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, September 09, 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/81456852316
One tap mobile: +16465588656,,81456852316#
Telephone: (312) 626-6799 Webinar ID: 814 5685 2316

1. **Call to Order**

2. **Roll Call**

3. **Invocation – Pete Kroll - First Baptist Church**

4. **Pledge of Allegiance**

5. **Approval of Minutes**
    a. August 26, 2024 Regular Council Meeting

6. **Absence of Council Members**

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

8. **Approval of Agenda**

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

10. **Consent Agenda**
    a. Approval of Claims and Expenditures totaling $431,991.44
    b. Approval of Mayoral appointment

11. **Business Agenda**
    a. Consider approval of Resolution 2024-31 Code Enforcement and Rental Inspector Official Appointments

b. Consider approval of Letter of Agreement with International Assn. of Fire Fighters (IAFF)
c. Consider approval of Eaton Area Emergency Medical Services Contract Amendment
d. Consider approval of CDBG grant agreement between MSHDA and the City of Charlotte
e. Consider approval of sole source purchase of Flock Safety cameras
f. Consider approval of Resolution 2024-32 street closures for the Charlotte High School Homecoming parade
g. Consider approval of Resolution 2024-33 street closures and no parking areas for the Charlotte Chamber of Commerce The Almost Midnight Madness Downtown Trick or Treating Event
h. Consider approval of Needful Things request for a food truck October 5, 2024
i. Consider approval of Charlotte Area CROP Walk request for a food truck at Bennett Park Pavillion on October 6, 2024
j. Discussion on Council members contacting the city attorney with questions

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

13. Staff Comments

14. Mayor and Council Comments

15. Adjourn

~Mary LaRocque, City Clerk

ADDRESSING THE CITY COUNCIL

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

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Regular Council Meeting 7:00 p.m.
August 26, 2024

CALL TO ORDER:

By Mayor Lewis on Monday August 26, 2024 at 7:00 p.m.

ROLL CALL:

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

City staff in attendance; City Clerk LaRocque, City Manager Robert Hillard.

INVOCATION:

Dwight Ezop, St. Mary's Catholic Church – absent

PLEDGE OF ALLEGIANCE:

Led by Lewis

APPROVAL OF MINUTES:

a. August 12, 2024 Workshop Council Meeting Minutes 6:30 pm

Motion by Chin supported by Scott to approve the August 12, 2024 Workshop Council Meeting Minutes. Carried; Yea 6; Nay 0; Absent 1

b. August 12, 2024 Regular Council Meeting Minutes 7:00 pm

Motion by Chin supported by Scott to approve the August 12, 2024 Regular Council Meeting Minutes. Carried; Yea 6; Nay 0; Absent 1

ABSENCE OF COUNCIL MEMBERS:

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

PUBLIC HEARING:

a. Ordinance 2024-01, To amend City Code Section 38-2 "Alcoholic Beverages", Section 6-3, "Consumption in Public", and Section 6-4, "Uncapped Containers" to allow for alcoholic beverages in areas designated in the social district as permitted under state law and the city social district plan and to provide an effective date hereof.

Annie Williams – resident and Executive Director of CharlotteRising. She expressed support for the ordinance amendment and reports that 4 of the 5 businesses eligible to participate in the Social District should have their Resolutions ready for approval at the next regular Council meeting.. She briefly reviewed the updates to the Social District sign design, locations, and map included in this council packet, highlighting the changes in color and design.

PUBLIC COMMENT:

Elena Reed – resident. Referring to her enclosed letter to the Council detailing a high-speed accident in her front yard, she urged the Council to seriously consider implementing traffic control on High Street.

Nicole Christensen – resident and County Commissioner District 12 candidate. She commented on the Eaton County Tax Limitation Alteration Proposal set to appear on the November 2024 ballot. She encouraged residents to visit the County's website for more details, including access to a Tax Mill Rate

Calculator to estimate the potential millage amount applicable to their property. She emphasized the importance of residents considering the additional cost versus the potential overwhelming loss of services provided by the County should the millage fail to pass.

John Laupp – resident. Regarding the downtown outdoor café policy, he raised concerns about the requirement for a 7-foot unobstructed walkway, particularly in relation to permanent structures such as trees. He pointed out that individuals with limited sight abilities would face significant challenges navigating through any obstruction narrower than 7 feet.

Kristi Reynolds – Executive Director of the Library. She updated the council on Library developments, including a new sign, fresh paint, and exterior cleaning. She also mentioned upcoming events such as the 130th Anniversary celebration and the designation of September as Library Sign-Up Month. She expressed pleasure at attending the meeting and connecting faces with names she has been corresponding with.

Anthony Rodriguez – Resident and Council member (via ZOOM) He is feeling better, but that can change any moment, He submitted his DDA report through the Mayor. Questions about the Master Plan and CharlotteRising submitted to Chin, he will continue watching via Zoom.

APPROVAL OF AGENDA:

Lewis requested the addition of item j Oddities Festival barrier placement to the Business Agenda.

Motion by Chin supported by Duweck to add item j Oddities Festival barrier placement to the Business Agenda. Carried; Yea 6; Nay 0; Absent 1

Motion by Chin supported by Scott to approve the agenda as amended. Carried; Yea 6; Nay 0; Absent 1

COMMUNICATIONS AND COMMITTEE REPORTS:

a. City Manager Report

Hillard reviewed his written report including the framework document and responded to council questions and clarifications about a review of the employee retirement benefits, prioritizing maintenance and repair of the streets and meeting the pension funding goals as mandated by the State. Hillard was commended for his progress thus far in his first 90 days.

b. Letter to the Council from resident Elena Reed

Mayor Lewis assured Ms. Reed the Council shares the concerns with High St. and it is on the radar.

c. Councilmember Committee Reports

Christensen – Planning Commission – Master Plan was presented and recommended to the Council for approval to move forward as presented on the agenda tonight.

CONSENT AGENDA:

a. Approval of Claims and Expenditures totaling $848,185.24

Motion by Chin and supported by Duweck to approve the consent agenda item a. Carried; Yea 6 Nay 0; Absent 1

BUSINESS AGENDA:

a. Second reading and consider approval of Ordinance 2024-01, To amend City Code Section 38-2 “Alcoholic Beverages”, Section 6-3, “Consumption in Public”, and Section 6-4, “Uncapped Containers” to allow for alcoholic beverages in areas designated in the social district as permitted under state law and the city social district plan and to provide an effective date hereof.

Motion by Fullerton supported by Christensen to approve Ordinance 2024-01, To amend City Code Section 38-2 "Alcoholic Beverages", Section 6-3, "Consumption in Public", and Section 6-4, "Uncapped Containers" to allow for alcoholic beverages in areas designated in the social district as permitted under state law and the city social district plan and to provide an effective date hereof. Carried by roll call vote; Yea 5; Nay 1 (Chin); Absent 1

b. Consider approval of Resolution 2024-28 Recommending the Distribution of the City of Charlotte Community Master Plan.

Motion by Duweck supported by Chin to approve Resolution 2024-28 Recommending the Distribution of the City of Charlotte Community Master Plan. Carried. Yea 6; Nay 0; Absent 1

c. Consider approval of Resolution 2024-29 To support a fixed tax limitation millage for Eaton County in the November 5, 2024 election

Motion by Christensen supported by Chin. Failed by roll call vote; Yea 2 – Chin, Christensen; Nay 4 – Scott, Lewis, Duweck, Fullerton, Absent 1 - Rodriguez

d. Consider approval of Resolution 2024-30 To regulate the establishment of outdoor Café's in the Central Business District.

Motion by Fullerton supported by Scott **to amend** Resolution 2024-30 to remove "MDOT" and replace with "City Zoning Administrator" in line number 9. Carried. Yea 6; Nay 0; Absent 1

Motion by Chin supported by Christensen to approve Resolution 2024-30 To regulate the establishment of outdoor Café's in the Central Business District, as amended. Carried by roll call vote; Yea 6; Nay 0; Absent 1

e. Consider approval of CharlotteRising service contract

Motion by Fullerton supported by Chin to amend CharlotteRising service contract Section 4 paragraphs 1, 2 and 3 with replacing the given dates respectively as follows: para.1 - July 1, 2023 to June 30, 2024; para. 2 - July 1, 2024 to June 30, 2025; para. 3 - July 1 2025 to June 30, 2026. Carried. Yea 6; Nay 0; Absent 1

Motion by Chin supported by Scott to approve CharlotteRising service contract, as amended. Carried by roll call vote. Yea 5; Nay 1 - Christensen; Absent 1

f. Consider approval of the Social District sign design, signage locations, and Social District signage map.

Motion by Chin supported by Scott to approve the Social District sign design, signage locations, and Social District signage map. Carried. Yea 6; Nay 0; Absent 1

g. Consider approval of annual purchases authorization for Windemuller

Motion by Duweck supported by Scott to approve the annual purchases authorization for Windemuller. Carried by roll call vote; Yea 5; Nay 1 - Chin; Absent 1

h. Consider approval of Airport Capital Improvement Program

Motion by Fullerton supported by Scott to approve the Airport Capital Improvement Program. Carried; Yea 6; Nay 0; Absent 1

i. Consider approval of annual purchases authorization for AVfuel

Motion by Scott supported by Fullerton to approve annual purchases authorization for AVfuel. Carried by roll call vote; Yea 5; Nay 1 – Chin; Absent 1

j. Consider approval of barricade placement for Oddities Festival

Motion by Scott supported by Duweck to approve the placement of barricades at the following intersections; Harris/Cochran; Harris/Bostwick; Harris/Lawrence; Bostwick/Harris for the Oddities Festival August 30 and 31, 2024. Carried; Yea 6; Nay 0; Absent 1

PUBLIC COMMENT:

Elena Reed, resident. Thanked council for considering safety measures on High St. and noted another traffic control method other than a stop sign may be needed.

Annie Williams, resident, Exec. Dir. CharlotteRising. Thanked Council for their support and excited for the upcoming Shadow Season in Sept/Oct with events planned for every weekend.

Rodriguez, Council member, expressed concern with decisions he feels were made in opposition to the purchasing policy.

STAFF COMMENTS:

No comments

MAYOR AND COUNCIL COMMENTS:

Scott – no office hours tomorrow, working with Chin on downtown parking issues.

Chin – looking for flexibility in the permits for downtown parking to be more accommodating to VRBO's. Residents on High St. have some residual issues with lawn restoration from the Safe Routes to School vendor, he wishes to see the contract to review this further. Would like to get moving on the City Manager performance evaluation. Inquired about the process for installing a stop sign on High St. (Hillary – need data and evaluation to determine most appropriate traffic measure, then a traffic control order approved by the Council. He is currently working with the DPW engineer and Police Chief on this matter.)

Christensen – need volunteers on boards and commissions. Spoke with residents who have reported that they are happy with their engagement with Mr. Hillard.

Duweck – Would like clarification on the duty to vote. He was not comfortable with being required to vote down a measure rather than entering a "present" vote. The traffic control on High St. has been discussed for a few years now, hopefully will be resolved soon. He will likely ask for closer compliance to the purchasing policy in regards to sole sourcing in future matters. (Hillard – We are small city that needs flexibility to get stuff done. Dept. Heads are very conscience with spending. This policy needs assistance for its practical implementation, and he will be evaluating the policy).

Christensen offered the answer regarding the duty to vote (quoting the document "Rules of procedure for municipal councils" Michigan Municipal League, Michigan Municipal Review, April, 2001, Section D, Item 5 Duty to vote); "Election to a deliberative body carries with it the obligation to vote. Council members present at a council meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law. A council member who is present and abstains or does not respond to a roll call vote shall be counted as voting with the prevailing side and shall be so recorded, unless otherwise excused or prohibited by law from voting".

