190	(1,303,433)	0	0	13,246,871
2016	560,878	0	133,756	632,343	(1,353,372)	(33,064)	0	13,187,412
2017	621,969	33,866	125,815	760,918	(1,468,713)	(3,270)	0	13,257,997
2018	667,801	58,215	116,735	466,956	(1,592,997)	0	0	12,974,707
2019	748,947	20,956	105,682	572,357	(1,676,157)	0	0	12,746,492
2020	911,922	0	104,248	957,760	(1,708,927)	0	0	13,011,495
2021	1,011,779	0	96,215	2,163,646	(1,751,483)	0	1	14,531,653
2022	1,106,923	175,000	89,089	504,220	(1,756,734)	0	1	14,650,152
2023	1,067,126	1,368,512	78,238	897,132	(1,818,774)	0	1	16,242,387

Notes:

Transfers in and out are usually related to the transfer of participants between municipalities, and to employer and employee payments for service credit purchases (if any) that the governing body has approved.

The investment income column reflects the recognized investment income based on Valuation Assets. It does not reflect the market value investment return in any given year.

The Valuation Asset balance includes assets from Surplus divisions, if any.

Years where historical information is not available will be displayed with zero values.

Table 6: Actuarial Accrued Liabilities and Valuation Assets as of December 31, 2023

Division	Actuarial Accrued Liability					Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
	Active Employees	Vested Former Employees	Retirees and Beneficiaries	Pending Refunds	Total			
01 - SEIU,DPW,WWTP	$ 1,069,278	$ 0	$ 3,778,173	$ 3,815	$ 4,851,266	$ 1,918,726	39.6%	$ 2,932,540
02 - Police NSU	1,159,031	257,364	3,122,824	22,501	4,561,720	1,936,665	42.5%	2,625,055
05 - Fire	296,703	0	2,502,490	0	2,799,193	1,274,344	45.5%	1,524,849
10 - Non Union	2,664,615	17,997	5,963,768	0	8,646,380	4,613,529	53.4%	4,032,851
12 - SEIU Clrcl	0	0	745,159	5,650	750,809	646,017	86.0%	104,792
21 - FOP Sprvsn	440,414	0	3,649,356	0	4,089,770	1,725,955	42.2%	2,363,815
HA - Police Union After 7/1/2012	434,329	40,604	83,056	0	557,989	1,068,228	191.4%	(510,239)
HB - SEIU Union DPW/Cler aft 7/1/1	297,118	55,629	0	0	352,747	779,378	220.9%	(426,631)
HC - Fire aft 4/1/13	354,699	0	0	0	354,699	429,851	121.2%	(75,152)
HD - Non Union on/aft 4/1/13	17,074	13,372	0	0	30,446	29,529	97.0%	917
S1 - Surplus Unassociated	0	0	0	0	0	398,653		(398,653)
SG - Surplus Grant Funds	0	0	0	0	0	1,421,512		(1,421,512)
Total	**$ 6,733,261**	**$ 384,966**	**$ 19,844,826**	**$ 31,966**	**$ 26,995,019**	**$ 16,242,387**	**60.2%**	**$ 10,752,632**

The following results show the combined accrued liabilities and assets for each set of linked divisions. These results are already shown in the table on the prior page(s).

Table 6 (continued)

Division	Actuarial Accrued Liability					Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
	Active Employees	Vested Former Employees	Retirees and Beneficiaries	Pending Refunds	Total			
Linked Divisions HA, 02, 21	$ 2,033,774	$ 297,968	$ 6,855,236	$ 22,501	$ 9,209,479	$ 4,730,848	51.4%	$ 4,478,631
Linked Divisions HB, 01, 12	1,366,396	55,629	4,523,332	9,465	5,954,822	3,344,121	56.2%	2,610,701
Linked Divisions HC, 05, 10	3,316,017	17,997	8,466,258	0	11,800,272	6,317,724	53.5%	5,482,548

Please see the Comments on Asset Smoothing in the Executive Summary of this report.

The December 31, 2023 valuation assets (actuarial value of assets) are equal to 1.099555 times the reported market value of assets. Refer to the Appendix for a description of the valuation asset derivation and a detailed calculation of valuation assets.

Table 7: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2009	$ 16,698,529	$ 12,393,669	74%	$ 4,304,860
2010	17,697,293	12,722,907	72%	4,974,386
2011	18,428,684	13,031,499	71%	5,397,185
2012	18,390,180	13,101,512	71%	5,288,668
2013	18,921,858	13,246,058	70%	5,675,800
2014	20,093,324	13,308,558	66%	6,784,766
2015	21,576,863	13,246,871	61%	8,329,992
2016	22,299,124	13,187,412	59%	9,111,712
2017	22,812,781	13,257,997	58%	9,554,784
2018	23,006,322	12,974,707	56%	10,031,615
2019	24,025,327	12,746,492	53%	11,278,835
2020	24,971,095	13,011,495	52%	11,959,600
2021	26,131,845	14,531,653	56%	11,600,192
2022	26,204,281	14,650,152	56%	11,554,129
2023	26,995,019	16,242,387	60%	10,752,632

Notes: Actuarial assumptions were revised for the 2009, 2010, 2011, 2012, 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The Valuation Assets include assets from Surplus divisions, if any.

Years where historical information is not available will be displayed with zero values.

Throughout this report are references to valuation results generated prior to the 2018 valuation date. Results prior to 2018 were received directly from the prior actuary or extracted from the previous valuation system by MERS's technology service provider.

Tables 8 and 9: Division-Based Comparative Schedules

Division 01 - SEIU,DPW,WWTP

Table 8-01: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 4,131,441	$ 2,954,368	72%	$ 1,177,073
2014	4,203,532	2,803,702	67%	1,399,830
2015	4,388,030	2,641,520	60%	1,746,510
2016	4,469,610	2,501,998	56%	1,967,612
2017	4,503,193	2,342,841	52%	2,160,352
2018	4,302,441	2,111,911	49%	2,190,530
2019	4,543,005	1,948,559	43%	2,594,446
2020	4,663,336	1,915,954	41%	2,747,382
2021	4,826,738	2,088,862	43%	2,737,876
2022	4,877,066	2,021,007	41%	2,856,059
2023	4,851,266	1,918,726	40%	2,932,540

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-01: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	11	$ 534,485	$ 9,133	2.25%
2014	8	401,454	$ 9,870	2.25%
2015	7	360,834	$ 12,188	2.25%
2016	7	373,112	$ 13,629	2.25%
2017	5	266,771	$ 14,668	2.25%
2018	5	279,689	$ 15,179	2.25%
2019	6	346,649	$ 19,062	2.25%
2020	6	369,236	$ 20,450	2.25%
2021	6	363,065	$ 20,462	2.25%
2022	5	304,312	$ 21,820	2.25%
2023	4	256,663	$ 22,789	2.25%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-02: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 3,346,230	$ 2,293,153	69%	$ 1,053,077
2014	3,429,783	2,278,542	66%	1,151,241
2015	3,652,176	2,251,099	62%	1,401,077
2016	3,769,514	2,142,975	57%	1,626,539
2017	3,827,152	2,069,309	54%	1,757,843
2018	3,888,497	1,905,193	49%	1,983,304
2019	4,226,507	1,794,020	42%	2,432,487
2020	4,259,892	1,767,239	41%	2,492,653
2021	4,504,424	1,961,129	44%	2,543,295
2022	4,446,302	1,954,709	44%	2,491,593
2023	4,561,720	1,936,665	42%	2,625,055

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-02: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	5	$ 279,414	$ 6,533	9.00%
2014	5	289,048	$ 7,272	10.00%
2015	5	298,189	$ 9,282	10.00%
2016	4	246,247	$ 10,646	10.00%
2017	4	250,304	$ 11,565	10.00%
2018	3	191,531	$ 13,209	10.00%
2019	4	271,189	$ 17,310	10.00%
2020	4	265,910	$ 18,110	10.00%
2021	4	275,066	$ 18,811	10.00%
2022	3	214,552	$ 18,562	10.00%
2023	3	227,918	$ 20,500	10.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-05: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 0	$ 0	0%	$ 0
2014	0	0	0%	0
2015	0	0	0%	0
2016	0	0	0%	0
2017	0	0	0%	0
2018	0	0	0%	0
2019	2,892,917	1,389,382	48%	1,503,535
2020	2,929,042	1,272,284	43%	1,656,758
2021	3,024,423	1,351,789	45%	1,672,634
2022	2,739,632	1,299,596	47%	1,440,036
2023	2,799,193	1,274,344	46%	1,524,849

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-05: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	0	$ 0	$ 0	0.00%
2014	0	0	$ 0	0.00%
2015	0	0	$ 0	0.00%
2016	0	0	$ 0	0.00%
2017	0	0	$ 0	0.00%
2018	0	0	$ 0	0.00%
2019	1	88,497	$ 10,086	7.20%
2020	1	90,766	$ 11,327	7.20%
2021	1	99,848	$ 11,452	7.20%
2022	1	91,192	$ 10,042	7.20%
2023	1	116,255	$ 11,376	7.20%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-10: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 8,250,614	$ 5,793,804	70%	$ 2,456,810
2014	8,772,768	5,842,154	67%	2,930,614
2015	9,497,473	5,757,438	61%	3,740,035
2016	9,785,458	5,667,455	58%	4,118,003
2017	9,973,157	5,676,389	57%	4,296,768
2018	10,084,576	5,531,068	55%	4,553,508
2019	7,661,109	3,985,598	52%	3,675,511
2020	8,091,302	4,136,880	51%	3,954,422
2021	8,294,568	4,590,591	55%	3,703,977
2022	8,322,935	4,551,574	55%	3,771,361
2023	8,646,380	4,613,529	53%	4,032,851

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-10: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	12	$ 724,526	$ 15,487	7.20%
2014	12	742,403	$ 18,577	7.20%
2015	12	765,569	$ 24,709	7.20%
2016	12	797,771	$ 27,187	7.20%
2017	12	820,575	$ 28,692	7.20%
2018	11	778,551	$ 30,763	7.20%
2019	7	525,137	$ 25,870	7.20%
2020	6	470,221	$ 28,428	7.20%
2021	6	456,285	$ 26,660	7.20%
2022	6	464,645	$ 28,361	7.20%
2023	7	543,671	$ 31,829	7.20%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-12: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 416,220	$ 453,510	109%	$ (37,290)
2014	442,969	497,046	112%	(54,077)
2015	518,878	540,838	104%	(21,960)
2016	576,361	586,458	102%	(10,097)
2017	613,524	629,600	103%	(16,076)
2018	673,895	642,038	95%	31,857
2019	687,635	638,438	93%	49,197
2020	728,209	641,423	88%	86,786
2021	761,614	706,256	93%	55,358
2022	759,317	674,091	89%	85,226
2023	750,809	646,017	86%	104,792

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-12: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	4	$ 158,417	$ 524	2.25%
2014	3	118,696	$ 68	2.25%
2015	3	127,448	$ 566	2.25%
2016	3	138,946	$ 697	2.25%
2017	2	95,480	$ 393	2.25%
2018	1	49,920	$ 627	2.25%
2019	1	50,243	$ 756	2.25%
2020	1	50,064	$ 1,103	2.25%
2021	1	52,254	$ 889	2.25%
2022	0	0	$ 727	2.25%
2023	0	0	$ 916	2.25%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-21: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 2,769,561	$ 1,703,192	62%	$ 1,066,369
2014	3,200,263	1,740,366	54%	1,459,897
2015	3,431,419	1,774,114	52%	1,657,305
2016	3,560,234	1,826,699	51%	1,733,535
2017	3,716,217	1,841,334	50%	1,874,883
2018	3,768,632	1,797,190	48%	1,971,442
2019	3,625,317	1,610,236	44%	2,015,081
2020	3,778,602	1,637,039	43%	2,141,563
2021	3,950,689	1,832,319	46%	2,118,370
2022	4,043,504	1,817,597	45%	2,225,907
2023	4,089,770	1,725,955	42%	2,363,815

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-21: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	4	$ 259,679	$ 6,453	12.00%
2014	4	268,644	$ 8,721	13.00%
2015	4	277,620	$ 10,278	13.00%
2016	4	287,915	$ 10,821	13.00%
2017	3	222,308	$ 11,916	13.00%
2018	3	223,248	$ 12,826	13.00%
2019	2	151,261	$ 13,432	13.00%
2020	2	154,338	$ 14,806	13.00%
2021	2	148,759	$ 14,608	13.00%
2022	1	76,084	$ 15,910	13.00%
2023	1	81,664	$ 17,627	13.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-HA: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 6,376	$ 33,458	525%	$ (27,082)
2014	28,652	94,774	331%	(66,122)
2015	48,343	167,309	346%	(118,966)
2016	66,997	260,272	389%	(193,275)
2017	67,130	376,987	562%	(309,857)
2018	116,833	514,403	440%	(397,570)
2019	171,911	690,187	401%	(518,276)
2020	246,426	806,044	327%	(559,618)
2021	341,601	972,758	285%	(631,157)
2022	437,240	1,010,227	231%	(572,987)
2023	557,989	1,068,228	191%	(510,239)

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-HA: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	5	$ 212,569	6.08%	0.00%
2014	6	272,900	5.00%	0.00%
2015	6	286,193	4.22%	0.00%
2016	6	306,023	2.86%	0.00%
2017	6	306,669	0.45%	0.00%
2018	7	403,138	0.02%	0.00%
2019	8	473,250	0.00%	0.00%
2020	8	531,718	0.00%	0.00%
2021	8	520,351	0.00%	0.00%
2022	9	589,369	0.00%	0.00%
2023	9	654,952	0.00%	0.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-HB: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 1,572	$ 9,183	584%	$ (7,611)
2014	10,772	35,562	330%	(24,790)
2015	28,941	82,631	286%	(53,690)
2016	53,126	150,927	284%	(97,801)
2017	84,681	246,508	291%	(161,827)
2018	134,228	369,882	276%	(235,654)
2019	148,915	508,616	342%	(359,701)
2020	163,623	583,003	356%	(419,380)
2021	230,489	703,472	305%	(472,983)
2022	294,802	730,388	248%	(435,586)
2023	352,747	779,378	221%	(426,631)

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-HB: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	4	$ 122,391	5.94%	0.00%
2014	6	198,333	4.44%	0.00%
2015	8	267,410	3.55%	0.00%
2016	10	372,644	3.29%	0.00%
2017	11	442,184	2.23%	0.00%
2018	14	563,822	1.69%	0.00%
2019	14	581,670	0.00%	0.00%
2020	11	500,025	0.00%	0.00%
2021	14	672,537	0.00%	0.00%
2022	14	724,047	0.78%	0.00%
2023	16	772,935	1.01%	0.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-HC: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ (156)	$ 5,390	0%	$ (5,546)
2014	4,585	16,412	358%	(11,827)
2015	11,603	31,922	275%	(20,319)
2016	17,824	50,628	284%	(32,804)
2017	27,727	75,029	271%	(47,302)
2018	37,220	102,536	275%	(65,316)
2019	64,504	177,716	276%	(113,212)
2020	110,663	244,032	221%	(133,369)
2021	190,095	309,094	163%	(118,999)
2022	260,359	356,482	137%	(96,123)
2023	354,699	429,851	121%	(75,152)

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-HC: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	1	$ 46,397	6.47%	0.00%
2014	1	53,303	5.19%	0.00%
2015	1	60,253	6.04%	0.00%
2016	1	58,289	5.68%	0.00%
2017	1	65,125	5.29%	0.00%
2018	1	67,169	4.50%	0.00%
2019	4	230,037	4.29%	0.00%
2020	5	324,188	4.26%	0.00%
2021	5	372,879	5.80%	0.00%
2022	5	400,550	6.35%	0.00%
2023	5	433,452	6.90%	0.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-HD: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 0	$ 0	0%	$ 0
2014	0	0	0%	0
2015	0	0	0%	0
2016	0	0	0%	0
2017	0	0	0%	0
2018	0	486	0%	(486)
2019	3,507	3,740	107%	(233)
2020	0	7,597	0%	(7,597)
2021	7,204	15,383	214%	(8,179)
2022	23,124	21,437	93%	1,687
2023	30,446	29,529	97%	917

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.
The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-HD: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution[1]	Employee Contribution Rate[2]
	Number	Annual Payroll		
2013	0	$ 0	$ 0	0.00%
2014	0	0	$ 0	0.00%
2015	0	0	$ 0	0.00%
2016	0	0	$ 0	0.00%
2017	0	0	$ 0	0.00%
2018	1	48,000	5.45%	0.00%
2019	1	54,831	5.54%	0.00%
2020	0	0	$ 0	0.00%
2021	3	203,954	8.51%	0.00%
2022	2	143,338	10.25%	0.00%
2023	3	217,214	8.47%	0.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Table 8-S1: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 0	$ 0		$ 0
2014	0	0		0
2015	0	0		0
2016	0	0		0
2017	0	0		0
2018	0	0		0
2019	0	0		0
2020	0	0		0
2021	0	0		0
2022	0	213,044		(213,044)
2023	0	398,653		(398,653)

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

Years where historical information is not available will be displayed with zero values.

Table 8-SG: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2013	$ 0	$ 0		$ 0
2014	0	0		0
2015	0	0		0
2016	0	0		0
2017	0	0		0
2018	0	0		0
2019	0	0		0
2020	0	0		0
2021	0	0		0
2022	0	0		0
2023	0	1,421,512		(1,421,512)

Notes: Actuarial assumptions were revised for the 2015, 2019, 2020, 2021 and 2023 actuarial valuations.

Years where historical information is not available will be displayed with zero values.

Table 10: Division-Based Layered Amortization Schedule

Division 01 - SEIU,DPW,WWTP

Table 10-01: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
Initial	12/31/2015	$ 1,746,510	23	$ 1,768,847	15	$ 156,396
(Gain)/Loss	12/31/2016	176,075	22	190,288	15	16,824
(Gain)/Loss	12/31/2017	149,539	21	160,526	15	14,196
(Gain)/Loss	12/31/2018	(4,736)	20	(5,074)	15	(444)
(Gain)/Loss	12/31/2019	252,430	19	267,696	15	23,664
Assumption	12/31/2019	135,311	19	129,584	15	11,460
Experience	12/31/2020	125,859	18	134,339	15	11,880
Experience	12/31/2021	(36,132)	17	(38,748)	15	(3,432)
Experience	12/31/2022	145,525	16	158,228	15	13,992
Experience	12/31/2023	100,940	15	111,613	15	9,864
Total				**$ 2,877,299**		**$ 254,400**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Table 10-02: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
Initial	12/31/2015	$ 1,401,077	23	$ 1,422,405	15	$ 125,772
(Gain)/Loss	12/31/2016	185,752	22	200,741	15	17,748
(Gain)/Loss	12/31/2017	93,290	21	100,152	15	8,856
(Gain)/Loss	12/31/2018	197,495	20	211,058	15	18,660
(Gain)/Loss	12/31/2019	280,766	19	297,756	15	26,328
Assumption	12/31/2019	141,142	19	136,670	15	12,084
Experience	12/31/2020	22,721	18	24,262	15	2,148
Experience	12/31/2021	30,851	17	33,070	15	2,928
Experience	12/31/2022	(27,570)	16	(29,982)	15	(2,652)
Experience	12/31/2023	164,932	15	182,370	15	16,128
Total				**$ 2,578,502**		**$ 228,000**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Table 10-05: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
Initial	12/31/2015	$ 1,036,717	23	$ 1,057,159	15	$ 93,468
(Gain)/Loss	12/31/2016	72,324	22	78,154	15	6,912
(Gain)/Loss	12/31/2017	24,657	21	26,464	15	2,340
(Gain)/Loss	12/31/2018	56,854	20	60,740	15	5,376
(Gain)/Loss	12/31/2019	137,615	19	145,938	15	12,900
Assumption	12/31/2019	92,370	19	89,965	15	7,956
Experience	12/31/2020	134,856	18	143,952	15	12,732
Experience	12/31/2021	(4,626)	17	(4,950)	15	(444)
Experience	12/31/2022	(219,740)	16	(238,920)	15	(21,120)
Experience	12/31/2023	120,954	15	133,743	15	11,820
Total				**$ 1,492,245**		**$ 131,940**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Table 10-10: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
Initial	12/31/2015	$ 2,703,318	23	$ 2,756,630	15	$ 243,744
(Gain)/Loss	12/31/2016	188,591	22	203,816	15	18,024
(Gain)/Loss	12/31/2017	64,295	21	69,022	15	6,108
(Gain)/Loss	12/31/2018	148,250	20	158,434	15	14,004
(Gain)/Loss	12/31/2019	109,758	19	116,401	15	10,296
Assumption	12/31/2019	243,484	19	238,846	15	21,120
Experience	12/31/2020	249,006	18	265,783	15	23,496
Experience	12/31/2021	(285,968)	17	(306,611)	15	(27,108)
Experience	12/31/2022	120,215	16	130,712	15	11,556
Experience	12/31/2023	310,078	15	342,863	15	30,312
Total				**$ 3,975,896**		**$ 351,552**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Table 10-12: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
(Gain)/Loss	12/31/2018	$ 33,922	15	$ 32,345	10	$ 3,936
(Gain)/Loss	12/31/2019	(7,060)	15	(6,971)	11	(780)
Assumption	12/31/2019	20,557	15	20,124	11	2,268
Experience	12/31/2020	34,734	15	35,631	12	3,744
Experience	12/31/2021	(33,938)	15	(35,762)	13	(3,528)
Experience	12/31/2022	32,938	15	35,656	14	3,324
Experience	12/31/2023	20,738	15	22,931	15	2,028
Total				**$ 103,954**		**$ 10,992**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Table 10-21: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
Initial	12/31/2015	$ 1,657,305	23	$ 1,675,900	15	$ 148,176
(Gain)/Loss	12/31/2016	31,774	22	34,340	15	3,036
(Gain)/Loss	12/31/2017	115,134	21	123,609	15	10,932
(Gain)/Loss	12/31/2018	71,683	20	76,612	15	6,780
(Gain)/Loss	12/31/2019	(106,169)	19	(112,596)	15	(9,960)
Assumption	12/31/2019	128,667	19	125,860	15	11,124
Experience	12/31/2020	123,058	18	131,349	15	11,616
Experience	12/31/2021	(34,831)	17	(37,342)	15	(3,300)
Experience	12/31/2022	128,145	16	139,334	15	12,324
Experience	12/31/2023	156,016	15	172,512	15	15,252
Total				**$ 2,329,578**		**$ 205,980**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Table 10-HA: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
Initial	12/31/2015	$ (118,966)	10	$ (74,944)	7	$ (12,348)
(Gain)/Loss	12/31/2016	(72,985)	15	(62,070)	8	(9,108)
(Gain)/Loss	12/31/2017	(114,187)	15	(103,448)	9	(13,740)
(Gain)/Loss	12/31/2018	(82,064)	15	(78,206)	10	(9,516)
(Gain)/Loss	12/31/2019	(119,049)	15	(117,518)	11	(13,224)
Assumption	12/31/2019	868	15	3,575	11	408
Experience	12/31/2020	(44,196)	15	(45,333)	12	(4,764)
Experience	12/31/2021	(79,101)	15	(83,346)	13	(8,220)
Experience	12/31/2022	37,460	15	40,552	14	3,780
Experience	12/31/2023	38,934	15	43,051	15	3,804
Total				**$ (477,687)**		**$ (62,928)**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Table 10-HB: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
Initial	12/31/2015	$ (53,690)	10	$ (36,031)	7	$ (5,940)
(Gain)/Loss	12/31/2016	(40,378)	15	(34,357)	8	(5,040)
(Gain)/Loss	12/31/2017	(62,069)	15	(56,215)	9	(7,464)
(Gain)/Loss	12/31/2018	(70,374)	15	(67,053)	10	(8,160)
(Gain)/Loss	12/31/2019	(121,205)	15	(119,649)	11	(13,464)
Assumption	12/31/2019	545	15	2,443	11	276
Experience	12/31/2020	(54,786)	15	(56,206)	12	(5,904)
Experience	12/31/2021	(63,648)	15	(67,067)	13	(6,612)
Experience	12/31/2022	34,203	15	37,030	14	3,444
Experience	12/31/2023	152	15	168	15	12
Total				**$ (396,937)**		**$ (48,852)**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Table 10-HC: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
Initial	12/31/2015	$ (20,319)	10	$ (12,368)	7	$ (2,040)
(Gain)/Loss	12/31/2016	(12,685)	15	(10,792)	8	(1,584)
(Gain)/Loss	12/31/2017	(14,328)	15	(12,980)	9	(1,728)
(Gain)/Loss	12/31/2018	(17,412)	15	(16,597)	10	(2,016)
(Gain)/Loss	12/31/2019	(47,302)	15	(46,694)	11	(5,256)
Assumption	12/31/2019	(193)	15	389	11	48
Experience	12/31/2020	(17,814)	15	(18,274)	12	(1,920)
Experience	12/31/2021	15,405	15	16,234	13	1,596
Experience	12/31/2022	18,243	15	19,756	14	1,836
Experience	12/31/2023	14,464	15	15,993	15	1,416
Total				**$ (65,333)**		**$ (9,648)**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Table 10-HD: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance[1]	Original Amortization Period[2]	Amounts for Fiscal Year Beginning 7/1/2025		
				Outstanding UAL Balance[3]	Remaining Amortization Period[2]	Annual Amortization Payment
Experience	12/31/2022	$ 2,764	15	$ 2,988	14	$ 276
Experience	12/31/2023	(1,477)	15	(1,633)	15	(144)
Total				**$ 1,355**		**$ 132**

[1] For each type of UAL (layer), this is the original balance as of the date the layer was established.

[2] According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

[3] This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2023 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2023 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

GASB Statement No. 68 Information

The following information has been prepared to provide some of the information necessary to complete GASB Statement No. 68 disclosures. GASB Statement No. 68 is effective for fiscal years beginning after June 15, 2014. Additional resources, including an Implementation Guide, are available at http://www.mersofmich.com/.

Actuarial Valuation Date:		12/31/2023
Measurement Date of the Total Pension Liability (TPL):		12/31/2023
At 12/31/2023, the following employees were covered by the benefit terms:		
Inactive employees or beneficiaries currently receiving benefits:		79
Inactive employees entitled to but not yet receiving benefits (including refunds):		17
Active employees:		49
		145
Total Pension Liability as of 12/31/2022 measurement date:	$	25,525,414
Total Pension Liability as of 12/31/2023 measurement date:	$	26,291,200
Service Cost for the year ending on the 12/31/2023 measurement date:	$	314,131
Change in the Total Pension Liability due to:		
- Benefit changes[1]:	$	0
- Differences between expected and actual experience[2]:	$	282,813
- Changes in assumptions[2]:	$	191,567
Average expected remaining service lives of all employees (active and inactive):		4

[1] A change in liability due to benefit changes is immediately recognized when calculating pension expense for the year.

[2] Changes in liability due to differences between actual and expected experience, and changes in assumptions, are recognized in pension expense over the average remaining service lives of all employees.

Covered employee payroll (Needed for Required Supplementary Information):	$	3,304,724

Note: Covered employee payroll may differ from the GASB Statement No. 68 definition.

Sensitivity of the Net Pension Liability to changes in the discount rate:

	1% Decrease (6.18%)	Current Discount Rate (7.18%)	1% Increase (8.18%)
Change in Net Pension Liability as of 12/31/2023:	$ 3,024,745	$ 0	$ (2,525,086)

Note: The current discount rate shown for GASB Statement No. 68 purposes is higher than the MERS assumed rate of return. This is because for GASB Statement No. 68 purposes, the discount rate must be gross of administrative expenses, whereas for funding purposes it is net of administrative expenses.

Benefit Provision History

The following benefit provision history is provided by MERS. Any corrections to this history or discrepancies between this information and information displayed elsewhere in the valuation report should be reported to MERS. All provisions are listed by date of adoption.

01 - SEIU,DPW,WWTP

9/1/2023	Pension Grant Recipient
1/1/2021	Public Safety Employee - No
1/1/2021	Service Credit Qualification - 160 hours
1/1/2021	Custom Wages
12/1/2016	Service Credit Purchase Estimates - Yes
7/1/2012	Day of work defined as 160 Hours a Month for All employees.
7/1/2012	Exclude Temporary Employees requiring less than 12 months
2/1/2008	Member Contribution Rate 2.25%
7/1/2007	2.25% Multiplier (Capped at 80% of FAC)
1/1/2004	E 2% COLA Adopted (01/01/2004)
1/1/2000	E 2% COLA Adopted (01/01/2000)
7/8/1996	Blanket Resolution (All Service)
1/1/1995	Flexible E 2% COLA Adopted (01/01/1995)
7/1/1994	Member Contribution Rate 0.00%
7/1/1992	Benefit F55 (With 25 Years of Service)
7/1/1992	Member Contribution Rate 5.00%
1/1/1992	2.00% Multiplier
1/1/1992	Member Contribution Rate 3.00%
12/1/1990	Temporary 1.70% Multiplier (12/01/1990 - 02/03/1991)
1/1/1984	E 2% COLA Adopted (01/01/1984)
7/1/1976	Member Contribution Rate 0.00%
9/9/1968	Covered by Act 88
7/1/1967	1.20% Multiplier on FAC < $4,200 and 1.70% Multiplier on FAC > $4,200
1/1/1950	Benefit FAC-5 (5 Year Final Average Compensation)
1/1/1950	10 Year Vesting
1/1/1950	1.00% Multiplier on FAC < $4,200 and 1.50% Multiplier on FAC > $4,200
1/1/1950	Member Contribution Rate 3.00% Under $4,200.00 - Then 5.00%
1/1/1950	Fiscal Month - July
	Normal Retirement Age (DB) - 60
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

02 - Police NSU

9/1/2023	Pension Grant Recipient
1/1/2021	Public Safety Employees - Yes
1/1/2021	Service Credit Qualification - 160 hours
1/1/2021	Custom Wages
1/1/2020	Non-Standard Transfer Rules
12/1/2016	Service Credit Purchase Estimates - Yes
7/1/2014	Member Contribution Rate 10.00%
7/1/2013	Member Contribution Rate 9.00%
7/1/2012	Day of work defined as 160 Hours a Month for All employees.
7/1/2012	Exclude Temporary Employees requiring less than 12 months

02 - Police NSU

7/1/2012	Member Contribution Rate 8.00%
7/1/2005	3.00% Multiplier (Capped at 80% of FAC)
7/1/2005	Member Contribution Rate 6.80%
1/1/2004	E 2% COLA Adopted (01/01/2004)
1/1/2000	E 2% COLA Adopted (01/01/2000)
7/1/1997	Benefit F50 (With 25 Years of Service)
7/1/1997	Member Contribution Rate 5.80%
7/8/1996	Blanket Resolution (All Service)
7/1/1996	2.50% Multiplier (Capped at 80% of FAC)
7/1/1996	Member Contribution Rate 3.91%
1/1/1995	Flexible E 2% COLA Adopted (01/01/1995)
7/1/1994	Member Contribution Rate 0.00%
7/1/1993	Member Contribution Rate 1.00%
7/1/1992	Member Contribution Rate 3.00%
7/1/1991	Member Contribution Rate 4.00%
1/1/1991	2.00% Multiplier
7/1/1990	Member Contribution Rate 2.00%
1/1/1990	Benefit F55 (With 25 Years of Service)
1/1/1984	E 2% COLA Adopted (01/01/1984)
7/1/1976	Member Contribution Rate 0.00%
9/9/1968	Covered by Act 88
7/1/1967	1.70% Multiplier
1/1/1950	Benefit FAC-5 (5 Year Final Average Compensation)
1/1/1950	10 Year Vesting
1/1/1950	0.84% Multiplier
1/1/1950	Member Contribution Rate 5.00%
1/1/1950	Fiscal Month - July
	Normal Retirement Age (DB) - 60
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

05 - Fire

9/1/2023	Pension Grant Recipient
1/1/2021	Public Safety Employees - Yes
1/1/2021	Service Credit Qualification - 180 hours
1/1/2021	Custom Wages
1/1/2020	Day of Work Defined as 180 hours a Month for All Employees
1/1/2020	Benefit FAC-5 (5 Year Final Average Compensation)
1/1/2020	Exclude Temporary Employees requiring less than 12 months
1/1/2020	10 Year Vesting
1/1/2020	Normal Retirement Age (DB) - 60
1/1/2020	Service Credit Purchase Estimates - Yes
1/1/2020	2.50% Multiplier (Capped at 80% of FAC)
1/1/2020	Benefit F55 (With 20 Years of Service)
1/1/2020	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
1/1/2020	Participant Contribution Rate 7.2%
9/9/1968	Covered by Act 88
1/1/1950	Fiscal Month - July

10 - Non Union

9/1/2023	Pension Grant Recipient
1/1/2021	Service Credit Qualification - 160 hours
1/1/2021	Custom Wages
9/1/2019	Non-Standard Transfer Rules
12/1/2016	Service Credit Purchase Estimates - Yes
7/1/2012	Day of work defined as 160 Hours a Month for All employees.
7/1/2012	Exclude Temporary Employees requiring less than 12 months
7/1/2011	Member Contribution Rate 7.20%
6/1/2009	Temporary 8 Year Vesting (06/01/2009 - 07/31/2009)
1/1/2004	E 2% COLA Adopted (01/01/2004)
1/1/2003	2.50% Multiplier (Capped at 80% of FAC)
1/1/2003	Member Contribution Rate 4.36%
1/1/2000	E 2% COLA Adopted (01/01/2000)
7/1/1998	2.25% Multiplier (Capped at 80% of FAC)
7/1/1998	Member Contribution Rate 2.25%
7/8/1996	Blanket Resolution (All Service)
1/1/1995	Flexible E 2% COLA Adopted (01/01/1995)
7/1/1991	2.00% Multiplier
7/1/1989	Benefit F55 (With 20 Years of Service)
7/1/1989	Member Contribution Rate 0.00%
10/1/1988	Benefit FAC-5 (5 Year Final Average Compensation)
10/1/1988	Member Contribution Rate 2.00%
1/1/1984	E 2% COLA Adopted (01/01/1984)
12/1/1970	10 Year Vesting
9/9/1968	Covered by Act 88
1/1/1950	Fiscal Month - July
	Normal Retirement Age (DB) - 60
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

