



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
7:00 P.M. Monday, February 1, 2020

PER PA 254 OF 2020 AND THE MICHIGAN OPEN MEETINGS ACT,
THIS MEETING WILL BE HELD ELECTRONICALLY

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Approval of Minutes**
 - a. Approval of January 18, 2021 – 7:00pm meeting minutes
6. **Absence of Council Members**
7. **Public Comment** - Limit presentation to five (5) minutes
8. **Approval of Regular Agenda and Unanimous Consent Agenda**

UNANIMOUS CONSENT PROCEDURE

1. *Mayor asks Council members if there are any items to be added to or removed from the printed agenda and, after receiving a motion and second, conducts a vote to approve the agenda.*
2. *Mayor asks Council members if there are items on the printed agenda they wish to take up individually and notes them.*
3. *Mayor asks for a motion to approve the remaining items on the printed agenda by unanimous consent.*
4. *After motion and second, Mayor asks for a roll call vote on the motion for unanimous consent.*

9. **Special Presentations**
10. **Action Items - Resolutions and Ordinances**
 - a. Consider approval of Resolution No. 2021-010 Approving the Payment of Claims and Accounts
 - b. Consider approval of Resolution No. 2021-006 Authorizing the Purchase of Dump Truck Box and Associated Equipment
 - c. Consider approval of Resolution No. 2021-012 Authorizing Agreement for Ambulance Services with Eaton Area Emergency Medical Services
 - d. Consider approval of Resolution No. 2021-013 Approving First Amendment to City Manager Employment Agreement

- e. Consider approval of Resolution No. 2021-014 Authorizing Bank Signature
- f. Consider approval of Resolution No. 2021-011 Authorizing a Contract with Nelson Tank Engineering & Consulting, Inc. for Engineering Services Related to Maintenance of North Water Tower

11. Recess to Closed Session

Purpose of closed meeting pursuant to MCL 15.268(c)

12. Reconvene to Open Session

13. Public Comment - Limit presentation to five (5) minutes

14. Communications and Committee Reports

- a. City Attorney Report
- b. City Manager Report
- c. Councilmember Committee Reports

15. Mayor and Council Comments

16. Adjourn

~Pearl Tidwell, City Clerk

ADDRESSING THE CITY COUNCIL

- 1. Comments shall be made only during times set aside for that purpose.*
- 2. Each citizen may speak for up to 5 minutes during each public hearing and comments period.*
- 3. Comments made during public hearings shall be relevant to the subject of the public hearing.*
- 4. Comments shall be made from the podium unless otherwise directed by the Mayor.*
- 5. Comments shall be directed to the Mayor and Council members.*
- 6. Speakers shall begin by stating their name and address.*
- 7. Speakers shall refrain from using vulgarity, hate speech or "fighting words."*

Connect to Zoom from your computer, tablet, or smartphone

Website: <https://us02web.zoom.us/j/87082982058>

Meeting ID: 870 8298 2058

Or

Call in by telephone:

Phone number: (312) 626-6799

Webinar ID: 870 8298 2058

**CITY OF CHARLOTTE
COUNCIL PROCEEDINGS**

**Regular Meeting
January 18, 2021**

CALL TO ORDER:

By Mayor Armitage on Monday, January 4, 2021 at 7:00 p.m

PRESENT:

Councilmembers: McRae, Baker, Weissenborn, Hoogstra, VanStee, Dyer & Mayor Armitage. All reported their remote meeting location as being in the City of Charlotte, County of Eaton and State of Michigan. Staff: Manager LaPere, Clerk Tidwell, DPW Director Gilson; Labor Attorney Kluck; Public: Father Dwight Ezop with Community of St. Mary & St. Ann

PLEDGE OF ALLEGIANCE:

Mayor Armitage led the Pledge of Allegiance to the Flag of the United States of America.

INVOCATION:

Father Dwight gave the invocation.

APPROVAL OF MINUTES:

Motion by Baker, supported by Weissenborn to approve the minutes from January 4, 2020 and January 12, 2020 as presented. Carried. 7 Yes. 0 No. 0 Absent.

EXCUSE ABSENT MEMBERS:

All members were present.

PUBLIC COMMENT:

There was no public comment.

**APPROVAL OF REGULAR AGENDA AND UNANIMOUS
CONSENT AGENDA:**

Motion by VanStee, supported by Weissenborn to approve the Regular Meeting Agenda as presented. Carried. 7 Yes. 0 No. 0 Absent.

Motion by Hoogstra, supported by Baker to approve the Unanimous Consent Agenda as presented.

McRae requested item 10) d) Resolution # 2021-007 and 11) a) Resolution #2021-005 be removed from the Unanimous Consent Agenda

Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

SPECIAL PRESENTATIONS:

There was no special presentation.

EXPEDITED RESOLUTIONS AND ORDINANCES:

**A. Consider approval of Resolution No. 2021-004 Approving the
Payment of Claims and Accounts**

RESOLUTION NO. 2021-1

**A RESOLUTION TO APPROVE EXPENDITURES OF THE
CITY OF CHARLOTTE**

FOR JANUARY 18, 2020

WHEREAS, Section 7.7(B) of the City Charter requires Council approval for the expenditure of city funds; and

WHEREAS, the January 15, 2021, payroll totaled \$175,268.46; and

WHEREAS, the January 5, 2021, claims total in the amount of \$2,367.86; and

WHEREAS, the January 13, 2021, claims total in the amount of \$83,905.12; and

WHEREAS, January 4, 2021, insurance claims totaled \$857.27;

WHEREAS, January 11, 2021, insurance claims totaled \$878.54;

THEREFORE, BE IT RESOLVED that the City Council approves claims and accounts for January 18, 2021, in the amount of \$263,277.25.