ADJOURN:

Motion by Christensen supported by Scott to adjourn the meeting at 9:15 p.m. Carried; Yea 6; Nay 0; Absent 1

Respectfully submitted,
Mary LaRocque, City Clerk

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

MEMORANDUM

TO: Charlotte City Council

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

RE: CITY ATTORNEY REPORT – August 2024 Through September 6, 2024

DATE: September 6, 2024

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

1. Collective Bargaining. Continued work with Karen Lancaster regarding collective bargaining. City-SEIU Union representatives reviewing final 2024-2027 collective bargaining agreement.

2. Social District. Continue work with City officials for implementation of the Social District and CharlotteRising Agreement revisions.

3. Ordinances:

   a. Ordinance prepared for introduction to allow Social District participation in Timepiece Park, an ordinance to amend City Code sections § 38-2 ALCOHOLIC BEVERAGES, § 6-3 CONSUMPTION IN PUBLIC and § 6-4 UNCAPPED CONTAINERS.
   b. Under revision for introduction: Cannabis Overlay Ordinance and code sections under review for amendment to clarify or remove special land use.
   c. Under consideration is an Ordinance to adopt 2021 International Fire Code to coordinate with the City's adoption of the 2021 Internation Property Maintenance Code.

4. District Court. Prosecute misdemeanor offenses.

5. Code Enforcement. Continued work with Mr. Hillard regarding City official appointments and system revisions.

6. HUD cases 05-23-0013-V, 05-23-0013-8, 05-23-5410-V. Continued negotiations with HUD officials toward resolution.

7. Communications with City Manager, Chief of Police, Clerk regarding operations.

DMR

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: September 04,, 2024
Re: Claims and Expenditures for Council approval on Monday September 09, 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 August 26, 2024	$ 179.00
HRA Insurance Claims week of September 02, 2024	$ 0.00
Payroll paid Friday September 06, 2024	$229,062.25
Invoiced claims as of September 04, 2024	$202,750.19
Total	**$431,991.44**

Suggested Motion

Motion to approve Claims and Expenditures in the amount of **$431,991.44**

Vendor Code	Vendor Name / Invoice	Description	Amount
01675	AIRGAS USA LLC		
	9152405467	TORCH GAUGE	119.87
TOTAL FOR: AIRGAS USA LLC			119.87
01673	ALEXANDER CHEMICAL CO		
	85345	FERRIC CHLORIDE	10,852.67
TOTAL FOR: ALEXANDER CHEMICAL CO			10,852.67
01764	AMAZON CAPITAL SERVICES		
	133G-TN64-G76R	ACCOUNT # A264N6SLCWDWHU (REPORT COVERS)	66.54
	19T6-4K1M-NG33	ACCOUNT # A264N6SLCWDWHU (SUPPLIES FOR INSPECTOR VEHICLE)	25.49
	1GJQ-3VTT-PJG4	ACCOUNT # A264N6SLCWDWHU (SUPPLIES FOR INSPECTOR VEHICLE)	186.34
	1QY1-HKNC-NYYC	ACCOUNT # A264N6SLCWDWHU (CODE ENFORCEMENT EQUIPMENT)	527.44
	1X7P-MYDW-GHDQ	ACCOUNT # A264N6SLCWDWHU (SUPPLIES FOR CLEANING BUILDING)	135.99
TOTAL FOR: AMAZON CAPITAL SERVICES			941.80
02036	AMAZON CAPITAL SERVICES		
	1461-KVRR-RNQW	ACCT # A1K517P63NLQUT(POLICE) PLASTIC CUTLERY	14.84
	1CFK-H946-1VCX	ACCT # A1K517P63NLQUT(POLICE) OTTERBOX PHONE CASE	38.59
	1QHF-TMVH-3VX1	ACCT # A1K517P63NLQUT(POLICE) OTTER BOX	27.96
	1QXV-CGNT-4LJ1	ACCT # A1K517P63NLQUT(POLICE) WALL CALENDARS	89.20
	1T64-9WNJ-WHT1	ACCT # A1K517P63NLQUT(POLICE) PAPER PLATES, PLASTIC SILVERWARE	43.92
TOTAL FOR: AMAZON CAPITAL SERVICES			214.51
01665	AMBS MESSAGE CENTER INC.		
	240800280	ANSWERING SERVICE	119.74
TOTAL FOR: AMBS MESSAGE CENTER INC.			119.74
01635	AT&T LONG DISTANCE		
	517543228808.8	AIRPORT MODEM LINE (JULY 14 - AUGUST 13, 2024)	173.07
	517543839608.8	CITY HALL MAIN LINE (JULY 14- AUGUST 13, 2024)	306.82
	517543887408.8	DPW CALLOUT (JULY 14 - AUGUST 13, 2024)	48.38
TOTAL FOR: AT&T LONG DISTANCE			528.27
01630	AUTO GEM DISTRIBUTING		
	12792	CLEANING SUPPLIES	286.70
TOTAL FOR: AUTO GEM DISTRIBUTING			286.70
01602	BEAVER RESEARCH COMPANY		
	0374698-IN	FOAMING DEGREASER	730.63
TOTAL FOR: BEAVER RESEARCH COMPANY			730.63
01993	BERGER CHEVROLET		
	309968	POLICE VEHICLES	51,997.00
TOTAL FOR: BERGER CHEVROLET			51,997.00

Vendor Code	Vendor Name / Invoice	Description	Amount
01921	BLUESTONE PSYCH		
	4508	EVALUATION , POST- COE (POST CONDITIONAL OFF OF EMPLOYMENT)	495.00
TOTAL FOR: BLUESTONE PSYCH			495.00
01576	BOUND TREE		
	85458856	MEDICAL SUPPLIES	857.99
TOTAL FOR: BOUND TREE			857.99
01555	BYRUM ACE HARDWARE		
	389435	PLUMBING REPAIR SUPPLIES	154.15
	389976	CONCRETE	17.98
	389978	CONCRETE	8.09
	389998	HOSE	109.99
	390027	TIRE W/TUBE	24.99
	390122	CONCRETE	44.95
	390154	CITY HALL MAINTENANCE	117.01
	390566	HOSE CLAMP	2.99
	390611	PARTS FOR CITY HALL MAINTENANCE	37.68
	390917	CITY HALL MAINTENANCE	224.93
	391135	CUTOFF WHEELS	9.18
	391138	AUGER	35.99
	391531	FEMALE DISC	16.99
	391563	WINDOW CLEANER	17.99
	391620	LIBMAN LONG HANDLE FLOOR SCRUBBER	13.99
	391624	BRASS HOSE SHUTOFF, COUPLER, MARINE /RV HOSE	102.56
TOTAL FOR: BYRUM ACE HARDWARE			939.46
01882	CALEDONIA FARMERS ELEVATOR		
	445538	TIRE REPAIR	107.95
TOTAL FOR: CALEDONIA FARMERS ELEVATOR			107.95
01548	CANDY FORD, INC.		
	41594	OIL CHANGE & ALIGNMENT INSPECTORS VEHICLE	231.55
TOTAL FOR: CANDY FORD, INC.			231.55
01954	CAPITAL CITY JANITORIAL LLC		
	1731	CONTRACTUAL CLEANING MONTH OF: AUGUST	633.78
TOTAL FOR: CAPITAL CITY JANITORIAL LLC			633.78
01512	CHARLOTTE LITHOGRAPH		
	130995	FIRE PREVENTION FLYERS	279.00
TOTAL FOR: CHARLOTTE LITHOGRAPH			279.00
01491	CLIA LABORATORY		
	23D2125433.8	CLIA MEDICAL CERTIFICATE	248.00
TOTAL FOR: CLIA LABORATORY			248.00
01486	CONSULTANTS ON CALL, LLC		
	2024-20333	MANAGED SERVICES	2,800.00
TOTAL FOR: CONSULTANTS ON CALL, LLC			2,800.00
01909	CORRIGAN ENVIRONMENTAL SOLUTIONS		
	0006595-IN	DUST CONTROL BULK BRINE	2,015.00
TOTAL FOR: CORRIGAN ENVIRONMENTAL SOLUTIONS			2,015.00

Vendor Code	Vendor Name / Invoice	Description	Amount
01397	COUNTY OF EATON		
	2024-00000018	GIS MAPS FOR BSA	416.00
TOTAL FOR: COUNTY OF EATON			416.00
MISC	DILNO, JORDAN M		
	09/04/2024	UB refund for account: 09584 *UB refund for account: 09584	67.05
TOTAL FOR: DILNO, JORDAN M			67.05
01414	DORNBOS SIGN & SAFETY INC.		
	INV77589	CITY TRUCK DECALS	157.50
	INV77852	DECALS SNORKEL	25.00
TOTAL FOR: DORNBOS SIGN & SAFETY INC.			182.50
01392	EATON CUSTOM SEWING		
	1799	REPAIR RADIO HOLSTER	25.00
TOTAL FOR: EATON CUSTOM SEWING			25.00
01375	ELHORN ENGINEERING COMPANY		
	303368	PHOSPHATE- WELLS	4,417.00
TOTAL FOR: ELHORN ENGINEERING COMPANY			4,417.00
01365	ETNA SUPPLY		
	S105836799.001	2" METER	2,530.00
	S105837252.001	TOUCHPADS	350.00
TOTAL FOR: ETNA SUPPLY			2,880.00
00538	EXOTIC AUTOMATION & SUPPLY		
	I1693495	FEMALE FITTING	49.17
TOTAL FOR: EXOTIC AUTOMATION & SUPPLY			49.17
00536	EYE CARE ASSOC. OF CHARLOTTE		
	254021	SCBA PRESCRIPTION GLASSES BRANDON YOUNG	134.40
	254046	SCBA PRESCRIPTION BIFOCALS DAWN GIBBS	302.40
TOTAL FOR: EYE CARE ASSOC. OF CHARLOTTE			436.80
01358	FAMILY FARM & HOME		
	001887/C	BULK GRASS SEED	351.20
TOTAL FOR: FAMILY FARM & HOME			351.20
01355	FEDEWA		
	08.26.2024	REPLACE MUD VALVE S. WATER TOWER	3,030.00
TOTAL FOR: FEDEWA			3,030.00
01322	GALE BRIGGS, INC.		
	M1756	CRUSHED CONCRETE	282.08
	M1763	CONCRETE	522.50
	M1768	CONCRETE	403.00
TOTAL FOR: GALE BRIGGS, INC.			1,207.58
01650	GALLS, LLC		
	028690627	DOMINIC BOOTS	135.95
TOTAL FOR: GALLS, LLC			135.95