12 - SEIU Clrcl

9/1/2023	Pension Grant Recipient
1/1/2021	Service Credit Qualification - 160 hours
1/1/2021	Custom Wages
12/1/2016	Service Credit Purchase Estimates - Yes
7/1/2012	Day of work defined as 160 Hours a Month for All employees.
7/1/2012	Exclude Temporary Employees requiring less than 12 months
1/1/2004	E 2% COLA Adopted (01/01/2004)
1/1/2003	Benefit FAC-5 (5 Year Final Average Compensation)
1/1/2003	10 Year Vesting
1/1/2003	2.25% Multiplier (Capped at 80% of FAC)
1/1/2003	Benefit F55 (With 20 Years of Service)
1/1/2003	Member Contribution Rate 2.25%
7/8/1996	Blanket Resolution (All Service)
9/9/1968	Covered by Act 88
1/1/1950	Fiscal Month - July
	Normal Retirement Age (DB) - 60
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

21 - FOP Sprvsn

9/1/2023	Pension Grant Recipient
1/1/2021	Public Safety Employees - Yes
1/1/2021	Service Credit Qualification - 160 hours
1/1/2021	Custom Wages
9/1/2019	Non-Standard Transfer Rules
12/1/2016	Service Credit Purchase Estimates - Yes
7/1/2014	Member Contribution Rate 13.00%
7/1/2013	Member Contribution Rate 12.00%
7/1/2012	Member Contribution Rate 11.00%
7/1/2012	Day of work defined as 160 Hours a Month for All employees.
7/1/2012	Exclude Temporary Employees requiring less than 12 months
7/1/2006	Member Contribution Rate 10.03%
7/1/2006	3.00% Multiplier (Capped at 80% of FAC)
1/1/2004	E 2% COLA Adopted (01/01/2004)
1/1/2000	E 2% COLA Adopted (01/01/2000)
8/1/1998	Temporary 25 Years & Out (08/01/1998 - 10/02/1998)
7/1/1997	Member Contribution Rate 7.73%
7/1/1997	2.50% Multiplier (Capped at 80% of FAC)
7/8/1996	Blanket Resolution (All Service)
7/1/1996	Benefit F50 (With 25 Years of Service)
7/1/1996	Member Contribution Rate 3.07%
7/1/1995	Member Contribution Rate 0.00%
1/1/1995	Flexible E 2% COLA Adopted (01/01/1995)
7/1/1992	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1992	10 Year Vesting
7/1/1992	2.00% Multiplier
7/1/1991	Member Contribution Rate 4.00%
7/1/1990	Member Contribution Rate 2.00%
1/1/1990	Benefit F55 (With 25 Years of Service)
1/1/1990	Member Contribution Rate 1.00%
9/9/1968	Covered by Act 88
1/1/1950	Fiscal Month - July
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
	Normal Retirement Age (DB) - 60

HA - Police Union After 7/1/2012

9/1/2023	Pension Grant Recipient
1/1/2021	Custom Wages
1/1/2021	Public Safety Employees - Yes
1/1/2021	Service Credit Qualification - 160 hours
7/1/2012	Day of work defined as 160 Hours a Month for All employees.
7/1/2012	Benefit FAC-3 (3 Year Final Average Compensation)
7/1/2012	Exclude Temporary Employees requiring less than 12 months
7/1/2012	6 Year Vesting
7/1/2012	1.75% Multiplier
7/1/2012	Benefit F55 (With 25 Years of Service)
9/9/1968	Covered by ACT 88
1/1/1950	Fiscal Month - July
	Normal Retirement Age (DB) - 60

HA - Police Union After 7/1/2012

	No Early Reduced Conditions

HB - SEIU Union DPW/Cler aft 7/1/1

9/1/2023	Pension Grant Recipient
1/1/2021	Custom Wages
1/1/2021	Service Credit Qualification - 160 hours
7/1/2012	Benefit FAC-3 (3 Year Final Average Compensation)
7/1/2012	6 Year Vesting
7/1/2012	1.25% Multiplier
9/9/1968	Covered by ACT 88
1/1/1950	Fiscal Month - July
	Normal Retirement Age (DB) - 60
	No Early Reduced Conditions

HC - Fire aft 4/1/13

9/1/2023	Pension Grant Recipient
1/1/2021	Custom Wages
1/1/2021	Public Safety Employees - Yes
1/1/2021	Service Credit Qualification - 180 hours
4/1/2013	Benefit FAC-3 (3 Year Final Average Compensation)
4/1/2013	Exclude Temporary Employees requiring less than 12 months
4/1/2013	6 Year Vesting
4/1/2013	1.75% Multiplier
4/1/2013	Benefit F55 (With 25 Years of Service)
9/9/1968	Covered by ACT 88
1/1/1950	Fiscal Month - July
	Normal Retirement Age (DB) - 60
	No Early Reduced Conditions

HD - Non Union on/aft 4/1/13

9/1/2023	Pension Grant Recipient
1/1/2021	Custom Wages
1/1/2021	Service Credit Qualification - 80 hours
11/1/2018	Day of work defined as ten 8 hour days for all EEs
11/1/2018	Benefit FAC-3 (3 Year Final Average Compensation)
11/1/2018	6 Year Vesting
11/1/2018	Normal Retirement Age (DB) - 60
11/1/2018	Medicare Taxable Wages
11/1/2018	1.25% Multiplier
11/1/2018	Benefit F55 (With 25 Years of Service)
9/9/1968	Covered by ACT 88
1/1/1950	Fiscal Month - July

S1 - Surplus Unassociated

1/1/1950	Fiscal Month - July

SG - Surplus Grant Funds

9/1/2023	Pension Grant Recipient
1/1/1950	Fiscal Month - July

Plan Provisions, Actuarial Assumptions, and Actuarial Funding Method

Details on MERS plan provisions, actuarial assumptions, and actuarial methodology can be found in the Appendix. Some actuarial assumptions are specific to this municipality and its divisions. These are listed below.

Increase in Final Average Compensation

Division	FAC Increase Assumption
All Divisions	2.00%

Miscellaneous and Technical Assumptions

Loads – None.

Amortization Policy for Closed Not Linked Divisions: The default funding policy for closed not linked divisions, including open divisions with zero active members, is to follow a non-accelerated amortization, where each closed period decreases by one year each year until the period is exhausted. In select instances, closed not linked division(s) may follow an accelerated amortization policy.

Risk Commentary

Determination of the accrued liability, the employer contribution, and the funded ratio requires the use of assumptions regarding future economic and demographic experience. Risk measures, as illustrated in this report, are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability, the actuarially determined contribution and the funded ratio that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the plan's future financial condition include:

- **Investment Risk** – actual investment returns may differ from the expected returns;
- **Asset/Liability Mismatch** – changes in asset values may not match changes in liabilities, thereby altering the gap between the accrued liability and assets and consequently altering the funded status and contribution requirements;
- **Salary and Payroll Risk** – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
- **Longevity Risk** – members may live longer or shorter than expected and receive pensions for a period of time other than assumed; and
- **Other Demographic Risks –** members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

  The effects of certain trends in experience can generally be anticipated. For example, if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the cost of the plan can be expected to increase (or decrease). Likewise, if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

Plan Maturity Measures

Risks facing a pension plan evolve over time. A young plan with virtually no investments and paying few benefits may experience little investment risk. An older plan with a large number of members in pay status and a significant trust may be much more exposed to investment risk. Generally accepted plan maturity measures include the following:

	Ratio of:				
December 31,	Market Value of Assets to Total Payroll	Actuarial Accrued Liability to Payroll	Actives to Retirees and Beneficiaries	Market Value of Assets to Benefit Payments	Net Cash Flow to Market Value of Assets (BOY)
2018	4.5	8.8	0.6	7.4	-5.7%
2019	4.5	8.7	0.6	7.5	-6.8%
2020	4.9	9.1	0.6	7.8	-5.5%
2021	4.6	8.3	0.7	8.3	-4.8%
2022	4.2	8.7	0.6	7.2	-2.7%
2023	4.5	8.2	0.6	8.1	5.5%

Ratio of Market Value of Assets to Total Payroll

The relationship between assets and payroll is a useful indicator of the potential volatility of contributions. For example, if the market value of assets is 2.0 times the payroll, a return on assets 5% different than assumed would equal 10% of payroll. A higher (lower) or increasing (decreasing) level of this maturity measure generally indicates a higher (lower) or increasing (decreasing) volatility in plan sponsor contributions as a percentage of payroll.

Ratio of Actuarial Accrued Liability to Payroll

The relationship between actuarial accrued liability and payroll is a useful indicator of the potential volatility of contributions for a fully funded plan. A funding policy that targets a funded ratio of 100% is expected to result in the ratio of assets to payroll and the ratio of liability to payroll converging over time.

Ratio of Actives to Retirees and Beneficiaries

A young plan with many active members and few retirees will have a high ratio of actives to retirees. A mature open plan may have close to the same number of actives to retirees resulting in a ratio near 1.0. A super-mature or closed plan may have significantly more retirees than actives resulting in a ratio below 1.0.

Ratio of Market Value of Assets to Benefit Payments

The MERS' Actuarial Policy requires a total minimum contribution equal to the excess (if any) of three times the expected annual benefit payments over the projected market value of assets as of the participating municipality or court's Fiscal Year for which the contribution applies. The ratio of market value of assets to benefit payments as of the valuation date provides an indication of whether the division is at risk for triggering the minimum contribution rule in the near term. If the division triggers this minimum contribution rule, the required employer contributions could increase dramatically relative to previous valuations.

Ratio of Net Cash Flow to Market Value of Assets

A positive net cash flow means contributions exceed benefits and expenses. A negative cash flow means existing funds are being used to make payments. A certain amount of negative net cash flow is generally expected to occur when benefits are prefunded through a qualified trust. Large negative net cash flows as a percent of assets may indicate a super-mature plan or a need for additional contributions.

State Reporting

The following information has been prepared to provide some of the information necessary to complete the Public Act 202 pension reporting requirements for the State of Michigan's Local Government Retirement System Annual Report (Form No. 5572). Additional resources are available at www.mersofmich.com and on the State website.

Form 5572 Line Reference	Description	Result
10	**Membership as of December 31, 2023**	
11	Indicate number of active members	49
12	Indicate number of inactive members (excluding pending refunds)	14
13	Indicate number of retirees and beneficiaries	79
14	**Investment Performance for Calendar Year Ending December 31, 2023**[1]	
15	Enter actual rate of return - prior 1-year period	11.60%
16	Enter actual rate of return - prior 5-year period	8.07%
17	Enter actual rate of return - prior 10-year period	6.49%
18	**Actuarial Assumptions**	
19	Actuarial assumed rate of investment return[2]	6.93%
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Level Percent
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any[3]	15
22	Is each division within the system closed to new employees?[4]	No
23	**Uniform Assumptions**	
24	Enter retirement pension system's actuarial value of assets using uniform assumptions	$15,391,518
25	Enter retirement pension system's actuarial accrued liabilities using uniform assumptions[5]	$27,081,633
27	Actuarially Determined Contribution (ADC) using uniform assumptions, Fiscal Year Ending June 30, 2024	$1,386,756

1. The Municipal Employees' Retirement System's investment performance has been provided to GRS from MERS Investment Staff and is included here for reporting purposes. The investment performance figures reported are net of investment expenses on a rolling calendar year basis for the previous 1-, 5-, and 10-year periods as required under PA 530.
2. Net of administrative and investment expenses.
3. Populated with the longest amortization period remaining in the amortization schedule, across all divisions in the plan. This is when each division and the plan in total is expected to reach 100% funded if all assumptions are met.
4. If all divisions within the employer are closed, "yes." If at least one division is open (including shadow divisions), "no."
5. Line 25 actuarial accrued liability is determined under PA 202 uniform assumptions which differ from the valuation assumptions. In particular, the assumed rate of return for PA 202 purposes is 6.90%.

THE CITY OF CHARLOTTE MICHIGAN

To: Honorable Mayor Lewis; City Council
From: Robert Hillard, City Manager
Re: City Manager's Report - November 2024

Honorable Mayor Lewis and City Council,

The following is the latest City Manager's Report. This report is not intended to cover all activities of the City Manager, but will attempt to cover certain items relevant to City Council proceedings and citizen interest. Thank you and please give me a call at (517) 543-8850 or rhillard@charlottemi.org, if you have any questions.

City Manager Community Outreach Efforts

Since the last City Manager's Report provided to the City Council, I continue to meet with the Mayor, City Councilmembers, Department Heads, staff, and consulting services. However, I have attended a variety of meetings and events in the community. This is not a complete list of community outreach efforts, but provides a majority of the activity. City Council (2), Downtown Development Authority (2), Paul Henry - Thornapple Trail Work Group, Eaton County Community Development Claudine Williams, Tri-County Regional Planning Commission, Lean and Green Michigan Representatives, Old Courthouse Square Association Executive Director Julie Kimmer, Love for Charlotte, Charlotte Area Recreation Cooperative (2), Eaton Area Emergency Medical Services, Junior Orioles, Michigan Department of Transportation, Eaton County Transportation Authority (EATRAN), site visits along Lansing Street/Road Business District, and site visits in Downtown Charlotte. I appreciate all that have assisted me in introductions to the community.

Street Maintenance Program Review Update

As part of the "The Framework", the "Street Maintenance Program Review" is a critical component. The City is pursuing and monitoring a variety of projects. The City identified West Harris Street as an eligible project through the TRI-County Regional Planning Commission Transportation Improvement Plan for Fiscal Year 2027. The transportation grant through this program is capped at $385,000 with 20% minimum local match of participating costs. Also, the City is scheduled to receive $148,000 to contribute to the resurfacing of Walnut Street through an MDOT Category B Grant in Spring 2025. The project is estimated at around $350,000. Further, MDOT is scheduled to resurface M-50 from Lawrence to Beech in 2025 or 2026. At a meeting with MDOT officials I advocated for them to add the section on E. Lawrence from Cochran to the railroad track spur. I will continue to follow-up. Finally, I am riding streets and comparing the 2024 PASER Map to continue to gather insight into the street conditions. This includes meetings with the Interim Public Works Director to look into alternative paving options. These are just some examples to make sure the "Street Maintenance Program Review" remains a top priority.

High Street Traffic Review Update

From Police Chief Paul Brentar and as identified in "The Framework": There have been some complaints recently about speeding vehicles and a request for a stop sign on High St./Amity St. The reason for the requests/complaints is due to a perceived issue of speeding vehicles on this residential thoroughfare. It is felt that a stop sign would lower the speeds of vehicles in this area. I have done some extensive research on the topic and have found that the Chief of Police, as required by law, must make a complete study of the traffic issues before committing to the installation of traffic control devices and/or signage as guided by the Uniform Traffic Code for Cities and Villages along with the Michigan Manual of Uniform Traffic Control Devices. It is also recommended that less obtrusive measures be attempted and that, if ineffective, all warrants should be met before erecting signs, or other devices. To date several methods of traffic control have been implemented to address the problem. 1) Stationary Radar assignments have been directed for several weeks with attempts to focus on primary violations days and times as reported to the department. 2) Traffic Counters from the DPW were utilized to gather data for use in determining warrants for additional traffic control devices. These devices were placed on 09-03-24 and were removed on 09-18-24 both north and south of Washington Elementary School to maximize the total picture of vehicles traveling on High St. One counter analyzed over 22K vehicles and the other over 18K vehicles during that time period. Both of these counters showed an average speed of 29 mph in the 25-mph zone. The software from the counters showed an enforcement rating of LOW for both counters with an average of 7% of enforceable violations. *State standards warranting Stop Signs were not met.* (Section 2B-6(2) Average of 6000 vehicles per day and/or 3 or more crashes that are susceptible to correction within a 12-month period or that five or more such crashes have been reported within a 2-year period and/or an obstructive view. 3) In a cooperative effort with Charlotte Public Schools, two (2) new solar powered radar signs have been ordered with a 50/50 cost share for these signs on High St. The Michigan Motor Vehicle Code and the Michigan Manual of Uniform Traffic Control Devices list the warrants for signage and *discourage* the use of "Stop Signs" for use in controlling speed. At this time, I cannot recommend a stop sign at High and Amity Streets for the following reasons: 1) High St. fails to meet even the minimum standards for additional "Stop Signs" (i.e. traffic volume, crashes, etc.). 2) Other less intrusive approaches have been used in the past with some success. Additionally, we are trying less intrusive measures again with the solar powered radar signs. 3) Crash data shows that there have not been enough crashes that are susceptible to correction on High St. within a 12-month period or that five or more such crashes have been reported within a 2-year period. High St. averages less than one (1) of these types of crashes per year. This number does not meet the State requirement when it comes to warranting a stop sign or other signage. Additionally, there is not an obstructed view on High St. either. 4) Current standards discourage the use of "Stop Signs" to control speed. In conclusion, residential speed violations are a city-wide issue and should be addressed in this manner. Strong enforcement (when staffing allows) coupled with constant study, and management according to established principals should be used when addressing perceived speed issues on residential streets. Recommendation for change will result when the elements dictate the best and most logical direction for the safety and well being of the community. As always, if you have any questions or would like to discuss the manner further, please let me know.

Intergovernmental Multi-Use Path Connector Review Update

As recently identified in "The Framework", the Tri-County Regional Planning Commission is taking the next step in the effort to connect three major interregional trails. Charlotte is a key component to this project. I attended a virtual meeting to discuss the proposed route. I plan on providing this information to the Parks Advisory Board when they meet again, so they can participate in the discussions.

Council Chamber Communication Review Update

As identified in "The Framework", and reaffirmed by the City Council meeting, I have acquired a contract to design communications systems for the City of Charlotte City Council Chamber. This is not the purchase of equipment. The contract is below $5,000, and assigned to Commtech Design. The key activities associated with the design of communications systems are 1) Provide one site visit, gathering information for design drawings and specifications. 2) Specify complete connectivity and installation of the new and upgraded technology systems. 3) Complete specifications and drawings. 4) Generate complete drawings and specifications. Once the Contractors are chosen we will move into the Construction Administration portion of the project. During the construction that includes 1) Review and return project submittals. 2) A kickoff meeting with the contractor onsite. 3) Attend one punch list and testing meeting onsite. 4) Create punch lists at the end of the installation. I believe this thorough approach will allow the City Council to better understand present and future needs of the communication opportunities in the Council Chambers. A meeting will be held next week with Commtech Design to develop options for City Council consideration.

Downtown Truck Traffic Review Update

As identified in "The Framework", I met with the MDOT leadership related to the options on restricting truck traffic in Downtown Charlotte. The meeting was not encouraging, since the MDOT maintains a uniform position on this subject throughout the State. Also, they stated that this is a Federal issue, and rules prevent this. I did indicate that signage could be the solution. We will continue to research on behalf of the City.

City Gateway Enhancement Review Update

As identified in "The Framework", I met with MDOT leadership on allowing for flags and banners along the Lansing Street/Road, in order to enhance this City Gateway. MDOT outlined the process to allow for these and other amenities in the State Trunkline. I anticipate future legislation to be offered to the City Council to allow for City Gateway improvements.

Lansing Street/Road Business District Review Update

As identified in "The Framework", I have started to formally visit businesses along the Lansing Street/Road Business District. The intention is to introduce myself and assure individuals the City is a support for their success.

Community Master Plan Review Update

It has been brought to my attention that the Community Master Plan may have some inconsistencies with the Parks Master Plan that was adopted in the Spring 2024. Because this has been brought to my attention, I believe taking a little more time reviewing might be to the advantage of the City Council. So after review with Mayor Lewis, I asked the City Clerk to remove the item from the November 25, 2024, City Council agenda. As individual City Council members are reviewing the documents, and see concerns within the proposed Community Master Plan, can you contact me individually with these concerns or additional comments. I believe this will assist the process for the City Council and create a stronger planning document.

CHARLOTTE FIRE DEPARTMENT & RURAL FIRE ASSOCIATION
Fire Chief
111 E. Lawrence Ave., Charlotte MI 48813
Ph. 517-543-0241

CFD Monthly Report

DATE: November 21, 20244
SUBJECT: CFD Monthly Report
To: City Manager Rob Hillard, Honorable Mayor Lewis, and City Council

Item; Fire Department activities:

- Continuing training activities with new firefighters and full-time staff, getting back to basics.
- Continue to work with Eaton County Fire Training on plans and placement of the grant funded live fire training facility, construction should be with-in 6 months.
- Working on the Emergency Operations Plan for the City of Charlotte, we will work with Eaton County Emergency Management in the future on this plan.

Item; Fire Inspector

- Actively engaged in Fire Inspection and working with the new Rental Inspector
- Reviewing the International Fire Code, making admirative changes, we hope to have the code adopted in December.
- Preparing application procedures for ALL code related uses. (Fire, Zoning & Rental)

Item; Rental Inspector Position

- Rental/Fire Inspector – Still working on the procedures as it relates to the rental program.

Item; Zoning/Code Administration

- We are continually improving the processes for Fire Inspections, Zoning, Code Enforcement and Rental.
- December Planning commission canceled no agenda item. Next meeting Jan. 7.
- Administrative review of the zoning code is underway.
- Held meeting with the City Attorney, establishing proper procedures regarding enforcement cases that end up in court. Implementing procedures now.

CHARLOTTE FIRE DEPARTMENT & RURAL FIRE ASSOCIATION

Fire Chief

111 E. Lawrence Ave., Charlotte MI 48813

Ph. 517-543-0241

CFD Monthly Report

EATON COUNTY 911

Events by Nature Code by Agency

Agency: CFD, Event date/Time range: 10/01/2024 00:00:00 - 10/31/2024 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
CFD	BRUSH FIRE	0	0	6	6	8%	0:01:51	0:07:25	0:34:14	4:20:56	0:43:29
	CARDIAC OR RESP ARREST	0	0	3	3	4%	0:00:19	0:03:32	0:57:58	2:13:39	0:44:33
	COMMERCIAL FIRE ALARM	0	1	9	10	13%	0:01:09	0:04:20	0:19:43	4:06:34	0:24:39
	COMPLAINT FIRE INVESTIGATION	0	0	4	4	5%	0:02:35	0:07:52	0:18:57	1:57:39	0:29:25
	MEDICAL ASSIST	0	0	15	15	19%	0:00:05	0:05:54	0:14:13	4:07:56	0:16:32
	MISCELLANEOUS FIRE RUN	0	4	6	10	13%	0:01:22	0:06:02	0:56:16	10:20:32	1:02:03
	ODOR INVESTIGATION	0	0	1	1	1%	0:02:19	0:06:41	0:23:55	0:32:55	0:32:55
	PERSONAL INJURY CRASH	0	0	16	16	21%	0:00:37	0:06:23	0:34:16	11:00:33	0:41:17
	RESIDENTIAL FIRE ALARM	0	0	2	2	3%	0:02:05	0:06:36	0:13:52	0:28:05	0:14:03
	SPECIAL RESCUE	0	0	1	1	1%	0:04:02	0:06:42	2:27:38	2:38:22	2:38:22
	STRUCTURE FIRE LARGE	0	0	4	4	5%	0:00:40	0:06:14	1:02:54	4:39:08	1:09:47
	VEHICLE FIRE	0	0	3	3	4%	0:01:07	0:03:50	0:22:35	1:22:37	0:27:32
	WIRES DOWN	0	1	2	3	4%	0:01:46	0:06:07	0:29:00	1:48:53	0:36:18
Subtotals for No Summary Code		**0**	**6**	**72**	**78**	**100%**	**0:01:32**	**0:05:58**	**0:41:12**	**49:37:49**	**0:46:13**
Subtotals for CFD		**0**	**6**	**72**	**78**	**100%**	**0:01:32**	**0:05:58**	**0:41:12**	**49:37:49**	**0:46:13**

Kevin Christiansen
Fire Chief
City of Charlotte Fire Department
111 E Lawrence Ave.
Charlotte, MI 48813
Station 517-543-0241
Cell 517-243-8332
www.charlottemi.org

THE CITY OF CHARLOTTE MICHIGAN

To: City Manager Hillard; Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: November 12, 2024
Re: City Clerk Department

2024 NOVEMBER 05, 2024 GENERAL ELECTION

City of Charlotte Voter Turnout:

WARD	EARLY VOTING AT CARMEL TWP	ABSENTEE BALLOT VOTING	ELECTION DAY VOTING	TOTAL VOTERS	ALL VOTERS	VOTER TURNOUT PERCENT
DIST 1	468	795	982	2245	3645	62%
DIST 2	487	941	961	2389	3542	67%
	955	1736	1943	4634	7187	64%

Official Election result details (canvassing was completed 11/15/24) can be found on the Eaton County website here: https://results.enr.clarityelections.com/MI/Eaton/122590/web.345435/#/summary

Elections truly take a team effort, and this year was no exception with the added challenge of nine days of early voting. As you might remember, the City teamed up with Eaton County and other jurisdictions to make this happen. A huge shoutout to Eaton County Clerk Diana Bosworth, Chief Deputy Clerk Kimberly M., and their amazing team of Election Inspectors for going above and beyond to provide in-person voting during this busy period. And a special thank you to Carmel Township for the use their township hall as the polling location for early voting.

I also want to take a moment to thank my incredible team for their hard work and dedication throughout this election season. Their commitment made it possible for the City to provide safe, accurate, and accessible voting for all. Mikayla M., Connie K., Adam S., and all our Election Inspectors—you all knocked it out of the park!

Election Day itself came with its own set of challenges. At the West Side Fire Station, big crowds and long lines were met with quick thinking from the Fire Department, who opened their bay area when it started raining so voters could stay dry. Meanwhile, the Police Department kept traffic and parking running smoothly, making sure emergency vehicles always had a clear path. Over at City Hall, the basement voting area got a bit warm, but the Fire Department saved the day again by setting up an industrial fan and improving ventilation.

Finally, I want to thank the voters who showed up, rain or shine, to make their voices heard. Your participation is the heart of our democracy, and we're grateful for your patience and dedication throughout the process. Thank you for being a part of this election and helping make it a success!

CHARLOTTE POLICE DEPARTMENT ACTIVITY SUMMARY 2023

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UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2023	%	WARRANTS	ARRESTS
STATE CRIMES																	
SOVEREIGNTY													**0**	0	**0%**		
MILITARY													**0**	0	**0%**		
IMMIGRATION													**0**	0	**0%**		
Part I Crimes																	
CRIMES AGAINST PERSONS																	
HOMICIDE-MURDER(ATTEMPT)													**0**	0	**0%**		
NEGLIGENT HOMICIDE													**0**	1	**-100%**		
KIDNAPPING					1								**1**	0	**100%**		
PARENTAL KIDNAPPING													**0**	0	**0%**		
SEX. ASSAULT-ALL				3	4	1	3	3		1			**15**	19	**-21%**		**1**
ROBBERY		1	1	1									**3**	1	**200%**		
NON-AGG ASSAULT	18	11	15	10	17	14	11	8	1	15			**120**	124	**-3%**	**5**	**38**
AGGRAVATED ASSAULT	2		1	2	3	3	3	4	2	1			**21**	21	**0%**		**8**
INTIMIDATION/STALKING	9	14	12	10	11	15	15	12	17	19			**134**	110	**22%**		**2**
PROPERTY CRIMES																	
ARSON													**0**	1	**-100%**		
EXTORTION	1		1		1								**3**	6	**-50%**		
BURGLARY-FORCED		1	2	1	4	2	2	2	1	1			**16**	29	**-45%**	**2**	**3**
BURGLARY-W/O FORCE													**0**	1	**-100%**		
BURGLARY-ILLEGAL ENTRY		2		4	1	3	1	1		1			**13**	10	**30%**	**4**	**3**
POSS BURGLARY TOOLS													**0**	0	**0%**		
LARCENY	20	14	6	10	15	10	7	9	11	12			**114**	196	**-42%**	**6**	**1**
MOTOR VEHICLE THEFT	1	3	1	3		1	1	2	2				**14**	9	**56%**		**3**
Part II Crimes																	
STOLEN PROPERTY-MOTOR VEHICLE		1		1		1	1						**4**	7	**-43%**		
FORGERY/COUNTERFEIT-ING	1	1		2			1	2					**7**	13	**-46%**	**2**	
FRAUDULENT ACTIVITY	6	8	4	5	13	5	8	12	4	6			**71**	82	**-13%**	**5**	**2**
EMBEZZLEMENT					1	1				1			**3**	3	**0%**		
REC/CONCEALING STOLEN PROPERTY					2			1	2	1			**6**	11	**-500%**	**1**	**2**
DESTRUCTION OF PROPERTY	2	8	5	9	5	10	5	6	5	6			**61**	57	**7%**		**2**
RETAIL FRAUD-ALL	6	5	14	10	17	12	6	20	12	10			**112**	51	**120%**	**5**	**8**
UCR TITLE	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUNE**	**JULY**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**	**TOTAL**	**LAST YEAR**	**%**	**WARRANTS**	**ARRESTS**
MORALS/DECENCY CRIMES																	
V.C.S.A.	3	5	6	6	2	2	2	2	3	2			**33**	38	**-14%**	**1**	**11**

#DIV/0!

UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2023	%	WARRANTS	ARRESTS
SEX OFFENSE	1	1	1	1	2	2		1	3	2			14	14	0%		
OBSCENITY													0	7	-100%		
FAMILY ABUSE/NEGLECT	6	5		1	7	3	2		3	4			31	36	-14%		4
FAMILY-NON SUPPORT													0	11	-100%		9
FAMILY-OTHER													0	0	0%		
GAMBLING													0	0	0%		
COMMERCIALIZED SEX OFFENSE													0	0	0%		
LIQUOR LICENSE VIOLATION					1								1	0	100%		
LIQUOR LAW VIOLATION		1	3		1		1	4	3	2			15	15	0%		1
PUBLIC ORDER CRIMES																	
OBSTRUCTING POLICE		3	1	3	1	2	2	2	2				16	16	0%	1	9
ESCAPE-CORRECTIONAL INSTITUTION													0	0	0%		
ESCAPE-MENTAL INST.													0	0	0%		
ESCAPE/FLIGHT													0	0	0%		
OBSTRUCTING JUSTICE	1	1	3		3	1	2	7	5	2			25	141	-82%	90	95
BRIBERY													0	0	0%		
WEAPONS-CONCEALED	1		1	1			1			1			5	5	0%		1
WEAPONS-EXPLOSIVE													0	0	0%		
WEAPONS-OTHER		2		1		2		1		1			7	5	40%		
PUBLIC PEACE	17	19	26	18	17	15	6	14	26	16			174	225	-23%		11
TRAFFIC-HIT AND RUN	7	1	4	6	5	4	5	6	2	5			45	53	-15%		
TRAFFIC-O.U.I.L./O.U.I.D	2	2	6	2		2	2	5	5	6			32	47	-32%		16
TRAFFIC-MISD	5	4		2	5	6	6		7	6			41	41	0%	4	11
HEALTH/SAFETY VIOLATION	4	6	5	3	3	6	5	8	6	5			51	46	11%		
CIVIL RIGHTS													0	0	0%		
TRESPASS/PRIVACY	2	6	11	5	9	5	9	8	5	6			66	103	-36%		7
SMUGGLING													0	0	0%		
ELECTION LAWS													0	0	0%		
ANTI-TRUST													0	0	0%		
TAX REVENUE													0	0	0%		
CONSERVATION	1		4					2	3				10	7	43%		
VAGRANCY	1	2	1	2	2	10	4	8	8	5			43	49	-9%		
MISC. CRIMINAL OFFENSE													0	1	-100%		
GRAND JURY INVESTIGATION													0	0	0%		
CONSPIRACY													0	1	-100%		

End of Part II Crimes

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UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2023	%	WARRANTS	ARRESTS
UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	LAST YEAR	%	WARRANTS	ARRESTS
JUVENILE MINOR																	
DELINQUENT MINOR	6	26	14	7	6	7	5	11	17	6			**105**	146	**-28%**		
RUNAWAY	1	7	3	4	6	5	3	6	8	2			**45**	30	**50%**		
CIVIL-NON CRIMINAL																	
DIVORCE/SUPPORT													**0**	0	**0%**		
INCAPACITATION			1		1	1	4	2	4				**13**	20	**-9%**		
INSANITY	16	16	11	14	14	10	16	13	19	14			**143**	132	**8%**		
TRAFFIC																	
CRASH-PD-PUBLIC ST.	29	12	12	14	15	18	15	18	9	23			**165**	196	**-16%**		
CRASH-PI-PUBLIC ST	4	1	1	2	4	1	3	6	4	4			**30**	36	**-17%**		
CRASH-FATAL-PUBLIC ST													**0**	1	**-100%**		
CRASH-PD-PRIVATE	3	1	2	3	5	3	8	2	4	4			**35**	46	**-24%**		
CRASH-PI-PRIVATE						1							**1**	5	**-5%**		
CRASH-FATAL-PRIVATE PROPERTY													**0**	1	**-100%**		
CIVIL INFRACTION	48	43	23	24	26	14	9	11	20	31			**249**	187	**33%**		
PARKING VIOLATION	3	7	2	1	4	3	3	4	1	4			**32**	73	**-56%**		
Park. Tickets- 524-2021, 356-2023	62	7					6	4		70			**149**	236	-37%		
ABANDONED VEHICLE	3	2	5	6	3	3	10	7	5	4			**48**	54	**-11%**		
TRAFFIC HAZARD INVES	13	5	5	13	11	6	2	8	7	5			**75**	81	**-7%**		
TRAFFIC DIRECTION	6	1	2	1	8	4			15	3			**40**	73	**-45%**		
TRAFFIC SAFETY PUBLIC APPEARANCE													**0**	0	**0%**		
BREATHALYSER TEST-													**0**	0	**0%**		
OTHER POLICE													**0**	0	**0%**		
ALARMS																	
ALARM-POLICE RESPONSE	9	19	16	11	21	7	23	9	8	9			**132**	111	**19%**		
ALARM-MALFUNCTION	1	1	1										**3**	2	**100%**		
ALARM-TEST	2	1	3						4	3			**2**	9	**-7%**		
ALARM-WATER & SEWER			1										**0**	0	**0%**		
FIRE																	
ACCIDENT-FIRE													**0**	0	**0%**		
ACCIDENT-EXPLOSION													**0**	0	**0%**		
ACCIDENT-CHEMICAL													**0**	0	**0%**		
HAZARDOUS FIRE COND.					2	2	6	1	3				**14**	14	**0%**	Fireworks	
FIRE REQULATION VIOL													**0**	0	**0%**		
ASSIST BUILDING DEPT					1		1			1			**3**	11	**-73%**		

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UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2023	%	WARRANTS	ARRESTS
ASSIST C.F.D.	3	1		1	1	5							11	21	-48%		
UCR TITLE	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUNE**	**JULY**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**	**TOTAL**	**LAST YEAR**	**%**	**WARRANTS**	**ARRESTS**
ACCIDENTS																	
ACCIDENT-AIRCRAFT													0	0	0%		
ACCIDENT-HUNTING													0	0	0%		
ACCIDENT-SHOOTING													0	0	0%		
ACCIDENT-BOATING													0	0	0%		
ACCIDENT-WATER													0	0	0%		
ACCIDENT-OTHER									1				1	0	100%		
INSPECTIONS-																	
INVESTIGATIONS																	
INSPECT-BOAT													0	0	0%		
INSPECT-MOTOR VEHICLE	5	2	1	3	3	1			1				16	17	-100%		
INSPECT-TRAFFIC CITATION													0	0	0%		
INSPECT-BUSINESS	35	34	8	26	29	25	29	17	14	19			236	472	-50%		
INSPECT-RESIDENCE	3	9	17	18	5	4	6	7	9	10			88	138	-36%		
INSPECT-HANDGUN	12	15	10	19	11		11	9	15	14			116	186	-38%		
INSPECT LIQUOR LICENSE		4		4					1	3			12	16	-25%		
INSPECT-OTHER/SOR CHECK	13	9	10	14	5	7	8	7	7	11			91	124	-27%		
INSPECT-CCW APPLIC													0	0	0%		
DOMESTIC DISPUTES	16	23	12	12	25	21	15	18	18	21			181	226	-20%		
CIVIL DISPUTE	8	16	14	19	20	20	19	12	15	10			153	181	-15%		
SUSPICIOUS SITUATION	82	81	82	95	100	111	120	90	111	96			968	1121	-14%		
FIELD INTERROGATION CARD													0	0	0%		
HAZARDOUS SITUATION													0	0	0%		
SUSPECTED NARCOTIC ACTIVITY	1	6	1	4	3	3	2	2	4	2			28	14	100%		
ABANDONED/RECOVERED PROPERTY	5	3	11	2	8	7	4	6	9	6			61	78	-22%		
DRUG OVERDOSE	1	2	3			2	5	3		1			17	12	50%		
BOMB THREAT													0	0	0%		
MISC. INCIDENTS																	
MISC/P.B.T.													0	0	0%		
SUICIDE	2		1			1	1						5	0	4%		
SUICIDE ATTEMPT	6	4	4	2	6	3	1	2	7	1			36	78	-54%		
DEATH-NATURAL	2	2	1	1	1	2			3				12	2	200%		
DEATH-UNDETERMINED							1		1				2	1	0%		
MISSING PERSON	3	1	3	1	1	1	2	2	4	4			22	9	144%		

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UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2023	%	WARRANTS	ARRESTS
NATURAL DISASTER													0	0	0%		
PUBLIC RELATIONS ACTIVITY													0	40	-100%		
PATROL INFORMATION	1				1			1					3	7	-57%		
UCR TITLE	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUNE**	**JULY**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**	**TOTAL**	**LAST YEAR**	**%**	**WARRANTS**	**ARRESTS**
GENERAL ASSISTANCE																	
ASSIST CITIZEN	44	56	53	56	62	47	72	85	77	66			618	781	-21%		
ASSIST MOTORIST	7	5	8	5	5	7	5	5	4	3			54	33	64%		
ASSIST POLICE AGENCY	9	11	10	17	11	7	16	5	9	10			105	108	-3%		
ASSIST OTHER AGENCY	8	11	12	10	7	12	9	10	16	11			106	151	-30%		
ASSIST D.P.W.	4	1			1	2	4		1				13	14	-7%		
ESCORT-FUNERAL													0	0	0%		
ESCORT-MONEY									1				1	1	0%		
ESCORT-OTHER													0	0	0%		
TRANSPORT-PRISONER	22	12	12	17	18	21	22	29	20	16			189	168	13%		
TRANSPORT-PAPERWORK	4	6	3	3	1	3	1	2	3	4			30	64	-53%		
TRANSPORT-OTHER													0	4	0%		
LOCKOUT		3	1	2	4			1	2	1			14	6	133%		
SUBPOENA SERVICE	4	2	2	4	5	5	2	12	6				42	35	20%		
PERMISSION TO PARK	2	3	1	2	4		1	2	4	4			23	13	2%		
PATROL-FOUND DOOR OPEN	8	5	4	4	3		3	3	2	1			33	48	-31%		
PATROL-FOUND OPEN WINDOW							1						1	1	0%		
PATROL-FOUND B&E													0	0	0%		
ASSIST E.C.S.D.-	9	5	6	8	8	8	9	5	4	9			71	85	-16%		
GENERAL NON CRIMINAL																	
JUVENILE SAFETY VIOL													0	0	0%		
ANIMAL CONTROL	10	10	8	9	11	18	7	12	18	9			112	89	26%		
ZONING ORD VIOLATION	2						1			1			4	6	-33%		
TOTALS	**654**	**618**	**534**	**580**	**639**	**566**	**602**	**599**	**653**	**653**			**6098**	7486	-19%		
TRAFFIC STOPS	137	101	60	102	73	63	50	58	78	125			847	934	-9%		
OFFICER TRAINING HOURS	13	182	24	141	65	97.5	38	175	98	47			880.5	735.5	20%		
COMMUNITY HOURS	16	72.5	2	1.5	4.5	53	61	2	127	39			378.5	317	19%		
PAPERWORK HOURS	469.5	322.5	322	337	440	409.5	298	334	285	331.5			3549	3420	4%		

SRO STATS

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UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2023	%	WARRANTS	ARRESTS

The SRO handled 39 incidents in October. They include:

1- Sex. Assault, 1- Non-Agg Assault, 5- Intimidation/Threats, 1- Larceny, 2- Sex Ofense, 5- Public Peace,

5- Delinquent Minor, 1- Crash-PD Private Property, 3- Alarm-Test, 8- Suspicoius Situation

6- Assist Citizen, 1- Assist Other Agency

VCSA STATS

During the month of October the Charlotte Police Department dealt with 5 VCSA incidents. They are the follows:

2-Meth, 2-Heroin, 1-Unknown

(This includes the VCSA, Suspected Narcotics Activity, and Drug Overdose Categories)

Charlotte Police Department

111. E. Lawrence Ave., Charlotte, MI 48813
Phone: 517-543-1552 Fax: 517-543-8396
Paul Brentar, Chief of Police

October 2024 Monthly Report

Monthly Statistics:

- See attached report.

Training:

- Chief Brentar attended the International Association of Chief's of Police Conference in Boston, MA on a grant from the Michigan Association of Chief's of Police.
- Det. Poortvliet and Officer Leach attended Computer Investigation training.
- Sgt. Antcliff and Officer Gardner attended Intoxilyzer 9000 training.
- All officers completed Flock Camera training online.
- All officers completed Gracie defensive tactics training.
- Officer Callahan attended Threat Assessment training online.
- Officers continue to do online training through Virtual Academy.

Staffing:

- We still have one officer opening and efforts to fill that spot are on-going.

Operational Highlights:

- On 10-01, officers assisted the Genessee County Sheriff's Office with locating a missing juvenile at Meijer. The juvenile was turned over to her mother.
- On 10-03, officers responded to a personal injury crash on Sheldon St/ RR Tracks. The driver lost control of the vehicle due to mechanical failure and got stuck on the tracks. Officers were able to contact the railroad and have trains stopped until a tow truck could remove the vehicle.
- On 10-07, officers responded to a personal injury crash involving a car vs bike at Seminary/State. The bicyclist was treated on scene and released to their parent.
- On 10-11, officers assisted the Eaton County Sheriff's Office with apprehending a subject who was running from them. The subject was taken into custody and lodged at the jail.
- On 10-18, officers were called to a local drive-through for a possibly intoxicated driver. Officers made contact and the driver was arrested for OWI-2nd offense. The driver was lodged at the jail.
- On 10-18, officers assisted the Michigan State Police with arresting a subject who had extraditable warrants out of Minnesota. The subject was arrested and lodged at the jail pending extradition back to Minnesota.
- On 10-19, officers assisted the Eaton County Sheriff's Office with a personal injury crash on northbound I-69/M-50. Officers assisted with shutting down the highway.
- On 10-19, officers assisted the Eaton County Sheriff's Office with an OWI subject at Sparrow Eaton Hospital.

- On 10-25, officers responded to a personal injury crash on Lansing Rd. in front of Team One where the driver had a medical issue. The driver was taken to Sparrow Eaton by EMS.
- On 10-27, officers were requested by the Dewitt Township Police Department to check a residence for a vehicle they were looking for. The vehicle was not located.
- On 10-27, officers assisted the Eaton County Sheriff's Office with locating a driver of a motorcycle that fled from deputies the previous night.
- On 10-29, officers were called to a breaking and entering complaint. Officers were able to arrest the subject on multiple charges and the subject was lodged at the jail.

Outreach/Public Events:

- Officers provided traffic control and conducted PR for the Trick or Treat event downtown.
- Officers attended a Trick or Treat event at Walmart
- Officers attended a Trick or Treat event at the Church of the Nazarene.
- Officers provided traffic control for the annual Eagles Special Needs Hayride.
- Officers attended the Fire Department Open House.

Respectfully,



Chief of Police

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Paul Brentar, Chief of Police
Date: 11-19-2024
Re: UPDATED- Sole Source Request- FY 24 Community Project Funding grant through Congresswoman Slotkin

Background
In February of 2024, the council approved the Sole Source request for medical supplies through Bound Tree Medical for this grant. During this time, it was also planned to buy additional breaching equipment with this grant money.

As of today's date, and after meeting with our sales representative, costs for the medical equipment have risen to the point that we will no longer be able to provide breaching equipment with this grant money. However, we will still be able to provide the medical supplies (RTAK Stop the Bleed Kits) to classrooms in Eaton Ingham, & Clinton counties, along with the medical bags for patrol cars.

Recommendation
City Council has already given its approval for sole source funding through Bound Tree Medical for medical supplies for this grant.

Financial Impacts
None

Suggested Motion
None. Already approved in February 2024.

THE CITY OF
CHARLOTTE
MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: November 20, 2024
Re: Claims and Expenditures for Council approval on Monday November 25, 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 November 11, 2024	$ 0.00
HRA Insurance Claims week of November 18, 2024	$ 6,535.15
Payroll paid Friday November 15, 2024	$285,610.05
Invoiced claims as of November 20, 2024	$286,233.27
Total	**$578,378.47**

Suggested Motion
Motion to approve Claims and Expenditures in the amount of **$578,378.47**

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 11/07/2024 - 11/20/2024
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Vendor Code	Vendor Name / Invoice	Description	Amount
02015	ADVANTAGE FLEET, LLC		
	104512	BUSINESS CARD SHIPPNG	11.80
	64752	BUSINESS CARDS (TYGER)	11.80
TOTAL FOR: ADVANTAGE FLEET, LLC			23.60
02113	ALLIED FIRE SALES & SERVICE LLC		
	4531	FIRE HOOKS BRUSH BROOM HANDLES,	159.51
TOTAL FOR: ALLIED FIRE SALES & SERVICE LLC			159.51
01764	AMAZON CAPITAL SERVICES		
	13GV-Q9VG-WXLT	ACCOUNT # A264N6SLCWDWHU (LENOVO THINK PAD) FOR FINANCE, TREASURER	128.55
	1946-9XF6-6XJR	ACCOUNT # A264N6SLCWDWHU (FINANCE /TREASURER NEW PRINTER)	698.14
	1C7X-VNNX-163R	ACCOUNT # A264N6SLCWDWHU (REMOVABLE WALL MOUNTING TAB, FOLDERS,BINDERS,EXPANDABLE FILE JACKETS	224.21
	1DMR-N67K-1RR9	ACCOUNT # A264N6SLCWDWHU (AMERICAN FLAGS 5X8)	481.50
	1H3D-QP3M-QTPT	ACCOUNT # A264N6SLCWDWHU (400 WATT CAR POWER INVERTER)	110.06
	1J7N-QH9N-71KD	ACCOUNT # A264N6SLCWDWHU (CREDIT TO INVOICE#1C7X-VNNX-163R)	(140.94)
	1MGX-CLCD-9TR7	ACCOUNT # A264N6SLCWDWHU (3X5 HEAVY DUTY AMERICAN FLAGS)	43.95
	1NNW-WW9L-9HJV	ACCOUNT # A264N6SLCWDWHU (BULK COMPOSITION WIDE RULED NOTEBOOKS)	26.73
	1P7D-H9NW-QVM1	ACCOUNT # A264N6SLCWDWHU (PICTURE FRAME SET, BATTERIES, DIXIE ULTRA PAPER PLATES, CHARMIN)	257.34
	1W47-GJP1-G33J	CREDIT MEMO 147W-GJP1-G33J (RETURN CONTINOUS RELAY ON/OFF POWER SWITCHER AUTO STARTER)	(65.48)
TOTAL FOR: AMAZON CAPITAL SERVICES			1,764.06
01915	APEX SEPTIC & EXCAVATING, INC.		
	328608	APEX SKETCHING SOFTWARE	1,040.00
TOTAL FOR: APEX SEPTIC & EXCAVATING, INC.			1,040.00
01635	AT&T LONG DISTANCE		
	#131573146	AIRPORT INTERNET OCTOBER 27 - NOV 26	51.38
TOTAL FOR: AT&T LONG DISTANCE			51.38
01608	BARYAMES CLEANERS		
	BN1615-11.01.202	DRY CLEANING FIRE	621.35
	BN1616-11.01.202	DRY CLEANING POLICE	215.94
TOTAL FOR: BARYAMES CLEANERS			837.29
01581	BLUE CARE NETWORK		
	243130026830	MEDICAL COVERAGE (COVERAGE PERIOD 12.01.2024 - 12.31.2024)	54,521.59
	243130029139	MEDICAL COVERAGE (RETIRED) COVERAGE PERIOD 12.01.2024 - 12.31.2024)	2,361.17
TOTAL FOR: BLUE CARE NETWORK			56,882.76
01576	BOUND TREE		
	85557629	OPTIMUM TRACTION DEVICE	129.99
TOTAL FOR: BOUND TREE			129.99

Vendor Code	Vendor Name / Invoice	Description	Amount
00669	BSB COMMUNICATIONS		
	185577	NOVEMBER 2024	2,052.73
TOTAL FOR: BSB COMMUNICATIONS			2,052.73
01555	BYRUM ACE HARDWARE		
	407003	CUTTING PLIERS, GALVONIZED HEX BUSHINGS,COUPLING	71.32
	407037	HILLMAN FASTENERS	1.78
	407248	M19 BATTERY	199.00
	407365	HEX BUSHING, HILLMAN FASTENERS, GALVONIZED PIPE	51.89
	407409	GALVONIZED NIPPLES, 90 DEGREE ELBOW	57.98
	407452	MICE & RAT BAIT	34.99
	407468	LEAF BLOWER FOR THE WELLS	179.00
	407600	LEAF BLOWER BATERY	199.00
	408706	WALL MOUNT HOSE HANGAR	17.99
	408773	LED BULBS	11.99
	409049	NYLON ROPE	19.99
	409769	CHECK VALVE	14.99
	409840	HDMI CABLE, SURGE PROTECTOR, DRIVER BIT SET	79.96
	409958	SWIVEL SNAP BOLTS	27.16
	409975	LED BULBS	27.98
	410095	PAINT TRAY LINER, ULTRA COVER HUNTERGREEN QUART	19.98
TOTAL FOR: BYRUM ACE HARDWARE			1,015.00
01554	C S MOBILE WELDING		
	1034	FABRICATED SCBA BOTTLE HOLDER FOR #313	110.00
TOTAL FOR: C S MOBILE WELDING			110.00
01548	CANDY FORD, INC.		
	142202	BOLT, NUT, STRAP ASSESSMBLY	253.17
	42995	OIL CHANGE ON TRUCK #319	73.64
TOTAL FOR: CANDY FORD, INC.			326.81
01522	CHARLOTTE AIR SERVICES LLC		
	11/19/2024	OCTOBER 2024 HANGAR MANAGEMENT,FUEL SALES MANAGEMENT	700.80
TOTAL FOR: CHARLOTTE AIR SERVICES LLC			700.80
MISC	CHERI CUMMINGS		
	11.13.2024	CONFERENCE ON 11-12-24 HOARDING CASE STUDY(MILEAGE REIMBURSEMENT)	132.66
TOTAL FOR: CHERI CUMMINGS			132.66
01486	CONSULTANTS ON CALL, LLC		
	2024-20387	SET UP OF LEOVO THINK PAD	1,649.49
TOTAL FOR: CONSULTANTS ON CALL, LLC			1,649.49

Vendor Code	Vendor Name / Invoice	Description	Amount
01471	CONSUMERS ENERGY		
	201009038153	1213 S COCHRAN AVE	62.22
	201009038154	1216 S COCHRAN AVE	21.46
	201009038155	1216 1/2 S COCHRAN AVE	16.00
	201009038156	1216 S COCHRAN AVE	16.78
	201275701290	1310 S COCHRAN AVE	147.76
	201453633063	526 W STODDARD ST	32.02
	201987592085	1152 S COCHRAN AVE CAMP FRANCIS	91.81
	202076586779	620 W SHEPHERD ST	16.00
	202343552156	203 HALL ST	67.74
	202521527255	301 TIRRELL RD	354.31
	202521527256	301 TIRRELL RD R2	261.25
	202521527257	301 TIREELL RD MAINTENANCE	19.13
	202788479099	508 N. SHELDON ST.	62.44
	203233473743	619 W SHEPHERD ST	73.43
	203233473744	620 W SHEPHERD ST	103.65
	203500432610	811 CHADS WAY	18.34
	203767381984	1225 S COCHRAN AVE	129.33
	203856390615	103 VAN LIEU ST	41.59
	203945376131	911 W SHEPHERD ST FIRE DEPT 2	2,793.82
	204212350641	111 E LAWRENCE AVE	162.88
	204390338145	1325 ISLAND HWY	478.06
	204390338146	1329 1/2 ISLAND HWY	39.82
	204479302358	1800 PACKARD HWY	41.76
	204479302513	1167 E CLINTON TRAIL	67.92
	204479303370	1325 ISLAND HWY #C	96.99
	204835263412	811 CHADS WAY	113.08
	205102204046	1005 PAINE DR. FRNT GEN CHARLOTTE	23.57
	205458157920	700 LANSING RD	32.33
	206258943634	1325 ISLAND HWY GATE-AIRPORT	35.09
	206258944202	112 1/2 S COCHRAN	28.76
	206347821779	108 E LAWRENCE AVE	52.29
	206347821780	108 E LAWRENCE AVE	79.80
	206347822386	1005 PAINE DR	26.92
	206436756543	1104 MIKESELL ST	197.84
	206436756547	544 LANSING ST/WWTP LIFT STATION	22.24
	206436756548	544 LANSING ST	699.00
	206436756549	700 E. SHEPHERD ST.	144.33
	206436756554	1075 INDEPENDENCE BLVD	237.59
	206436756557	1305 S COCHRAN AVE	38.61
	206436756591	1216 S COCHRAN AVE	2,054.21
	206436756634	111 E LAWRENCE AVE	4,363.29
	206436772767	245 S COCHRAN AVE	23.69
	206525724157	201 HALL ST	64.73
	206614719687	1064 NORTHWAY	42.25
	206703643787	1227 S COCHRAN AVE	5,412.21
	206703658677	201 HALL ST (AREA LIGHTING)	109.62
	207147720540	1005 PAINE DR	10,372.80
	207147725936	076 - 12 TRAFFIC LIGHTS	443.70
	207147725937	AREA LIGHTING	653.29
	207147725938	076 - 2 TRAFFIC LIGHTS	3.07
	207147725939	065 & 068 -460 STREETLIGHTS	5,561.64
	207147725940	TULLY BROWN DR (AREA LIGHTING)	146.17
TOTAL FOR: CONSUMERS ENERGY			36,198.63
01838	CULLIGAN WATER CONDITIONING		
	09513TN	SALT DELIVERY @ WEST SIDE	132.50
	12512TN	SALT DELIVERY CHARLOTTE CITY HALL	25.00
TOTAL FOR: CULLIGAN WATER CONDITIONING			157.50

Vendor Code	Vendor Name / Invoice	Description	Amount
01452	CUMMINS SALES & SERVICE		
	S3-241020990	313 ENGINE REPAIR / TURBO	8,098.34
TOTAL FOR: CUMMINS SALES & SERVICE			8,098.34
01428	DELTA DENTAL PLAN OF MICHIGAN		
	RIS0006075159	BILLING PERIOD 12/01/2024 - 12/31/2024	4,457.06
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN			4,457.06
01414	DORNBOS SIGN & SAFETY INC.		
	INV79205	SLOW MOVING VEHICLE DECAL	20.00
TOTAL FOR: DORNBOS SIGN & SAFETY INC.			20.00
01404	EATON COUNTY FIRE CHIEFS		
	11.19.2024	MEMBERSHIP DUES 2025	150.00
TOTAL FOR: EATON COUNTY FIRE CHIEFS			150.00
02056	EATON COUNTY SHERIFF'S DEPARTMENT		
	2025-00000005	10/10/2024 WORK CREW FULL DAY	300.00
TOTAL FOR: EATON COUNTY SHERIFF'S DEPARTMENT			300.00
01392	EATON CUSTOM SEWING		
	1837	FIRE DEPT REPAIRS LABOR ONLY (BRAD STARK)	65.00
	1843	FIRE DEPT REPAIR-AIR PACKS	162.50
	1850	SEWING FIRE DEPT.	220.00
TOTAL FOR: EATON CUSTOM SEWING			447.50
01380	EDWARDS INDUSTRIAL SALES		
	3412610	T.F.GEAR BELT	85.10
TOTAL FOR: EDWARDS INDUSTRIAL SALES			85.10
01957	EGANIX		
	22088	F.O.G. TREATMENT	2,940.00
TOTAL FOR: EGANIX			2,940.00
01371	ENERCO CORPORATION		
	INV017434	WATER TREATMENT & SERVICES FOR STEAM BOILER	2,100.00
TOTAL FOR: ENERCO CORPORATION			2,100.00
00932	ERIC ROGERS LLC		
	34098	DDA SNOW REMOVAL	1,840.00
TOTAL FOR: ERIC ROGERS LLC			1,840.00
01365	ETNA SUPPLY		
	S105937015.002	GASKETS	1,556.00
TOTAL FOR: ETNA SUPPLY			1,556.00
01358	FAMILY FARM & HOME		
	001919/C	ROLLER CHAIN BREAKER	26.99
TOTAL FOR: FAMILY FARM & HOME			26.99
02067	FOSTER SWIFT COLLINS & SMITH PC		
	OCTOBER 2024	SERVICES RENDERED THROUGH OCTOBER 2024 (PRE AUDIT LETTER RESONSE & POSTAGE)	56.88
TOTAL FOR: FOSTER SWIFT COLLINS & SMITH PC			56.88

Vendor Code	Vendor Name / Invoice	Description	Amount
01306	GRAND TRUNK WEST RAILROAD		
	91766518	SIGNAL & GATES 05/01/2025 THRU 04/30/2026	14,125.00
TOTAL FOR: GRAND TRUNK WEST RAILROAD			14,125.00
01438	HASSEL FREE FUELS		
	CFSI-11404	ACCOUNT # 010109 (FIRE) FUEL	610.29
TOTAL FOR: HASSEL FREE FUELS			610.29
02037	HASSEL FREE FUELS		
	CFSI-11359	ACCNT #010107 (DPW/WWTP) FUEL	1,017.89
TOTAL FOR: HASSEL FREE FUELS			1,017.89
01208	HOMETOWN DECORATION & DISPLAY		
	2015	LIGHTED HOLIDAY DECORATIONS	1,320.00
TOTAL FOR: HOMETOWN DECORATION & DISPLAY			1,320.00
01252	INDEPENDENT BANK		
	5867.10.15.2024	OCTOBER 2024	6,700.59
TOTAL FOR: INDEPENDENT BANK			6,700.59
01976	KENT COMMUNICATIONS INC		
	341059	NOVEMBER UTILITY BILLS	1,018.62
TOTAL FOR: KENT COMMUNICATIONS INC			1,018.62
01199	KIMBALL MIDWEST		
	102773244	FLAP DISC	363.90
TOTAL FOR: KIMBALL MIDWEST			363.90
01173	LEA'S AUTO BODY		
	9006	OIL CHANGE 2023 CHEVY TAHOE	88.46
	9027	OIL CHANGE 2022 CHEVROLET TAHOE	90.36
TOTAL FOR: LEA'S AUTO BODY			178.82
01684	LEXISNEXIS RISK SOLUTIONS		
	1100045105	OCTOBER 2024 CHARGES	200.00
TOTAL FOR: LEXISNEXIS RISK SOLUTIONS			200.00
02023	LUNGHAMER FORD		
	12024	F350 CHASSIS-1FD8W3EN7REF32008	51,309.00
TOTAL FOR: LUNGHAMER FORD			51,309.00
01156	LYNN PEAVEY COMPANY		
	413947	EVIDENCE TAPE	117.60
TOTAL FOR: LYNN PEAVEY COMPANY			117.60
02016	MACQUEEN EMERGENCY		
	P27647	MANDRELL 66"	447.18
	P27649	SPROCKETS, CHAIN COVER	257.75
TOTAL FOR: MACQUEEN EMERGENCY			704.93
00316	MICH ASSOC. CHIEFS OF POLICE		
	300011181	ACTIVE MEMBER (BROOKS)	100.00
	300011326	ACTIVE MEMBER (SLAUGHTER)	100.00
	300011327	ACTIVE MEMBER (MCDANIEL)	100.00
TOTAL FOR: MICH ASSOC. CHIEFS OF POLICE			300.00

Vendor Code	Vendor Name / Invoice	Description	Amount
01082	MICHIGAN NETWORK CONSULTANTS		
	2024-20385	CONTRACT FOR PROFESSIONAL IT SERVICES	1,250.00
	2024-20386	CONTRACT FOR PROFESSIONAL IT SERVICES	1,250.00
TOTAL FOR: MICHIGAN NETWORK CONSULTANTS			2,500.00
01075	MML		
	0002543	CDL CONSORTIUM DRIVERS FEE	900.00
TOTAL FOR: MML			900.00
01536	NAPA MPEC		
	273703	AIR FILTER	104.88
	273826	WINDSHIELD WASHER FLUID	33.33
	273957	BRACKET	6.48
	274090	LIGHT BULBS	27.88
TOTAL FOR: NAPA MPEC			172.57
01007	O'REILLY AUTOMOTIVE INC		
	4651-446171	HEADLIGHTS FOR TRUCK #311	95.49
TOTAL FOR: O'REILLY AUTOMOTIVE INC			95.49
01030	QUADIENT FINANCE USA, INC.		
	7900044417194903	POSTAGE FUNDING	1,000.00
TOTAL FOR: QUADIENT FINANCE USA, INC.			1,000.00
01908	QUADIENT LEASING USA, INC.		
	Q1596229	LEASING	948.84
TOTAL FOR: QUADIENT LEASING USA, INC.			948.84
02129	RICOH USA, INC		
	108704202	60 MONTH LEASE AUGUST 2024 TO JULY 2029	207.82
	5070385935	CHARGES FOR COPIES	49.13
TOTAL FOR: RICOH USA, INC			256.95
00935	ROCHESTER CREATIONS		
	4043	PULL OVERS	332.00
	4044	MARK SHIRTS	148.00
	4047	SPORT-TEK UNIFORM SHIRTS	100.00
TOTAL FOR: ROCHESTER CREATIONS			580.00
02143	[redacted]	HUD AGREEMENT	15,912.75
TOTAL FOR: [redacted]			15,912.75
00762	SPARROW MEDICAL SUPPLY		
	05341133633-00	OXYGEN E TANK	120.00
	05341135-00	OXYGEN E TANK	30.00
TOTAL FOR: SPARROW MEDICAL SUPPLY			150.00
01829	SPECTRUM PRINTERS, INC.		
	83280	VOTE TEST TEST DECKS FOR NOVEMBER 2024	420.00
TOTAL FOR: SPECTRUM PRINTERS, INC.			420.00
00865	SPENCER MANUFACTURING INC		
	18727	REPAIR LABOR, SEAL KIT, SUCTION RELIEF VALVE (TRUCK #6)	2,493.15
TOTAL FOR: SPENCER MANUFACTURING INC			2,493.15

Vendor Code	Vendor Name / Invoice	Description	Amount
02021	STAPLES		
	6016599329	BATHROOM CLEANING SUPPLIES	47.03
TOTAL FOR: STAPLES			47.03
01108	STATE OF MICHIGAN		
	591-11286289	AIRPORT LICENSE FEE	50.00
TOTAL FOR: STATE OF MICHIGAN			50.00
00837	TEAM ONE		
	380497	REPAIRS TO CAR 300 FIRE INSPECTOR	2,497.62
TOTAL FOR: TEAM ONE			2,497.62
02085	THE WOODHILL GROUP, LLC		
	2364	ESTIMATE OF FISCAL YEAR 2025 SERVICES THROUGH 12/31/2024	25,335.12
TOTAL FOR: THE WOODHILL GROUP, LLC			25,335.12
01466	TODD COTTER		
	11.19.2024.O	OCTOBER 2024 AIRPORT MANAGEMENT FEES	833.33
TOTAL FOR: TODD COTTER			833.33
00820	TRACE ANALYTICAL LABORATORIES		
	4110164	C.A.P. ANNUAL SAMPLE ANALYSIS	909.75
	4110165	LINN ANNUAL SAMPLE ANALYSIS	884.75
	4110216	WATER QUALITY ANALYSIS	125.50
	4110427	WATER ANALYSIS	100.00
TOTAL FOR: TRACE ANALYTICAL LABORATORIES			2,020.00
00811	TROJAN UV		
	30416	LAMPS, SLEEVES AND SEALS	18,442.60
TOTAL FOR: TROJAN UV			18,442.60
00808	TSC TRACTOR SUPPLY		
	37317	WASH BAY MATS	71.98
TOTAL FOR: TSC TRACTOR SUPPLY			71.98
00871	UM HEALTH -SPARROW OCCUPATIONAL HEA		
	00074225-00	DOT PHYSICAL	95.00
TOTAL FOR: UM HEALTH -SPARROW OCCUPATIONAL HEA			95.00
00791	USA BLUE BOOK		
	INV00535335	LAB SUPPLIES	3,332.86
	INV00539434	BOOT RACK	55.29
TOTAL FOR: USA BLUE BOOK			3,388.15
00785	VERIZON WIRELESS		
	9977714075	OCT 02- NOV 01	1,388.88
TOTAL FOR: VERIZON WIRELESS			1,388.88
00778	VISION SERVICE PLAN		
	821679365	DECEMBER 2024 (VISION SAFETY)	341.10
	821679423	2024 DECEMBER	831.41
TOTAL FOR: VISION SERVICE PLAN			1,172.51

Vendor Code	Vendor Name / Invoice	Description	Amount
00761	WILLIAMS FARM MACHINERY, INC.		
	30637	SCABBARD 3	8.49
	30700	1/4" HOSE	47.80
TOTAL FOR: WILLIAMS FARM MACHINERY, INC.			56.29
00758	WINDEMULLER		
	239040	ELECTRICAL ISSUES WITH THE IR SCAN	2,128.29
TOTAL FOR: WINDEMULLER			2,128.29
TOTAL - ALL VENDORS			286,233.27

PAYMENT TYPE TOTAL

Paper Check	163,636.27
EFT Transfer	122,597.00

COMMERCIAL CREDIT CARD STATEMENT 2024

October, 2024

	DATE	VENDOR	DESCRIPTION	ACCOUNT #	AMOUNT	
Griffith, M	9/16/2024	Court-Side	TMDL Event	101-751.000-956.001	$ 182.31	
	10/3/2024	Meijer	River Cleanup/Supplies for Volunteers	510-574.000-731.000	$ 16.52	
	10/5/2024	Quality Dairy	River Cleanup/Supplies for Volunteers	510-574.000-731.000	$ 56.96	
	10/5/2024	Subway	River Cleanup/Supplies for Volunteers	510-574.000-731.000	$ 296.37	
	10/5/2024	BIGGBY Coffee	River Cleanup/Supplies for Volunteers	510-574.000-731.000	$ 40.26	
	10/8/2024	STATE MI EGLE	Industrial Storm H20 Permit renewal	295-595.000-741.000	$ 277.13	
	10/10/2024	MRWA	Job Posting	510-537.000-900.000	$ 99.00	
				Subtotal	**$ 968.55**	
City Manage	9/27/2024	WEB Network Solutions	Renewal of Domain/Charlottemi.ORG	666-228.000-801.000	$ 122.97	every 3 years
	10/1/2024	GOOGLE Suite	Google Monthlly Subscription	666-228.000-810.000	$1,055.56	
	10/5/2024	VMO*VIMEO.Com	Pro Subscription 10/05.2023 -10/05/2	666-228.000-801.000	$ 240.00	
				Subtotal	**$1,418.53**	
Fullerton, T	9/30/2024	USPS	4 Gas monitor repair - shipping	206-336.000-732.000	$ 13.95	
	10/02/2024	Soaring Eagle Hotel	Fall 2024 Fire Inspectors Confrence	206-336.000-965.000	$ 328.00	
	10/09/2024	MACEO	Code Enforcment Membership	101-703.000-960.000	$ 75.00	
	10/09/2024	Firehouse Subs	Staff food prior to FD Openhouse	206-336.000-963.000	$ 229.94	
				Subtotal	**$ 646.89**	
Brentar, P	9/20/2024	Handcuff Baton WRHS	Leg Restraints	101-301.000-731.000	$ 112.00	
	9/21/2024	GALLS	Safarilan Disposable Tranzport Hood	101-301.000-731.000	$ 52.59	
	10/1/2024	Smartsign	Cling Repositionable Decals	248-728.000-900.000	$ 160.06	
	10/8/2024	EASIIDCARD.COM	Gardner Police ID	101-301.000-731.000	$ 29.00	
	10/10/2024	Shutterfly	Gardner Photo	101-301.000-731.000	$ 8.07	
				Subtotal	**$ 361.72**	
Larocque,M	9/23/2024	GAN-MI Local IQ ADV2	LANSING STATE JOURNAL ADS	101-215.000-900.000	$ 898.68	
	10/7/2024	YOURMMBERSHIP	JOB POSTINGS	101-215.000-900.000	$ 150.00	
	10/9/2024	SEC OF STATE E SER	Notary Application	101-215.000-960.000	$ 10.17	
	10/9/2024	ESRI	ARC GIS Creator (assessors)	666-228.000-810.00	$ 550.00	
	10/11/2024	Amway Grand Plaza	Mers Confrence (R Rich)	101-441.000-965.000	$ 430.20	
	10/11/2024	Amway Grand Plaza	Mers Confrence (R Rich)	101-441.000-965.000	$ (20.88)	
				Subtotal	**$2,018.17**	
Christiansen	9/14/2024	Amazon	9x12 Envelopes	206-336.000-731.000	$ 8.47	
	9/16/2024	USPS	Send Back Light	206-336.000-732.000	$ 58.50	
	9/19/2024	MI FIRE Inspectors	Fire Inspector Fall Conference	206-336.000-965.000	$ 384.88	
	9/19/2024	MI FIRE Inspectors	Fire Inspctor Fall Conference	206-336.000-965.000	$ 384.88	
	9/26/2024	State of MI EMS	EMS License Renewal (Emery)	206-336.000-960.000	$ 25.00	
	10/3/2024	IAFC>ORG	Division Dues(Christiansen)	206-336.000-960.000	$ 425.00	
				Subtotal	**$1,286.73**	

Total	**$ 6,700.59**

THE CITY OF CHARLOTTE MICHIGAN

Mary LaRocque <mlarocque@charlottemi.org>

Fwd: Claims

Rob Hillard <rhillard@charlottemi.org> Fri, Nov 22, 2024 at 10:06 AM
To: Joseph Chin Jr <jchin@charlottemi.org>
Cc: Mary LaRocque <mlarocque@charlottemi.org>, Tim Lewis <tlewis@charlottemi.org>

Below are the responses to your inquiries.