Vendor Code	Vendor Name / Invoice	Description	Amount
MISC	GFWC-CHARLOTTE		
	08.29.2024	BENCHES	590.00
TOTAL FOR: GFWC-CHARLOTTE			590.00
01308	GRAINGER PRODUCTS		
	9224029588	HOSE ADAPTER	88.09
TOTAL FOR: GRAINGER PRODUCTS			88.09
01297	H2O COMPLIANCE SERVICES INC		
	00009683	CROSS CONNECTION PROGRAM	1,217.70
TOTAL FOR: H2O COMPLIANCE SERVICES INC			1,217.70
02037	HASSEL FREE FUELS		
	CFSI-11048	ACCNT #010107 (DPW/WWTP) FUEL	779.82
TOTAL FOR: HASSEL FREE FUELS			779.82
01970	HOPKINS MECHANICAL SERVICES, LLC		
	H24370	WEST SIDE STATION AC REPAIR	2,241.00
TOTAL FOR: HOPKINS MECHANICAL SERVICES, LLC			2,241.00
01242	JACK DOHNEY COMPANIES, INC		
	239024	SUPPLIES	258.30
TOTAL FOR: JACK DOHNEY COMPANIES, INC			258.30
02025	JOHN DEERE FINANCIAL		
	10587430	BLADE	129.16
TOTAL FOR: JOHN DEERE FINANCIAL			129.16
01883	KENYON AND SONS LLC		
	#17-08/10/2024	WEEKLY LAWN MOWING :AUGUST 4TH TO AUGUST 10TH	4,500.00
	#18-08/17/2024	WEEKLY LAWN MOWING: AUGUST 11TH TO AUGUST 17TH	4,420.00
	#19-08/24/2024	WEEKLY LAWN MOWING : AUGUST 18TH TO AUGUST 24TH	4,360.00
	#20-08/31/2024	WEEKLY LAWN MOWING :AUGUST 25 TO AUGUST 31	4,540.00
TOTAL FOR: KENYON AND SONS LLC			17,820.00
01199	KIMBALL MIDWEST		
	102536326	FITTINGS	285.15
TOTAL FOR: KIMBALL MIDWEST			285.15
01195	KONICA MINOLTA BUSINESS		
	295349206	BILLING PERIOD 07/17/2023 - 10/16/2024	29.37
	295357000	BILLING PERIOD 08/17/2024 - 09/16/2024	55.44
TOTAL FOR: KONICA MINOLTA BUSINESS			84.81
02125	LAFONTAINE AUTOMOTIVE GROUP		
	51784	SERVICE REPAIRS TO 22 FORD TRUCK	1,002.78
TOTAL FOR: LAFONTAINE AUTOMOTIVE GROUP			1,002.78
01182	LANSING UNIFORM CO.		
	104007-B	UNIFORM SHIRT S	119.90
	104250-A	UNIFORM PANTS, UNIFORM SHIRTS, NAME TAGS	888.45
	104396-A	NAME TAGS	25.00
TOTAL FOR: LANSING UNIFORM CO.			1,033.35

Vendor Code	Vendor Name / Invoice	Description	Amount
01173	LEA'S AUTO BODY		
	9032	REPLACE BATTERY	245.95
TOTAL FOR: LEA'S AUTO BODY			245.95
01137	MCGINTY, HITCH, PERSON, ANDE., P.C.		
	JULY 2024	FY25 ATTORNEY SERVICES	17,314.85
TOTAL FOR: MCGINTY, HITCH, PERSON, ANDE., P.C.			17,314.85
00316	MICH ASSOC. CHIEFS OF POLICE		
	200013615	WIN 25- CONFERENCE REGISTRATION (BRENTAR)	280.00
	200013616	WIN 25 - CONFERENCE REGISTRATION (BROOKS)	280.00
TOTAL FOR: MICH ASSOC. CHIEFS OF POLICE			560.00
01082	MICHIGAN NETWORK CONSULTANTS		
	2024-20330	SERVICE CONTRACT SIGNED 08/19/2024	1,250.00
	2024-20332	CONTRACT FOR PROFESSIONAL IT SERVICES	1,250.00
TOTAL FOR: MICHIGAN NETWORK CONSULTANTS			2,500.00
01078	MICHIGAN STATE POLICE		
	551-64214	TOKEN FEE FROM 07/01/2024 TO 09/30/2024	198.00
TOTAL FOR: MICHIGAN STATE POLICE			198.00
01040	NALCO CROSSBOW WATER		
	6660288651	LAB WATER TREATMENT	904.54
TOTAL FOR: NALCO CROSSBOW WATER			904.54
01536	NAPA MPEC		
	270445	BULBS	19.11
	270663	RADIAL SEAL FILTER	72.73
	270698	CALIPERS,CORE DEPOSITS,BRAKE PADS ROTORS	603.58
	270737	HOSE CLAMP	32.30
	270743	OIL SEALS, O-RINGS	127.65
	270886	BRAKE CLEANER, CORE DEPOSIT RETURNSMECHANICS FUNNEL	(39.63)
	270920	BATTERY , CORE DEPOSIT FOR BATTERY	229.50
	270951	FLUID FILTER	27.54
TOTAL FOR: NAPA MPEC			1,072.78
02091	NEW LIFE ARBORICULTURAL SERVICES		
	2230877	TREE REMOVAL AND CHANGE ORDER	31,075.00
	2230877.	TREE REMOVAL AND CHANGE ORDER	9,900.00
TOTAL FOR: NEW LIFE ARBORICULTURAL SERVICES			40,975.00
01007	O'REILLY AUTOMOTIVE INC		
	4651-440917	BRAKE CLEANER	20.95
TOTAL FOR: O'REILLY AUTOMOTIVE INC			20.95
00973	PREIN & NEWHOF, P.C.		
	80069	TREE REMOVAL CHANGE ORDER	4,300.00
TOTAL FOR: PREIN & NEWHOF, P.C.			4,300.00
01030	QUADIENT FINANCE USA, INC.		
	Q1462322	COVERAGE PERIOD JUNE 15, 2024 - SEPT 14, 2024	474.42
TOTAL FOR: QUADIENT FINANCE USA, INC.			474.42

Vendor Code	Vendor Name / Invoice	Description	Amount
02001	RAPIDS TOOL & ENGINEERING		
	118990	ACTUATOR REPAIR	134.00
TOTAL FOR: RAPIDS TOOL & ENGINEERING			134.00
02126	RD MILLER LAND SURVEYING		
	24-0478	SURVEY TRAINING FACILITY	1,900.00
TOTAL FOR: RD MILLER LAND SURVEYING			1,900.00
00935	ROCHESTER CREATIONS		
	4035	UNIFORM T-SHIRTS	78.00
TOTAL FOR: ROCHESTER CREATIONS			78.00
00861	STANDARD LIFE INSURANCE CO		
	00 646882 001.9	2024 SEPTEMBER	1,373.84
TOTAL FOR: STANDARD LIFE INSURANCE CO			1,373.84
02021	STAPLES		
	6009171591	TIME CARDS, TIME CLOCK, COPY PAPER, WITE OUT	553.78
TOTAL FOR: STAPLES			553.78
01985	STATE OF MICHIGAN-CSB		
	1254591	ASSESSMENT NUMBER 1254591 ACCOUNT NUMBER 4528 -1000786192 (MICHIGAN WITHOLDING TAX 07/31/2024)	50.00
TOTAL FOR: STATE OF MICHIGAN-CSB			50.00
00857	STATE SPRING ALIGNMENT &		
	02P9316.02	SPRING	1,069.82
TOTAL FOR: STATE SPRING ALIGNMENT &			1,069.82
00848	SUPERFLEET MASTERCARD PROG.		
	FB749-09.01.2024	FUEL (POLICE)	3,737.01
TOTAL FOR: SUPERFLEET MASTERCARD PROG.			3,737.01
02004	THE RAPID GROUP, LLC		
	166646	SHRED CONTAINER	25.00
TOTAL FOR: THE RAPID GROUP, LLC			25.00
00872	THE SHYFT GROUP, INC		
	SVA0023333	REGULATOR, HANDLE PULL START (TRUCK 314)	141.04
	SVA0023336	SOLENOID, GASKET, AUTO CLEANER TRUCK 313	367.89
TOTAL FOR: THE SHYFT GROUP, INC			508.93
00820	TRACE ANALYTICAL LABORATORIES		
	4080977	LOCAL LIMITS EVALUATION	122.00
	4080978	LOCAL LIMITS ALUMINUM	97.00
	4081224	LL ANALYSIS	132.00
TOTAL FOR: TRACE ANALYTICAL LABORATORIES			351.00
00810	TRUCK & TRAILER SPECIALTIES		
	DSO014915	4" ROUND RUBBER GROMMET	49.95
TOTAL FOR: TRUCK & TRAILER SPECIALTIES			49.95

Vendor Code	Vendor Name / Invoice	Description	Amount
00809	TRUGREEN #2801		
	198526391	LAWN SERVICE @111 W LAWRENCE	39.82
TOTAL FOR: TRUGREEN #2801			39.82
00808	TSC TRACTOR SUPPLY		
	699121	SUPPLIES	13.73
TOTAL FOR: TSC TRACTOR SUPPLY			13.73
01798	WEILER EXCAVATION LLC		
	2379	REPLACEMENT OF WATER SERVICE AT 210 W. SHAW ST.	1,970.00
TOTAL FOR: WEILER EXCAVATION LLC			1,970.00
00761	WILLIAMS FARM MACHINERY, INC.		
	17570	RRG66 GRAPPLE HLA BRAND	4,525.00
TOTAL FOR: WILLIAMS FARM MACHINERY, INC.			4,525.00
00758	WINDEMULLER		
	238121	I.R. EVALUATION	1,800.00
TOTAL FOR: WINDEMULLER			1,800.00
00752	WOLVERINE POWER SYSTEMS		
	0276983-IN	GENERATOR COMM. REPAIR	2,816.50
TOTAL FOR: WOLVERINE POWER SYSTEMS			2,816.50
02013	WOW! BUSINESS		
	020130258.8	SERVICE PERIOD 08/11/2024 - 09/10/2024	59.99
TOTAL FOR: WOW! BUSINESS			59.99
TOTAL - ALL VENDORS			202,750.19

PAYMENT TYPE TOTAL

Paper Check	200,848.08
EFT Transfer	1,902.11

THE CITY OF
CHARLOTTE
MICHIGAN

Mary LaRocque <mlarocque@charlottemi.org>

Fwd: Claims

Rob Hillard <rhillard@charlottemi.org> Fri, Sep 6, 2024 at 6:30 AM
To: Mary LaRocque <mlarocque@charlottemi.org>

Can you have Connie provide the details to me on the one vendor per email. I will research the question on Alexander's.

Robert Hillard
City Manager

---------- Forwarded message ---------
From: **Joseph Chin Jr** <jchin@charlottemi.org>
Date: Fri, Sep 6, 2024, 2:02 AM
Subject: Claims
To: Rob Hillard <rhillard@charlottemi.org>

01673 ALEXANDER CHEMICAL CO 85345 FERRIC CHLORIDE 10,852.67 TOTAL FOR: ALEXANDER CHEMICAL CO 10,852.67
I do not recall a sole source approval for this purchase. If there was one, please let me know.

01137 MCGINTY, HITCH, PERSON, ANDE., P.C. JULY 2024 FY25 ATTORNEY SERVICES 17,314.85 TOTAL FOR: MCGINTY, HITCH, PERSON, ANDE., P.C. 17,314.85

Copy of the detailed invoice.

Thank you

--
Joseph Chin, Jr.
517-449-2338
Councilmember District 2

Fwd: Claims

Rob Hillard <rhillard@charlottemi.org> Fri, Sep 6, 2024 at 11:05 AM
To: Joseph Chin Jr <jchin@charlottemi.org>
Cc: Mary LaRocque <mlarocque@charlottemi.org>

The sealed bid contract with Alexander for Ferric chloride was approved by the City Council at the April 8th meeting.

Robert Hillard
City Manager
rhillard@charlottemi.org
www.charlottemi.gov
Phone: 517 543-8850
City of Charlotte
111 E. Lawrence Ave.
Charlotte, MI 48813

[Quoted text hidden]

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: September 09, 2024
Re: Staff report on Mayoral appointments to boards and commissions.

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

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

NAME	BOARD/COMMISSION	EXPIRATION OF TERM
Meagan Packowski	Planning Commission	3/31/2027

Financial Impacts
No financial impact

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

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Lewis and City Councilmembers
From: Robert Hillard, City Manager
Date: September 6, 2024
Re: Code Enforcement and Rental Inspector Official Appointments

Background

As provided through the enactment of Ordinance No. 2022-04, the International Property Maintenance Code, 2021 Edition designates the Charlotte Community Development Department as the enforcement department and provides the Community Development Director the responsibility of appointing the City's Code Enforcement and Rental Inspector Officials. Two actions are on the agenda that address this issue. The first resolution before the City Council designates the City Manager as the Community Development Director and allows for the appointment of these officials. The second is a letter of agreement that clearly designates these actions are not under the Union collective bargaining agreement currently in effect and not subject to negotiations or other benefits.