> ***I noticed the purchase of the Lenovo Think pad and trying to understand a charge of 1,649.49 for "set up of Lenovo Think Pad" is this a mistake in the description or did we actually spend this amount to set up a 128.00 think pad?***
> AMAZON CAPITAL SERVICES ACCOUNT # A264N6SLCWDWHU (LENOVO THINK PAD) 128.55 FOR FINANCE, TREASURER
> 01486 CONSULTANTS ON CALL, LLC 2024-20387 SET UP OF LEOVO THINK PAD 1,649.49

*****The charge from Consultants on Call is for the purchase of the laptop and installation*****.

> ***Is this a one time charge or monthly? What is this for?***
> BSB COMMUNICATIONS185577 NOVEMBER 2024 2,052.73

*****BSB is the phone vendor and this is a monthly charge*****

> ***Is the new contract call for a payment when it does not snow? I don't recall any snow until today. Could this be a bill from last year?***
> ERIC ROGERS LLC 34098 DDA SNOW REMOVAL 1,840.00

****Eric Rogers LLC is the downtown snow removal vendor and it is a monthly charge, not dependant on snow amounts or frequency******

Robert Hillard
City Manager
rhillard@charlottemi.org
www.charlottemi.gov
Phone: 517 543-8850
[Quoted text hidden]

McGinty, Hitch, Person, Anderson & Revore, P.C.
ATTORNEYS AT LAW
3410 BELLE CHASE WAY, SUITE 600
LANSING, MICHIGAN 48911
TELEPHONE (517) 351-0280
FAX (517) 351-3583
www.mcgintylaw.com

November 21, 2024

Mayor Tim Lewis, and
Council Members
Charlotte, Michigan

Via Email Delivery

RE: Amendment to Ordinance No. 2009-04, and Code "§ 52-26 PUBLIC NUISANCE DEFINED AND PROHIBITED".

Dear Mayor Lewis, Council Members, and Mr. Hillard:

I write to introduce an ordinance to amend Ordinance No. 2009-04, and Code § 52-26 PUBLIC NUISANCE DEFINED AND PROHIBITED. (Enclosed).

Amendment Information:

To amend the City ordinance and Code § 52-26 to clarify that persons requesting certain government and law enforcement services are not defined as a public nuisance. The recommended ordinance as follows:

Section 1. Title And Purpose. The title of this ordinance shall be "*An ordinance to amend Ord. No. 2009-04 and Code § 52-26 PUBLIC NUISANCE DEFINED AND PROHIBITED"* to clarify that persons requesting certain government services are not defined as a public nuisance. Further, the purpose of this ordinance is for the health, safety, and welfare of citizens within City of Charlotte.

Section 2. Amendments To City Code. Amendments shall be hereby as follows in bold [italics]:

§ 52-26 PUBLIC NUISANCE DEFINED AND PROHIBITED.

(A) A *PUBLIC NUISANCE* is defined as follows:

(1) Any unreasonable interference with a common right enjoyed by the general public. It includes conduct:

(a) Which significantly interferes with the safety, health, comfort, peace, convenience or repose of the public;

(b) Offends public decency;

(c) Significantly interferes with, obstructs or renders dangerous any street, highway, navigable lake or stream; or

(d) In any way renders the public insecure in life or property;

(e) Which is known, or should have been known, to be of a continuing nature that produces a permanent or long-lasting, significant effect on these common rights;

(2) Public nuisances shall include, but not be limited to, whatever is forbidden by any provision of this article, or where nuisance is referenced in Chapters 10, 18, 58, 68 and 82.

(B) No person shall commit, create or maintain any public nuisance.

(C) ***A public nuisance is not defined as persons, tenants, residents, or occupants requesting law enforcement services believed to be victims of crime, or otherwise not at fault for criminal activity.***

Discussion:

This Firm has been working with City officials to update City ordinances and relevant code sections. In recent times, municipal ordinances have been under scrutiny for application and enforcement of nuisance ordinances against persons requesting law enforcement services that may be victims of crime, or otherwise not at fault for criminal activity.

Accordingly, an ordinance to amend the City's ordinance and Code § 52-26 (cited above) should be adopted and enacted to clarify that persons requesting certain government and law enforcement services are not defined as a public nuisance, so that Code § 52-26 is not use nor applied against landlords, tenants, residents, and occupants of housing who have sought law enforcement or emergency assistance on their own behalf or on behalf of other persons, as well as persons believed to be victims of or otherwise not at fault for criminal activity. A copy of the proposed ordinance is enclosed.

Recommendation:

Discuss and set a public hearing for the adoption and enactment of an amending ordinance to amend Code § 52-26.

Respectfully,

/S/ DMR

_____

David M. Revore
City Attorney

Encls. Amend. Ord.

C: Robert Hillard, City Mgr.
Mary LaRocque, Clerk

Introduced: November 25, 2024
Adopted:
Effective:

CITY OF CHARLOTTE

EATON COUNTY, MICHIGAN

ORDINANCE NO. 2024-02

AN ORDINANCE TO AMEND CITY CODE SECTION § 52-26 "PUBLIC NUISANCE DEFINED AND PROHIBITED" TO CLARIFY THAT PERSONS REQUESTING CERTAIN GOVERNMENT SERVICES ARE NOT DEFINED AS A PUBLIC NUISANCE, AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

Councilmember _____ moved the following:

THE CITY OF CHARLOTTE ORDAINS:

Section 1. Title And Purpose. The title of this ordinance shall be "*An ordinance to amend Ord. No. 2009-04 and Code § 52-26 PUBLIC NUISANCE DEFINED AND PROHIBITED"* to clarify that persons requesting certain government services are not defined as a public nuisance. Further, the purpose of this ordinance is for the health, safety, and welfare of citizens within City of Charlotte.

Section 2. Amendments To City Code. Amendments shall be and hereby as follows in bold:

§ 52-26 PUBLIC NUISANCE DEFINED AND PROHIBITED.

(A) A *PUBLIC NUISANCE* is defined as follows:

(1) Any unreasonable interference with a common right enjoyed by the general public. It includes conduct:

(a) Which significantly interferes with the safety, health, comfort, peace, convenience or repose of the public;

(b) Offends public decency;

(c) Significantly interferes with, obstructs or renders dangerous any street, highway, navigable lake or stream; or

(d) In any way renders the public insecure in life or property;

(e) Which is known, or should have been known, to be of a continuing nature that produces a permanent or long-lasting, significant effect on these common rights;

(2) Public nuisances shall include, but not be limited to, whatever is forbidden by any provision of this article, or where nuisance is referenced in Chapters 10, 18, 58, 68 and 82.

(B) No person shall commit, create or maintain any public nuisance.

(C) A public nuisance is not defined as persons, tenants, residents, or occupants requesting law enforcement services believed to be victims of crime, or otherwise not at fault for criminal activity.

Section 3. **Savings Clause.** All proceedings pending and all rights and liabilities existing or incurred at the time this amendatory Ordinance takes effect are saved and may be consummated according to the law enforced when they were commenced. This amendatory Ordinance shall not be construed to affect any prosecution pending or initiated before the effective date of this amendatory Ordinance for an offense committed before that date.

Section 4. **Conflicting Ordinances Repealed.** Except as to prosecution and legal actions pending and saved pursuant to Section 3 above, any City Ordinances or parts of Ordinances in conflict with or inconsistent with any of the provisions of this Ordinance are repealed.

Section 5. **Severability.** The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

Section 6. **Section Headings.** The section headings used in this ordinance are for convenience only and are not a part of this ordinance.

Section 7. **Effective Date.** This ordinance shall take effect seven days after it has been adopted by the City Council.

Introduced by the Charlotte City Council this 25th day of November, 2024.

Motion by

Second by

Ayes:

Nays:

Absent:

Adopted by the _____ City Council this _____ day of _____, _____.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

_____

Timothy Lewis, Mayor

I, Mary LaRocque, City Clerk, certify this is Ordinance No. 2024-__ adopted by the Charlotte City Council at a meeting held on the _____ day of December, 2024, a meeting held according to the Open Meetings Act, Public Act No. 267 of 1976, as amended. I further certify Ordinance No. 2024-__ was published in the _____, a newspaper of general circulation in the City of _____, the _____ day of _____, _____, subsequent to its adoption.

_____

Mary LaRocque, City Clerk

Introduced: November 25, 2024

Public Hearing:

Adopted:

Published:

Effective:

Memo
To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 22, 2024
Re: Finance Director Appointment Memo - Christina Horton

Background
A vacancy currently exists in the position of Finance Director/Treasurer, a critical role for ensuring the effective and efficient financial management of the City of Charlotte. Under the City Charter, the Treasurer is an appointed officer of the City, and the duties and responsibilities of this position are consolidated under the title of Finance Director/Treasurer as outlined in City Ordinances. The City Charter requires the City Council to confirm the appointment of City officers, including the Finance Director/Treasurer, as made by the City Manager.

After a thorough review of qualifications, experience, and suitability, I am recommending Christina Horton for the role of Finance Director/Treasurer. Ms. Horton possesses the necessary skills and expertise to fulfill the responsibilities of the position effectively. She has been with the County of Fulton, Indiana, County Auditors Office since 2014. Since 2017, she has been the County Auditor. Her responsibilities included directing accounts payable/accounts receivable, served as a trusted financial advisor to the County Council, prepared and monitored County budgets, and efficiently managed strategic distribution of tax collections to diverse taxing units. Also, she served as the Clerk to the County Board of Commissioners, ensuring compliance with State Statutes, issuing legal notices, drafting resolutions and ordinances, managing insurance programs, and coordinating open enrollment. Further, Ms. Horton successfully implemented a time-keeping system, administered insurance programs, issued W2s, 1099s, and 1095-Cs, verified payroll records, and scheduled departmental training on HR concepts and other relevant topics. In celebration of her experiences and successes, she was awarded the “Outstanding County Auditor of the Year” by the Association of Indiana Counties in 2023. I am pleased to seek City Council confirmation of Christina Horton as the next Finance Director/Treasurer for the City of Charlotte, Michigan.

Financial Impact
The new Finance Director salary is $100,000, with three weeks vacation, and regular benefits as provided to all City employees.

Recommendation
Authorize the resolution confirming the appointment of Christina Horton as the next Finance Director/Treasurer for the City of Charlotte, Michigan.

CITY OF CHARLOTTE
RESOLUTION NO. 2024-42

A RESOLUTION TO CONFIRM THE APPOINTMENT OF CHRISTINA HORTON AS FINANCE DIRECTOR/TREASURER

WHEREAS, a vacancy currently exists in the position of Finance Director/Treasurer, a critical role for ensuring the effective and efficient financial management of the City of Charlotte; and

WHEREAS, under the City Charter, the Treasurer is an appointed officer of the City, and the duties and responsibilities of this position are consolidated under the title of Finance Director/Treasurer as outlined in the City Ordinance; and

WHEREAS, City Manager Hillard has thoroughly reviewed the qualifications, experience, and suitability of Christina Horton for the role of Finance Director/Treasurer, and has determined that Christina Horton possesses the necessary skills and expertise to fulfill the responsibilities of the position effectively; and

WHEREAS, the City Charter requires the City Council to confirm the appointment of city officers, including the Finance Director/Treasurer, as made by the City Manager;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte that the appointment of Christina Horton as Finance Director/Treasurer by City Manager Hillard is hereby confirmed

The foregoing resolution was presented by and supported by for approval. Carried; Yea ; Nay ; Absent

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on November 25, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
Mary LaRocque, City Clerk

THE CITY OF
CHARLOTTE
MICHIGAN

Memo
To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 22, 2024
Re: Street Light Installation - 800 W. Lawrence Avenue - Consumers Energy

Background
The City received two contacts concerning the lack of a street light in front of Alive on W. Lawrence Avenue.. As a result, I asked Consumers to provide a proposal to install a street light. The cost of the street is below spending limits of the City Manager, however, Consumers Energy requirements provide for an amendment to the Street Lighting contract, and the approval by the City Council.

Financial Impact
The design engineering for the street light is $100.00. However, ongoing cost is $11.17/month for the 40W LED streetlight, subject to change periodically per the rates & regulations set forth by the MPSC.

Recommendation
Authorize the approval of the resolution with Consumers for the adding of one street light at 800 W. Lawrence Avenue.

Consumers Energy
Count on Us
A CMS Energy Company

CEM Support Center
Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

November 13, 2024

NOTIFICATION #:
1071903652

CITY OF CHARLOTTE
111 E LAWRENCE AVE
CHARLOTTE, MI 48813-1573

REFERENCE: 800 W LAWRENCE AVE, CHARLOTTE

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:		
Winter Construction Costs:	$	-
Installation Charge:	$	100.00
Additional Costs		
Total Estimated Cost:	**$**	**100.00**
Less Prepayment Received:	$	-
Total Estimated Cost Due:	**$**	**100.00**

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Tanya Gilroy at 616-251-0574 .

Consumers Energy
Count on Us®

A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have deleloped the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

1)	Service Location:	A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
2)	Meter Socket:	Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
3)	Payment:	An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
4)	Site Conditions:	The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
5)	Staking:	To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
6)	Mobile Home or Temporary Service:	If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
7)	Construction Repair:	If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
8)	**ELECTRICAL INSPECTION:**	**YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
9)	Additional Charges:	Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
10)	Joint Trenching:	Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
11)	Usage Rate:	Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Tanya Gilroy at **616-251-0574**

Customer Site Readiness Photo Instructions
Electric Overhead and Underground Service

Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed ***GO-READY* Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: mailto:poboxservicerequest@cmsenergy.com or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.

Requirements for Site Readiness

For electric metering requirements, refer to Electric Service and Metering Information and Requirements, Section 10-12.

New Business Electric Service

- Meter socket inspection and approval is required. Acceptable approval methods are a sticker on the meter socket, or an email or verbal approval from your inspector.
- Electrical metering equipment shall not be adjacent to gas pipes or closer than 3 feet to a gas meter and/or fuel source.
- If there are multiple meters, the meter sockets must be labeled with the address or unit number using address stickers or Consumers Energy aluminum meter tags.
- Site must be (at a minimum) to rough grade. Meter must be installed 3 feet 6 inches to 5 feet above final grade.
- Permanent services must be installed securely on the residence and temporary power will be removed.
- The customer shall furnish suitable support for CE service drop attachment and in no case will CE be responsible for the damage to any building or structure to which a service drop attachment is made.
- Meter location must maintain 5 feet of horizontal and 3 feet of vertical clearance to decks, fire escapes, or other similar installations.
- Meter and mast location must maintain 3 feet of clearance to windows in any direction for overhead electric service.
- Meter base is to be securely installed at a Consumers Energy approved location on the customer's premise.
- A 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customers' switchboards, cubicles, or metal frames without obtaining the Company's approval.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.

approval.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.

- The service equipment must be readily accessible and shall not be located in areas where the only entrance is through a trapdoor, by ladder, or in any location difficult to enter in an emergency, nor in wet, dirty, or cramped areas.
- The customer shall install the metering equipment and pedestal to meet the minimum clearance requirements below unless Consumers Energy requires a greater clearance.
  - 3 feet minimum around the metering pedestal.
  - 5 feet minimum in front of the metering equipment.
- Private utilities must be marked.

Electric Meter/Service Relocate

Follow the requirements for New Business.

- Meter will not be installed in a new location unless the customer's meter socket is visible in submitted photos. Otherwise, if the Project Coordinator releases the work to be completed by our distribution crews, then only the new service line will be installed.
  - The customer will be without a meter and electric supply to their property until the customer's meter socket is installed and the Project Coordinator is notified of the installation.
- If the meter is not being relocated or coordination is for the same day, communication to be facilitated with Project Coordinator.

Electric Meter Upgrade

- Meter location to show current meter/meter bracket.
- Photo must be taken at least 5 feet back to show a clear view of the meter location from ground to meter or overhead service to meter depending on the type of service installed at said location.
- If the service wire needs to be upgraded, a 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.

Electric Meter Set

Follow the requirements for Meter Upgrade.

- The customer must inform Consumers Energy specifically which meter(s) need(s) to be set for the initial request.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customer's switchboards, cubicles, or metal frames without obtaining the Company's approval.
    - All newly constructed private families (i.e., single-family homes) and multifamily (i.e. apartments) shall have separately metered households.
    - Multiple meters, the meter socket must be labeled with the address or unit number.
    - The meter bank area is clear of debris.

Retire/Renew Electric Service

Follow the requirements for New Business.

- The meter area and service path must be clear of debris to retire the service. Crews must be able to access the service/meter.

Temporary Electric Service

Follow the requirements for New Business.

- See requirements in Electric Service and Metering Information and Requirements, Section 10-4-3, Temporary Service.

Photo Instructions – Electric

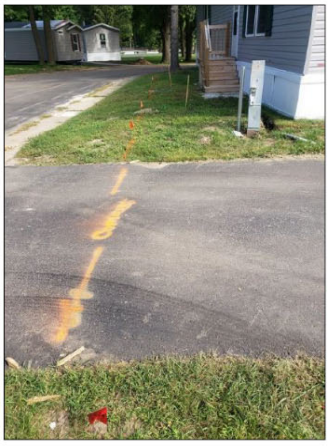
Site readiness photo submission is a regulatory requirement.



Rough grade.



Clear pathway from meter location to street.



Private utilities marked or flagged.



Meter location marked.



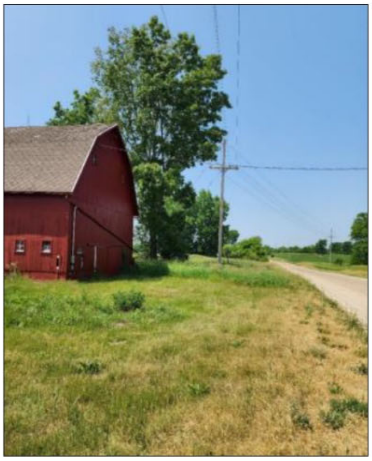
Meter installed 3 feet 6 inches to 5 feet above final grade.



Multiple meter labelling. Meters must be labelled with address or unit number.



Approved overhead service, meter set only.



Approved overhead permanent service and clear path.



Approved overhead temporary service and a clear path.



Meter socket inspection sticker.

Consumers Energy
Count on Us®

A CMS Energy Company

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: *POBoxCEServiceRequest@cmsenergy.com*	
☐	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
☑	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
☐	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
☑	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: street_lighting@cmsenergy.com
☐	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
☐	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
☐	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
☐	OTHER:

ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1071903652

Consumers Energy
Count on Us®

Amount Due:	$100.00
Please pay by:	November 27, 2024

CITY OF CHARLOTTE
111 E LAWRENCE AVE
CHARLOTTE MI 48813-1573

Invoice Number	9327767915
PO Number	
PO Date	
Bill Date	11/13/24

Account: 3000 2308 1528

800 W LAWRENCE AVE CHARLOTTE - STREETLIGHTING - NOTIFICATION NUMBER (s): 1071903652 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	$100.00	$100.00

TOTAL DUE: $100.00

See Page 2 for Payment Options.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Tanya Gilroy -616-251-0574 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.

Consumers Energy
Count on Us®

Account: 3000 2308 1528

Amount Due:	$100.00
Please pay by:	November 27, 2024
Enclosed:	

CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

6 330036804246 000000100008 0000 2056 4 3000230815 28 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com

Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593

Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order

Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order

Varies by authorized payment location

Fee may apply

Form 547 11-2014

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT(COMPANY-OWNED) FORM 547

Contract Number: 103034335465
Consumers Energy Company is authorized as of _____ by the City of CHARLOTTE, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of CHARLOTTE, dated 10/23/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/23/2018 shall remain in full force and effect.

Notification Number(s): 1071903652

Comments:

City of CHARLOTTE

By: _____

(Signature)

_____

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

Form 547 11-2014

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of CHARLOTTE, dated 10/23/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF EATON

I, _____, clerk of the City of CHARLOTTE do hereby certify that the foregoing resolution was duly adopted by the

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

_____

Dated:

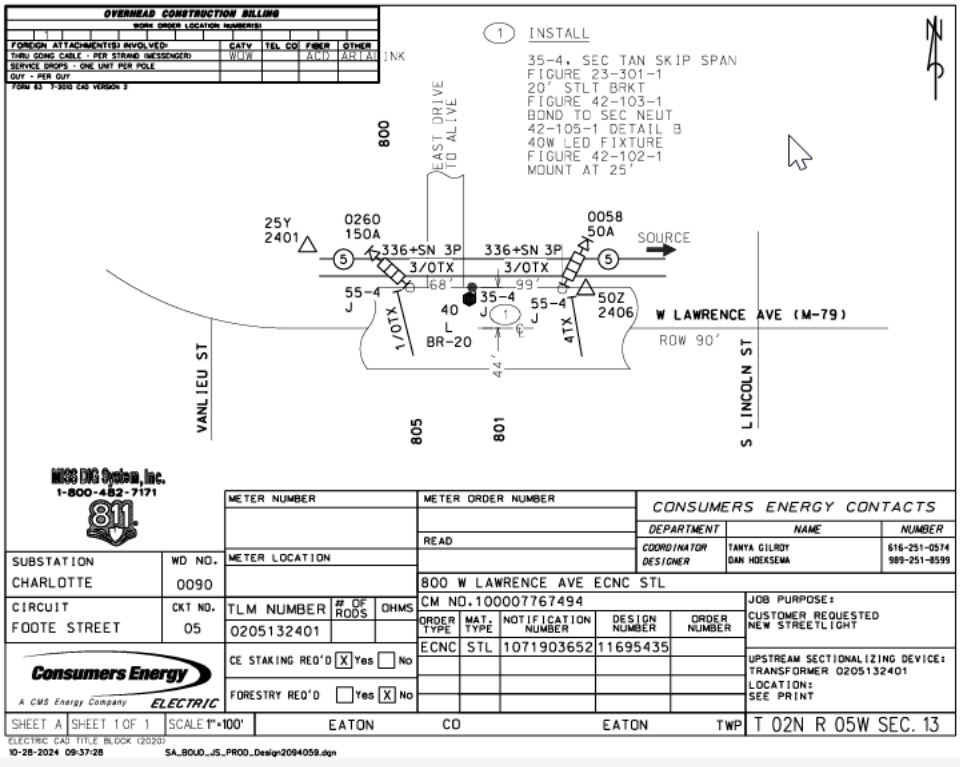
_____

Municipal Customer Type: City

Form 547 11-2014

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 40 watt LED White Cobrahead NA to Install at location 800 W LAWRENCE AVE;

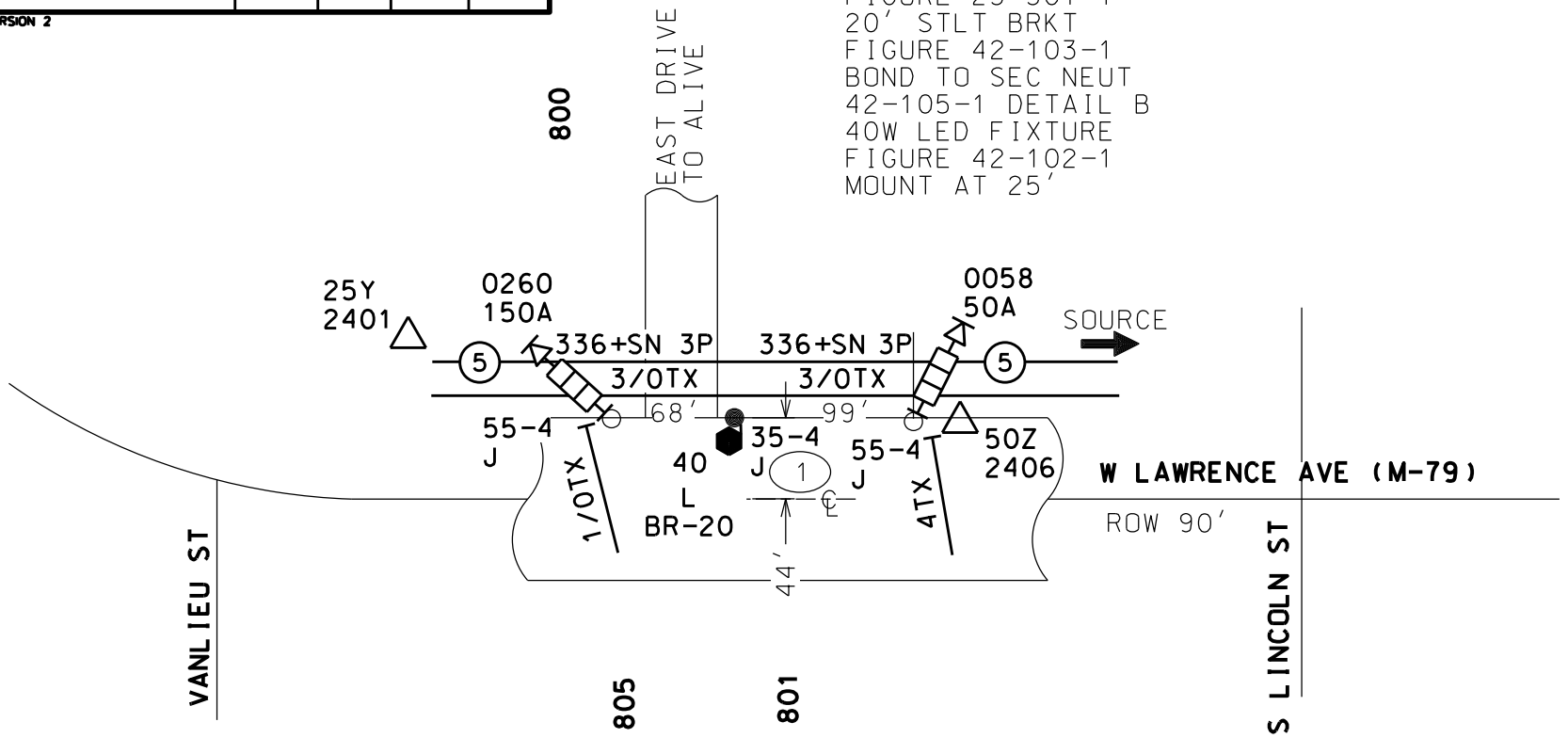


OVERHEAD CONSTRUCTION BILLING				
WORK ORDER LOCATION NUMBER(S)				
1				
FOREIGN ATTACHMENT(S) INVOLVED:	CATV	TEL CO	FIBER	OTHER
THRU GOING CABLE - PER STRAND (MESSENGER)	WOW		ACD	ARIAL INK
SERVICE DROPS - ONE UNIT PER POLE				
GUY - PER GUY				

FORM 63 7-2010 CAD VERSION 2

(1) INSTALL

35-4, SEC TAN SKIP SPAN
FIGURE 23-301-1
20' STLT BRKT
FIGURE 42-103-1
BOND TO SEC NEUT
42-105-1 DETAIL B
40W LED FIXTURE
FIGURE 42-102-1
MOUNT AT 25'



MISS DIG System, Inc.
1-800-482-7171
811

METER NUMBER	METER ORDER NUMBER
METER LOCATION	READ

CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	TANYA GILROY	616-251-0574
DESIGNER	DAN HOEKSEMA	989-251-8599

SUBSTATION	WD NO.
CHARLOTTE	0090
CIRCUIT	CKT NO.
FOOTE STREET	05

TLM NUMBER	# OF RODS	OHMS
0205132401		

800 W LAWRENCE AVE ECNC STL

CM NO.100007767494

ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
ECNC	STL	1071903652	11695435	

JOB PURPOSE:
CUSTOMER REQUESTED NEW STREETLIGHT

UPSTREAM SECTIONALIZING DEVICE:
TRANSFORMER 0205132401
LOCATION:
SEE PRINT

Consumers Energy
A CMS Energy Company
ELECTRIC

CE STAKING REQ'D [X] Yes [ ] No

FORESTRY REQ'D [ ] Yes [X] No

SHEET A	SHEET 1 OF 1	SCALE 1"=100'	EATON CO	EATON TWP	T 02N R 05W SEC. 13

ELECTRIC CAD TITLE BLOCK (2020)
10-28-2024 09:37:28 SA_BOUD_JS_PROD_Design2094059.dgn

Form 547 11-2014

CITY OF CHARLOTTE
Resolution 2024-43

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of CHARLOTTE, dated 10/23/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF EATON

I, _____, clerk of the City of CHARLOTTE do hereby certify that the foregoing resolution was duly adopted by the

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

_____

Dated:

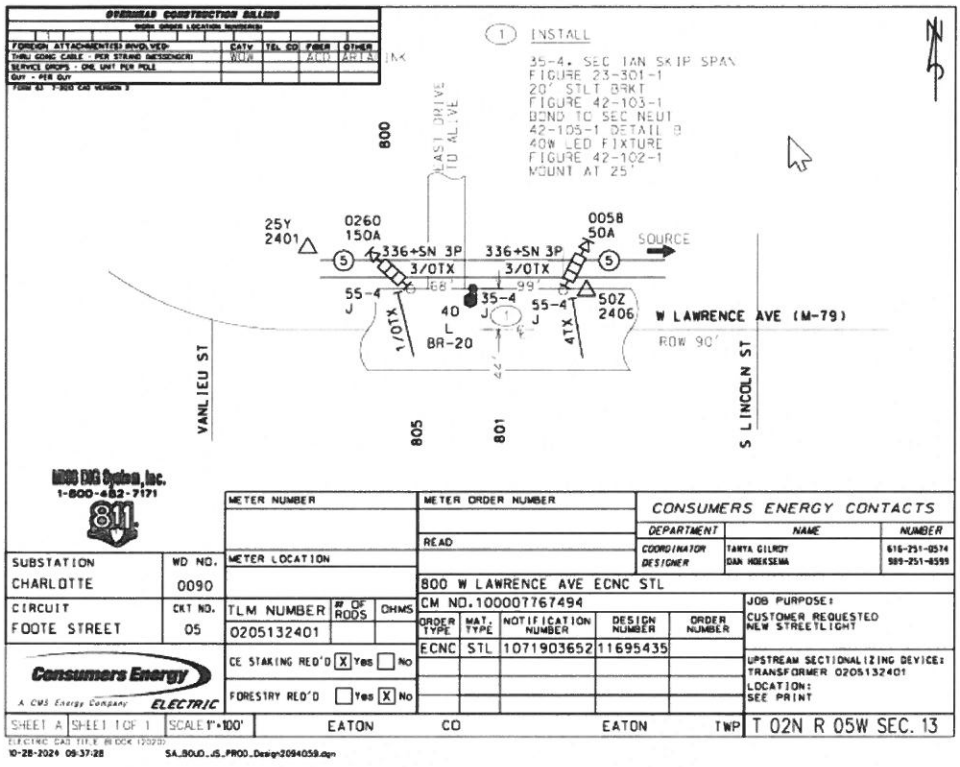
_____

Municipal Customer Type: City

Form 547 11-2014

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 40 watt LED White Cobrahead NA to Install at location 800 W LAWRENCE AVE;



Form 547 11-2014

Consumers Energy
Count on Us

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT(COMPANY-OWNED) FORM 547

Contract Number: 103034335465
Consumers Energy Company is authorized as of _____ by the City of CHARLOTTE, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of CHARLOTTE, dated 10/23/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/23/2018 shall remain in full force and effect.

Notification Number(s): 1071903652

Comments:

City of CHARLOTTE

By: _____

(Signature)

_____

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

THE CITY OF
CHARLOTTE
MICHIGAN

Memo
To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 22, 2024
Re: IT Managed Services - MicroTech Services

Background
The City is completing the six month contract for IT Managed services at the end of January 2025. In anticipation of this, a sealed bid process was conducted. We received four bids for IT Services, and as a result, I am recommending the City Council authorize a contract with MicroTech Services. They presented the low bid of $58,164 annually, with an hourly rate of $100.00 for on-site visits. The contract will reflect a one year term.

Financial Impact
The financial impact of the proposal would be $58,164 annually, which does not include on-site visits at an hourly rate of $100.00. The anticipated estimated cost for services is $70,164 annually, based on time needed by the City of Charlotte.

Recommendation
Authorize the purchase of services from MicroTech Services, Inc. for IT Managed Services as presented.

MICROTECH SERVICES, INC
2450 Delhi Commerce Dr * Suite 13 * Holt, MI 48842
Tel. (517) 699-2065 * Fax (517) 699-2539 * Tel. (800) 246-0048
Visit us on the web! www.mtsweb.net. Follow us: MicroTech

Date: September 27, 2024

This is in response to your request for bid for a Managed Service Provider for the City of Charlotte.

My name is Kelly Olson and I am the Owner and President of MicroTech Services, Inc. an IT company based out of Holt Michigan. I currently have over 30 years of computer and technology experience and would welcome the opportunity to provide service to your organization.

Managed Services is a broad term for a variety of IT services. We offer several options based on our client's needs, budget, and risk factors. I will describe what we have done for other townships of similar size and populations.

Our experience with a similar sized township is Northfield Township (Mark Lloyd – Township Manager). They have approx. 55 stations spread across 4 major departments - Admin, police and fire being the main. I am listed as the LASO for the Police Department and

Northfield has been under my administration for almost 15 years in some sort of manner. Either Break/fix or managed services. Currently, their service includes. Workstation (55) and Server Management (3) .

There current Agreement is similar to:

Workstations $23/ month.

Includes. 24/7 Monitoring. Windows Patches, 3rd Party Patching, Next Generation Anti Virus. Remote Support and Workstation Related Maintenance Issues at no Charge. Daily Security Scans.

Server $150/month

Includes. 24/7 Monitoring. Windows Patches, 3rd Party Patching, Next Generation Anti Virus.. Remote Support and Server Maintenance Issues at no Charge.. Daily Security Scans, and Nightly Cloud based and local backups.

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As our emphasis is high on security other security Measures are in place beyond strictly workstation and server monitoring.

Spam Filters stop the junk and lets the good email through. Messages containing offensive, harmful, or policy violating content are held for user review, while good messages continue on their way. CloudFilter helps keeps users safe and gives you confidence that your email infrastructure is shielded from harm.

Managed Firewall services are in place monitoring and filtering traffic.

Enterprise-grade Continuous Threat Exposure Management (CTEM) platform, shedding light on the shadows of cybersecurity. We go beyond, fortifying global IT infrastructure, providing unparalleled visibility and control, helping you navigate security challenges with trust. See in the dark confidently, at a fraction of the cost and time compared to alternatives.

I have enclosed a price sheet for most of our popular workstation services. I hope this information is enough to provide you with the confidence the MictoTech Servcies.inc. is worth investigating further. .

Again, I apoligisze for the quick Bid.

Kelly Olson

President

MicroTech Servcies. Inc.

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Price Schedule 2025

Base Workstation Monitoring		
Non-Managed In Store	****Managed Station**	**Non-Managed On-Site**
On- Site & Remote Rates $100.00/hr	24x7 Station Monitoring, Automated Windows and 3rd Party Updates, Free Remote & In House Service, On-Site $100.00/hr ($17.00)	On-Site and Remote $140.00/hr

Security Option*		
S1. Anti-Virus ($3.00)	** S2. NextGen Anti-Virus Option A plus: ($5.00)	S3. Unified Detection & Response Option B plus: ($10.00)
*Traditional malicious file detection after files have reached the machine.	*Roll Based Access *Endpoint Protection Platform (EPP) *Advanced EPP Controls (Device and Firewall, Remote Shell)	*Streamline cybersecurity with an AI-platform to secure identities, endpoints, email, and cloud. *Available Cyber Insurance

Email – Microsoft Office 365		
M1. Microsoft 365 Exchange & Spam Filter ($5.00)	M2. Microsoft 365 Standard & Spam Filter ($13.25)	M3. Microsoft 365 Apps ($8.75)
*Microsoft Cloud-Based Email matched with MTS's Enhanced Spam Filter	*Word, Excel, PowerPoint, Outlook, OneDrive, Teams, SharePoint, Exchange with MTS's Enhanced Spam Filter	*Word, Excel, PowerPoint, Outlook, OneDrive with MTS's Enhanced Spam Filter

Backup Cloud Based*		
** B1. Cloud Backup Documents Only ($2.25)	B2.Cloud Backup Workstation ($15.00)	** B3. Cloud Backup Exchange Email ($2.25)
*Backup workstation documents not including databases such as local QuickBooks, or other databases	*Backup workstation files including databases such as local QuickBooks, or other databases	*Backup of Cloud-based Microsoft Exchange Email account and folders.

VoIP Phone Service $29.95 / $39.95***	Managed Remote ($5.00)	LastPass Password Manager	Website Hosting $12.00
Unlimited Calling, HD Voice, Mobile & Desktop Apps, Adv PBX Features ***Voicemail Transcription, Unlimited Conferencing, Business SMS, Integrations w/ Microsoft	Splashtop Managed Remote Access		WordPress / HTML, Control Panel, SSL Certificates, 10GB Disk Space, 10GB Bandwidth,

1. **Pick Monitoring Level**
2. **Pick Security Option**
3. **Pick Optional Solutions**

*All prices are based on managed stations /month
**MicroTech minimum recommendations

MicroTech Services, Inc.
2450 Delhi Commerce Drive • Suite 13 • Holt, Michigan 48842
Tel. (517) 699-2065 • Fax (517) 699-2539 • Tel. (800) 246-0048

ONE YEAR PRIORITY ON-SITE "FLEX" CONTRACTS 2023-24

CHECK OPTION	TOTAL HOURS	EFFECTIVE HOURLY RATE	TOTAL COST	TOTAL SAVINGS (BASED ON $110.00/HR REGULAR RATE)
❍	15 hr.	$ 99/HR	$ 1,485.00	$ 165.00
❍	30 hr.	$ 97/HR	$ 2,910.00	$ 390.00
❍	*60 hr.	$ 94/HR	$ 5,640.00	$ 960.00
❍	*100 hr.	$ 90/HR	$ 9,000.00	$ 2,000.00
❍	*120 hr.	$ 85/HR	$ 10,200.00	$ 3,000.00

GENERAL TERMS AND CONDITIONS:

MicroTech Services shall provide the Client labor at the rate of the above selected hours for a period of one (1) year from the date of this contract or when hours are used up, whichever comes first.

MicroTech Services shall not be liable for any damages caused by events beyond our control, including but not limited to any delay in delivery of parts. Customer is responsible for the price of any parts or shipping costs needed to repair hardware or upgrades/updates to the software applications.

MicroTech Services reserves the right to use a subcontractor for services if it is deemed appropriate or necessary by MicroTech Services.

Client agrees to pay MicroTech Services the total amount of the contract under 60* hours at the start of the contract. *Contracts for 60-hours and above have the option of making 12 monthly payments with first and last months' amount due at signing.

Should there be hours remaining at the end of the 12 month contract, they may be carried over only in the event that the client renews the contract with an equivalent or larger contract within thirty (30) days of the expiration of the original contract. If the contract is renewed with a lesser contract, one-half of the remaining hours are eligible to be carried over. If the contract is not renewed, any remaining hours are forfeited.

1. Onsite calls will be deducted based on 15-minute increments on site and one-way travel to location (min. of one hour per call).
1. Telephone support is deducted from the Flex Contract in 15-minute increments (minimum of 15 minutes).
2. Weekend and after-hour hours will be billed at 1-1/2 flex contract hours as a premium charge.

This contract has been read, understood and agreed to by:

Firm: _____ **MicroTech Services, Inc.**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

This price estimate is prepared for

City of Charlotte

Prepared for	**Prepared by**
Rob Hillard City of Charlotte	Kelly Olson MicroTech Servcies kolson@mtsweb.net

Introduction

Welcome to MicroTech Services, Inc, where innovation meets expertise. For over 30 years, we've proudly served businesses, big and small, with cutting-edge IT solutions tailored to their unique needs.

Objective of this Proposal:

The primary goal of this proposal is to provide the City of Charlotte with an in-depth understanding of the IT services we offer, ensuring a transparent and collaborative partnership aimed at driving success.

Executive Summary

At MicroTech Services, we pride ourselves on understanding the unique challenges businesses face in today's digital age. Having reviewed the requirements and needs of the City of Charlotte, we have crafted this proposal to address the specific IT concerns you've outlined.

Client's Problem:

- Concerns over security
- Maintaining current infrastructure
- End user support
- Fear of ransomware

Proposed Solution:

MicroTech Services has an IT support delivery model that our team employs, allowing businesses to have the baseline IT services they need to preserve operational efficiency and mitigate risk.

Key Benefits:

- Get easy access to IT support technicians through ticketing system
- Robust security measures to protect sensitive data and assets
- Scalable solutions that can grow as needed for your organization
- Knowledgeable Technicians, familiar with township software

Scope of Work

In our commitment to delivering top-notch IT services tailored to City of Charlotte’s needs, we've detailed the scope of our proposed engagement below:

Services to be Provided:

- Service 1: Workstation Patching and Monitoring – ensuring timely installation of Microsoft Windows and third patches.
- Remote support services and configurations of infrastructure equipment

- Service 2: Security evaluation meeting Microsoft Baseline recommendations for standard security practices. Quarterly reports of Initial security posture and follow-ups.
- Monitoring and maintenance of Critical Infrastructure Hardware, including VPNs, Firewalls, Switches, workstations and connectivity to Printers
- Service 3: Backups for critical systems to off-site US-based data storage. Monitored by MicroTech Services for proper and regular backups.

Excluded but available under Time and Materials:

- On-Site Services Requiring a technician On-site
- Physical Printer or Computer Repair
- Replacement of Hardware
- Installation of New Software (Excluding Patches)
- Repair or diagnose of Systems outside of those stated in “Services to be Provided”

Milestones:

- Milestone 1: Initial Agent Installations, Patch and Security Evaluations. Document equipment and credentials for access. Estimated Completion Date (14-21 Days of Agreement)
- Milestone 2: Install- Replace Existing AV with Managed and Monitored Solutions Estimated Completion Date (15-30 Days of Agreement)
- Milestone 3: Schedule Windows and 3rd Party Updates (30 Days of Agreement)
- Milestone 4: Follow-Up meeting to review the current Security Posture (30 Days of Agreement)

Timeline:

- Start Date: December 1, 2024
- End Date: December 1, 2025

Technical Specifications

Ensuring the City of Charlotte’s technological framework is robust and forward-facing is a priority. This section details the technical aspects of our proposed solutions:

Technologies and Methodologies to be Used:

Software Solutions:

- UDR, Unified Detection & Response, Product to monitor Endpoint Security, Security Awareness, Cloud Posture, Cloud Data, and Spam Filtering
- XDR , Extended Detection and Response, integrates endpoint devices, network traffic, cloud infrastructure, and applications into a unified security approach.
- CTEM (Continuous Threat Exposure Management) to evaluate security threats) from configuration, software and patch issues
- Ticketing System for issue submission.
- User Portal for administrative review of tickets, estimates & documents.

Hardware Components:

- HP Server for Application hosting, file, and print services
- Misc HP & Brother Printers for POS and Fax Functions
- Firewalls for VPN

Pricing

Understanding the financial aspect of our proposed IT solutions is essential. Below is a comprehensive breakdown of costs associated with our services for AC&E Rentals

Breakdown of Recommended Program Costs:

Service/Item Description (monthly)	Qty	Unit Price	Monthly	Yearly Total
Patch Mgt Workstation	70	$19	$1330.00	$15,960.00
Patch Mgt Server	10	$75	$ 750.00	$ 9,000.00
Patch - Virtual	13	$ 19	$247.00	$2,964.00
Security Solution Workstation	70	$10	$ 700.00	$ 8,400.00
Security Solution Sever	10	$20	$ 200.00	$ 2,400.00
Security Solution Virtual	13	$20	$ 260.00	$ 3,120.00
Backup Solution Server 4-Phys, 13 Virt	17	$80	$ 1360.00	$ 16,320.00
			$ 4847.00	**$ 58,164.00**
Yearly or When Used - Flex				
Hourly Rate for On-Site 120hrs	120	$100		$ 12,000.00
				$ 70,164.00

Services are billed monthly on the first of the month.

Prices for products may be subject to state sales tax. Prices are based upon recommended solutions and are subject to change based on products purchased.

Additional Special Projects will be billed at an hourly rate of $100/ hr. or the rate defined by our current Flex Contract (included).

Client Referrals:

At MicroTech Services, we believe our work speaks for itself. But don't take our word for it.

Northfield Township

- Mark Lloyd, (Township Manager) (734) 449-2880
- LT, Marty Smith, (Police Dept Head) (734) 449-9911

Terms and Conditions

Service Agreement: All services listed in the "Scope of Work" will be rendered as described. Any additional services or changes will require a new or amended agreement.

Payments: All payments should be made according to the payment schedule provided in the "Pricing" section. Late payments may be subject to interest or penalties.

Confidentiality: Both parties agree to maintain the confidentiality of all proprietary information shared during the course of this project.

Liability: MicroTech Services, Inc will not be liable for any indirect, incidental, or consequential damages, including lost profits or data, arising out of or relating to the services provided.

Termination: Either party may terminate the agreement with 30 notice.
With the Exceptions of software or hardware agreed upon with a longer contract. (ie. Microsoft 1 yr,)

Warranties: MicroTech Services, Inc warrants that services will be performed with reasonable care and skill.

Force Majeure: Neither party will be responsible for delays or failure in performance resulting from acts beyond their control, such as natural disasters, wars, or other unforeseen events.

Acceptance

To signify agreement with the terms, scope, and pricing of this IT Services Proposal, please review and sign below:

Acknowledgment:

By signing this proposal, City of Charlotte agrees to the outlined scope of work, pricing, and terms and conditions. This document, upon both parties' signatures, will act as a binding agreement between MicroTech Services and City of Charlotte.

Signatures

For the purpose of establishing a formal agreement based on the content of this proposal, both parties are required to sign below:

MicroTech Services	**City of Charlotte**
Signature:_____	Signature:_____

Date:_____ Date:_____

BID TABULATION SHEET

CITY OF CHARLOTTE

PROJECT NAME:	IT Managed Services Provider
PROJECT NO:	
BID ISSUES DATE:	9/24/2024
BID OPENING DATE/TIME:	10/22/2024 4:00 p.m.

NAME/ADDRESS OF BIDDER	TOTAL BID AMOUNT	LOWEST
VC3 Bath, Michigan	Onboard one time fee $5,825 Monthly $5,824	
Pottervilla Applied Technology Charlotte, Michigan	Various professional services monthly rate by department	
MTS - Microtech Services, Inc. Holt, Michigan	Various professional services price schedule provided	
Smart IT Pros, Inc. Rockwall, Texas	Various Professional Services Hourly Rate schedule provided	

City of Charlotte, Michigan
Seeking Sealed Bids for an IT Managed Services Provider

The City of Charlotte, Michigan is seeking sealed bids **for an IT Managed Services Provider.** Please submit sealed bids to Mary LaRocque, City Clerk, City of Charlotte, Michigan, 111 E. Lawrence Avenue, by 4:00P on October 22, 2024. The sealed bid shall include the vendor's name, a listing of hourly rates, a sample contract to be requested if selected, three references that the vendor presently services that has a similar organization as the City of Charlotte, and any other relevant information that addresses the scope of services. The City is interested in receiving proposals from qualified information technology firms specializing in comprehensive managed services. The City seeks to maintain the current infrastructure, enhance the current infrastructure, promote resiliency, and ensure a maximum return on its technology-related investments. Ideally, the City has a preference for firms with some familiarity with a municipal environment, however will entertain a company or companies that can supply specific needs in the requested IT areas. Such providers should be able to provide responsive, high-quality services at a reasonable cost. All vendors are encouraged to contact the City Manager's Office if planning on submitting a sealed bid. If you have any questions, please contact (517) 543-8850. The City of Charlotte, Michigan reserves the right to request clarification on bids if deemed non-comparable. Alternatively, the City Manager may reject all bids and seek new sealed, competitive bids solely at the discretion of the City of Charlotte, Michigan.

Mary LaRocque
City Clerk
111 E. Lawrence Avenue
City of Charlotte, Michigan 48813-9358
mlarocque@charlottemi.org
517-543-8843

THE CITY OF
CHARLOTTE
MICHIGAN

Memo
To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 22, 2024
Re: Airport Parking Lot and Access Road Reconstruction Engineering - Prein and Newhof

Background
The City Council approved Prein and Newhof as the engineer for airport projects identified.in the latest Five-Year Airport Capital Improvement Plan for the Fitch H. Beach Airport. One of these improvements included Parking Lot and Access Road Reconstruction. The funding to complete the engineering services is through a grant program administered through the Michigan Department of Transportation (MDOT) - Aeronautics Division. To access these funds, the City is required to work through the MDOT - Aeronautics Division on developing engineering costs. After review with MDOT - Aeronautics Division, I am recommending approval of the engineering services for engineering services as outlined in the contract attachment with Prein and Newhof in the amount of $26,500.

Financial Impact
The approval of this vendor financially impacts the City slightly because the revenue to complete the tasks is a grant between 95% to 100% through the MDOT - Aeronautics Division.

Recommendation
Approve the contract with Prein and Newhof in the amount of $26,500 for engineering services as outlined for the Parking Lot and Access Road Reconstruction at Fitch H. Beach Airport.

Contract Ver: October 2008 **P&N 224XXXX**
2022 Fed Contract Provisions

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICE

This Contract is made and entered into this date of _____ by and between the Airport Owner, hereinafter referred to as SPONSOR,

City of Charlotte

111 E. Lawrence Avenue

Charlotte, MI 48813

and the Engineer, hereinafter referred to as the CONSULTANT,

Prein & Newhof

3355 Evergreen Drive NE

Grand Rapids, MI 49525

for the following PROJECT:

Location: Fitch H. Beach Airport

Description: Parking Lot and Access Road Reconstruction

(See Attachment D - Sketch for Location of Work Areas.)

WHEREAS, the SPONSOR desires to engage the CONSULTANT to perform professional engineering services for the described project;

WHEREAS, the SPONSOR has caused a review to be made of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereinafter in this Contract;

WHEREAS, the SPONSOR will compensate the CONSULTANT, in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1 – DESCRIPTION OF WORK TO BE DONE

The services to be furnished by the CONSULTANT to the SPONSOR, as set forth in Attachment E, Scope of Work/Services, together with obligations of the SPONSOR or the SPONSOR's Agent (Michigan Department of Transportation (MDOT), Aeronautics and Freight Services Bureau, Airports Division), hereinafter referred to as AERO, will contain certain information and data which will consist of the following described elements. Additional explanations are included in Attachment E.

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

A pre-design conference called by the SPONSOR will be held between the SPONSOR, the CONSULTANT, and any other participating or regulatory governmental agency. This pre-design conference will be held for the express purpose of having the CONSULTANT ascertain from responsible representatives of each group, the SPONSOR and all participating governmental agencies, their individual project requirements affecting the scope of work, budget, design standards, presentation of final plans, and documents. The requirements set forth in this pre-design conference will be confirmed in writing by the CONSULTANT to the SPONSOR, with copies to each participating unit of government.

Element 1.12 - Engineering Survey

The CONSULTANT will determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

Element 1.13 - Detailed Construction Plans and Specifications

Plans and specifications will be certified by the CONSULTANT for compliance with current Federal Aviation Administration (FAA) and AERO requirements in effect at the time the plans and specifications are prepared. The CONSULTANT will prepare and furnish to the SPONSOR and AERO, in paper format, one copy of the final detailed construction plans and specifications for the work described above, presented on drawings (22" x 34") and other necessary documentation (8-1/2" x 11"). This will include but is not limited to; grading, drainage, paving, lighting, turf establishment, structures, construction safety phasing, etc. The documents will set forth, in detail, requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications will comply with the requirements established in the pre-design conference, if applicable, together with the common practice of design and ethical practices of professional engineers. The CONSULTANT will also furnish one set of review plans if requested.

All projects bid through the MDOT letting will also include two electronic files in portable document format (pdf) along with a signed and sealed paper title sheet. The electronic files will be set up to print clearly in scalable 11" x 17" and 22" x 34" plan sheets.

Element 1.14 - Estimate of Probable Construction Cost

The CONSULTANT will prepare and submit to both the SPONSOR and AERO one copy of a detailed estimate of construction costs based upon the detailed plans and specifications prepared under Element 1.13. This statement of probable construction cost prepared by the CONSULTANT represents the CONSULTANT's best judgment as a design professional at the time the estimate is finalized. This estimate will include the estimated amount for CONSULTANT services during construction. It is recognized, however, that neither the CONSULTANT nor the SPONSOR has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the CONSULTANT cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the CONSULTANT.

Element 1.15 - Engineering Report

The CONSULTANT will prepare and furnish to both the SPONSOR and AERO one copy of an engineering report which relates to the SPONSOR and participating governmental agencies the fundamental considerations and concepts used in design of the project. This report will include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards will be included in the engineering report.

Element 1.16 - Users Conference (if required)

The CONSULTANT will prepare for the SPONSOR an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the SPONSOR and the CONSULTANT in a meeting with airport users. The CONSULTANT will furnish one copy of the estimated time schedule to the SPONSOR for printing and disbursement to the users by the SPONSOR. However, it is recognized that neither the CONSULTANT nor the SPONSOR has absolute control over the estimated time schedule presented to any person, group, or organization.

Element 1.17 - Obligations of SPONSOR or AERO to CONSULTANT

When requested by the CONSULTANT, one copy of all existing data applicable to this project and in the possession of the SPONSOR or AERO or any other agency of government will be furnished at no cost to the CONSULTANT. Existing data will include but not be restricted to the following:

1) As-constructed plans.
2) Pavement design data/pavement condition index.
3) Soil borings, analysis, and classification.
4) Drainage design data.
5) Topographic notes and maps.
6) Approach data and zoning maps.
7) Property maps, including fee ownership and easements, and land descriptions.
8) All local, state, federal ordinances, regulations, or laws affecting the project.
9) Aerial photography, prints, topographic maps, etc.

The SPONSOR or AERO will furnish for projects bid by MDOT, at no cost to the CONSULTANT, standard contract documents for bidders, including but not restricted to the following:

1) Notice to contractors (including advertising charges).
2) Instructions to bidders.
3) All federal, state, or local wage rates as applicable to this project.
4) General provisions of the contract.
5) Supplemental provisions of the contract.
6) Special provisions of the contract (except as may be supplemented by the CONSULTANT).
7) Standard construction specifications (except as may be supplemented by the CONSULTANT).
8) Standard supplemental specifications (except as may be supplemented by the CONSULTANT).
9) Standard testing requirements (except as provided by the CONSULTANT).
10) Proposal.
11) Construction contract.
12) Form of performance and lien bond.
13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The SPONSOR or AERO, at no cost to the CONSULTANT, will furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information, and documents furnished by the SPONSOR or AERO will be furnished at the SPONSOR's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings will be attended by the CONSULTANT and the SPONSOR at the location indicated for the purpose of coordination, information, and understanding.

1) Pre-Design Conference as provided under Element 1.11 to be called by the SPONSOR and to be held at the project site.
2) Progress meetings to be determined by the SPONSOR will be held at the office of the SPONSOR and attended by the CONSULTANT to apprise the SPONSOR of progress, to resolve any problems, to answer questions, and for general coordination.
3) Upon completion by the CONSULTANT of final plans, specifications, cost estimates, and engineering report, the CONSULTANT will submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the SPONSOR and participating governmental agencies, a meeting called by the SPONSOR may be held to review final plans with the SPONSOR and participating governmental agencies at the project site.
4) Upon determination of the estimated construction time schedule, a users conference as provided under Element 1.16 is to be called by the SPONSOR, to be held at a location designated by the SPONSOR.
5) Upon advertising the project for bids, the CONSULTANT and the SPONSOR or AERO will hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Any

addendum information necessary will be submitted in a timely manner to the bidding agency by the CONSULTANT. In addition, any bids over the engineers' construction estimate by ten (10) percent or more will be sufficiently justified before proceeding with award or recommended rejected by the CONSULTANT.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

The CONSULTANT will provide sufficient personnel and services necessary to comply with AERO Project Engineers Manual, the latest revision at the time this Contract is awarded.

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the SPONSOR or AERO will be held between the SPONSOR, the FAA (if applicable), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the CONSULTANT. This pre-construction conference will be held for the Contractor and CONSULTANT to receive instructions from the SPONSOR and participating/regulatory governmental units, to develop construction schedules, and to coordinate construction.

Element 1.22 - General Information and Coordination

The CONSULTANT will provide information and coordination to the SPONSOR and Contractor as to the understanding of the plans and specifications. The CONSULTANT will not guarantee the performance of the Contractor but will report to the SPONSOR any work and materials which, in the opinion of the CONSULTANT, do not meet the requirements of the plans and specifications. The CONSULTANT will not be responsible for any acts of the Contractor whatsoever but will only pay the contractor for work performed that meets the requirements of the plans and specifications.

Element 1.23 - Engineering Survey and Layout as May be Applicable

The CONSULTANT will take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The CONSULTANT will stake out the work for line and grade. The stake out will consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five (25) feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty (50) feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

The CONSULTANT will review and approve material testing reports submitted by the Contractor to determine if test reports meet the requirements of the specifications and will submit two copies of material testing reports to the SPONSOR or AERO. The CONSULTANT will review and approve shop drawings to determine compliance with plans and specifications and will submit two copies of all shop drawings to the SPONSOR or AERO.

Element 1.25 - Field Tests and Grade Inspection as May be Applicable

The CONSULTANT will make periodic field tests and grade inspection at the project site to determine, in the opinion of the CONSULTANT, if materials and workmanship conform to the plans and specifications. Field tests will include compaction tests for soils in place; gradation tests for aggregates; extraction tests for bituminous mixtures and compaction tests for in-place bituminous pavements; and slump, entrained air, and yield tests for concrete pavement.

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

The CONSULTANT will prepare periodic cost estimates, change orders/contract modifications, and stop and start orders as may be applicable during the construction period and present three copies of the same to the SPONSOR or AERO for approval and processing. All projects bid through MDOT lettings will have all estimates and contract modifications processed using the FieldManager computer program.

Element 1.27 - Weekly Reports

The CONSULTANT will prepare FAA Form 5370-1, Construction Progress and Inspection Report or FieldManager inspector daily reports, and submit copies to the SPONSOR or AERO weekly during the construction period.

Element 1.28 - Final Inspection

The CONSULTANT will be present at final inspection, together with the SPONSOR, AERO, participating governmental units, and the Contractor.

Element 1.29 - Final Quantities - As-Constructed Plans

The CONSULTANT will compute final pay quantities, prepare as-constructed plans, and update all plan sheets of the current Airport Layout Plan (ALP) that shows work constructed under the project. The As-Constructed Plans will be submitted to the SPONSOR and AERO for approval in an electronic pdf file. The updated ALP will be submitted in paper (22”x 34”) and in an electronic pdf file to the SPONSOR and AERO.

Element 1.30 - Equipment

The CONSULTANT will furnish all necessary surveying and field testing equipment to accomplish the above named work.

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

Any services to be provided by subconsultants will be provided for in a subconsultant agreement, which will meet the written approval of the SPONSOR. Costs of subconsultant services will be included in Element 3.1 – Fee. The CONSULTANT will not apply a fixed fee on any of the costs for subconsultant services.

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION

DESIGN PHASE (1)

Element 2.11 - Time of Beginning
Upon acceptance of this Contract by both the SPONSOR and the CONSULTANT, the CONSULTANT will have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

Element 2.12 - Time for Completion
The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval is sixty (60) calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning
Provided the Notice to Proceed is issued sufficiently in advance of the start of construction, the CONSULTANT will begin work seven (7) days prior to the effective date of the Notice to Proceed to the Contractor. If not, the CONSULTANT will coordinate the beginning of work with the work of the construction contractor.

Element 2.22 - Time for Completion
The CONSULTANT will finish all work under this Contract within thirty (30) days after final acceptance of the construction work by the SPONSOR.

ARTICLE 3 – PAYMENT

Element 3.1 - Fee
The SPONSOR agrees to pay the CONSULTANT as full compensation for services rendered as set forth in this Contract as follows:

Phase 1 Design
Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of Twenty-six thousand five hundred dollars ($26,500). A breakdown of the cost is included as Attachment C.

The SPONSOR will compensate the CONSULTANT for requested printed materials in excess of those identified, in accordance with the following:

Black Print Plan sheets (22" x 34")	_____/sheet
Black Print on White Paper (11" x 17")	_____/sheet
Black Print on White Paper (8.5" x 11")	_____/sheet

Phase (2) Construction
Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee

of (to be negotiated as an Amendment to this Contract, upon completion of design and advertising for bids).

The fee described above will be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions. Phase (2) Construction may not be needed if it is determined by the SPONSOR to terminate this Contract at the completion of Phase (1) Design.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction
Progress payments for completed work will be based on the following schedule of payments:

All charges for service will be due and payable upon receipt of invoice by SPONSOR. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the State of Michigan or SPONSOR. The CONSULTANT agrees further to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the SPONSOR or AERO. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the SPONSOR or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in AttachmentG, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

Element 4.1 - Miscellaneous Provisions

The CONSULTANT will follow, insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, AERO and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT will be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency and required to be incorporated in the final plans and documents will not be the responsibility of the CONSULTANT. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the SPONSOR in the performance of this contract will be the responsibility of the SPONSOR, and not the responsibility of the CONSULTANT, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR, provided that nothing herein will be construed as a waiver of any governmental immunity that has been provided to the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR by statute or court decision.

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract plans, maps and specifications prepared or obtained by the CONSULTANT as provided under the terms of this Contract will be submitted in final form. The final form of the originals will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed and the SPONSOR will assume full responsibility for the reuse of these documents.

The original signed and sealed title sheet for projects bid through MDOT will be retained in AERO files. The CONSULTANT will be provided a scanned .tif electronic file for use in completing the as-constructed plan sheets.

Element 4.3 - Changes in Work

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work described in this Contract, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the

revised or additional work will be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT.

Element 4.4 - Delays and Extensions

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

Element 4.5 - Insurance and Liability

The CONSULTANT will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

Element 4.6 - General Compliance with Laws

Unless otherwise specified, this Contract will be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all federal, state and local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The SPONSOR and the CONSULTANT each binds themselves, their partners, successors, assignees and legal representatives to the other party to this Contract and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Contract. Neither the SPONSOR nor the CONSULTANT will assign, sublet, or transfer their interest in this Contract without the written consent of the other.

Element 4.8 - CONSULTANT's Endorsement

The CONSULTANT will seal and sign all final plans and specifications furnished to the SPONSOR.

Element 4.9 - Disputes

All disputes concerning a question of fact in connection with work not disposed of by agreement between the SPONSOR and the CONSULTANT will be settled through standard court actions.

Element 4.10 - Responsibility for Claims and Liability

The CONSULTANT will save harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT.

The CONSULTANT will require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The CONSULTANT will notify the SPONSOR if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract may have occurred or is threatened to occur. The CONSULTANT will also notify the SPONSOR or AERO if it becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract.

Element 4.12 - Prohibition of Discrimination in State Contracts

The CONSULTANT hereby agrees to comply with the requirements of Appendix A, attached hereto and made a part hereof.

Element 4.13 – Additional Provisions

Additional provisions of this Contract are included as Attachment B.

Element 4.14 – Non-Construction Requirements

The CONSULTANT hereby agrees to comply with the requirements of the Non-construction requirements of Attachment F, attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have fixed their hand this day and date first written above.

ACCEPTED BY THE SPONSOR

Witness: _____ SPONSOR _____

Street Address _____

City, State & Zip Code _____

BY: _____

Authorized Representative of SPONSOR

……

ACCEPTED BY THE CONSULTANT

Witness: _____ CONSULTANT _____

Street Address _____

City, State & Zip Code _____

BY: _____

Authorized Representative

INCLUDE THIS PAGE IN ALL CONTRACTS!!

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment B. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of the Airports Division, Bureau of Aeronautics and Freight Services.

SCHEDULE OF ATTACHMENTS

Attachment A	Prohibition of Discrimination in State Contracts
Attachment B	Additional Provisions
Attachment C	Cost Breakdown
Attachment D	Sketches
Attachment E	Scope of Work/Services
Attachment F	Non-construction (professional services) contract requirements (updated 11/18/22)
Attachment G	Prime CONSULTANT Statement of DBE Subconsultant Payments

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.

3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.

5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.