Financial Impact

The financial impact of this recommendation involves providing previously agreed upon stipends. The total amount for the stipends will be approximately $39,000 annually. The amount is substantially lower than the hiring of a full time employee for the position, provides proper backup in this area, offers expertise in the BS&A software that will assist in coordination, and assures a committed workforce to address this critical area.

Recommendation

Approve authorizing the resolutions as presented.

CITY OF CHARLOTTE, MICHIGAN
RESOLUTION # 2024-31

A RESOLUTION TO DESIGNATE CITY MANAGER AS COMMUNITY DEVELOPMENT DIRECTOR TO APPOINT CODE ENFORCEMENT OFFICIALS AND RENTAL INSPECTORS BY OATH

RECITALS

WHEREAS, the Home Rule City Act, Public Act 279 of 1090 (“Act”), as amended, MCL 117.3(k), provides that Cities may, among other things, adopt ordinances, including the International Property Maintenance Code (IPMC).

WHEREAS, the City enacted Ordinance No. 2022-04, that adopted the International Property Maintenance Code, 2021 Edition, and as modified by Ordinance No. 2022-04.

WHEREAS, Ordinance No. 2022-04 designates the Community Development Director as the official in charge of the City of Charlotte Community Development Department, as the designated agency for the implementation, administration, and enforcement of the provisions of the IPMC. The functions of the agency may be carried out by a designee, including Code Enforcement Officer(s) and Rental Inspector(s). (City Ord. No. 2022-04, Sec. 103.1, amended.)

WHEREAS, the City desires that its City Manager also serve as its Community Development Director.

WHEREAS, the City desires that its City Manager appoint by oath or affirmation the Community Development Director and appoint the City’s Code Enforcement Officer(s) and Rental Inspector(s). The City Manager may also dismiss or accept the resignation of said Director, Officers, and Inspectors.

NOW, THEREFORE, BE IT RESOLVED that:

A. The Charlotte City Council does hereby designate its City Manager as its Community Development Director.

B. The Charlotte City Council authorizes its City Manager to select and appoint by oath or affirmation a Community Development Director and the City’s Code Enforcement Officer(s) and Rental Inspector(s). The City Manager may also dismiss or accept the resignation of said Director, Officers, and Inspectors.

C. The City Clerk shall administrator the City Oath of Office to said Director, Officers, and Inspectors and the true Oath and copies shall be kept on file with the City.

AYES:

NAYS:

Absent:

CERTIFICATION OF CITY CLERK

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Charlotte at a regular meeting held on the 9TH day of September, 2024.

_______________________________ _________________________
Mary LaRocque, City Clerk Date

LETTER OF AGREEMENT

The City of Charlotte, hereinafter referred to as the "City," and Charlotte Fire Fighters IAFF Local 5290, hereinafter referred to as the "Union," are parties to a Collective Bargaining Agreement in effect until June 30, 2028, being the City of Charlotte, Michigan and Charlotte Fire Fighters, IAFF LOCAL 5290 (“CBA”), and parties to this Letter of Agreement (“LOA”).

RECITALS

WHEREAS, City Ordinance No. 2022-04 provides that the City of Charlotte Community Development as the designated agency in charge of the implementation, administration and enforcement of the provisions of the code [International Property Maintenance Code].

WHEREAS, the City has a city manager who also is appointed as the Director of Community Development, who has the authority to appoint and terminate code enforcement officials and rental inspectors.

WHEREAS, Members of the Union desire to engage the duties of code enforcement and rental inspections and acknowledge and agree such duties are outside and not part of the CBA, and desire that said duties and functions shall remain outside and not a part of, nor subject to the CBA.

NOW THEREFORE, the parties agree as follows:

1. That the recitals above are hereby incorporated herein as fully stated here.
2. The position, function, and duties of City Code Enforcement Official(s) and activities and enforcement of City property codes thereof are not positions nor functions within nor subject to the CBA.

3. The position, function, and duties of Rental Inspector(s) and activities and enforcement of City property codes thereof are not positions nor functions within not subject to the CBA.
4. That the City Manager may appoint members of the Union, or non-Union employees or volunteers, as Code Enforcement Official(s) and Rental Inspector(s) at the discretion of the City Manager who may at any time terminate the services of Union or non-Union employees or volunteers in said positions, not subject to any grievance procedure in the CBA nor any rights, privileges nor benefits of the CBA, whatsoever.
5. That the amount of payment and compensation for City Code Enforcement Official(s) and Rental Inspector(s) shall be determined by the City Manager and compliant with state and federal laws and regulations.
6. This Letter of Agreement will become effective once ratified by both parties and signed by their respective representatives.

FOR THE CITY:

____

Tim Lewis, Mayor

Date: _____________

____

May LaRocque, City Clerk

Date: _____________

____

Robert Hillard, City Manager

Date: _____________

FOR IAFF LOCAL 5290:

____

Local President

Date: ______________

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Mayor Lewis and the City Council
From: Robert Hillard, City Manager
Date: August 30, 2024
Re: Eaton Area Emergency Medical Services Contract Amendment

Background

In October 2023, the City of Charlotte, agreed to participate in a joint ambulance service agreement with fifteen municipalities in the Eaton County Area. The term of the agreement is four years, starting January 2024 and ending December 2028. Since the original signing, three municipalities are no longer participating. These municipalities are Sunfield Township, Vermontville Township, and Bellevue Village. Because of the change in participating membership, the cost of the service, and the percentage charged to each municipality, the City Council is required to decide on the contract.

Financial Impact

The City Council Is being asked to approve the contract with Eaton Area Emergency Medical Services in the amount of $67,503.59 annually. The previous contract was $67,600 annually.

Recommendation

Approve authorizing the contract with Eaton Area Emergency Medical Services in the amount of $67,503.59 annually.

AGREEMENT FOR AMBULANCE SERVICES FOR MUNICIPALITY RESIDENTS

THIS AGREEMENT is made the first day of January, 2024 between BELLEVUE TOWNSHIP, BROOKFIELD TOWNSHIP, CARMEL TOWNSHIP, CITY OF CHARLOTTE, CITY OF EATON RAPIDS, CITY OF OLIVET, CHESTER TOWNSHIP, EATON RAPIDS TOWNSHIP, EATON TOWNSHIP, HAMLIN TOWNSHIP, KALAMO TOWNSHIP, WALTON TOWNSHIP, Municipal Corporations within Eaton County, Michigan (collectively, the "PARTICIPATING MUNICIPALITIES" and each a "PARTICIPATING MUNICIPALITY"), and the EATON AREA EMERGENCY MEDICAL SERVICES, a department of Sparrow Eaton Hospital, a Michigan non-profit corporation, (hereinafter "EMS"). The PARTICIPATING MUNICIPALITIES and EMS are sometimes collectively referred to in this Agreement as the "PARTIES" or individually as a "PARTY".

WHEREAS, the PARTICIPATING MUNICIPALITIES wish to assure that the residents and visitors of their communities have access to prompt and effective emergency medical services (ambulance service), and;

WHEREAS, EMS is duly licensed under the laws of the State of Michigan to provide Ambulance Services, is prepared to undertake, and faithfully respond to, all requests for Ambulance Service made by residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the boundaries of the PARTICIPATING MUNICIPALITIES.

NOW, THEREFORE, in consideration of the mutual covenants herein made, it is understood and agreed as follows:

I. EMS DUTIES.

EMS shall provide Ambulance Services for the use and benefit of residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the geographical boundaries of the PARTICIPATING MUNICIPALITIES consistent with the following.

1.1 Operate, staff, maintain and equip ambulances. EMS shall provide:

- 1.1-1 Two (2) licensed Advance Life Support (ALS) ambulances twenty-four (24) hours per day, 365 days per year.
- 1.1-2 A third and / or fourth licensed ALS or Basic Life Support (BLS) ambulance available and staffed to meet the demand for ambulance service, hours will vary in accordance with requests for ambulance service.

1.2 Maintain and equip back up ambulances: Consistent with State and Federal regulations provide two (2) back-up BLS/ALS ambulances that will be available to replace an ALS ambulance, listed in 1.1 above, that is taken out of service for mechanical/repair issues. EMS may staff and operate these back-up ambulances when EMS personnel are available and requests for ambulance service exceeds the capacity of the number of ambulances listed in 1.1 above.

1.3 Response to Needs. Respond to all requests made by persons in need of services within the geographical boundaries of the PARTICIPATING MUNICIPALITIES, including any Police and Fire Agencies of the PARTICIPATING MUNICIPALITIES, as fully and promptly as reasonably possible and without regard to ability to pay.

1.4 Operational Report. By February of each year (or such later time as a majority of the PARTICIPATING MUNICIPALITIES request) present an operational report at an annual meeting with the PARTICIPATING MUNICIPALITIES.

1.5 Mutual Aid Agreements. Establish and maintain mutual aid agreement(s) with ambulance agencies operating in areas bordering EMS's response area, to facilitate emergency medical response support at such times when EMS has received more requests for ambulance service than it can timely fulfill.

1.6 Dispatch. Arrange with Eaton County Central Dispatch for the receipt and dispatch of ambulance calls in an effective and efficient manner. The closest available EAEMS ambulance will be dispatched to emergency/911 calls. Vehicles will be moved to central locations in order to provide prompt response time coverage to the greatest number of residents within the service area.

1.7 EMS Payment from Users. Except for payments made under this Agreement and any separate payment a PARTICIPATING MUNICIPALITY may choose to make on behalf of its residents, EMS shall look solely to charges from ambulance users and their insurers to cover the expenses of the operation of EMS' ambulance service. MUNICIPALITIES are not obligated to reimburse EMS for any losses from the operation of the ambulance service other than payments made under this Agreement.

1.8 Use of Payments. Use payments received by EMS from the PARTICIPATING MUNICIPALITIES only for the operations of, improvement and maintenance of equipment/software used exclusively by EMS to provide ambulance service within the boundaries of the PARTICIPATING MUNICIPALITIES or for authorized mutual aid.

1.9 Statistical Reports. Provide PARTICIPATING MUNICIPALITIES with quarterly statistical reports, available from Eaton County Central Dispatch (ECCD), related to: total number of runs, number of runs within each municipality, enroute and response time, number of mutual aid responses into EAEMS service area, and other reports which become available from ECCD or EAEMS that provide information related to the efficiency of ambulance coverage plans.

1.10 Informational meetings. Provide quarterly informational meetings for PARTICIPATING MUNICIPALITIES. These meetings are intended to provide a venue for PARTICIPATING MUNICIPALITIES to receive information related to the operation of EAEMS, inquire into current operational practices and to provide a forum for questions and feedback to EAEMS.

II. PARTICIPATING MUNICIPALITIES DUTIES.

For in consideration of the duties to be performed by EMS the PARTICIPATING MUNICIPALITIES shall jointly and individually do the following:

2.1 Designation of EMS. Designate in writing to Eaton County Central Dispatch that EMS is the designated EMS provider of the PARTICIPATING MUNICIPALITY for all emergency medical service requests received from their jurisdictions.

2.2 Annual Payment Obligation. Make individual annual payment to EMS as described herein to fund the operations and equipment purchases needed to effectively operate EMS. Invoices for each payment shall be issued by EMS as follows: for January 1 through June 30, 2024 (6-month amount) due the first week of January 2024; for July 1 through December 31, 2024 (6-month amount) due the first week of July 2024 and thereafter due annually the first week of January. The fee shall be the total of the applicable stand by fee based on population plus a prorated portion of a One Hundred Eighty One Thousand, Two Hundred Fifty Two and 00/100 Dollars ($181,252.00) fee paid based on the designated percentage of the overall EMS area population listed below.