6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

ATTACHMENT B

Additional Provisions

ATTACHMENT C

Cost Breakdown

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

ATTACHMENT "C"
ESTIMATED MAN HOUR ASSIGNMENTS AND COSTS

P&N No: 2240XXX

AIRPORT (IDENT)
FITCH H. BEACH AIRPORT CHARLOTTE, MICHIGAN
MDOT Concept No. 129313
FAA Project X-26-XXXX-XXXX
Parking Lot and Access Road Reconstruction - Design Services

	PRINCIPAL	SR. PROJECT MANAGER I	SR. ENGINEER II	ENGINEER	ELECTRICAL ENGINEER	SURVEYOR	SENIOR TECHNICIAN	OFFICE TECHNICIAN	TOTAL	EXPENSES	AMOUNT PERSONNEL	TOTAL AMOUNT BY TASK
TASK 1 Pre-design/Admin		16		2					18	$ 93.75	$ 949.00	$ 3,153.92
TASK 2 Engineering Survey		2				22			24	$ 205.70	$ 1,072.50	$ 3,664.11
TASK 3 Geotechnical Investigation	2	2					12		16	$ 2,705.70	$ 634.00	$ 4,750.11
TASK 4 Preliminary Engineering Report – Draft								2	2	$ -	$ 60.00	$ 193.48
TASK 5 Preliminary Engineering Report - Final										$ -	$ -	$ -
TASK 6 60% PSE		10		40					50	$ 50.00	$ 1,930.00	$ 6,273.52
TASK 7 90% PSE		12		22					34	$ 50.00	$ 1,419.00	$ 4,625.74
TASK 8 Bid Docs & Bidding Phase		16		4				4	24	$ 169.50	$ 1,138.00	$ 3,839.12
TASK 9										$ -	$ -	$ -
TASK 10										$ -	$ -	$ -
TOTALS -	2	58		68		22	12	6	168	$ 3,274.65	$ 7,202.50	$ 26,500.00

HOURLY RATES	$ 70.00	$ 55.00	$ 45.00	$ 34.50	$ 42.00	$ 43.75	$ 32.00	$ 30.00	
AMOUNT PERSONNEL	$ 140.00	$ 3,190.00	$ -	$ 2,346.00	$ -	$ 962.50	$ 384.00	$ 180.00	$ 7,202.50
OVERHEAD 189.84%	$ 265.78	$ 6,055.90	$ -	$ 4,453.65	$ -	$ 1,827.21	$ 728.99	$ 341.71	$ 13,673.23
PROFIT 11%	$ 44.64	$ 1,017.05	$ -	$ 747.96	$ -	$ 306.87	$ 122.43	$ 57.39	$ 2,296.33
FACILITIES CAPITAL COST OF MONEY 0.74%	$ 1.04	$ 23.61	$ -	$ 17.36	$ -	$ 7.12	$ 2.84	$ 1.33	$ 53.30
TOTAL PERSONNEL CHARGES 321.7%	$ 451.45	$ 10,286.55	$ -	$ 7,564.97	$ -	$ 3,103.70	$ 1,238.26	$ 580.43	$ 23,225.35

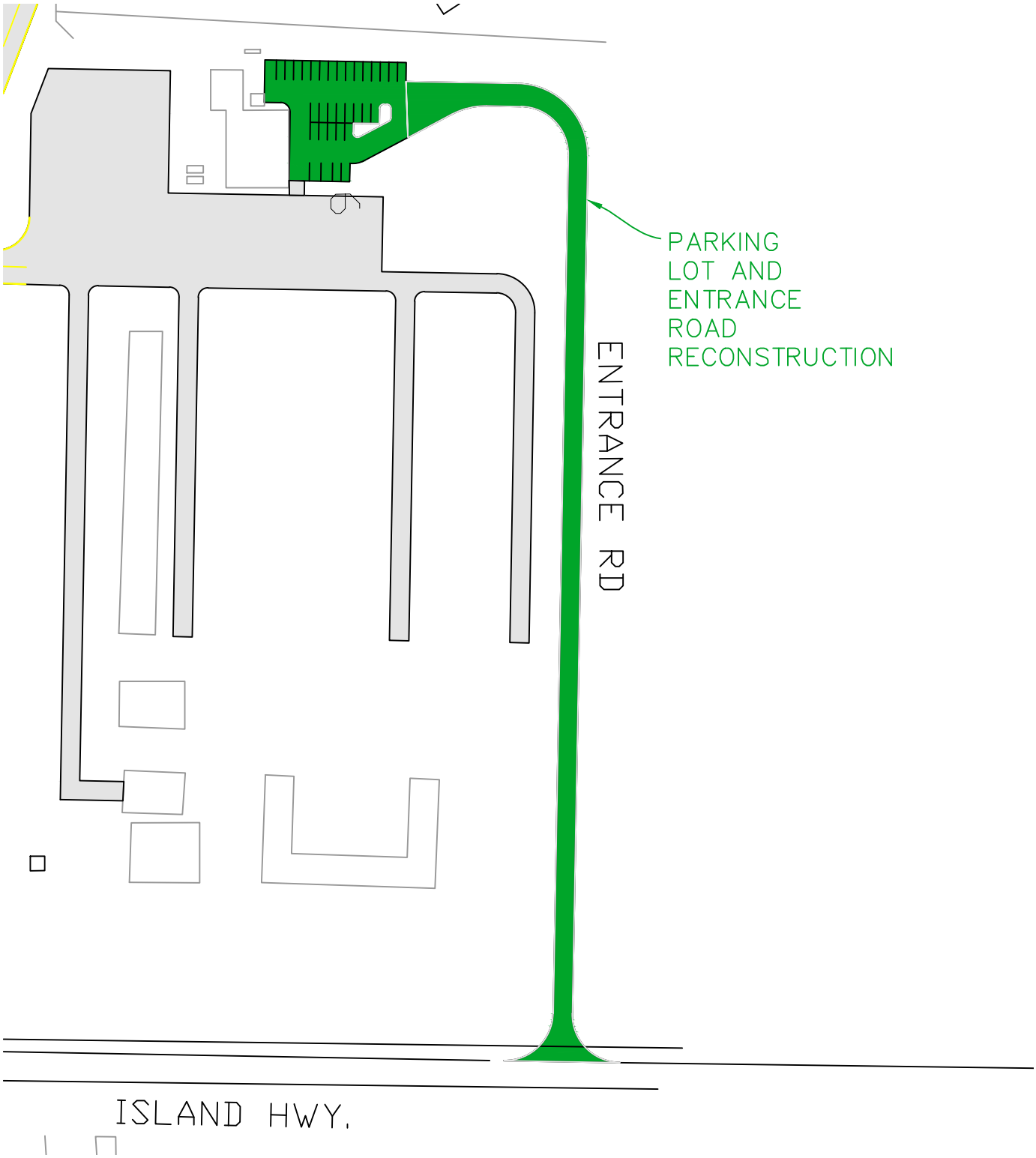
TOTAL CONTRACT = $ 26,500.00

OUT OF POCKET EXPENSES

	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	ITEM 9	ITEM 10		Total Expenses
COMMERCIAL CARRIER	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
VEHICLE MILES	170	124	124					170				
MILES X $0.655	$ 93.50	$ 68.20	$ 68.20	$ -	$ -	$ -	$ -	$ 93.50	$ -	$ -		$ 323.40
NUMBER OF PEOPLE DAYS		0.3	0.3									
PEOPLE DAYS X $150.00	$ 0.25	$ 37.50	$ 37.50	$ -	$ -	$ -	$ -	$ 0.25	$ -	$ -		$ 75.50
MATERIALS & SUPPLIES		$ 100.00	$ 100.00			$ 50.00	$ 50.00	$ 75.75				$ 375.75
												$ -
												$ -
Soil Boring Rig			$ 2,500.00									$ 2,500.00
												$ -
TOTAL	**$ 93.75**	**$ 205.70**	**$ 2,705.70**	**$ -**	**$ -**	**$ 50.00**	**$ 50.00**	**$ 169.50**	**$ -**	**$ -**	TOTAL EXPENSES	$ 3,274.65

ATTACHMENT D

Sketch Showing Location of Work to be Performed as Part of this Contract



North

0 150'

Fitch H Beach Airport
CHARLOTTE, MICHIGAN
Parking Lot and Entrance
Road Reconstruction

Prein&Newhof

ATTACHMENT E

Scope of Work/Services
Parking Lot and Access Road Reconstruction
Fitch H. Beach Airport

Element E.1
Design Phase Services will include parking lot and access road reconstruction.

The parking lot (14,000 sft) and access road (24'x1090') pavements will be pulverized, fine graded, and a new 3" HMA surface will be constructed. In addition, sidewalk and curb surrounding the parking lot will be replaced.

The project shall be prepared in accordance with the approved Airport Layout Plan and the associated Environmental Document and with the Federal Aviation Administration (FAA) guidelines established in the FAA Advisory Circular's.

Element E.2
The scope of the project is further limited to the following:

- Project will be bid with local letting. One pre-bid meeting is anticipated.
- The initial scope of work is limited to Article 1, Elements 1.1 through 1.18 of the Design Phase (1) section of the standard contract.

TASK 1 Pre-design/Admin
Consultant shall review as-built information and pavement reports to assist in project design. Consultant shall develop documentation to facilitate project support and justification. The consultant shall meet with the airport to verify proposed elements of work and review visible pavement condition.

TASK 2 Engineering Survey
Work will use new topographic survey of the site and survey data processing. The survey area shall include work area for the parking lot and road. Consultant shall perform a ground-based survey. Pavement areas shall be surveyed on a 25' x 25' grid with additional shots as required by varying geometry. Surrounding areas shall be surveyed on a 50' x 50' grid with additional shots as required by varying geometry.

TASK 3 Geotechnical Investigation
A geotechnical investigation will be performed based on AC 150/5320-6G. Existing pavement and aggregate base thicknesses will be verified to determine the required pavement design thickness. A total of eight (8) soil borings will be obtained. Geotechnical investigations will result in recommendations for proposed pavement structure.

TASK 4 Preliminary Engineering Report – Draft
NA

TASK 5 Preliminary Engineering Report – Final
NA

Task 6 – 60% Plans, Specifications, & Estimate (PSE)
Consultant will develop 60% PSE, and perform online plan review with Sponsor. Plan set includes: construction safety phasing, demolition, grading, marking, and preliminary details. Design will include soil erosion control and permits for the project and any modifications to standards.

Task 7 – 90% Plans, Specifications, & Estimate (PSE)
Consultant will incorporate Sponsor comments and provide revised PSE to Sponsor and MDOT for review. Contract documents will include advertisement, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, insurance, state requirements, federal requirements, wage rates, and general provisions. Virtual review meeting will be held to discuss 90% PSE.

Task 8 – Bid Documents & Bidding Phase Services
Consultant shall incorporate comments from 90% PSE into final bid documents for local letting. Consultant will conduct pre-bid meeting, issue addendums, and conduct bid opening. Consultant will review bids, and issue recommendation to award. When project is awarded, consultant will coordinate with contractor and issue contract documents for execution.

The following elements are not included, but are anticipated to be added by amendment prior to start of construction:

Construction Phase Services - Elements 1.20 to 1.31

Attachment F

PROFESSIONAL SERVICES CONTRACTS

FAA
Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

(Issued on November 18, 2022)

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for female participation in each trade: 6.9%

Goals for minority participation for each trade:

(Vol. 45 Federal Register pg. 65984 10/3/80)

Geographical Area (By Counties)	Goals (Percent)
Lapeer, Livingston, Macomb, Oakland, St. Clair, Wayne	17.7
Sanilac	16.7

Saginaw	14.3
Genesee, Shiawassee	12.6
Muskegon, Oceana	9.7
Monroe	8.8
Washtenaw	8.5
Lenawee	7.3
Barry, Calhoun	7.2
Berrien, Cass, St. Joseph	6.2
Kalamazoo, VanBuren	5.9
Clinton, Eaton, Ingham, Ionia	5.5
Branch, Hillsdale	5.5
Alcona, Alpena, Arenac, Cheboygan, Chippewa, Clare, Crawford, Gladwin, Gratiot, Huron, Iosco, Isabella, Luce, Mackinac, Midland, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Tuscola	5.2
Kent, Ottawa	5.2
Jackson	5.1
Allegan, Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Newaygo, Osceola, Wexford	4.9
Bay	2.2
Gogebic, Ontonagon	1.2
Alger, Baraga, Delta, Dickinson, Houghton, Iron, Keweenaw, Marquette, Menominee, Schoolcraft	1.0

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees

from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the Owner/Sponsor as identified on page one of this contract**.**

BREACH OF CONTRACT TERMS

For all contracts in excess of $250,000:
Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CLAUSE FOR GENERAL CONTRACT AGREEMENTS

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CLAUSE FOR LEASE AGREEMENTS OR TRANSFER AGREEMENTS

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

For contracts exceeding $100,000 and employs laborers, mechanics, watchmen, and guards. This includes survey crews and exploratory drilling operations.

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the

same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

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

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from Michigan Department of Transportation or the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Michigan Department of Transportation or the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

For contracts exceeding $10,000.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from

Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with

all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a

member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

For contracts exceeding $100,000.

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The

Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

a) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b) The applicant represents that it is (✓) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide

immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

APPENDIX G

Michigan Department
Of Transportation
0165 (09/15)

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE

IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO

IS THIS THE FINAL INVOICE? ☐ YES ☐ NO

CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
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		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE

COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORZIED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

THE CITY OF
CHARLOTTE
MICHIGAN

Memo
To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 22, 2024
Re: Walnut Street Design and Construction Services - Spalding DeDecker

Background
The City Council on June 5, 2023, authorized the submission of a grant application to the State for street improvements for Walnut Street. The total construction amount of the project was estimated at approximately $300,000, with the grant amount of $148,000. The City recently sought bids for professional services to manage this project that included the design, grant implementation, and construction services. The construction project once final design specifications are completed by an engineer, will include the milling and resurfacing of the existing asphalt pavement with patches as required on Walnut Street from Lincoln Street to Shepherd Street including curb and gutter replacement as needed, and ADA ramp upgrades as needed to meet current standards. The project is expected to be started Spring 2025. The City received seven bids this past week for the engineering services, with the lowest coming from Spalding DeDecker in the amount of $26,778.

Financial Impact
The project was not identified in the Fiscal Year 2024/25 Budget, so budget amendments will be required for the engineering and the project. The approval of this motion however, will require funding in the amount of $26,778.

Recommendation
Authorize the purchase of services with Spalding DeDecker in the amount of $26,778, for engineering services as described to provide street improvements for Walnut Street.

SPALDING DEDECKER

Engineering & Surveying Excellence since 1954

November 6, 2024

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

Re: Walnut Street Engineering and Construction Services
PR24-539

Dear Selection Committee:

We are pleased to submit our proposal for engineering and construction services for the Walnut Street project. The City of Charlotte's commitment to maintaining a vibrant, accessible community aligns well with our firm's dedication to quality infrastructure solutions. Our team has extensive experience in managing transportation improvement projects, ensuring ADA compliance, and adhering to Michigan Department of Transportation standards.

PROJECT UNDERSTANDING

Spalding DeDecker (SD) understands that the City of Charlotte has received $148,000 TEDF-B grant funds to resurface Walnut Street with hot mix asphalt (HMA) pavement between Shepherd Street and S. Lincoln Street. The City will match the state funding with $149,020, for a total project budget of $297,020. Walnut Street within the project limits consists of a two-lane residential street with concrete curb and gutter (approximately 30 feet between curb faces) and sidewalk on both sides of the street. The existing HMA pavement is in poor condition, with areas of exposed aggregate base at The Linden Street intersection. We estimate the depth of existing HMA to be three (3) inches or less. Proposed project improvements will include localized aggregate base and/or subgrade improvements where necessary to mitigate area(s) with insufficient base support, replacement of settled or broken curb and gutter, and any necessary ADA upgrades.



We have observed that except for the Shepherd Street intersection, the ADA sidewalk ramps have been recently replaced within the project limits. SD understands these improvements were performed as part of a city-wide Safe Routes to School (SRTS) project. Based upon initial observations, it appears that some of the new ADA sidewalk ramps appear to not meet ADA requirements specified by MDOT Special Detail R-28 and the Public Right-of-Way Accessibility Guidelines (PROWAG). In addition, the two ramp reconstruction locations at Lincoln Street intersection (west side) have ponding as a result of the replacement curb grading. SD can work with the City to specifically identify all ADA deficiencies. We recommend that the City pursue remediation of these deficiencies with the current project prior to close-out (if possible), and that these issues be resolved prior to Walnut Street reconstruction.

The ADA sidewalk ramps at Shepherd Street do not meet ADA requirements either, but they could be retrofitted to meet requirements.



SD also understands that the City has previously obtained pavement borings for the project. We will evaluate the pavement borings to develop an optimal HMA pavement design for the project. However, based on the surface condition, we anticipate that a two-lift HMA pavement with intermittent aggregate base repairs will be the preferred design.

SCOPE OF SERVICES

The proposed scope of services includes project development and assisting the County with the design of the project as follows:

A. Produce project design documents:

- SD proposes utilizing existing GIS and publicly available aerial information to prepare a set of project files that meet the requirements for a Log plan project set.
- We anticipate that a full topographic survey will not be needed for this project, although some field measurements may be necessary if ADA improvements are to be included in the project. We do not anticipate that additional rights of way are needed for the project.
- We will provide an HMA pavement design according to AASHTO 1993 method.
- A Log of project, Letter sized cover sheet, cross sections, details, technical specifications, and engineer's construction cost estimate for use in the bidding and construction process.
- For this proposal, we understand that the City of Charlotte will provide front-end bidding documents (General Conditions).
- A specification package will be provided in MDOT format (Progress Clause, Special Provisions, Notices to Bidder, Special Details), including maintenance of traffic specifications.
- Coordinate with City DPW and Utility department managers to ensure any necessary subsurface facility repairs are completed prior to project paving, and local specifications are included in the contract (e.g. sanitary sewer structure cover adjustments).
- An Engineer's estimate and contractor bid sheet can be provided in *.pdf or MERL format, as desired by the City.
- Limited ADA ramp work will be performed at the Shepherd Street intersection, but the SRTS ramp deficiencies will be remedied prior to or in coordination with proposed project construction. Detailed ADA grading plans will not be required since grades are mild; we propose field ramp layout rather than developing detail plan grades from topographic survey.
- SD will propose design elements that meet state and federal design standards and City of Charlotte preferences.

- We presume that the project will be exempt from State Historic Preservation Office (SHPO) clearance, Threatened and Endangered Species review, and other National Environmental Policy Act clearance requirements such as form 5323. These applications are not included in the project development budget.
- Attend all City review meetings including an 80%, and 100% review meeting,



B. Provide public notice and Assist with public input for the project, including attending one meeting, if desired.
C. Assist with the bidding process including:
    - Answering requests for clarification,
    - Issuing addenda as necessary
    - Reviewing bids, and providing a recommendation for the award.

PROJECT APPROACH

SD proposes to perform the following tasks to develop the project design, documentation, and contract bid documents. We will:

- Perform a site visit and windshield survey to identify potential concerns related to existing conditions, safety, etc.
- Review available existing plans, paving history and or pavement borings to evaluate the existing pavement section and develop an optimum AASHTO 1993 Pavement Design at no additional cost, if desired. SD can recommend enhancements to standard HMA pavements that can prolong the pavement life.
- Ensure the proposed design meets category evaluation criteria and complies with technical guidelines including City requirements, AASHTO, and the Michigan Department of Transportation (MDOT) Design (3R) Guidelines, standards and Construction specifications, and providing documentation for design variances or exceptions as appropriate.

- Develop plans that demonstrate a design concept to ensure competitive bidding and constructability, e.g. providing the most efficient pavement section design to meet the needs of the City and resident stakeholders.

FEE

Our engineering services fees are based on an estimated number of hours projected to be spent assisting with the development of the project plans and documents. Based on this estimated time quantity, SD's proposed effort for this project is an hourly not-to-exceed fee with the following categories of work:

Task 1 – Field Review/Survey	$ 4,000.00
Task 2 –Project Documentation, Coordination, and Project Meetings	$ 4,000.00
Task 3 – Design and Construction Plans	$ 4,800.00
Task 4 – Construction Engineering/Contract Administration	$13,978.00
Total SD Design Fee	**$26,778.00**
Construction Materials Testing (Subcontracted)*	$12,474.00
Total Professional Services	**$39,252.00**

*Subconsultant fees include a 5% administrative markup.

Thank you for the opportunity to submit this proposal. We look forward to continuing our working relationship with this project for the City of Charlotte. Our proposal includes comprehensive design, grant implementation, and construction management services, backed by our commitment to cost efficiency, safety, and regulatory adherence. If you wish to discuss this proposal or require additional information, please feel free to contact me directly.

Sincerely,

SPALDING DEDECKER

Dan Troia, PE
Project Manager

Agreement Date: _____

PROFESSIONAL SERVICES AGREEMENT BETWEEN
SPALDING DeDECKER
AND _____
FOR _____ SERVICES

This agreement ("Agreement") is between _____, a Michigan corporation, having its offices at _____ ("CLIENT"), and Spalding DeDecker, ("Consultant"), a Michigan Corporation, with its address at 905 South Boulevard East, Rochester Hills, Michigan 48307. CLIENT and Consultant are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area/Engineering Unit.

Deliverables means DOCUMENTS developed for and delivered to CLIENT by Consultant under this Agreement.

II. DURATION

Consultant shall commence performance on _____ ("Commencement Date") and services shall continue until _____, unless this Agreement is terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

A. The Consultant agrees to provide _____ ("Services") inconnection with the Scope of Services as described in Exhibit A. The CLIENT retains the right tomake changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

B. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultant's practicing in the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D. The Consultant may rely upon the accuracy of reports, surveys, or any other documents provided to it by the CLIENT and shall not be held liable for errors or omissions that occur as a result of inaccuracies or errors that were in the reports, surveys, or any other documents.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party willbe solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall ariseor accrue to any Party as a result of this Agreement.

Consultant does not have any authority to execute any contract or agreement on behalf of the CLIENT, and is not granted any authority to assume or create any obligation or liability on the CLIENT's behalf, or to bind the CLIENT in any way.

V. COMPENSATION OF CONSULTANT

A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

B. The Consultant will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.

C. The Consultant shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the CLIENT may verify invoices submitted bythe Consultant. Such records shall be made available to the CLIENT upon request andsubmitted in summary form with each invoice.

VI. JOBSITE SAFETY

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the general contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the general contractor. The CLIENT also agrees that the CLIENT, the consultant and it subconsultants shall be indemnified by the general contractor and shall be made additional insureds under the general contractor's policies of general liability insurance.

VII. INSURANCE/INDEMNIFICATION

A. The Consultant shall procure and maintain from the Effective Date orCommencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement,

such insurance policies, including those set forth inExhibit C, as will protect itself and the CLIENT from all claims for bodily injuries, deathor property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Consultant, any subconsultant, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Consultant shall provide to the CLIENT documentation demonstrating it has obtained the policies and endorsements required byExhibit C. When requested, Consultant shall provide the same documentation for its subconsultant(s) (if any).

B. Any insurance provider of Consultant shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial SizeCategory of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the CLIENT.

C. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

D. The CLIENT agrees, to the fullest extent permitted by law and applicable insurance coverage of its policies, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages or liabilities, to the extent caused by the CLIENT'S negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

E. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

F. The Consultant warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Consultant further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuantto this Agreement. Further Consultant agrees and certifies that it does not and willnot employ or engage any person with a personal or financial interest in this Agreement.

G. The Consultant warrants that it is not and shall not become overdue or in default to the CLIENT for any contract, debt, or any other obligation to the CLIENT including real and personal property taxes. Further, Consultant agrees that the CLIENT shall have the right to set off any such debt against compensation awarded for Services under this Agreement.

H. The Consultant warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication, or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempthas been made or shall be made by the Consultant to induce any other person orfirm to submit or not to submit a proposal for the purpose of restricting competition.

I. The person signing this Agreement on behalf of Consultant represents that she/he has express authority to sign this Agreement for Consultant and agrees to hold the CLIENT harmless for any costs or consequences of the absence of actual authority to sign.

VIII. LIMITATION OF LIABILITY:

In recognition of the relative risks and benefits of the Project to both the CLIENT and the Consultant, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant 's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed $100,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

IX. OBLIGATIONS OF THE CLIENT

A. The CLIENT agrees to give the Consultant access to the Project area and other CLIENT-owned properties as required to perform the necessary Services under this Agreement.

B. The CLIENT shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the CLIENT. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the CLIENT without restriction or limitationon their use. The CLIENT acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services, the CLIENT shall have a recognized proprietary interest in the work product of the Consultant.

XI. TERMINATION OF AGREEMENT

A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by anyparty to this Agreement shall not waive any subsequent breach by any party.

B. The CLIENT may terminate this Agreement, on at least thirty (30) days advance notice,for any reason, including convenience, without incurring any penalty, expense, or liability to Consultant, except the obligation to pay for Services actually performed under the

Agreement before the termination date. In the event the CLIENT terminates for convenience, the CLIENT shall pay the Consultant within seven (7) calendar days of receipt of the Consultant's invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the CLIENT shall pay the Consultant for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination.

C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project.If funds to enable the CLIENT to effect continued payment under this Agreement are not appropriated or otherwise made available, the CLIENT shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Consultant. The Contract Administrator shall give Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of thisAgreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Consultant's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. DISPUTE RESOLUTION

Any claims or disputes made during design, construction or post-construction between the CLIENT and Consultant shall be submitted to non-binding mediation. CLIENT and Consultant agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

XIII. REMEDIES

A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

B. All rights and remedies provided in this Agreement are cumulative and notexclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more

instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiverby either Party shall subsequently affect its right to require strict performance of this Agreement.

XIV. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as eitherparty may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below.Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service orpersonal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONSULTANT, it shall be addressed and sent to:

Spalding DeDecker Associates, Inc.
905 E South Boulevard Rochester Hills, Michigan 48307

If Notice is sent to the CLIENT, it shall be addressed and sent to:

_____
_____
_____

XV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity, and construction, excepting the principles of conflicts of law.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Consultant certifies it has no financial interest in the Services to be provided under this Agreementother than the compensation specified herein. Consultant further certifies that it presently has nopersonal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Consultant agrees to advise the CLIENT if Consultant has been or is retained to handle any matter inwhich its representation is adverse to the CLIENT. The CLIENT's prospective consent to the Consultant's representation of a client in matters adverse to the CLIENT, as identified above, will not apply in any instance where, as the result of Consultant's representation, the Consultant has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known toanother client of the Consultant, could be used in any such other matter by the other client to thematerial disadvantage of the CLIENT. Each matter will be reviewed on a case-by-case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity withoutinvalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with Exhibits A, B, and C, constitutes the entire understanding between the CLIENT and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions ofeither party's invoice, purchase order or other administrative document shall modify the terms andconditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement andtheir permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by the Consultant and the CLIENT. This Agreement may be executed in counterparts, each of which shallbe deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of anoriginal signature and agree to treat electronic signatures as original signatures that bind them tothis Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signaturehad been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

FOR CONSULTANT

By_____

Its_____

Date: _____

FOR THE CLIENT OF _____

By_____

Its_____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B COMPENSATION

General

Notes:

1. Rates may be adjusted annually.

EXHIBIT C INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Consultant shall have, at a minimum, the following insurance, including all endorsements necessary for Consultant to have or provide the required coverage.

A. The Consultant shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Consultant and its employees in an amount not less than $5,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimumamounts:

Bodily Injury by Accident - $1,000,000 each accident Bodily Injury by Disease - $1,000,000 each employee Bodily Injury by Disease - $1,000,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance ServicesOffice form CG 00 01 04 13 or current equivalent. The CLIENT shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the CLIENT's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
$2,000,000	Per Project General Aggregate
$1,000,000	Personal and Adv. Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Officeform CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, allnon-owned vehicles and all hired vehicles. The CLIENT shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the CLIENT's protections as an additional insured under the policy. Further, the limits of liability shall be $1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of $10,000,000.

B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the CLIENT may possess, including any self-insured retentions the CLIENT may have; and any other insurance the CLIENT does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.Further, the Consultant agrees to waive any right of recovery by its insurer against the CLIENT forany insurance listed herein.

CITY OF CHARLOTTE
RESOLUTION NO. 2023-22

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A MAINTENANCE PROGRAM FOR MILLING AND RESURFACING OF WALNUT STREET FUNDED BY THE TRANSPORTATION ECONOMIC DEVELOPMENT FUND CATEGORY B PROGRAM

WHEREAS, the City of Charlotte is applying for $148,000 in funding through Michigan Department of Transportation (MDOT) Transportation Economic Development Fund (TEDF) Category B Program to mill and resurface Walnut Street from Lincoln Street to Shepherd Street in 2024; and

WHEREAS, MDOT requires a formal commitment from the public Agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

THEREFORE, BE IT RESOLVED THAT, the City has authorized Amy Gilson, Director of Public Works, to act as agent on behalf of the City to request TEDF Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT, the City attests to the existence of, and commits to, providing at least $149,020 toward the construction costs of the project, and all costs for design, permit fees, administration costs, and cost overruns.

BE IT FURTHER RESOLVED THAT, the City commits to owning, operating, funding and implementing a maintenance program over the design life of the facilities constructed with TEDF Category B Program funding.

The foregoing resolution was presented by Duweck and supported by Van Langevelde for approval. Carried. Yea7; Nay 0; Absent 0.

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on June 05, 2023

Mary LaRocque, City Clerk

City of Charlotte, Michigan
Seeking Sealed Bids for Walnut Street Engineering and Construction Services

The City of Charlotte, Michigan is seeking sealed bids for **Walnut Street Engineering and Construction Services.** Please submit sealed bids to Mary LaRocque, City Clerk, City of Charlotte, Michigan, 111 E. Lawrence Avenue, by 4:00P on November 6, 2024. The sealed bid shall include the vendor's name, a detailed not to exceed cost to provide the services, a sample contract to be requested if selected, and any other relevant information that addresses the scope of services.

The professional services project relates to the design, grant implementation, and construction services related to a Michigan Department of Transportation, Transportation Economic Development Fund Category B, Community Service Infrastructure Fund Grant. The construction project includes the milling and resurfacing of the existing asphalt pavement with patches as required on Walnut Street from Lincoln Street to Shepherd Street including curb and gutter replacement as needed, and ADA ramp upgrades as needed to meet current standards. A copy of the grant application is available for review.

All vendors are encouraged to contact the City Manager's Office if planning on submitting a sealed bid. If you have any questions, please contact (517) 543-8850 or rhillard@charlottemi.org.

The City of Charlotte, Michigan reserves the right to request clarification on bids if deemed non-comparable. Alternatively, the City Manager may reject all bids and seek new sealed, competitive bids solely at the discretion of the City of Charlotte, Michigan.

Mary LaRocque
City Clerk
111 E. Lawrence Avenue
City of Charlotte, Michigan 48813-9358
mlarocque@charlottemi.org
517-543-8843

BID TABULATION SHEET

CITY OF CHARLOTTE

PROJECT NAME:	WALNUT STREET ENGINEERING AND CONSTRUCTION SERVICES
PROJECT NO:	
BID ISSUES DATE:	10/9/2024
BID OPENING DATE/TIME:	11/06/2024 4:00 P.M.

NAME/ADDRESS OF BIDDER	TOTAL BID AMOUNT	LOWEST
OHM ADVISORS	$ 45,075.00	4
SPALDING DEDECKER	$ 26,778.00	1
METRO CONSTULTING ASSOC	$ 45,175.00	5
MANNIK SMITH GROUP	$ 58,462.00	6
WILLIAMS & WORKS	$ 91,745.00	7
DLZ	$ 33,300.00	2
FLEIS & VENDENBRINK	$ 39,500.00	3

Memo
To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 22, 2024
Re: CHILL Housing Grant - Third Party Administration - McKenna

Background
The City Council received a $236,000 Community Development Block Grant Housing Improving Local Livability Grant (CHILL). This grant can assist at least 10 qualified residents with substantive repairs to their homes. These repairs will focus first and foremost on life safety and habitability, in consideration of code compliance and quality of life upgrades. For the City of Charlotte to successfully administer this grant, a Third Party Administrator (TPA) must be contracted to assure compliance with Federal and State rules. The grant allows up to $36,000 for TPR services.

The City solicited sealed bids for these services and did not receive any bids. However, since we did not receive any bids, I continued to seek firms that are qualified to complete TPA services. We did receive interest from two firms. Based on the two firms, and an evaluation of the lowest and best bid, I am recommending McKenna. They are willing to be the TPA for a cost not to exceed $36,000. Staff recommends authorizing McKenna to be the third part administrator.

Financial Impact
The financial impact of the proposal would be $36,000, with the costs covered by the CHILL grant.

Recommendation
Authorize the purchase of services from McKenna as a TPA for the CHILL grant on behalf of the City of Charlotte in the amount of $36,000.

MCKENNA

November 5, 2024

Mr. Robert Hillard
City Manager
City of Charlotte
111 E. Lawrence Ave.
Charlotte, MI 48813

Subject: Administration of the City of Charlotte CHILL Grant

Mr. Hillard,

Thank you for the opportunity to take part in an important and impactful program in Charlotte! Having administered CDBG programs for communities in the Detroit metro area, including the City of Novi, Lyon Township, Van Buren Township, and Oakland County, McKenna has a clear understanding of the work required to be performed to successfully distribute the City's CHILL Grant funding for home improvements. Our administrative efforts and procedures align with the requirements of the United States Department of Housing and Urban Development (HUD) for CDBG programs.

Importantly, we value administering this work with a friendly face, a caring attitude, and the utmost respect to the homeowner and their property. Prompt attention and effort to be efficient in the review of potential projects and awarding the work for timely improvements illustrates the City truly cares to help its citizens, and we strive to bring these projects to fruition.

ADMINISTRATION, REPORTING, AND CASE MANAGEMENT

We understand the City has received $200,000 to assist at least 10 qualified residents with substantive repairs to their homes; qualified improvements will focus first and foremost on life safety and habitability, and in consideration of code compliance and quality of life upgrades. Per the grant, administration costs are not to exceed $36,000. Our typical procedure for administering this type of work follows this format:

- ***Pre-Approval*** - Our first step toward awarding CDBG funding is the pre-approval process, which includes an application filled out by the resident. The work description should be well defined and supported by photos or other information that can be recorded for reporting, such as code violations or notices given by the City. We will work with the resident to verify their income levels, ownership status, property tax status, insurance policy, among other information. We also walk through the Lead-based Paint notification and compliance certificate, smoke detector verification, floodplain review, environmental review, and State Historic Preservation review, and other checks to ensure the work can qualify for grant funding.

- ***Bid and Contract Authorization*** – Once a resident is approved as eligible for CHILL funds, we will perform an initial inspection and work with the resident to prioritize repairs. Then, we will work with the resident to obtain quotes with an understanding that the repairs are eligible for funding assistance. This step requires the resident to help take the lead in coordinating contractors who can provide work estimates, since physical access to the home is required for most contractor estimates.

  Once quotes for the work are submitted for review, we will check references, confirm contractor licenses,

liability insurance, and SAM registration are valid, and verify the scope of work falls within the program guidelines.

Once we have identified the qualified contractor to perform the work (typically, but not in all cases, the lowest bid from a qualified contractor) we will provide a work authorization contract to the identified contractor. A contract is signed between the City and the contractor indicating the City has funding available and will pay the quoted amount for the work. Once signed, the work may begin (note: contractors are required to acquire permits for work if required by the building department).

- ***Project Progress and Close-out*** – We work with authorized contractors to receive ongoing project updates; any required change orders will be processed and approved by McKenna and the Grant Coordinator in cooperation with the contractor.

  Once notified of completion, we will verify that any and all permits are closed out to the satisfaction of the City's inspectors. McKenna will conduct a close-out inspection covering all scopes of work that were completed within the scope of the Grant prior to authorizing payment on the bill. We will work closely with City staff to provide timely payment to the contractor.

- ***Ongoing Project and Budget Reporting*** - McKenna professionals will maintain a project tracking system to track applicants, projects, and the program budget; the information will be made available to the City at any point during the administration period, and we will submit a complete progress and budget report at the end of the contract duration.

  We are also intimately familiar with the annual and ongoing reporting requirements of CDBG programs and understand the CHILL grant has specific reporting requirements on a monthly basis. We will prepare reports as required to fulfill the obligations of the grant program.

REFERENCES

There are many steps and procedures to follow in administering CDBG funds, and we want you to feel confident in our track record to work on your grant. To this end, please feel free to reach out to the following entities where we already facilitate home repair programs:

- Sabrina Lilla, CPA
  Deputy Finance Director
  Financial Services, Finance Division
  City of Novi, Michigan
  slilla@cityofnovi.org
  248.735.5692

- Peter J. Essenmacher
  Supervisor, CDBG Compliance Unit
  Neighborhood & Housing Development Division
  Health and Human Services
  Oakland County, MI
  essenmacherp@oakgov.com
  248.858.0196
  **Please note that our longtime direct report within this unit for the Roofs, Ramps, and Repairs program, Michael Pucher, has recently retired and Pete is a relatively new reporting relationship for this work.

- Michele Cash
  Township Clerk
  Charter Township of Lyon, Michigan
  mcash@lyontwp.org
  248-437.2240

MCKENNA TEAM

Brian Keesey, Senior Principal Planner and GIS Manager at McKenna has been with the firm for nearly 9 years and has nearly 15 years of municipal planning experience. Brian will serve as the City's point of contact for overall quality control, budget management, and City satisfaction matters. Brian has administered minor home repair programs in Lyon Township and the City of Novi in his time with the firm.

Emily Huhman, Assistant Planner at McKenna will serve as the Project Manager and Charlotte's Grant Administrator for the CHILL Grant. Emily has been actively administering cases for Oakland County's Roofs, Ramps, and Repairs program since joining the firm in May of 2024, delivering projects of up to $25,000 per resident by coordinating various contractors, inspectors, and scopes of work. Prior to her time at McKenna, Emily served as a coordinator for several housing subsidy programs. Emily is a smiling face and sounding board for residents in the pursuit of facilitating investment into the homes of people in need.

McKenna has a supporting team of planners and building inspectors that will assist with the administration of this program. We will utilize inspectors to visit homes to help prioritize projects once residents are approved and to close out the work with a post-construction inspection.

AUTHORIZATION TO PROCEED

We understand the CHILL Grant terms allocate $36,000 to administer the $200,000 funding for physical improvements to homes in the City. Based on our experience in administering similar programs, we can provide the necessary services for the City within that budget.

If you find the services described in this letter acceptable, please execute two (2) copies of this letter and return one (1) executed copy to us for our files. Thank you for the opportunity to work with you on this project! This is extremely important and fulfilling work, and we are ready and excited to begin work immediately upon authorization.

Respectfully submitted,

McKENNA

Brian Keesey, AICP
Senior Principal Planner and GIS Manager

CITY OF CHARLOTTE, MICHIGAN

_____ _____

Signature Title Date

_____

Name (printed)

CITY OF CHARLOTTE
CITY COUNCIL RESOLUTION NO. 2024-22

A RESOLUTION TO REAUTHORIZE THE APPLICATION TO THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY'S CDBG HOUSING IMPROVING LOCAL LIVABILITY PROGRAM

WHEREAS, the City of Charlotte desires to make application in the amount of $236,000 to the CDBG Housing Improving Local Livability; and

WHEREAS, the project will fall under the Homeowner Improvement portion of the grant program; and

WHEREAS, this proposed project is consistent with the City of Charlotte's community development plan as described in the application; and

WHEREAS, at least 51% of the beneficiaries of the proposed project will be low- and moderate-income persons; and

WHEREAS, no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by the CDBG Project Manager.

THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte hereby authorizes the submittal of said grant application to the CDBG Housing Improving Local Livability program.

BE IT FURTHER RESOLVED that City Manager Robert Hillard be authorized to sign the grant application and all attachments.

BE IT FURTHER RESOLVED that Mayor Tim Lewis be authorized to sign the Grant Agreement and all amendments thereto.

BE IT FURTHER RESOLVED that City Manager Robert Hillard be authorized to sign Payment requests.

BE IT FURTHER RESOLVED that City Manager Robert Hillard be authorized to be the Certifying Officer.

The foregoing resolution was presented by _____ and supported by _____for approval. Carried; Yea _; Nay _; Absent __

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on July 8, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____

Mary LaRocque, City Clerk

City of Charlotte, Michigan
Seeking Sealed Bids for a Third Party Administrator - CHILL Grant

The City of Charlotte, Michigan is seeking sealed bids **for a Third Party Administrator for the CHILL Grant.** Please submit sealed bids to Mary LaRocque, City Clerk, City of Charlotte, Michigan, 111 E. Lawrence Avenue, by 4:00P on October 22, 2024. The sealed bid shall include the vendor's name, a listing of hourly rates for services, a sample contract to be requested if selected, relevant experiences working with the Michigan State Housing Development Authority (MSHDA), and any other information to demonstrate grant knowledge. The decision to procure services from the vendor will be based on cost and contract terms, as well as relevant experiences working on similar grants. The scope of the project includes assisting the City in successfully completing the Community Development Block Grant Housing Improving Local Livability Grant Agreement (CHILL). The project will provide financial assistance for ten (10) units throughout the City in providing financial assistance to homeowners living in homes experiencing deferred maintenance and negative property conditions. The project will meet HUD's National Objective of Low Mod Housing (LMH) for participants who are at or below 80% AMI. The scope of work includes assisting the City with performing administrative tasks and meeting grant compliance requirements, including federal and state statutes, regulations, and policies. Included as part of the bid document is the signed agreement between the City of Charlotte and MSHDA. All vendors are encouraged to contact the City Manager's Office if planning on submitting a sealed bid. If you have any questions, please contact (517) 543-8850 or rhillard@charlottemi.org. The City of Charlotte, Michigan reserves the right to request clarification on bids if deemed non-comparable. Alternatively, the City Manager may reject all bids and seek new sealed, competitive bids solely at the discretion of the City of Charlotte, Michigan.

Mary LaRocque
City Clerk
111 E. Lawrence Avenue
City of Charlotte, Michigan 48813-9358
mlarocque@charlottemi.org
517-543-8843

THE CITY OF
CHARLOTTE
MICHIGAN

Memo

To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 22, 2024
Re: Downtown Strategic/Tax Increment Finance Plan - Beckett and Raedar

Background

The City recently sought bids for professional services to develop a Downtown Strategic/Tax Increment Finance Plan for Downtown Charlotte. The scope of services includes coordinating with the Downtown Development Authority on identifying strategies and improvements to the Downtown, preparing a strategic plan with time frames and cost estimates on improvements, and preparing a tax increment finance plan and accompanying legislation. The City received two bids for professional services, with the lowest bid coming from Beckett and Raedar in the amount of $15,000.

Financial Impact

The project was not identified in the Fiscal Year 2024/25 Budget, so budget amendments will be required for the professional services identified.

Recommendation

Authorize the purchase of services with Beckett and Raedar in the amount of $15,000, for the development of the Downtown Strategic/Tax Increment Finance Plan for Charlotte, Michigan.

B R i
Beckett&Raeder

Landscape Architecture
Planning, Engineering &
Environmental Services

City of Charlotte
Downtown Development Authority
Strategic/Tax Increment Finance Plan

Proposal for Professional Services

November 12, 2024



innovative

Letter of Interest	3
i. Business Organization	4-12
ii. Scope of Work	13-18
iii. Proposed Fee	19-21
iv. Consultant Personnel	22-27
v. Similar Projects	28-32
vi. Sample Contract	33-35

B R *i*
Beckett&Raeder

Landscape Architecture
Planning, Engineering &
Environmental Services

November 12, 2024

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

Mary LaRocque,

i
initiative

BRI is delighted to submit for your review and consideration a proposal to provide Professional Planning Services to write a new Development Plan and Tax Increment Finance Plan for the City of Charlotte DDA.

BRI's multi-disciplinary firm fully integrates the services of planning, landscape architecture, GIS, and engineering into a professional skill set that take community vision from imagination to implementation. As you are aware we are currently assisting the City in updating the master plan and zoning ordinance.

Our firm assisted numerous communities in the establishment of DDA's, preparation of development and tax increment financing plans, downtown strategic plans, and physical design plans. We plan to incorporate into the Development Plan RRC Best Practices 1.2; Downtown Plan requirements.

We are confident that we can provide technical, innovative, and cost-effective services to the City of Charlotte. Please do not hesitate to reach out if we can provide any additional information.

Respectfully submitted,

John Iacoangeli, FAICP, CNU-A, LEED AP
Partner

Sara Kopriva, AICP
Principal

Beckett & Raeder, Inc.
535 West William
Suite 101
Ann Arbor, MI 48103

734.663.2622 ph
734.663.6759 fx

Petoskey Office
113 Howard Street
Petoskey, MI 49770

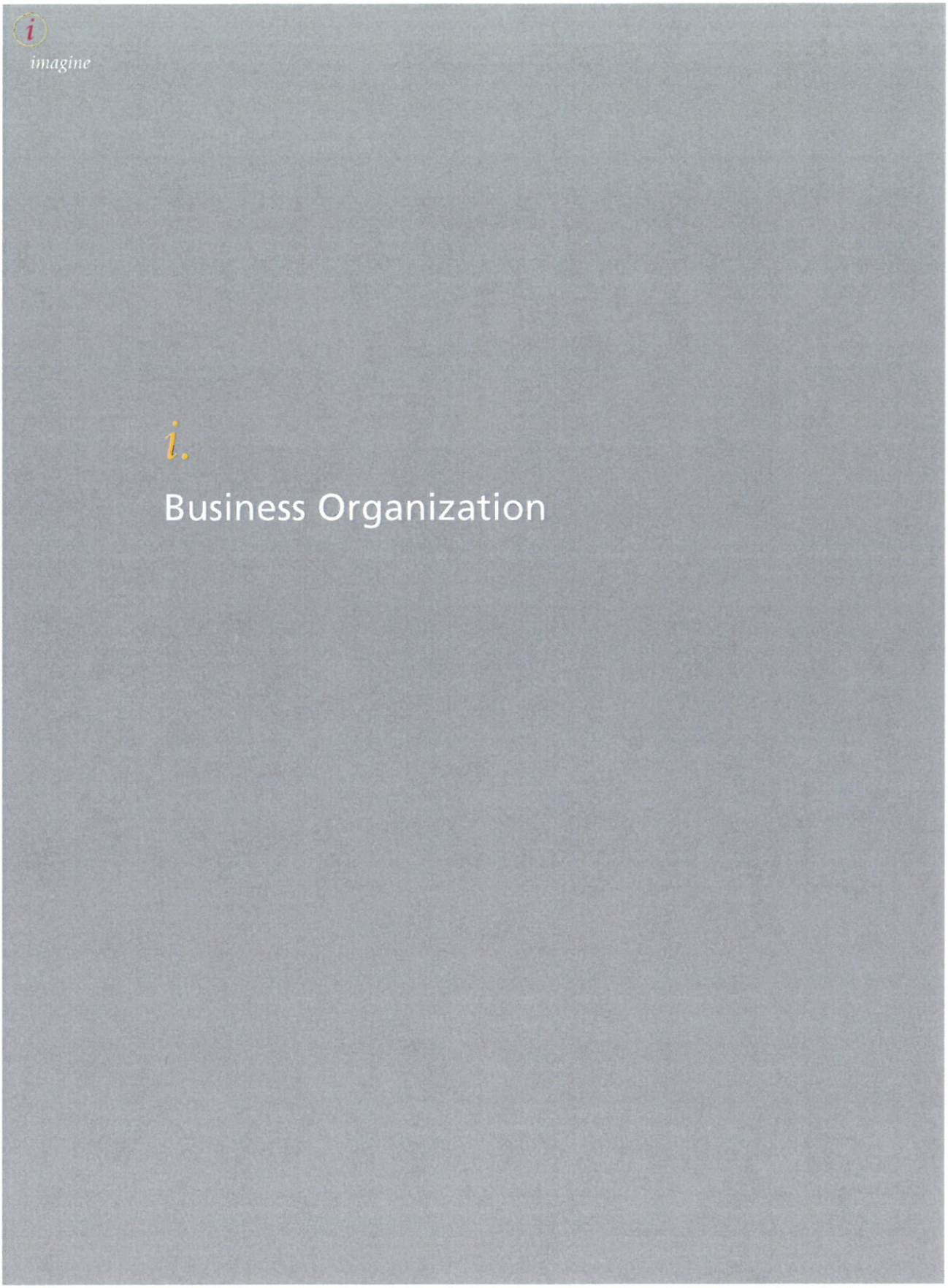
231.347.2523 ph
231.347.2524 fx

Traverse City Office
148 East Front Street
Suite 207
Traverse City, MI 49684

231.933.8400 ph
231.944.1709 fx

Grand Rapids Office
5211 Cascade Road SE
Suite 300
Grand Rapids, MI 49546

616.585.1295 ph


imagine
i.
Business Organization



Seminole and Henry Corridor Redevelopment | Norton Shores, Michigan

Beckett & Raeder, Inc. is a Michigan Corporation headquartered in Ann Arbor with additional offices in Petoskey, Traverse City, and Grand Rapids, Michigan. The firm includes landscape architects, planners, civil engineers, LEED accredited professionals, and support staff maintaining registrations in the States of Michigan, Ohio, Indiana, and Illinois and certification at the national level.

HISTORY

Beckett & Raeder, Inc. was established as a Michigan corporation in 1966 with its corporate office in Ann Arbor, Michigan. BRI is also licensed to operate in the State of Ohio.

SERVICES

Major areas of practice and scope of services include sustainable design, land use programming and analysis, master planning, campus planning, placemaking, site planning and civil engineering, site development, municipal engineering, storm water management, downtown revitalization and redevelopment, community planning and urban design, economic development, public/private development services, and environmental services.

PARTNERS, PRINCIPALS, AND/OR OFFICERS

Deborah Cooper, President & Partner
John Iacoangeli, Executive V.P., Treasurer & Partner
Christy Summers, Secretary & Partner
Brian Barrick, Partner
Kristofer Enlow, Partner
Christopher DeGood, Partner
John Beckett, Partner Emeritus
Tim Knutsen, Principal
Sara Kopriva, Principal

PHILOSOPHY

All commissions accepted by the firm are accomplished under the direct supervision of one of the firm's seven Partners. Principals, Senior Associates, Associates, Project Landscape Architects, Planners, and Engineers are assigned to projects in accordance with their individual expertise and the requirements of the project. In keeping with the philosophy of the office, the project team is involved in all aspects of the work through its entire duration. The firm routinely engages other consultants, as the work plan requires.

LOCATIONS

Ann Arbor
535 W. William,
Suite 101
Ann Arbor, MI 48103
Tel: 734.663.2622
Fax: 734.663.6759

Traverse City
148 E. Front St.
Suite 207
Traverse City, MI 49684
Tel: 231.933.8400
Fax: 231.944.1709

Petoskey
113 Howard Street
Petoskey, MI 49770
Tel: 231.347.2523
Fax: 231.347.2524

Grand Rapids
5211 Cascade Rd SE
Suite 300
Grand Rapids, MI 49546
Tel: 616.585.1295

www.bria2.com

CONTACT:
John Iacoangeli, PCP, FAICP, LEED AP, CNU-A
Partner
734.663.2622 | jri@bria2.com

Our Services



Michigan Recreation and Park Association (mParks), Outstanding Park Design Award, 2018, Petoskey Downtown Greenway, South Segment | Petoskey, Michigan

INFRASTRUCTURE

Storm Water Management
Water Distribution Systems
Sanitary Sewer Systems
Capacity Analysis
Capital Improvement Program
Wellhead Design & Protection
Pavement Evaluation
Streets and Roads
Onsite Sewage Treatment
Utility Marking
Parking

COMMUNITY PLANNING & ZONING

Comprehensive Master Plans
Brownfield Redevelopment
Zoning Ordinance /Codes
Specialized Zoning Ordinance
Provisions Development Standards and Guidelines Site Plan Review
Strategic Planning
Expert Witness Zoning Testimony
Community Development
Greenway Planning
New Urbanism

ENVIRONMENTAL SERVICES

Site Evaluation & Analysis
Low Impact, Conservation Design
Wetland Delineation
Constructed Wetland Design & Installation
Wetland Restoration
Storm Water Management

ANALYSIS & EVALUATION

Site Analysis
Feasibility Studies
Site Selection Studies
Buildout Analysis
Market Analysis
Demographics
Natural Features Interpretive Studies

PROJECT CONSTRUCTION

Construction Administration
Field Inspection
Storm Water Operator
Bridge Inspection
Specification Writing
Project Cost Estimating
Construction Drawings



2016 Honor Award, Michigan Chapter, Landscape Architectural Sustainability Marshbank Park |West Bloomfield Township, Michigan

DOWNTOWN & ECONOMIC DEVELOPMENT

Brownfield Redevelopment
Grant Writing
Downtown Management
Downtown Master Plans
Special Finance Districts
Adaptive Reuse Studies
Retail Market Analysis
Strategic Planning/Visioning Workshops
Physical Design Plans
Streetscape Design & Implementation
Wayfinding & Signage
Tax Increment Financing & Development Plans
DDA Creation

SITE DESIGN

Planting Design
Irrigation Design
Grading Plans
Utility Plans
Pavement Design
Lighting Design
Site Design Guidelines
Park Design
URBAN DESIGN
Corridor Design & Planning
Streetscape Design
Waterfront Design

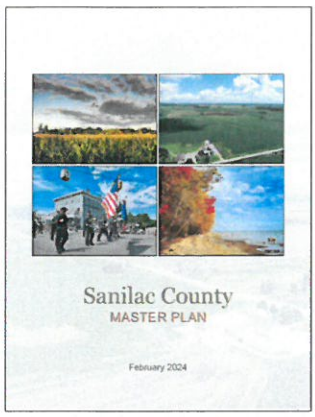
FACILITY DESIGN

Marina Design
Playground Design
Athletic Facility Design
K-12 Site Development
Subdivision Design
Campgrounds
Parks Design
Higher Education

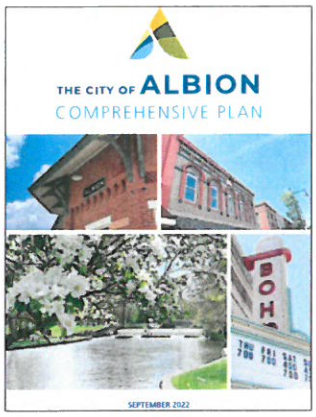
MASTER PLANNING

Campus Planning
Traditional Neighborhood & Small Town Design
Community Master Planning
Watershed Planning
Recreation Master Planning
Park Master Planning
Rural Land Planning Services
Land Use Planning

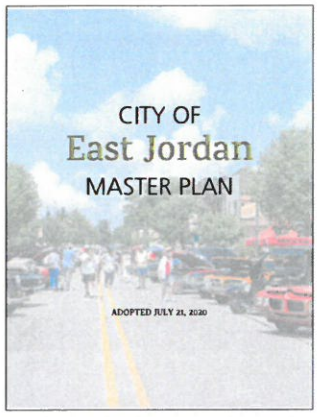
MAP Daniel Burnham Award for a Comprehensive Plan



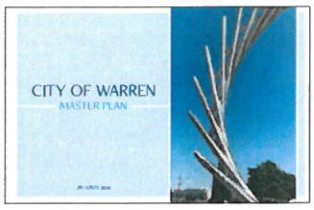
Sanilac County Master Plan
Sanilac, MI | **2024**



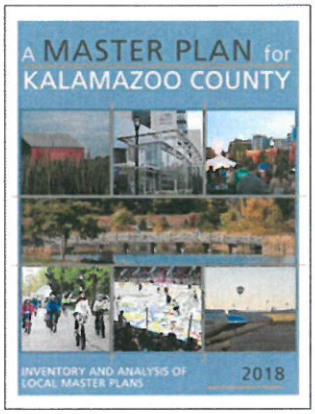
City of Albion Comprehensive Plan
Albion, MI | **2023**



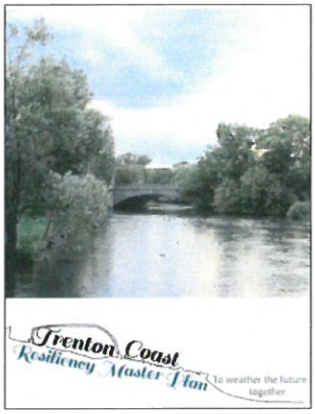
City of East Jordan Master Plan
East Jordan, MI | **2022**



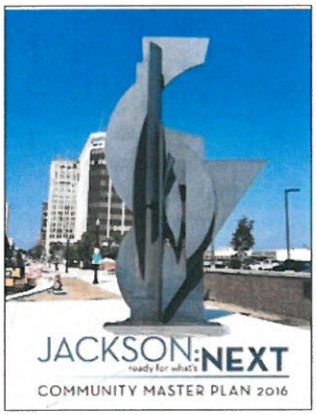
City of Warren Master Plan
Warren, MI | **2021**



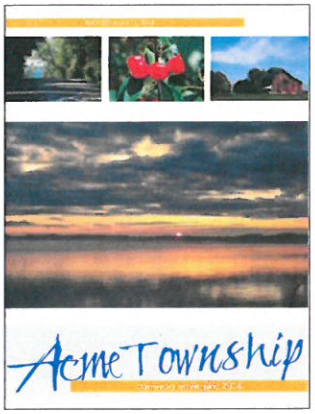
Kalamazoo County Master Plan
Kalamazoo, MI | **2019**



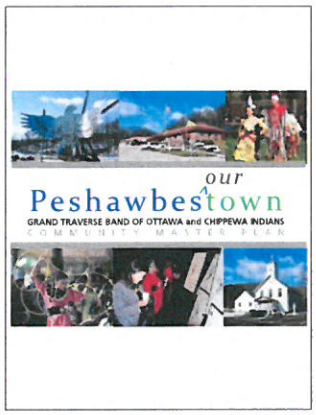
Trenton Resiliency Master Plan
Trenton, MI | **2017**



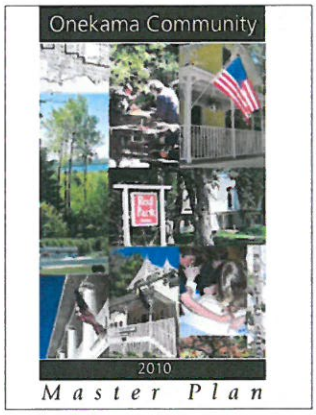
Jackson Community Master Plan
Jackson, MI | **2016**



Acme Township Master Plan
Acme, MI | **2015**



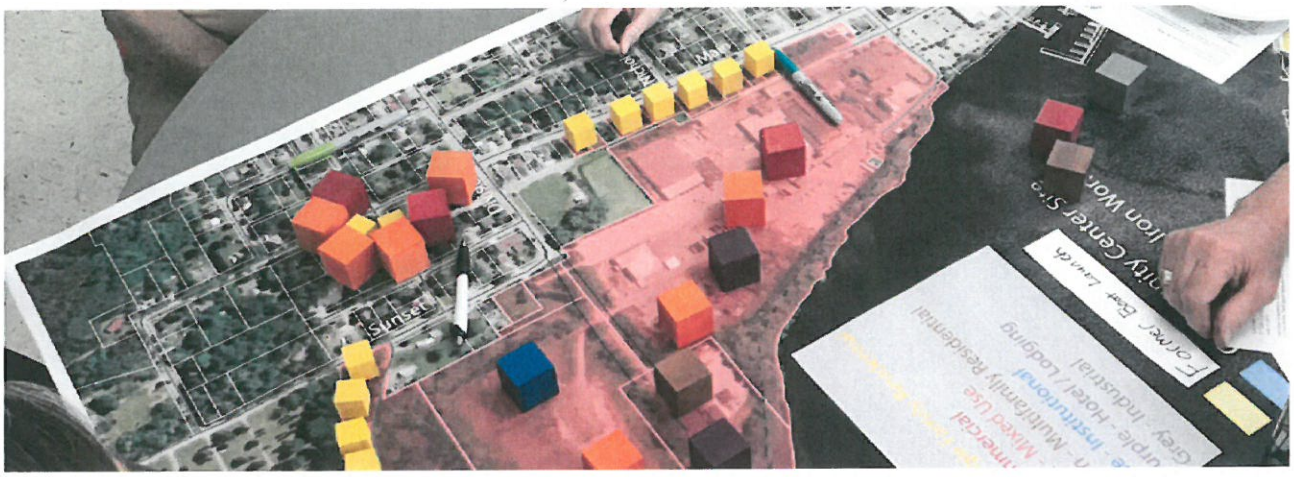
Peshawbestown Master Plan
Grand Traverse Band of Ottawa & Chippewa Indians | **2013**



Onekama Community Master Plan
Onekama, MI | **2010**



Other Michigan Association of Planning Awards



Design charrette for City of East Jordan Master Plan | City of East Jordan, Michigan

PLANNING EXCELLENCE AWARDS

Urban Design, 2024
Caledonia M-37 Corridor Sub-Area Plan
Caledonia Charter Township, MI

Economic Development & Planning, 2021
Comstock Center Place Plan for Redevelopment and Prosperity
Township of Comstock, MI

Public Outreach, 2021
City of East Jordan Master Plan
East Jordan, MI

Public Outreach, 2020
Sturgis Community Master Plan
Sturgis, MI

Economic Planning & Development, 2018
Project Rising Tide

URBAN DESIGN AWARDS

Urban Design, 2018
Jackson Downtown Streetscape
Jackson, MI

Urban Design, 2017
Jackson Blackman Park Expansion
Jackson, MI

HONOR AWARDS

Honor Award
Monroe Coastal Zone Management Plan
Monroe, MI

Honor Award
River Raisin Esplanade
Monroe, MI

Honor Award
"Michigan Social Erosion and Sedimentation Control Guidebook"
State of Michigan

Honor Award
"Housing for the Elderly Development Process"
Michigan State Development Authority

OTHER AWARDS

Best Practice Award, 2018
Planning for Resiliency in Michigan: A Comprehensive Handbook

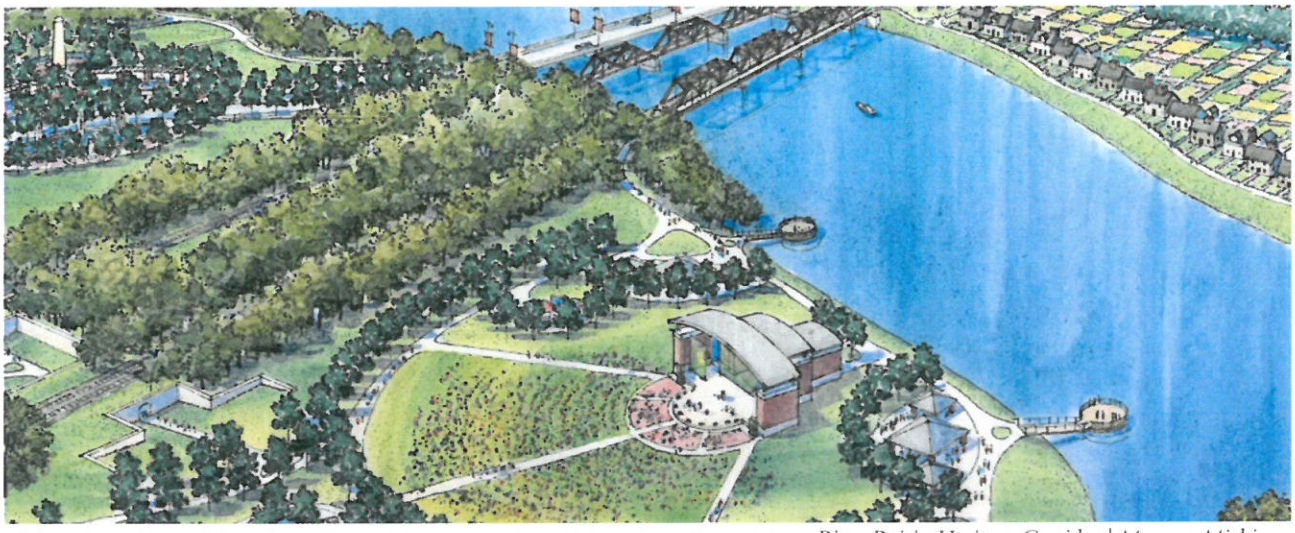
Implementation Award, 2016
Bear River Valley Recreation Area
Petoskey, MI

Innovation in Economic Planning & Development, 2015
Lakes to Land Regional Initiative: Food and Farm System Assessment

Innovation in Regional Planning, 2014
Lakes to Land Regional Planning Initiative

Onekama Joint Master Plan, 2012
Onekama, MI

Selected Recent Awards



River Raisin Heritage Corridor | Monroe, Michigan

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

Merit Award, Michigan Chapter, 2024, Planning
Mackinac Island Transportation Plan
Mackinac Island / Straits of Mackinac, Michigan

Design Honor Award, Michigan Chapter, 2023,
Michigan State University STEM Teaching & Learning Facility
East Lansing, Michigan

Merit Award, Michigan Chapter, 2017, General Design
Chicago Drive Corridor
Grandville, Michigan

Merit Award, Michigan Chapter, 2017, Planning & Analysis
Peshawbestown Community Master Plan
Peshawbestown, Michigan

Merit Award, Michigan Chapter, 2016, Landscape Architectural Design
Jackson Blackman Park Expansion,
Jackson, Michigan

Merit Award, Michigan Chapter, 2016, Landscape Architectural Sustainability
Wall Street East Parking Structure,
Ann Arbor, Michigan

Honor Award, Michigan Chapter, 2016, Landscape Architectural Sustainability
Marshbank Park
West Bloomfield Township, Michigan

Merit Award, Michigan Chapter, 2015, Landscape Architectural Design
Munger Graduate Residences,
University of Michigan
Ann Arbor, Michigan

Merit Award, Michigan Chapter, 2014, Historic Significance
Petoskey Bayfront Park
Petoskey, Michigan

Merit Award, Michigan Chapter, 2013, Planning & Analysis
River Raisin Heritage Corridor East Master Plan
Monroe, Michigan

Merit Award, Michigan Chapter, 2010
Outdoor Learning Center
Central Michigan University
Mt. Pleasant, Michigan

AMERICAN INSTITUTE OF ARCHITECTS

Achitectural Honor Award, Historic Rehabilitation Category - Detroit Chapter, 2023
University of Michigan School of Kinesiology Building
TMP Achitecture, Inc. & Ballinger
Ann Arbor, Michigan

Achitectural Honor Award, Building Category - Detroit Chapter, 2023
Michigan State University Billman Music Pavilion
TMP Achitecture, Inc. & Bora Architecture & Interiors
East Lansing, Michigan

Architectural Honor Award - Detroit Chapte, 2022
University of Michigan Dance Building
TMP Architecture, Inc. and Ballinger
Ann Arbor, Michigan

Building Award for New Construction, Addition or Renovation - Huron Valley Chapter, 2022
Clinton Macomb Public Library, North Branch
Quinn Evans Architects
Macomb, Michigan

Selected Recent Awards

MICHIGAN RECREATION & PARK ASSOCIATION

Design Award, Parks 2018
Petoskey Greenway, South Segment
Petoskey, Michigan

Design Award, Outstanding Facility 2017
Silver Lake State Park
Mears, Michigan

Landscape Design Award, 2014
White Lake Bloomer Park
White Lake Charter Township, Michigan

Outstanding Park Design Award, 2013
Argo Cascades
Ann Arbor, Michigan

Design Award, Landscape Design, 2011
Bear River Valley Recreation Area
City of Petoskey, Michigan

Landscape Design Award, 2011
Marshbank Park
West Bloomfield Township, Michigan

Landscape Design Award, 2010
Outdoor Learning Center
Central Michigan University
Mount Pleasant, Michigan

ENGINEERING NEWS-RECORD (ENR) MIDWEST

Award of Merit, Healthcare, 2024
Caro Psychiatric Hospital
Caro, Michigan

Award of Merit, Higher Education / Research, 2024
Western Michigan University
Kalamazoo, Michigan

THE CHICAGO ATHENAEUM

International Architecture Award, Honorable Mention, 2024
Western Michigan University
Kalamazoo, Michigan

IMAGIN (Improving Michigan's Access to Geographic Information Networks)

Innovation Award, 2018
Acme Township, Michigan

WASHTENAW CONTRACTORS ASSOCIATION

Pyramid Award, 2018
University of Michigan Art & Architecture A. Alfred Taubman Wing
Ann Arbor, Michigan

Pyramid Award
Skyline High School
Ann Arbor, Michigan

EDUCATION DESIGN SHOWCASE

Project of Distinction, 2017
Outstanding Design and Architecture
Lasch Family Golf Center,
Michigan State University
East Lansing, Michigan

NATIONAL TRUST FOR HISTORIC PRESERVATION

Richard H. Driehaus National Preservation Honor Award, 2014
McGregor Pool
Wayne State University
Detroit, Michigan

MICHIGAN HISTORIC PRESERVATION NETWORK

Government/Institution Award, 2016
River Raisin Heritage Corridor, East Master Plan
Monroe, Michigan

Cultural Landscape Award, 2014
McGregor Memorial Conference Center Reflecting Pool and Sculpture Garden for Contribution to Historic Preservation in Michigan
Wayne State University
Detroit, Michigan

GREAT LAKES PARK TRAINING INSTITUTE

Great Lakes Park, Facility, & Recreation Program Award, 2013
Marshbank Park
West Bloomfield Township, Michigan

OAKLAND COUNTY

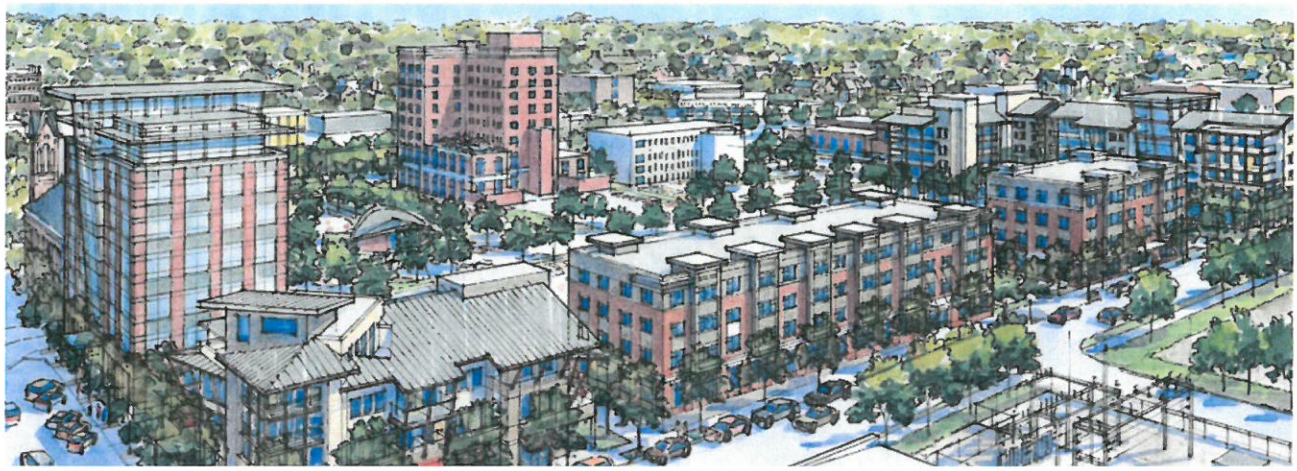
Oak Land Award, 2012
Marshbank Park
West Bloomfield Township, Michigan

PROGRESSIVE ARCHITECTURE AWARDS PROGRAM

Honor Award
"Michigan Soil Erosion & Sedimentation Control Guidebook"
State of Michigan

Honor Award
"Housing for the Elderly Development Process"
Michigan State Development Authority

Professional Affiliations & Organizations



Jackson Streetscape Master Plan | Jackson, Michigan

Beckett & Raeder, Inc. is staffed by registered professional engineers, landscape architects, community planners, and environmental and ecological professionals and has specialized training and maintains professional affiliation with the following:

ACCREDITATIONS

U.S. Green Building Council LEED Accredited Professionals
Form Based Code Institute (FBCI)
Congress for the New Urbanism Accreditation (CNU-A)

CERTIFICATIONS

Michigan Economic Development Association Certified Economic Development Professional
Certified Stormwater Operator
Housing Development Finance Professional (HDFP)
Project Management Boot Camp
PASER Road Rating
Planning and Zoning Instructor (MAP)
Certificate of Real Estate
Certified Playground Safety Inspector (CPSI)
American Institute of Certified Planners (AICP)
National Charrette Institute Certification (NCI)

REGISTRATIONS

Professional Registered Engineers
- State of Michigan (PE)
- State of Ohio (PE)

Professional Landscape Architects
- State of Michigan (PLA)
- State of Ohio (PLA)
- State of Illinois (PLA)
- State of Indiana (PLA)
- Council of Landscape Architects Registration Boards

Residential Builder License
- State of Michigan

SPECIALIZED TRAINING

EPA Brownfield Redevelopment
People, Places and Placemaking
Economics of Place
Neighborhoods, Streets and Connections
Form Planning and Regulation
Collaborative Public Involvement
Applied Placemaking
Complete Streets
Geographic Information Systems
FEMA ICS-100, IS-00029, EFS 15
FEMA ICS-200, IS-00700 (NIMS)
Green Roof Design
Charrette System Training (NCI)

ii.