	Tier	Population Percentage
Bellevue Township	*Tier 4*	*4.81%*
Brookfield Township	*Tier 4*	*3.73%*
Carmel Township	*Tier 3*	*7.21%*
Charlotte, City of	*Tier 1*	*23.45%*
Chester Township	*Tier 4*	*4.49%*
Eaton Rapids, City of	*Tier 2*	*13.22%*
Eaton Rapids Township	*Tier 3*	*10.14%*
Eaton Township	*Tier 3*	*10.18%*
Hamlin Township	*Tier 3*	*8.20%*
Kalamo Township	*Tier 4*	*4.48%***
Olivet, City of	*Tier 4*	*4.26%*
Walton Township	*Tier 3*	*5.83%*

**Kalamo Township stand by fee is 50% since also use Vermontville

Tiered Stand-by Fee based on population:

Tier 1 population over 7,501:	$25,000

Tier 2 population between 5,001 and 7,500:	$20,000
Tier 3 population between 2,001 and 5,000:	$15,000
Tier 4 population under 2,000:	$10,000

The annual payment amount described above (both the stand-by fee and the population-based fee) will increase each year of the Agreement in the amount of five percent (5%) over the prior year.

Payments shall be due within 60 days of invoice by EMS. Interest shall accrue and be paid to EMS at a rate of five percent (5%) simple interest on the amount of any payment that is delinquent from the time it was initially due until it is actually paid.

.

2.3 Selection of Representatives. Arrange for one or more representatives of the MUNICIPALITY to meet annually with representatives of EMS and the other MUNICIPALITIES to receive an EMS operational report.

2.4 Notification of Complaints. Promptly forward to the EMS, complaints received from the general public from the PARTICIPATING MUNICIPALITY regarding the EMS for investigation and reply.

2.5 Continued Participation. Remain a PARTICIPATING MUNICIPALITY which is a PARTY to this Agreement and not withdraw from this Agreement, except as provided by law, or at the end of the Agreement term or in the manner provided below.

III. ADDITIONAL COMMUNITIES SEEKING TO BECOME A PARTICIPATING MUNICIPALITY UNDER THIS AGREEMENT.

Other municipal corporations, not now PARTICIPATING MUNICIPALITIES, shall be entitled to arrange for ambulance service on behalf of their residents from EMS by signing this Agreement and taking on the responsibilities of a PARTICIPATING MUNICIPALITY under this Agreement, including making payment towards the equipment acquisition. The payment obligation of a new PARTICIPATING MUNICIPALITY shall be equal to the payment made by the current PARTICIPATING MUNICIPALITY with the closest population base served by EMS under this Agreement. If a new PARTICIPATING MUNICIPALITY requests that only a portion of their township is to be included in this Agreement that Township's payment will be pro-rated based on the number of sections included in this Agreement.

IV. PROCEDURES IN THE EVENT OF APPARENT BREACH.

4.1 Breach by a PARTICIPATING MUNICIPALITY. In the event that EMS reasonably believes that one or more PARTICIPATING MUNICIPALITIES are in breach of this Agreement, EMS shall notify each such PARTICIPATING MUNICIPALITY in writing, describing the apparent breach and if correctable how it can be corrected or if it is not correctable what alternative remedy would be acceptable to EMS. The affected PARTICIPATING MUNICIPALITIES shall have thirty (30) days in which to correct such apparent breach or to offer an alternative remedy. Should EMS determine that said breach is not adequately resolved by PARTICIPATING MUNICIPALITY'S corrective action or remedy, EMS will request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement.

4.2 Breach by EMS. In the event that one or more PARTICIPATING MUNICIPALITIES reasonably believes that EMS is in breach of this Agreement, the affected PARTICIPATING MUNICIPALITIES shall notify each EMS in writing, describing the apparent breach and, if correctable, how it can be corrected or, if it is not correctable, what alternative remedy would be acceptable to PARTICIPATING MUNICIPALITIES. EMS shall have thirty (30) days in which to correct such breach or offer an alternative remedy. Should such PARTICIPATING MUNICIPALITIES determine that the apparent breach is not adequately resolved by EMS' corrective action or remedy, such PARTICIPATING MUNICIPALITIES shall request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement. Notwithstanding the foregoing, a PARTICIPATING MUNICIPALITY which has not paid its allocation of equipment expenses shall have no right to invoke the foregoing procedures or terminate its obligations under this Agreement pursuant to any other provision.

4.3 Review Panel Procedures. For purposes of Sections 4.1 and 4.2 above, the review panel will consist of: two (2) individuals who serve on Sparrow Eaton Hospital's Board of Directors and, if possible, have not previously been involved in the dispute, selected by EMS; two (2) individuals who are representatives of PARTICIPATING MUNICIPALITIES selected by the affected PARTICIPATING MUNICIPALITIES from other PARTICIPATING MUNICIPALITIES not involved in the dispute; and one (1) person mutually agreed to by the other members of the review panel to facilitate the review process and vote in the event of deadlock of the other members. All Parties expressly covenant and agree to be bound by the decision of a majority of this review panel, and accept any decision as a final determination, except a decision based on provable fraud or a decision requiring a Party to pay or expend more money than it would be obliged to pay under the terms of this Agreement. Any disagreement of the review panel on the selection of the fifth member may be resolved, and any binding decision of the review panel may be enforced, by the Eaton County Circuit Court to which all Parties acknowledge jurisdiction for such purpose.

V. LEGAL RELATIONSHIP, INSURANCE, AND INDEMNITY.

5.1 Legal Relationship of the Parties. The legal relationship of the Parties to each other shall be that of independent contractor. The employees of any Party shall not be considered an agent or employee of the other Party for any purpose.

5.2 Liability Insurance of EMS. EMS shall acquire and maintain during the term, and thereafter, extending through the term of this Agreement, liability insurance covering services provided by EMS of the following types and limits:

5.2-1 No fault and automobile liability insurance having a combined single limit of $1,000,000 per person and accident;

5.2-2 Professional liability insurance having limits of at least $1,000,000 per occurrence, claim or incident and $3,000,000 annual aggregate;

5.2-3 General liability insurance having limits of at least $1,000,000 per occurrence, claim or incident and $3,000,000 annual aggregate.

5.2-4 Worker's Compensation Insurance as required by State statute.

5.3 Limited Indemnity Obligation of PARTICIPATING MUNICIPALITIES. Each PARTICIPATING MUNICIPALITY shall indemnify and hold harmless EMS and all other PARTICIPATING MUNICIPALITIES for any cost or expense any of them may incur as result of the PARTICIPATING MUNICIPALITY failing to comply with its obligations under this Agreement, including legal and other costs associated with collection of allocated amounts of equipment costs not timely paid by the PARTICIPATING MUNICIPALITY.

5.4 EMS Indemnity Obligation. EMS agrees to indemnify and hold harmless any PARTICIPATING MUNICIPALITY which is in full compliance with this Agreement against claims or damages arising directly out of an error or omission by EMS in the performance of its duties and obligations under this Agreement. In this respect, the following procedures shall apply:

5.4-1 The PARTICIPATING MUNICIPALITY seeking indemnity (the "Indemnitee") shall promptly, and in writing, notify EMS of any claim made against it by any third party as to which it intends to seek indemnification under this Agreement, and shall take action as may be necessary to avoid default or other adverse consequences until such time as EMS has provided written notice that it will assume the defense of the claim, which shall be provided not more than thirty (30) days following receipt of written notice of the claim.

5.4-2 In any claim wherein EMS shall have an obligation to defend under this Agreement, EMS shall have the right to select counsel and to control such defense, provided, however, that the Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to oversee, and if deemed necessary by the Indemnitee assist in, the handling of such claim. The Indemnitee shall provide cooperation and participation of its personnel as required for such defense at the cost and expense of EMS.

VI. TERM AND TERMINATION OF THIS AGREEMENT.

6.1 Term. This Agreement shall be deemed to have commenced on January 1, 2024, and shall continue until December 31, 2028, unless earlier terminated as provided below:

6.1-1 By mutual agreement of all the PARTIES;

6.1-2 By EMS or all the PARTICIPATING MUNICIPALITIES without assignment of cause or reason upon ninety (90) days prior written notice by all the PARTICIPATING MUNICIPALITIES to EMS or by EMS to all the PARTICIPATING MUNICIPALITIES.

6.1-3 By a PARTICIPATING MUNICIPALITY without assignment of cause or reason upon ninety (90) days prior written notice to the other PARTICIPATING MUNICIPALITIES and EMS.

6.2 Termination of a PARTY for Cause. In addition, any PARTY may be terminated at the request of any other PARTY for cause. For this purpose, "cause" is defined as the

PARTY to be terminated being unable or unwilling to submit to a review panel hearing as required or to comply with the recommendations of a review panel, constituted in accordance with Section 4 and one or more other parties other PARTY. Unless the underlying reason is non-payment of an equipment payment, in which event EMS may terminate a PARTICIPATING MUNICIPALITY unilaterally after the processes of Article IV have been exhausted, the termination shall not be effective until a majority of the PARTIES, excluding the PARTY(IES) affected, agree or acquiesce to the termination.

6.3 Obligations after Termination. Notwithstanding the termination of this Agreement or a PARTY, the PARTIES shall be required to carry out any provisions hereof which contemplate performance by them subsequent to such termination; and such termination shall not affect any liability or any other obligation which may have accrued prior to such termination.

VII. NOTICES.

Any notice, offer, demand, or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the PARTY to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid, addressed to the address of the PARTY set forth below. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided in the immediately preceding sentence. Any PARTY may change its address for the purposes of this Agreement by giving the other notice thereof in the manner herein before provided for the giving of notice.

Unless otherwise required by the Agreement, notices under this Agreement shall be directed to the following:

Supervisor Walton Township 6933 S. Stine Rd Olivet, MI 49076	Supervisor Bellevue Township 115 N. Main Street Bellevue, MI 49021	Supervisor Brookfield Township 808 E. Five Point Hwy. Charlotte, MI 48813
Supervisor Carmel Township 661 Beech Hwy. Charlotte, MI 48813	Supervisor Chester Township 1757 N. Clinton Trail Charlotte, MI 48813	Manager City of Charlotte 111 East Lawrence Charlotte, MI 48813
Manager City of Eaton Rapids 200 S. Main Street Eaton Rapids, MI 48827	Mayor City of Olivet PO Box 367 Olivet, MI 49076	
Supervisor Eaton Rapids Township 2512 S. Canal Rd. Eaton Rapids, MI 48827	Supervisor Eaton Township 3981 E. Clinton Trail Charlotte, MI 48813	

Supervisor Hamlin Township 6463 S. Clinton Trail Eaton Rapids, MI 48827	Supervisor Kalamo Township 8940 Spore Hwy. Vermontville, MI 49096	
President Sparrow Eaton Hospital 321 East Harris Street Charlotte, MI 48813		

VIII. INTERPRETATION, SEVERABILITY AND COMPLIANCE.

8.1 Interpretation and Severability. This Agreement shall be construed and applied in such manner as to minimize unenforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable, if possible, such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context, of this Agreement. However, if that is not possible, the offending language shall be deemed removed, with this Agreement otherwise remaining in full force and effect, so long as doing so would not result in substantial unfairness or injustice to any of the Parties.

8.2 Compliance With Other Contracts and Laws. It is believed and intended by the PARTIES, and their advisors that all transactions contemplated herein are fully legal and proper based on their current understanding of the law and contracts with third party payors. However, when it may be necessary so as to comply with applicable law and requirements of third parties or any other entity governing or regulating health facilities, third-party payment programs and alternative delivery systems in which EMS participates or applicable to the provision of ambulance services, the PARTIES shall enter into further agreements which may modify the terms of this Agreement. The PARTIES shall negotiate in good faith such further agreements as may be necessary or desirable to modify the terms of this Agreement. In addition, no PARTIES shall use the provisions of this section to its unfair advantage in relation to the other.

IX. GOVERNING LAW.

9.1 This Agreement shall be construed and enforced in accordance with, and governed by, the law and decisions of the State of Michigan.

X. ENTIRE AGREEMENT.

10.1 This Agreement constitutes the entire agreement of the PARTIES. All prior agreements between the PARTIES, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the PARTIES or PARTY against whom enforcement of the charge, modification or discharge is sought. The selection headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement.

XI. ASSIGNMENTS AND BENEFICIARY.

11.1 No Assignments. PARTICIPATING MUNICIPALITIES and EMS shall not assign any of their rights, powers, duties and obligations under this Agreement without the receipt of prior written consent of all PARTIES. This Agreement shall be binding upon and shall ensure to the benefit of successors and assigns of EMS and PARTICIPATING MUNICIPALITIES, including any merged or consolidated entity of which any may become a part.

11.2 No Third Party Beneficiaries. No person or entity, apart from PARTICIPATING MUNICIPALITIES and EMS as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

EMS

SPARROW EATON HOSPITAL

By: ______________________________________

Printed Name: _____________________________

Date:_____________________________________

BELLEVUE TOWNSHIP

By: ______________________________

Printed Name: ______________________

Date:______________________________

BROOKFIELD TOWNSHIP

By: ______________________________

Printed Name: ______________________

Date:______________________________

CARMEL TOWNSHIP

By: ______________________________

Printed Name: ______________________

Date:______________________________

CHESTER TOWNSHIP

By: ______________________________

Printed Name: ______________________

Date:______________________________

CITY OF CHARLOTTE

By: ______________________________

Printed Name: ______________________

Date:______________________________

CITY OF EATON RAPIDS

By: ______________________________

Printed Name: ______________________

Date:______________________________

CITY OF OLIVET

By: ______________________________

Printed Name: ______________________

Date:______________________________

WALTON TOWNSHIP

By: ______________________________

Printed Name: ______________________

Date:______________________________

EATON RAPIDS TOWNSHIP

By: ______________________________

Printed Name: ______________________

Date:______________________________

EATON TOWNSHIP

By: ______________________________

Printed Name: ______________________

Date:______________________________

HAMLIN TOWNSHIP

By: ______________________________

Printed Name: ______________________

Date:______________________________

KALAMO TOWNSHIP

By: ______________________________

Printed Name: ______________________

Date:______________________________

THE CITY OF
CHARLOTTE
MICHIGAN

Memo

To: City Council
From: Robert Hillard, City Manager
Date: September 6, 2024
Re: Community Development Block Grant Housing Improving Local Livability Grant Agreement

Background
The Michigan State Housing Development Authority has approved the Community Development Block Grant (CDBG) program called CDBG Housing Improving Local Livability (CHILL). The next steps are for the City of Charlotte to approve the agreement between the City of Charlotte and MSHDA. The agreement must be approved by September 19, 2024.

The grant is for $200,000 to provide for qualifying home repairs (roofs, windows, porches, plumbing, etc). The grant also includes $36,000 to procure the services of a professional grant administrator. We believe that through the City's normal networks, we will be able to promote local participation in this program. We would hope to do approximately 10 projects, with homeowners contributing a required financial match, depending on the project.

As City Council members know, Charlotte is a community with older housing stock where there is visible evidence of neglect and deferred maintenance in many neighborhoods. In most cases, the owner occupants of these houses would likely meet the low-to-moderate income guidelines the grant is intended to benefit.

Financial Impact
This grant will bring $200,000 to the City of Charlotte, to be re-granted to local residents for home repairs. It would also provide $36,000 to procure the services of a third-party grant administrator.

Recommendation
Approve the Community Development Block Grant Housing Improving Local Livability Grant (CHILL) Agreement as presented.

CDBG Grant #:	**MSF-2023-1362-CDB**
UEI #:	**LYXEDFRFFJ17**
Effective Date:	**June 1, 2024**
Source of Funds:	**CDBG Federal–CFDA # 14.228**

CDBG GRANT AGREEMENT

BETWEEN

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AND

CITY OF CHARLOTTE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

GRANT AGREEMENT BETWEEN

THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AND
CITY OF CHARLOTTE

I. GRANT OFFER

The Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 (the "Authority"), acting pursuant to the federal Community Development Act Of 1974, as amended (the "Act"), hereby offers to City of Charlotte whose address is 111 E. Lawrence Ave., Charlotte, MI 48813 (hereinafter the "Grantee"), grant assistance subject to the availability of federal Community Development Block Grant (CDBG) funds, terms, conditions, and limitations as set forth in this grant agreement (the “Grant Agreement”).

The maximum amount of grant assistance hereby offered is $236,000.

The term of work performance by the Grantee under this grant agreement is June 1, 2024 to November 30, 2025. The Authority will provide CDBG funds for the Grantee's eligible expenses in accordance with the attached Conditions.

Dated this _____ day of _______________, ______.

____
Amy Hovey
Chief Executive Officer and Executive Director

The foregoing Grant Offer is hereby accepted, and it is agreed that the funds provided will be used only as set forth in the Grant Agreement.

Dated this _____ day of _______________, ______.

WITNESSED BY: **City of Charlotte**

____
Witness Signature

____
Authorized Official Signature
Tim Lewis, Mayor

II. GRANT TERMS

The Authority and the Grantee agree as follows:

1. The Grantee shall implement or continue the activities within the projected budget and time frame (the "Grant Term") and in accordance with any special terms and conditions for funding more specifically described and stated in "Exhibit A", which is attached and incorporated herein by reference.

2. The Grantee shall:

   a. Expend all CDBG program funds in accordance with the requirements of 24 CFR 570 pertaining to eligible project costs for the CDBG program.

   b. Comply with all the requirements now or hereafter in effect for Title II of the Community Development Act of 1974, the CDBG program, and the regulations appearing at Section 24, Part 570 of the Code of Federal Regulations (24 CFR 570 <u>et</u> <u>seq.</u>), including, but not limited to, the assurances and certifications contained in Section 29 of this Agreement

   c. Comply with the Federal grant requirements of Title 2, Subtitle A, Chapter II, Part 200 of the Code of Federal Regulations (the "Uniform Guidance") as applicable. In all instances, the Grantee should review the Uniform Guidance requirements applicable to its use of CDBG funds, and CDBG-funded projects, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 11, 2022).

   d. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of CDBG Funds, as administered by the U.S. Department of Housing and Urban Development and the Authority.

   e. Utilize grant funds for the approved activities (excluding administration) at the following minimum expenditure rate:

      June 1, 2024 to November 30, 2024, complete first draw; and
      December 1, 2024 to May 31, 2025, 50% expended; and
      June 1, 2025 to November 30, 2025, all grant funded activities substantially complete.

      All grant funds must be expended and project activities completed by November 30, 2025 and all project closeout activities completed by January 31, 2026.

3. **<u>Effective Date</u>**. The effective date of this Agreement is June 1, 2024. Unless otherwise extended, suspended, or terminated by the Authority, this Agreement shall remain in effect until such time as the Grantee has (1) expended or returned to the Authority the funds authorized hereunder; and (2) met all terms and conditions for the receipt of funds pursuant to this Agreement.

4. **<u>Disbursement of Funds</u>**. The Grantee agrees that disbursement(s) under this Agreement shall be made in accordance with Authority established schedules and procedures. The Grantee further agrees that in the event no funds are disbursed within six (6) months of the

effective starting date as stated in Paragraph 3 above, the funds authorized pursuant to this Agreement shall be subject to recapture by the Authority. Further, in no event will a disbursement or further disbursements be made after a notice by the Authority of a violation of this Agreement, which violation has not been corrected to the satisfaction of the Authority.

5. **Administration Costs**. The Grantee acknowledges that a maximum of eighteen percent (18%) of the Total Grant Amount may be utilized for administrative costs. The administrative costs must be allowable, reasonable, and allocable as outlined in 2 CFR 200.403-200.405 and must be in accordance with the CDBG Policy Manual and any written administrative costs policies issued by the Authority. The Grantee may use administrative costs for direct costs as defined in 2 CFR 200.413 and indirect costs as defined in 2 CFR 200.414. If the Grantee uses both direct and indirect costs, the indirect costs must exclude any direct administrative expenses.

   The Grantee agrees to provide the Authority with a CDBG Program Administration Report, in the form of a quarterly Financial Status Report (the "FSR"), that documents and itemizes all direct and indirect administrative costs. If the Grantee elects to opt out of utilizing any of the Total Grant Amount towards administrative costs, the Grantee acknowledges that it cannot amend the Project Budget post-grant award to add it in as a funding component. CDBG Program funds are not to be used for research and development as defined in 2 CFR 200.1.

   The Grantee is permitted to draw down administrative costs at a rate commensurate with the rate of project cost expenditures. While the Grantee may incur additional administrative expenses, the drawdown of these costs must maintain an equal ratio to the drawdown of project expenditures. This ensures that the allocation of funds remains proportionate throughout the duration of the project. Any deviation from this equal ratio drawdown policy will require prior written approval from the Authority.

6. **Advancement of Funds**. The Grantee is permitted to request an advance payment of funds, up to twenty-five percent (25%) of their budgeted project costs. The budgeted project costs are defined as the total grant award minus the allocated administrative costs. This advance payment is specifically intended for construction costs that the Grantee has contractually committed to with a contractor or developer and may not be used to pay for administrative costs. The intention of this advance payment is to provide the Grantee with the necessary funds to initiate construction. Any request for such an advance payment must be submitted in writing and approved by the Grantor prior to disbursement of funds.

   If an advance of funds is made pursuant to this Agreement for a specific purpose and is not used by the Grantee for that purpose or another purpose permitted under this Agreement and approved by the Authority within 180 calendar days, or if the Grantee decides not to use the money, upon such disbursal or upon such decision, the Grantee shall immediately return to the Authority the funds advanced.

7. **Availability of Funds**. The State of Michigan CDBG Housing Program awards funds based upon year-to-date federal appropriations from the U.S. Department of Housing and Urban Development (HUD). Further, all Authority CDBG funding is subject to the availability of funds since the Housing Program is dependent upon federal appropriations and/or rescissions. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.

8. **Increase of Funds**. The Grantee agrees that the Authority may, at its own discretion and

with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions contained in Exhibit A. The Grantee further agrees that any such increases shall be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure the funds as administered by HUD or the Authority.

9. **Monitoring**. The Grantee agrees that the Authority may, at the Authority's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Authority may request.

10. **Records Retention Period**. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of four (4) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Authority.

11. **Reporting Schedule**. The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in Exhibit A as the Authority may require, including, but to limited to:

TYPE OF REPORT	**DUE DATE**
A. Accounting Certification	Prior to disbursement of funds.
B. Financial Status Reports (FSR) commonly referred to as "payment requests".	The 15th of the month following the report period. Payment requests should be submitted at least quarterly but not more than monthly.
C. Interim and Final Single Audit reports prepared by a certified public accountant.	Nine months after the Grantee's fiscal year end in which the funds governed by this Agreement have been expended. Please refer to the Neighborhood Development Division's (NDD) Supplemental Audit Guide for additional audit instructions.

12. All reports, correspondence, and documents required under this Agreement shall be submitted to:

CDBG Address:	Michigan State Housing Development Authority NDD - CDBG 735 East Michigan Avenue, PO Box 30044 Lansing, MI 48909
Grantee Address:	Robert Hillard City of Charlotte 111 E. Lawrence Ave. Charlotte, MI 48813

13. **Procurement**. The Grantee shall ensure that all procurement transactions shall be conducted in a manner that provides for maximum open and free competition.