Scope of Work

Scope of Work



River Raisin Heritage Corridor | Monroe, Michigan

UNDERSTANDING OF REQUEST

The Charlotte DDA is seeking a consultant to define the boundaries of the DDA and determine parcels that would be subject to tax capture and help prepare a Development Plan and Tax Increment Financing Plan that will meet the standards set forth in Act 57 of 2018. The plan will identify projects within the Charlotte DDA District and refine current projects to promote growth, encourage preservation, and prevent deterioration in the District.

Beckett and Raeder Inc. will prepare the Downtown Development Plan and Tax Increment Finance Plan which comply with Part 2, Downtown Development Authorities, of Michigan Public Act 57 of 2018, the Recodified Tax Increment Financing Act.

TASK 1: CONFIRMATION OF THE DDA BOUNDARIES AND PARCELS

This task will focus on the confirmation of the Charlotte DDA boundary and the determination of parcels should be included in the DDA District and DDA Development Area.

1. Review background information for the previous DDA plan and district.
2. Determine which parcels are in the District and determine the Base Year. This will be done in conjunction with the City Assessor.
3. Create a TIF Revenue Schedule that includes the district, the base year, and anticipated TIF revenue.

TASK 2: DOWNTOWN DEVELOPMENT PLAN

Part A: Discussion, Preparation, and Settlement of Recommended Projects

The primary objective of the Development Plan is to decide the type, scope, and costs associated with projects and programs identified by the DDA to sustain and strengthen the downtown. The activities listed below will occur throughout the drafting process to create feedback loops and ensure that all parties are on the same page during the creation of the project list. This information will be used to construct the development plan program and assess the impact of tax increment revenues.

DDA Board Kickoff Meeting

At this initial meeting, BRI will present to the Board an orientation on the role of Downtown Development Authority's and how a development plan and tax increment plan work together to advance revitalization efforts.

At this meeting we will also gather background on the Board's recent history and immediate priorities. We will review the plan process and assign roles as necessary. A single representative will be identified to serve as the primary contact to coordinate with BRI throughout the project. Information pertinent to the drafting of the plan will be exchanged, including:

- Property information on a parcel basis from City Tax records that list the Tax ID Number, Owner of Record, Address, and State Equalized valuation and Taxable Valuation by Class.
- Base map of the DDA Boundary and Development Area, if different.
- Description of the Development Area Boundaries.

Review of Past, Present and Future Projects

Meet with the City representatives to review past, present and future projects within the DDA Development Area district. This information is used to compile a list of anticipated projects that will be incorporated into the development plan.

Proposed Project List

Based on the findings of 1-2, above, as well as on the review of previous and concurrent planning documents, BRI will develop a list of proposed projects to be included in the Plan. The primary project contact will coordinate any necessary internal review of this list before it is disseminated to the Board and Council for prioritization.

Prioritization Survey

The DDA Board will be invited to take part in an internet-based survey to prioritize the proposed projects, and to offer additional commentary and refinement.

RRC Best Practice 1.2

Evaluate the Community Master Plan and Zoning Ordinance to ensure that there are provisions for mixed-use and pedestrian-oriented developments in the downtown area.

Planning Session

The DDA Board will review the results of the Prioritization Survey and refine the priorities as needed.

Scope of Work

Part B: Preparation of the Development Plan

The following are the elements of the Development Plan required by PA 57 of 2018 and will be represented in the Plan.

1. Designation of boundaries of the development plan in relation to highways, streets, streams, or otherwise.

2.Location of existing and designation of proposed

- Streets
- Public facilities
- Private uses
- Residential uses
- Recreational uses
- Commercial uses
- Industrial uses
- Educational uses

3. Description of the Development Area

4. Improvements to be made in the development area

- Description of proposed improvements
- Description of repairs or alterations
- Description of demolitions
- Estimated time for completion

5.Improvements proposed

- Location
- Extent
- Character
- Estimate of Probable Construction Costs
- Estimated time to complete

6. Construction

- Stages
- Time to complete

7. Description of parts of development area to be left open and contemplated use for that space.

8. Description of parts of Development Area

- Sold by DDA to municipality or vice versa, and proposed terms
- Donated by DDA to municipality or vice versa, and proposed terms
- Exchange by DDA with municipality, and proposed terms
- Leased by DDA to municipality vice versa, and proposed terms

9. Description of any desired

- Zoning changes
- Street level changes
- Street changes
- Intersection of changes
- Changes to utilities

10. Regarding properties to be sold by DDA

- Purchasers and beneficiaries
- Bidding procedures

11. Estimates of number of persons residing in development area

- How many being displaced, if required
- Income and racial composition of those being displaced, if required
- Statistical description of housing supply in community
- Number of public and private housing
- Units under construction
- Existing condition of housing supply
- Number of owner and renter occupied units
- Annual rate of turnover in various types of housing
- Estimate of total demand for housing in community
- Estimated capacity of public and private housing available to displaced families and individuals

12. Plan for establishing priority for relocation of displaced persons in new housing in the development area.

13. Provision for relocation costs in accordance with 42 USC 4601.

14. Plan for compliance with Act 227 of 1972

15. Other pertinent information.

TASK 3:TAX INCREMENT FINANCING PLAN

Part A: Forecast and Impacts

During the preparation of the Tax Increment Financing Plan we will meet, as necessary, with Board treasurer or representative; the City Assessor; and/or City Treasurer to discuss the forecasts and potential tax impacts associated with the plan.

Part B: Preparation of the Tax Increment Finance Plan

The following are the elements of the Tax Increment Finance Plan required by PA 57 of 2018 and will be represented in the Plan.

1. Detailed explanation of tax increment procedure

2. Maximum amount of bonded indebtedness

3. Duration of plan

4. Statement of amount captured assessed value being used by DDA

5. Statement of estimated impact on assessed values of all taxing jurisdictions in which the development area is located

6. Evidence of compliance with Section 215 of the TIF Act:

- Expenditure of tax increments must be for development program only
- Surplus funds revert to taxing units
- Tax increments may not be used to circumvent property tax limitations
- Duration of plan extends to payment in full of any bonds issued pledging tax increment revenues

7. Statement of the portion of captured value intended for use by the Authority

8. Method of excluding inflation from projections, if employed

III. Adoption of the Downtown Development and TIF Plans

Once the TIF and Development Renewal Plan has been developed by Beckett and Raeder Inc. for the Charlotte DDA, the DDA must pass a resolution adopting the Plan and requesting that City Council hold a public hearing on the Plan.

The City Council then passes a resolution setting a date for a public hearing on the Plan. The following posting and notification requirements must be met and documented:

Notice of the proposed plan shall be sent by certified mail to the governing body of each taxing jurisdiction subject to capture, and reasonable opportunity shall be provided for such jurisdictions to meet with the Board.

Notice of the public hearing shall be published twice in a newspaper of general circulation in the City: once not less than 20 days before the date of the hearing, and once within 20 days of the date of the hearing.

Notice shall be mailed to the property taxpayers of record in the proposed district not less than 20 days before the hearing.

Notice shall be posted in 20 conspicuous and public places in the downtown development district not less than 20 days before the hearing.

Notice of the hearing shall contain a description of the proposed development area in relation to highways, streets, streams and otherwise; and shall inform the public that the Plan is available for public inspection at a place designated in the notice and further that all aspects of the development plan will be open for discussion at the public hearing.

The City of Charlotte, following a public hearing, shall determine whether the Plan constitutes a public purpose. If they determine that the Plan constitutes a public purpose, the Plan would be adopted.

Scope of Work

Beckett & Raeder, Inc will provide the DDA and City with assistance during the adoption process.

At the conclusion of the project, BRI will deliver to the Charlotte DDA

» Five (5) bound copies of the adopted Plan

» A digital version of the Plan

» A summary presentation of the Plan



iii.

Proposed Fee

Proposed Fee

PROPOSED FEE:

$15,000

TIMELINE:

To be completed within 12 months of signed agreement

The Proposed Fee is based on our understanding of the scope of work outlined in the Request for Proposal. The fee and scope are subject to discussion and revision with the Client.

B R i
Beckett&Raeder

2024 Professional Service Fee and Structure

Beckett & Raeder, Inc. / BRI, Inc. is pleased to submit for consideration the following fees for professional services and time / material services:

AS REQUIRED BY CLIENT:

Partner	$165.00 Hour
Principal	$155.00 Hour
Senior Associate	$145.00 Hour
Senior Project Manager	$140.00 Hour
Senior Professional Engineer	$140.00 Hour
Associate	$135.00 Hour
Senior Project Professional/Landscape Architect/Planner	$130.00 Hour
Project Manager	$130.00 Hour
Professional Engineer	$130.00 Hour
Senior GIS Specialist	$120.00 Hour
Project Engineer (E.I.T.)	$115.00 Hour
Senior Project Site Representative	$110.00 Hour
Project Professional/Landscape Architect/Planner	$110.00 Hour
GIS Technician	$100.00 Hour
Resident Project Site Representative	$ 90.00 Hour
Computer Technician /CAD Technician	$ 90.00 Hour
Clerical	$ 75.00 Hour
Interns (non-degreed)	$ 65.00 Hour

Inspection Forms	At Cost
Printing and Duplicating	At Cost
Photography	At Cost
Postage / UPS / FedEx	At Cost
Permit Application Fees	At Cost
Site Plan Review Fees	At Cost
Travel Expenses (Airfare, Lodging, Meals, Fares, etc)	At Cost
Mileage	At Current Federal Rate

Note: Rates will be adjusted on the first of each year and billings will reflect the rates in effect at the time of services rendered

iv.

Consultant Personnel

BID TABULATION SHEET

CITY OF CHARLOTTE

PROJECT NAME:	DDA/TIF PLAN
PROJECT NO:	
BID ISSUES DATE:	10/16/2024
BID OPENING DATE/TIME:	11/12/2024 4:00 P.M.

NAME/ADDRESS OF BIDDER	TOTAL BID AMOUNT	LOWEST
BECKETT & RAEDER, INC.	$ 15,000.00	1
FLEIS & VANDENBRINK	$ 17,500.00	2

City of Charlotte, Michigan
Seeking Bids for a Downtown Development Authority
Strategic/Tax Increment Finance Plan

The City of Charlotte, Michigan is seeking sealed bids for the development of the **Downtown Development Authority Strategic/Tax Increment Finance Plan**. Please submit sealed bids to Mary LaRocque, City Clerk, City of Charlotte, Michigan, 111 E. Lawrence Avenue, by 4:00P on November 12, 2024. The sealed bid shall include the vendor's name, a not to exceed cost to provide the services, a sample contract to be requested if selected, and any other relevant information that addresses the scope of services. The scope of services includes coordinating with the Downtown Development Authority on identifying strategies and improvements to the Downtown, preparing a strategic plan with time frames and cost estimates on improvements, and preparing a tax increment finance plan and accompanying legislation. All vendors are encouraged to contact the City Manager's Office if planning on submitting a sealed bid. If you have any questions, please contact (517) 543-8850 or rhillard@charlottemi.org. The City of Charlotte, Michigan reserves the right to request clarification on bids if deemed non-comparable. Alternatively, the City Manager may reject all bids and seek new sealed, competitive bids solely at the discretion of the City of Charlotte, Michigan.

Mary LaRocque
City Clerk
111 E. Lawrence Avenue
City of Charlotte, Michigan 48813-9358
mlarocque@charlottemi.org
517-543-8843

Memo
To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: November 22, 2024
Re: Combs Industrial Park Engineering Services - OHM

Background
The City recently sought bids for professional services to evaluate green space development in the Combs Industrial Park. The scope of services includes developing a preliminary design for potential street and utility layouts, providing cost estimates on improvements, and providing services to apply for grants to fund the final project. The City received two bids for professional services, with the lowest bid coming from OHM in the amount of $11,250.

Financial Impact
The engineering services from OHM will cost the City $11,250. The 2024/25 Fiscal Budget provides a budget of $50,000.

Recommendation
Authorize the purchase of engineering services with OHM in the amount of $11,250.

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities

November 13, 2024

Rob Hillard
City Manager
City of Charlotte
111 E. Lawrence Avenue
Charlotte, Michigan 48813

RE: Proposal for Professional Services
Combs Industrial Park Engineering Services

Dear Rob:

Thank you for taking the time on October 30th to discuss this RFP. From our discussion, it is evident that the city is committed to advancing the development of the Samuel A. Combs Industrial Park—a key project that stands to drive new investment and job creation. As one of Michigan's few certified business parks, this development has the potential to significantly enhance the City's economic landscape, making it an even more attractive location for new businesses and expansions alike. Given its proximity to the I-69 corridor and Lansing's General Motors facilities, the park will offer highly desirable sites once the project is completed. We are sincerely grateful for the opportunity to submit a proposal to assist in the design of this pivotal development, which will be an essential part of the City's future growth and success.

Statement of Understanding

We understand that the land currently occupied by the industrial park was generously gifted to the city in the 1990s by a long-time resident who was deeply committed to the City's growth and prosperity. Building on this legacy, the city is now pursuing an expansion of the industrial park with the goal of attracting new businesses and fostering economic development.

The current request for proposals seeks to create preliminary layout designs for the remaining City-owned parcels within the park. This project involves high-level, conceptual planning based on readily available information. Should a selected design move forward, further detailed engineering work will be necessary to refine the plans for construction use.

We appreciate the City's vision in continuing to develop this important asset and welcome the opportunity to contribute to a project that aligns so closely with the City's long-term growth objectives.

Scope of Work

Our scope of work includes the tasks required to complete three (3) alternate designs for the industrial park. Specific tasks to complete this project are as follows:

Task 1 – Project Kickoff

Under this task, OHM will initiate the project and meet with the City of Charlotte representatives for a kickoff meeting to collect information and discuss project details. The goal of the Kickoff Meeting will be to examine further into the project elements listed in the project understanding and identify any of the known 'hot button' items.

- Once authorized to begin, our team will schedule a Project Kickoff Meeting with the City staff. A meeting agenda will be developed and upon meeting completion, meeting minutes will be prepared and distributed to attendees.
- OHM will prepare a draft project schedule to be discussed at the kickoff meeting.
- Review project limits and discuss City's desired goals of the project.

Deliverables:

Kickoff meeting agenda and minutes
Draft project schedule

Task 2 – Initial Concept Development

Under this task, OHM will perform a high-level review of the property and surrounding features including property lines, wetlands, county drains and any other significant land features. After this we will develop three (3) concepts for the expansion of the industrial park. Specific work efforts include:

- Submit a design miss dig ticket to acquire franchise utility information.
- Utilize public information to layout the property lines.
- Utilize publicly available information to layout the topography of the site.
- Review publicly available information to layout wetlands and county drain easements that are present on the site.
- Review publicly available information to identify any significant land features on the property.
- Create an existing condition drawing of the property and surrounding area.
- Based on the kickoff meeting and the above steps, we will develop three (3) concepts for the expansion of the park property and send them to the city for review.

Deliverables:

Three (3) draft concepts for industrial park expansion
Existing condition plan sheet

Task 3 – Final Concept Development
Under this task, OHM will take feedback given by the city from the previous task and move forward with conceptual design for the three (3) layouts. Specific work efforts are as follows:

- Make changes to any of the concepts based of comments from city staff.
- Create plan drawings for each of the concepts. These will be conceptual only and would require further survey and engineering work to be able to be issued for permitting and construction.
- Create an engineer's estimate for each of the concepts. These will be conceptual and subject to change in accordance with the survey and engineering work required to make the plans able to be issued for permitting and construction.
- Create a brief summary of the findings for each of the concepts to include a summary of items needed to be able to accomplish the plan.
- Submit final concepts, estimates and summaries to the city.
- Final Submittal meeting with city staff to review concepts.

Deliverables:

Three (3) plan sheets, one for each of the concepts
Three (3) engineer's estimates, one for each of the concepts
Three summaries of findings, one for each of the concepts
Existing conditions plan sheet for the property and surrounding area
Final submittal meeting agenda and minutes

Schedule

The following table outlines the task durations for major project milestones:

TASK	SCHEDULE
Task 1 – Project Kickoff	November/December 2024
Task 2 – Initial Concept Development	January/February 2025
Task 3 – Final Concept Development	March/April 2025

Potential schedule related items that may impact task durations are as follows:

- City Council approval
- Client review times

We are prepared to commence work on this project in November 2024, upon receipt of your written authorization to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis.

Phase/Task	Cost
PHASE 1 – Design Services	
Task 1 – Project Kickoff	$750
Task 2 – Initial Concept Development	$4,000
Task 3 – Final Concept Development	$6,500
Project total	**$11,250**

Notes:

1. The cost associated with each task assumes authorization and execution of all the tasks.
2. "**Hourly Fee**" represents the budget estimate for the Task (per the rates identified in our Hourly Rate Schedule). Budget estimate shall serve as a maximum. Any requested work beyond this fee must be approved by the City of Charlotte to proceed.

Clarifications and Assumptions

This Scope of Services was prepared based on the following assumptions:

- If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Charlotte. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Charlotte.
- Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of work, shall be considered additional services, and will be billed on an hourly basis upon agreement with the City of Charlotte.

Client Responsibilities

- The City of Charlotte will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions, and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at jarret.geering@ohm-advisors.com or at (269) 238-0547.

Sincerely,
OHM Advisors

Jarret Geering, PE
Project Manager

Attachments: Terms and Conditions
Standard Rate Schedule

cc: OHM File
Mike Dopp, PE, Senior Project Manager

City of Charlotte
Combs Industrial Park – Professional Engineering Services

Accepted By:_____

Title:_____

Date:_____

TERMS & CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.

2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
   a. Provide access to the project site to allow timely performance of the services.
   b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
   c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.

3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.

4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.

5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.

7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.

8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.

9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to $25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.

10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.

11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.

12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.

14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.

15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.

19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.

20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.

21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.

24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.

25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.

26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

OHM ADVISORS
2025 HOURLY RATE SCHEDULE

	Level				
Classification	I	II	III	IV	V
Professional Engineer	$160	$172	$186	$205	$215
Graduate Engineer	$140	$150	$154	$162	$175
Architect/Interior Designer	$110	$138	$165	$193	$220
Landscape Architect	$125	$130	$150	$ 165	$180
Planner	$115	$135	$160	$175	$185
Project Coordinator/Urban Designer	$85	$120	$130	$155	$175
Design Technician	$110	$128	$145	$163	$180
Technician	$105	$123	$140	$156	$165
Project Specialist	$135	$165	$195	$220	$235
Professional Surveyor	$150	$166	$180	$195	$210
Surveyor	$110	$126	$138	$153	$168

Classification	I	II	III
Administrative Support	$80	$105	$130
Technical Aide	$80	$85	$90
Subject Matter Expert	$235	$285	$360

Principal	$237

Rates as reflected subject to review and adjustment on an annual basis.
2025 Public Rates 24-0927 (MI OH Public)

BID TABULATION SHEET

CITY OF CHARLOTTE

PROJECT NAME:	Combs Industrial Park Street and Utility Design Services
PROJECT NO:	
BID ISSUES DATE:	10/15/2024
BID OPENING DATE/TIME:	11/13/2024 4:00 P.M.

NAME/ADDRESS OF BIDDER	TOTAL BID AMOUNT	LOWEST
Metro Consulting Assoc.	$ 14,525.00	2
OHM Advisors	$ 11,250.00	1

City of Charlotte, Michigan
Seeking Sealed Bids for Combs Industrial Park Street and Utility Design Services

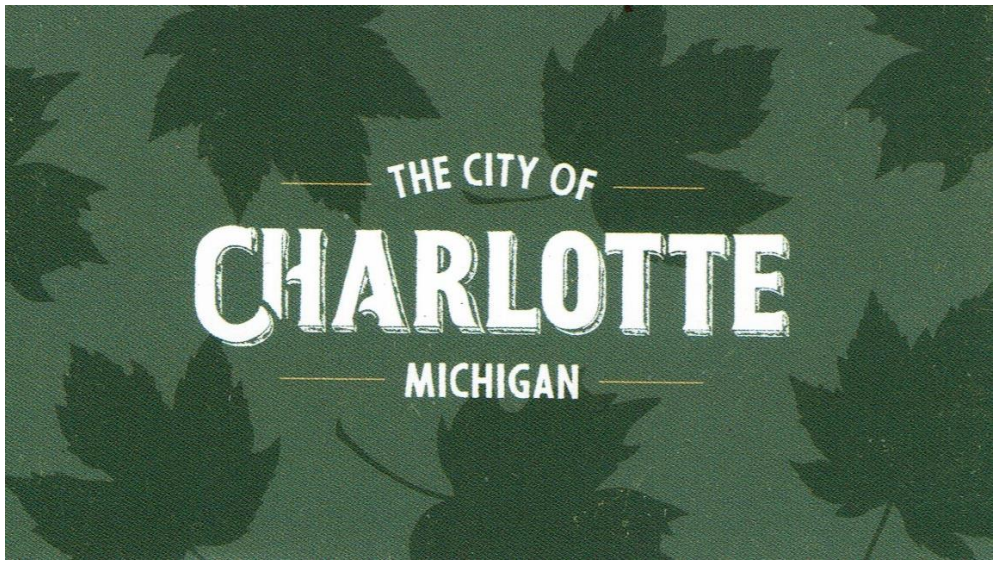
The City of Charlotte, Michigan is seeking sealed bids for **Combs Industrial Park Street and Utility Design Services.** Please submit sealed bids to Mary LaRocque, City Clerk, City of Charlotte, Michigan, 111 E. Lawrence Avenue, by 4:00P on November 13, 2024. The sealed bid shall include the vendor's name, a detailed not to exceed cost to provide the services, a sample contract to be requested if selected, and any other relevant information that addresses the scope of services.

The scope of services includes developing a preliminary design for potential street and utility layouts, providing cost estimates on improvements, and providing services to apply for grants to fund the final project.

All vendors are encouraged to contact the City Manager's Office if planning on submitting a sealed bid. If you have any questions, please contact (517) 543-8850 or rhillard@charlottemi.org.

The City of Charlotte, Michigan reserves the right to request clarification on bids if deemed non-comparable. Alternatively, the City Manager may reject all bids and seek new sealed, competitive bids solely at the discretion of the City of Charlotte, Michigan.

Mary LaRocque
City Clerk
111 E. Lawrence Avenue
City of Charlotte, Michigan 48813-9358
mlarocque@charlottemi.org
517-543-8843



CITY MANAGER ANNUAL REVIEW 2024-25

The annual review of the City Manager is intended to evaluate the performance and accomplishments of the City Manager over the preceding year, and to act as the basis for any potential compensation adjustments City Council might want to provide to the City Manager. The review should take place during the month prior to the City Manager's annual employment anniversary.

The 2024-2025 review will be based on the July 2024 "Framework" (revised 11/5/24) which is made up of priorities proven by the City Council. The City Manager will provide a monthly update during the second regularly scheduled City Council meeting using this form. It is understood that changes or deletion of priorities may occur. At the beginning of the 12th month of the City Manager's employment year, each Council member will be asked to provide an evaluation for each project by indicating "Meets Expectation", "Exceeds expectation", or "Needs Improvement", and submit their evaluation to the Performance Evaluation Committee. Evaluations will be signed and should be completed independently. All evaluations will be submitted to the evaluation committee for tabulation.

The evaluation committee will provide a Tabulation Summary Page to the Mayor for review and approval prior to the distribution to the City Manager and each member of the City Council. The committee will prepare a report for council members which will reflect the majority evaluation for each project listed. A meeting will be set for an oral evaluation based on written evaluations. This meeting will be closed session at the request of the City Manager.

After the oral evaluation, the Tabulation Summary, subject to changes by the Council at the evaluation, will be kept as a permanent record. The individual evaluations themselves will be destroyed.

Project Category	Project	Status	Anticipated Completion-Decision	Rating ("M," "E," "NI")
Fire Department	International Fire Code Review			
	Fire Agreement – Rural Fire Association Review			
	Zoning Ordinance Review			
	Code Enforcement/Rental Inspection Review			
	Ambulance Service Review			
	Food Truck Review			
	Building Inspection Program Review			
Finance /Clerk	Website Review			
	Communication Transparency Review			
	Finance/Clerk Office Review			
	Council Chamber Communication Review			
	MERS Retirement Program Review			
	Special Assessment District Review			

Project Category	Project	Status	Anticipated Completion-Decision	Rating ("M," "E," "NI")
Public Works	Street Maintenance Program Review			
	Downtown Truck Traffic Review			
	Intergovernmental Multi-use Path Connector Review			
	Information Technology Organization Review			
	Airport Improvements Review			
	Oak Park Review			
	Walnut Street Review			
	Safe Routes to School Review			
	Parks Master Plan			
	Street Light Program Review			
	Tree Maintenance Policy Review			
	Downtown Sidewalk Snow Removal Review			
	Public Works Organization Review			
	Bennett Park Area Review			
	Capital Improvement Plan			
	Sidewalk Snow Removal Review			
	Charlotte Area Recycling by-law Review			
Police	Lincoln Street Traffic Review (Classification & Truck Traffic)			
	Downtown Parking Program Review			
	High Street Traffic Review			
	Overnight Street Parking Review			

Project Category	Project	Status	Anticipated Completion-Decision	Rating ("M," "E," "NI")
Communty Development	Economic Development/ Planning Organization Review			
	Lansing Street/Road Business District Review			
	City Gateway Enhancement Review			
	Downtown Development Authority Strategic/Tax Increment Finance Plan			
	Combs Industrial Park Review			
	Downtown Social District Review			
	Housing Initiatives Review			
	Community Master Plan			
Budget	Plans and prepares the annual budget with the input of the City Council with documentation and full explanation of the annual budget			
	Administers the adopted budget within the framework of the approved revenues and expenditures			

Project Category	Project	Status	Anticipated Completion-Decision	Rating ("M," "E," "NI")
Communications	Maintains communication with governmental jurisdictions in area of service that improves or enhances City programs			
	Initiates communication with other governmental entities or outside parties, which the City may be involved with			
	Attends and relays appropriate information from current intergovernmental agreement meetings to the City Council			
	Establishes and maintains an image of the City to the community that represents service, enthusiasm, and professionalism			
	Establishes and maintains a liaison with private organizations, service groups, or individuals involved in areas of concern that relate to the service or activities of the City			
	Maintains effective communication, both verbal and written with the City Council			
Project Category	**Project**	**Status**	**Anticipated Completion-Decision**	**Rating ("M," "E," "NI")**

	Provides information needed for City Council action in a timely manner			
	Provides the City Council with all perspectives of an issue and provides a recommendation and reason to support that recommendation			

CHARLOTTE
Michigan

DOWNTOWN RESIDENTIAL OVERNIGHT PARKING PROGRAM

A. Welcome!

You're part of a unique group, and we're glad you've chosen downtown Charlotte as your home. Our goal is to make downtown overnight parking as convenient as possible for residents.

If you have any questions about the content of this brochure, please call the Charlotte City Hall at 543-2750 or if you have an enforcement concern, please contact Police Department at 543-1552.

B. Overnight Parking

1. Downtown overnight parking registration must be completed at the Charlotte City Hall located at 111 E. Lawrence Avenue.

2. New applicants must provide:

   - Proof of vehicle registration
   - Proof of residence in downtown district
   - Contact number for residence landlord

   Permits are non-transferable.

   A permit is valid only for the dates indicated on the permit sticker.

3. The permit sticker shall be displayed on the rear window of the registered vehicle in the lower corner of the driver's side.

4. Maximum of two permits per apartment.

C. Designated Lot Areas

Between the hours of 2 am and 5 am, permit holders must park their vehicles in **designated** residential parking spaces in the specified lots. For your convenience, these spaces are reserved for permit holders only from 8 pm to 10 am.

D. Fees, Fines & Enforcement

1. Fees

   Fees for overnight parking are as follows:

   - $30 for a 6 month non-refundable permit.
   - Permit stickers expire April 30 and October 31 each year.
   - Permits can be purchased at City Hall Monday through Friday from 9am-1pm and 2pm-4pm excluding holidays.

2. Overnight Visitor Parking

   Downtown residential overnight permit holders are encouraged to share our City with their visitors.

   - One visitor permit is available per apartment.
   - The fees and expiration dates for the visitor pass are the same as resident parking passes. This permit is transferable.
   - This pass enables your visitors to park in a designated public parking space in any of the specified lots.

3. Enforcement

   The Charlotte Police Department will be responsible for enforcing these rules and regulations.

   All citation inquiries must be directed to the Charlotte Police Department at 111 East Lawrence Ave. or by telephone at 543-1552.

   Fines will be levied for private parking areas, handicap parking, or overnight parking in public parking lots.

   Any motor vehicle remaining in a parking space for 48 continuous hours may be deemed abandoned and subject to impoundment pursuant to City Ordinance.

   City of Charlotte may deny renewal of a permit to an applicant for non-compliance with the provisions of the Code of Ordinances of the City of Charlotte.

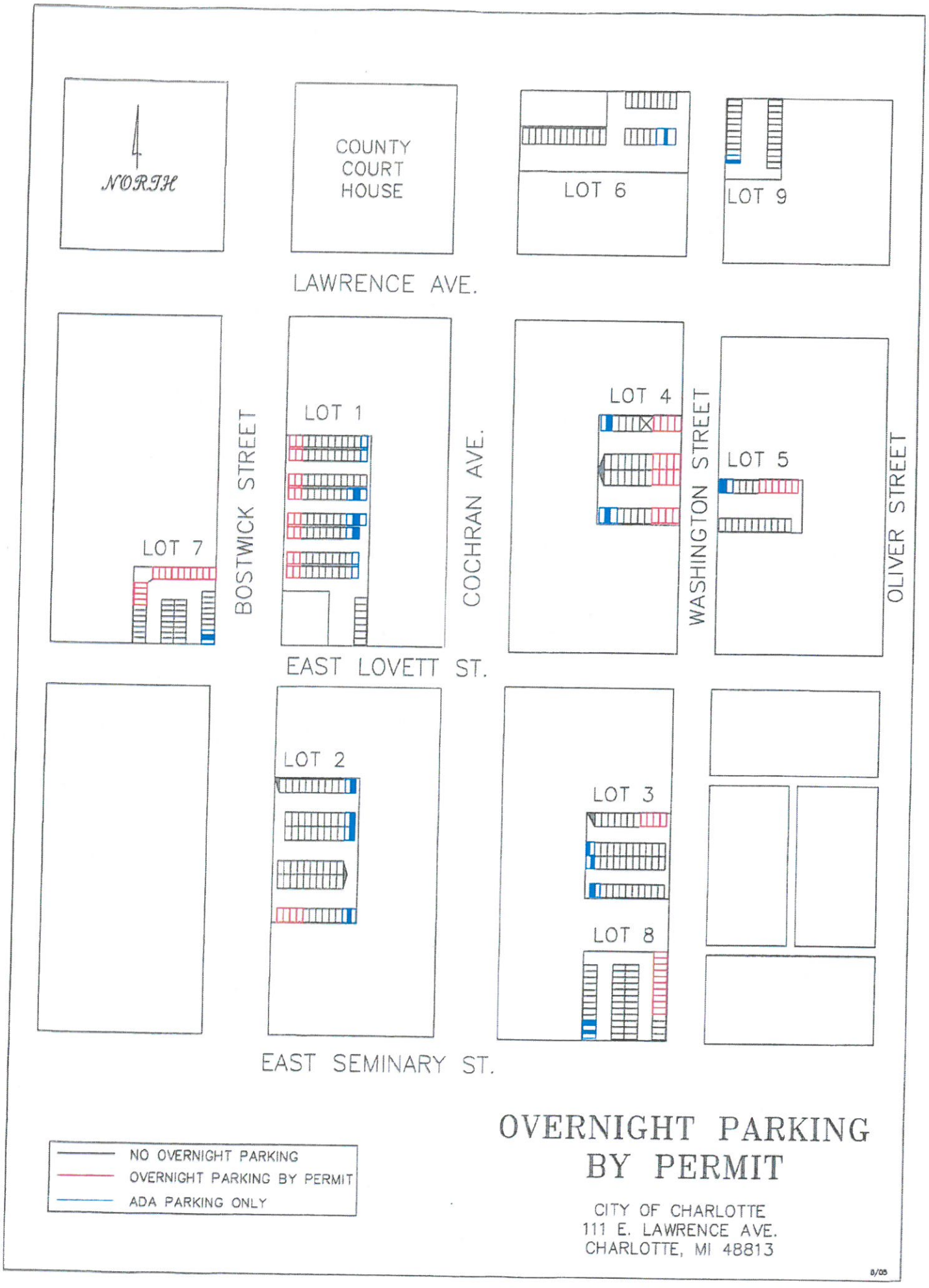
E. Serving Our Downtown Residents

Your cooperation and support is essential to the success of the overnight parking program.

Our brochure map is easy to read and interpret, so please take a few minutes to familiarize yourself with the designated parking spaces. Again, thank you for making downtown your home.

Questions? Call 517-543-2750
Enforcement Concerns?
Call 517-543-1552

Rev. 11-14



OVERNIGHT PARKING BY PERMIT

CITY OF CHARLOTTE
111 E. LAWRENCE AVE.
CHARLOTTE, MI 48813

8/05

City of
CHARLOTTE
Michigan

CITY OF CHARLOTTE
DOWNTOWN RESIDENTIAL OVERNIGHT PARKING PERMIT APPLICATION

Application for:
_____May 1 through October 31, 20___
_____November 1 through April 30, 20___

Applicant Information: *PLEASE PRINT*

Full Name:_____

Address: _____ Apt.#:_____

Telephone #/Daytime:_____ Evening:_____

Date of Application: _____

Name of Landlord: _____

Landlord Telephone Number: _____

Vehicle Information:

License Plate #: _____ State:_____

Make: _____ Model: _____

Year: _____ Color: _____

Visitor's Parking Permit Issued: _____ Yes _____ No

I have received and read a copy of the Downtown Residential Overnight Parking Brochure, which details rules and regulations for overnight parking. I affirm that the information provided on this form is true and accurate to the best of my knowledge.
Questions and comments regarding tickets must be brought to the Charlotte Police Department, 111 E. Lawrence Avenue, (517)543-1552, Monday through Friday between 8:00 AM and 5:00 PM.

Signature of Applicant: _____ Date: _____
Return completed form to the City of Charlotte Clerk's Office, 111 E. Lawrence Ave.

THE CITY OF
CHARLOTTE
MICHIGAN

Visitors Permit

Permit #_____Expires: _____

THE CITY OF
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MICHIGAN

Visitors Permit

Permit #_____Expires: _____