14. **Reasonable Costs**. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered, or the supplies or materials are furnished.

15. **Cost Overruns**. All cost overruns shall be the responsibility of the Grantee.

16. **General Compliance**. All aspects of the Grantee's plan for the use of funds authorized pursuant to the terms and conditions of this Agreement, including, but not limited to, all supporting documents, site plans, design plans and specifications, shall be subject to review and approval by Authority staff to ensure compliance with Authority, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Authority.

17. **Records Review**. The Grantee hereby agrees that all aspects of the activities described in Exhibit A and all documents relating to and supportive of said activities, including, but not limited to, specifications and reports of funds expended, shall be freely available to the Authority or its authorized representatives for review by the Authority to ensure conformity with the terms of this Agreement.

18. **Contractors and Subcontractors**.

    a. The Grantee, all contractors and subcontractors shall ensure that any construction, rehabilitation, or conversion implemented pursuant to the terms and conditions of this Agreement will be sufficient to effect decent, safe, and sanitary conditions and meet all applicable local building codes.

    b. The Grantee, all contractors and subcontractors shall ensure that all precautions are exercised at all times for the protection of persons and property and shall observe the safety provisions of all applicable laws and building and construction codes.

    c. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

    d. The Grantee, all contractors and subcontractors shall maintain during the term of this Agreement public liability, property damage, and worker's compensation insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's or contractor's or subcontractor's operations under this Agreement.

19. **Discrimination**. The Grantee agrees that all activities assisted pursuant to the terms and conditions of this Agreement must be open to all regardless of age, height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national origin (including limited English proficiency), partisan considerations, or a disability or genetic information, and that all contractors, subcontractors, subgrantees, and sub-recipients involved must take affirmative action to assure an equal opportunity for employment, without discrimination as to age, height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national

origin, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

20. **Conflict of Interest**. If any member of the Grantee's Board of Directors or staff has an identity of interest with (a) any of the staff persons hired, (b) any of the persons or households to be assisted directly or indirectly with the funds, or (c) the persons and/or businesses retained to perform technical services hereunder or with persons or businesses providing supplies or services for which funds are being advanced under this Agreement in the form of 10% or more voting stock in such business, or interest as a director or officer of such business, or financial interest directly or indirectly in an amount of 10% or more, or in the form of common immediate family membership, the Grantee shall make written disclosure of the nature and extent of the relationship to the Authority prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Authority. The Grantee and its Board of Directors, staff, agent, consultant, officer, or elected or appointed official must also comply with all applicable Authority and HUD requirements and regulations regarding conflicts of interest, including but not limited to 2 CFR 200.112 and 2 CFR 200.318.

21. **Liability**. The Authority, the State of Michigan, their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor, or for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

22. **Hold Harmless**.

a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the Authority, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

b. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Authority in the performance of this agreement shall be the responsibility of the Authority, and not the responsibility of the Grantee, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Authority, any subcontractor, anyone directly or indirectly employed by the Authority, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Authority or its employees by statute or court decisions.

c. In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Grantee and the Authority in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Grantee and the Authority in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies (or the Authority) or their employees, respectively by statute or court decisions.

23. **Violations of Grant Agreement**. The Authority reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Authority shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority, within the time prescribed herein, this Agreement may be terminated forthwith by the Authority.

24. **Suspension of Grant**. If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available to the Authority, on reasonable notice to the Grantee, the Authority may suspend the grant and prevent further electronic funds transfer or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding to MSHDA for the CDBG program, or a decision to terminate in accordance with this Agreement. The Authority shall reimburse the Grantee for all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

25. **Termination for Cause**. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, if the Authority determines that the Grantee has failed to comply with the conditions of this Agreement or in the event that funds are no longer available to the Authority. The Authority shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the Authority shall be in accordance with the legal rights and liabilities of the parties.

26. **Termination for Convenience**. The Authority or the Grantee may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Authority shall pay from available Grant funds; the Grantee's share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.

27. **Remedies**. The Grantee hereby agrees that the election of the Authority to pursue any of the remedies set forth herein shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

28. **Federal System for Award Management (SAM)**. The Grantee must register with the SAM before any CDBG funds will be disbursed and must maintain an active registration throughout the period of performance. The SAM website is: https:/www.sam.gov/SAM. In accordance with federal Uniform Guidance, any CDBG funds received must be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

29. **Specific Compliance Requirements**. The Grantee hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the CDBG program as implemented pursuant to regulations contained in 24 CFR Part 570 and as administered by the Authority on behalf of the State of Michigan. Such assurances and certifications include, but are not limited to, the following:

    a. The execution of this Agreement is authorized under State and local statutes, and the Grantee possesses the legal authority to implement the CDBG program described herein and in accordance with regulations contained in 24 CFR Part 570 et. seq.

    b. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.426, and HUD CPD Notice 04-11 to assure that any repayment, interest, and other program income shall be returned to the Authority.

    c. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.904 pertaining to equal opportunity and fair housing.

    d. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.606 pertaining to displacement, relocation, acquisition, and replacement housing.

    e. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.608 and 24 CFR Part 35 pertaining to the testing for and abatement of lead-based paint in HUD-associated housing.

    f. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.611 pertaining to conflict of interest.

    g. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.605 pertaining to flood insurance.

    h. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.489(c) to assure that no funds available under this agreement are requested until funds are needed for payment of eligible costs. Further, the amount requested must be limited to the amount needed.

    i. The Grantee shall comply with all other requirements of the CDBG program which may be now or hereafter applicable to a CDBG Grantee as determined by the Authority pursuant to the requirements of 24 CFR 570 et. seq.

    j. The Grantee acknowledges and agrees that whenever CDBG funds are used for rehabilitation, the work must be performed according to the Grantee’s written rehabilitation standards and must, at a minimum, meet the housing quality standards contained in 24 CFR 882.109 for the duration of this Agreement.

30. **Severability**. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CDBG Grant Agreement

Exhibit A

Grant Term **June 1, 2024** to **November 30, 2025**

Budget:

Component/Activity	Funds Awarded	Leverage Funds	Total
HIP	**200,000**		**200,000**
Admin	**36,000**		**36,000**
TOTAL	**236,000**		**236,000**

Project Description:

10 units will be assisted. Assistance will be provided 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.

Pre-Disbursement Conditions:

Environmental Release of Funds letter
Program Guidelines

Special Conditions and/or Contingency Requirements:

The Grant Agreement is contingent upon the MSHDA's approval of the Grantee's Annual Profile Review.

AUTHORIZED SIGNATURE DESIGNATION FORM

As the highest elected official of **UGLG Name** designate the following individual(s) as Authorized Signer(s) for Grant # to sign the associated Grant Agreement, submit FSR payment requests and Grant Amendments, if applicable, for the aforementioned grant.

AUTHORIZED SIGNER(S)

Date: ____________________ ____

Type Authorized Signer Name, Title

Date: ____________________ ____

Type Authorized Signer Name, Title

APPROVED BY HIGHEST ELECTED OFFICIAL

Date: ____________________ ____

Type Authorized Official Name, Title

THE CITY OF
CHARLOTTE
MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Paul Brentar, Chief of Police
Date: 08-30-2024
Re: Staff report on Flock Safety Cameras

Background
As you will recall during our FY 24/25 budget hearing, I had Flock Safety Cameras provide a presentation to the council as to what their product provides for law enforcement and the community safety benefits associated. These cameras would be pole mounted with License Plate Reader (LPR) technology that would then alert the police department per the parameters that we set. These cameras would also come with a Transparency Portal which is a public facing dashboard that details the policies in place by the police department as well as automatically updated metrics from the Flock Safety system. This system is used by numerous communities throughout Michigan (see attached list in the Sole Source Justification) and the United States, with more adopting the program. Eaton Rapids is currently in the process of installing Flock cameras in their community as well. We would have access to all of these cameras as part of the system which would assist in investigations.

To fully protect the community with Flock cameras, a total of 14 would be needed. However, I only budgeted for 8 during the budget process as I had to submit those numbers before, I was able to have a full planning session with Flock to determine exactly how many we would need. I budgeted $24,000 for 8 cameras which we can proceed with now and add to the system in the coming years.

Recommendation
Approve sole source purchasing with Flock Safety for 8 cameras to be strategically located throughout the city.

Financial Impacts
Approximately $24,000 to be used from Contract Services depending on the poles used for camera placement.

Suggested Motion
City Council approves sole source purchasing of Flock Safety cameras in the amount of $24,000 with funds available in GL # 101-301.000-810.000, Contractual Services.

THE CITY OF
CHARLOTTE
MICHIGAN

SOLE SOURCE JUSTIFICATION

To be completed by the Department and forwarded to City Manager for Approval

Vendor ________________Flock Safety ____________________________

Amount $________________$24,000.00 ______________________________

Department ________________Police_____________________

Date_________08-30-2024_____________

☒ Sole Source – A single vendor is uniquely qualified to meet the City's procurement objective.

Provide an explanation of the need that has to be fulfilled, focusing on the requirements (not a description of the product or service, which satisfies that need). Why is this vendor the only one that can fulfill the need identified? Describe the unique aspects of their product or service or attach letter from vendor: ___See attached letter from Flock Safety

Check appropriate reason below:

☒ This is a product manufactured by a single vendor.

☐ This product or service is sold only through this single distributor.

☒ This service is unique to a single organization.

☐ An unusual or compelling urgency exists (explain below).

THE CITY OF
CHARLOTTE
MICHIGAN

REQUESTED BY:

Signature__________ Date 08-30-2024

(Typed Name) Paul Brentar

APPROVALS:

City Manager __________ Date 08-30-2024

flock safety

Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer and developer of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology®:
    - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
    - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
    - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
    - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
    - Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:
    - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
    - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
    - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
    - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:
    - One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
    - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
    - Privacy controls to enable certain vehicles to "opt-out" of being captured

4. Integrated Audio & Gunshot Detection:
    - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Live Video Integration:
    - Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety Falcon® ALPR cameras
    - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
    - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
    - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep

6. Situational Awareness:
    - FlockOS™ is the world's first and only public safety operating system compatible with Flock Safety™ live streaming fixed and PTZ Condor camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and

third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
  - Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS™ ESRI-based map
  - FlockOS™ features Flock Safety™ unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

7. Partnerships:
    - Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
    - Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
    - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

8. Warranty & Service:
    - Lifetime maintenance and support included in subscription price
    - Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
    - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,

Garrett Langley CEO, Flock Safety®

Flock Safety In Michigan

Plus, many more commercial and private customers

Rockford Dept. of Public Safety
Kent County SO
Wyoming PD
Holland Dept of Public Safety
Michigan State Patrol (Police)
Kalamazoo PD
Western Michigan University PD
Kalamazoo County SO
Berrien County Sheriff's Office
Cass County SO
Blackman-Leoni Public Safety
Three Rivers PD
Portage Department of Public Safety
Shelby Township PD
Detroit PD
St. Joseph Public Safety Department
Walker PD
Northville Township PD
Muskegon PD
Royal Oak PD
Wixom PD
Inkster PD

Highland Park PD
St. Clair County Sheriff's Office
Garden City PD
Port Huron PD
Oakland County SO
West Bloomfield Twp PD
Burton PD
Taylor PD
Ecorse PD
Flint Twp PD
Ferndale PD
Allen Park PD
Metro Police Auth of Genesee County
Garfield Township
Adrian PD
Novi PD
New Baltimore PD
Lincoln Park PD
Troy PD
Roseville PD
Marysville PD
Bloomfield Twp PD
Grosse Ile PD
Milford PD
Flushing PD

City of Jackson PD
Genesee County SO
City of Rochester Hills
Van Buren Twp PD
River Rouge PD
Napoleon Twp PD
St. Clair PD
Marine City PD
Waterford Twp
Mount Morris Twp
Wyandotte PD
Plainfield Twp (Kent County)
Pokégnek Bodéwadmik Pokagon Band of Potawatomi
East Bay Twp
Hazel Park PD
White Lake Twp PD
Peninsula Twp (Grand Traverse Sheriff's Office)
Sturgis PD
Farmington Hills PD
Birmingham PD
Redford Twp PD
Fraser DPS
Calhoun County SO
Lansing PD

Warren PD
Auburn Hills PD
Sterling Heights PD
Dearborn Heights PD
Southfield PD
Chesterfield Twp PD
Lowell PD
Monroe County SO
Wolverine Lake PD
Spring Arbor University Campus PD
Covert Twp PD
Madison Heights PD
Grand Beach/Michiana PD
Sumpter Twp PD
Ecorse Public Schools
Spring Arbor Twp PD
Richland PD
Jackson County Sheriff's Office
Dearborn PD
Flint PD
Macomb County SO
Romulus PD
Albion PD
Kalamazoo Township PD

CITY OF CHARLOTTE
RESOLUTION 2024-32 TO APPROVE THE STREET CLOSURE FOR THE CHARLOTTE PUBLIC SCHOOL HOMECOMING CELEBRATION PARADE TO BE HELD SEPTEMBER 20, 2024 FROM 5:00 PM TO 6:00 PM

WHEREAS, the Charlotte High School and the Charlotte Chamber of Commerce are organizing their annual Homecoming Celebration Parade on September 20, 2024, with a planned street closure from 5:00 p.m. to 6:00 p.m.;

WHEREAS, this event is expected to promote community-wide fellowship, benevolence, and school spirit;

WHEREAS, in collaboration with the Chief of Police, the Chamber of Commerce, and Charlotte High School, certain public streets have been coordinated for closure during the event;

WHEREAS, the parade will assemble at Horatio and E. Seminary in the Olde School Village Apartment area, proceed west on Seminary Street, turn north on Cochran Avenue, and conclude at the 1885 Courthouse Square at W. Harris St.;

WHEREAS, the Charlotte High School and the Charlotte Chamber of Commerce have requested the Charlotte City Council's approval for the following street closures from 5:00 p.m. to 6:00 p.m.:

- Closure of E. Seminary St. from Horatio St. to Cochran Ave.
- Closure of Cochran Ave. from E. Seminary St. to W. Harris St.;

NOW, THEREFORE, BE IT RESOLVED that the Charlotte City Council approves the requests and conditions presented by the Charlotte Chamber of Commerce for the successful organization and execution of the annual Homecoming Parade on September 20, 2024.

BE IT FURTHER RESOLVED that the Charlotte Department of Public Works and the Charlotte Police Department are authorized to assist with obtaining necessary MDOT permits, placing barricades, providing manpower at each intersection during the parade, and issuing a Traffic Control Order as required.

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 September 09, 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
RESOLUTION 2024-33 TO APPROVE THE STREET CLOSURE AND NO PARKING AREAS FOR THE ALMOST MIDNIGHT MADNESS DOWNTOWN TRICK OR TREATING EVENT TO BE HELD OCTOBER 21, 2024 FROM 4:00 PM TO 7:30 PM

WHEREAS, the annual downtown business/organization outreach event, titled as "The Almost Midnight Madness Downtown Trick or Treating Event", organized by the Charlotte Chamber of Commerce, is scheduled to take place on October 21st, 2024, from 5:00 p.m. to 7:00 p.m., with street closure planned from 4:00 p.m. to 7:30 p.m.; and

WHEREAS, the Charlotte Chamber of Commerce is committed to fostering community-wide fellowship, benevolence, and welfare through its organized events; and

WHEREAS, in collaboration with the Chief of Police, the Chamber has coordinated the closure of certain public streets and designated no parking areas for the aforementioned event; and

WHEREAS, the Charlotte Chamber of Commerce has submitted requests to the Charlotte City Council for approval of the following measures:

1. **Closure of Streets:**
   - Closure of Cochran Ave from Lawrence Ave. to Seminary St. to through traffic from 4:00 p.m. to 7:30 p.m. on October 21, 2024:
2. **No Parking signs:**
   - The Department of Public Works shall install "NO PARKING" signs by 3:00 p.m., October 21, 2024 as follows:
     - on both sides of Cochran Ave from Lawrence Ave. to Seminary Street, and
     - on the Eastern (Cochran Ave.) and Southern (Lawrence Ave.) sides of the streets immediately bordering the 1885 Courthouse Museum.

NOW, THEREFORE, BE IT RESOLVED that the Charlotte City Council approves the requests and conditions as presented by the Charlotte Chamber of Commerce for the successful organization and execution of the annual downtown business/organization outreach event on October 21st, 2024.

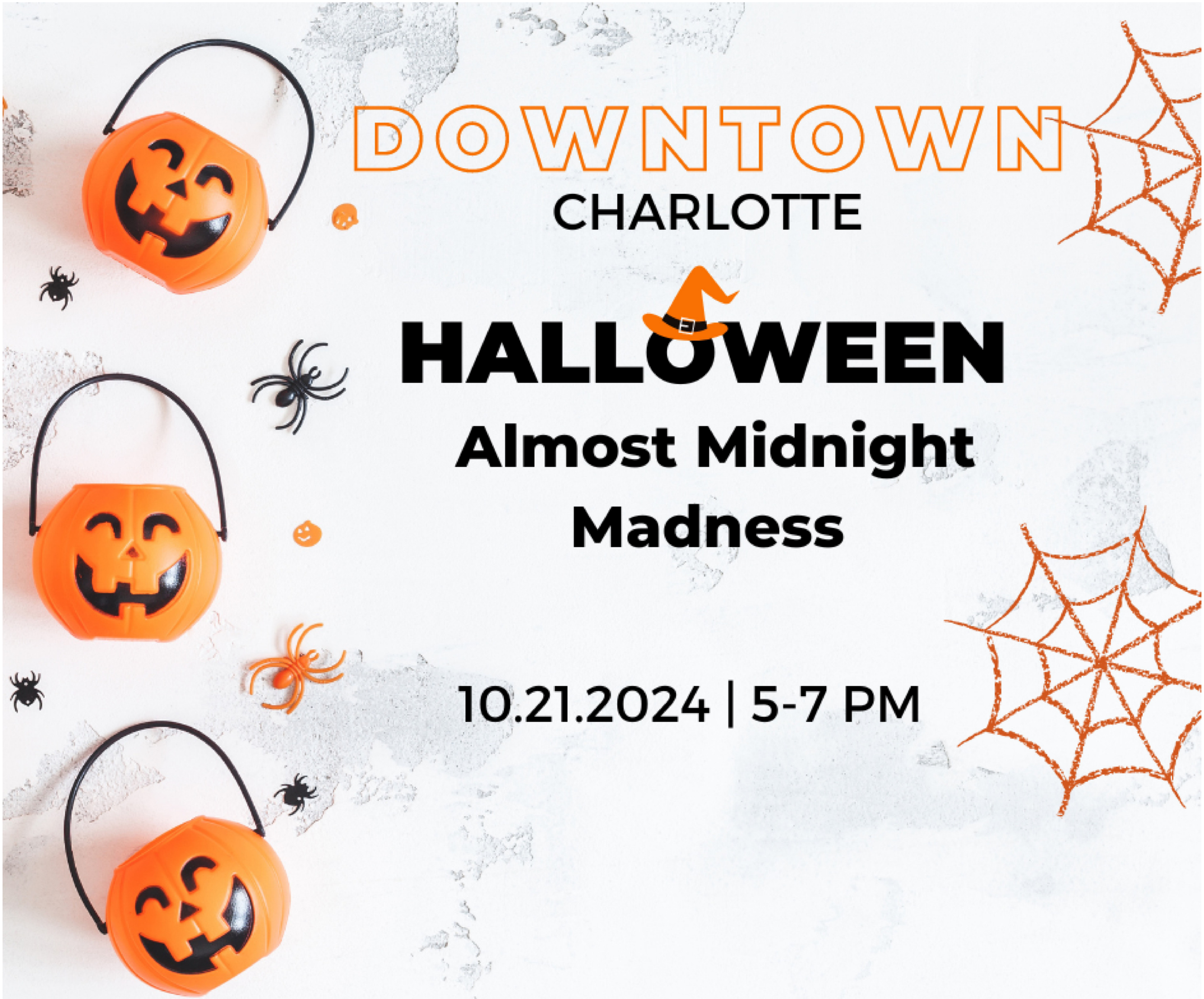
BE IT FURTHER RESOLVED, that the Charlotte Department of Public Works and Charlotte Police Department provide the authorized assistance to include obtaining necessary permits, placement of barricades and no parking signs and the issuance of a Traffic Control Order as may be necessary.

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 September 09, 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


DOWNTOWN
CHARLOTTE
HALLOWEEN
Almost Midnight
Madness
10.21.2024 | 5-7 PM

THE CITY OF
CHARLOTTE
MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: September 05, 2024
Re: Needful Things request for a food truck for their Fall Fest Celebration October 5, 2024

Background
Needful Things intends to host a Fall Fest Celebration commemorating their anniversary on October 5, 2024.Having a food truck onsite would enhance the event for their customers and the community. The food truck would utilize normal street parking adjacent to our property, and customers would access the food truck from our yard area. Needful Things will provide the City with a copy of their certificate of liability naming the City as an additional insured, along with a copy of the food truck food license.

Recommendation
Request the City Council consider approving the request for the food truck to operate during the specified event. This request does not require street closure as the food truck will use existing street parking.

Financial Impacts
The presence of the food truck would contribute positively to the local economy by supporting a small business vendor and adding to the festive atmosphere of the event. It would also provide additional food options for attendees without requiring additional infrastructure changes or city resources.

Suggested Motion
Motion to approve Needful Things request for a food truck for their Fall Fest Celebration October 5, 2024

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: September 05, 2024
Re: Request to approve a food truck at Bennett Park for the CROP Hunger Walk Event October 6, 2024

Background
CROP Hunger Walks are community-based fundraising events organized to support the global mission of Church World Service. This organization works towards sustainable solutions to hunger, poverty, displacement, and disaster. Importantly, 25% of the funds raised locally through these walks are returned to support local hunger-fighting efforts, including the Helping Hands Food Pantry, SIREN/Eaton Shelter, and the food bank at St. Vincent DePaul.

This is a request for City Council's approval to allow a food truck at Bennett Park on October 6th, 2024, for the 41st annual Charlotte Area CROP Hunger Walk. The registration for the event will start at 1:30 PM, and the walk is scheduled to begin at 2:00 PM. This year, we are introducing a new element to enhance the event experience by having a food truck present. We have made arrangements with J & J's Delicious Dogs and More, owned and operated by John Estes. Mr. Estes has assured us that his mobile food cart is fully permitted and has passed all necessary inspections. A copy of liability insurance naming the city as an additional insured and a copy of the permit from J & J's is on file with the City Clerk.

A map outlining the walk route for your review is included. This route has been used successfully for many years and is well-suited to the event's needs.

Recommendation
The food truck will exclusively serve participants of the CROP Hunger Walk who are present at the park. This addition is intended to provide a convenient option for attendees to enjoy refreshments and stay energized during the event. Your approval of this request would greatly contribute to the success and enjoyment of this important community event.

Financial Impacts
The food truck will provide a convenient refreshment option for participants, intended to enhance the overall experience and increase attendance and community engagement. This, in turn, supports the event's goal of raising funds for local and global hunger relief efforts.

Suggested Motion
Motion to approve the request for a food truck at Bennett Park for the CROP Hunger Walk Event October 6, 2024