The foregoing resolution offered by Council member Hoogstra and supported by Weissenborn. Carried with roll call vote. 7 Yes. 0 No.

B. Consider approval of Resolution No. 2021-007 Supporting a USDA Rural Development Grant Application for a Study to Determine the Feasibility of Regional Trail Development

RESOLUTION NO. 2021 – 007

A RESOLUTION SUPPORTING A USDA RURAL DEVELOPMENT GRANT APPLICATION FOR A STUDY TO DETERMINE THE FEASIBILITY OF REGIONAL TRAIL DEVELOPMENT

WHEREAS, the City of Charlotte recognizes non-motorized transportation as an important element of our community's quality of life, as it provides necessary and vital opportunities for residents of all socio-economic backgrounds; and

WHEREAS, the City of Charlotte has worked, for many years, to develop and enhance a safe, walkable network of pedestrian infrastructure connecting all points within the City; and

WHEREAS, the City of Charlotte further recognizes that safe and high-quality non-motorized transportation enhancements are especially important to residents with disabilities that may make it difficult or impossible to access motorized transportation; and

WHEREAS, the City of Charlotte understands that non-motorized transportation infrastructure represents more than transportation; it is also critically important for recreation, and encourages the type of healthy and active lifestyles the City wants to help make available for its residents; and

WHEREAS, the City of Charlotte appreciates that it is part of a larger region that is home to other communities and jurisdictions that may share some or all of these same goals and objectives.

THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte hereby offers its support for a proposed multi-jurisdictional application to the USDA Rural Development Program that, if approved, would help fund a study to determine whether the development of a regional trail connecting the City of Charlotte and the City of Eaton Rapids is feasible; the study to include the identification and evaluation of route alternatives; and

BE IT FURTHER RESOLVED that any and all jurisdictions that might be connected by any proposed trail development be invited and encouraged to participate in the study, and any subsequent development process.

The foregoing resolution offered by Council member Hoogstra and supported by Weissenborn. Carried with roll call vote. 7 Yes. 0 No.

C. Consider approval of Resolution No. 2021-008 Authorizing Sidewalk Snow Removal Contract

RESOLUTION NO. 2021-008

A RESOLUTION TO AUTHORIZE SNOW REMOVAL CONTRACT

RESOLVED, that the City enter into a contract with Randy Kenyon for the general purposes of snow removal and all upon such terms and conditions as are set forth in an agreement between the parties as annexed hereto.

CONTRACT

THIS AGREEMENT is made on the 18th day of January, 2021, by and between the City of Charlotte, a Michigan municipal corporation, 111 East Lawrence Avenue, Charlotte, Michigan 48813, hereinafter referred to as "City," and Kenyon & Sons, whose address

is 308 S. Sheldon St., Charlotte, MI 48813, hereinafter referred to as “Contractor.”

The City and Contractor agree as follows:

ARTICLE I. Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled “Sidewalk Snow Removal” in accordance with the following project description: For the 2020-21 winter season, to remove all snow and ice accumulations from the complete width of public sidewalks, including sidewalk ramps, abutting various addresses upon receipt of a verbal notice to proceed from the Supervising Professional. Before and after time stamped pictures shall be submitted with the invoices.

ARTICLE II. Definitions

“*Supervising Professional*” means the Charlotte City Manager or other persons acting under his/her authorization.

ARTICLE III. Time for Completion and Liquidated Damages

Section 1. The work to be completed under this contract shall begin within one (1) day following contractor’s receipt of a notice to proceed.

Section 2. The entire work for this contract shall be completed no later than two (2) days following the contractor’s receipt of the notice to proceed unless extended by mutual agreement.

Section 3. Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, may result in Contractor’s disqualification from consideration for future work pursuant to this agreement

ARTICLE IV. The Contract Sum

Section 1. City shall pay to Contractor for the performance of the contract either a) the lump sum amount of fifty dollars (\$50.00) for the removal of accumulations of ten (10) inches or less of snow and/or ice from sidewalks abutting standard residential lots including corner lots or b) actual invoiced costs associated with supplying labor, equipment and materials for the removal of 1) accumulations of snow and/ or ice in excess of ten (10) inches and 2) removal of any accumulations of snow from sidewalks abutting non-standard residential lots or commercial lots. Payment shall be made upon completion of all work and acceptance of the work by the Supervising Professional.

Section 2. The amount paid shall be equitably adjusted to cover changes in the work order by the Supervising Professional but not required by the contract documents. All such changes in the work shall be first approved in writing by the Supervising Professional prior to the start of such extra work.

ARTICLE V. Assignment

This contract may not be assigned or subcontracted without the written consent of City.

ARTICLE VI. Choice of Law

This contract shall be construed, governed and enforced in accordance with the laws of the State of Michigan. By executing this agreement, Contractor and City agree to venue in Eaton County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The

prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE VII. Relationship of the Parties

City and Contractor agree that this is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for City. Nothing contained in this contract shall be deemed to constitute any other relationship between City and Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to City for any contract, debt, or any other obligation to City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this contract.

ARTICLE VIII. Notice

All notices given under this contract, except Notices to Proceed, shall be in writing at the addresses set forth above. Notices to Proceed shall be given by telephone and shall be confirmed by mail or email.

ARTICLE IX. Entire Agreement

This contract represents the entire understanding between City and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by City and Contractor.

The foregoing resolution offered by Council member Hoogstra and

supported by Weissenborn. Carried with roll call vote. 7 Yes. 0 No.

D. Consider approval of Resolution No. 2021-009 Approving the Wide Open West Franchise Agreement RESOLUTION NO. 2021-009

A RESOLUTION TO APPROVE WIDE OPEN WEST FRANCHISE AGREEMENT

RESOLVED, that the City enter into The Cable Communications Franchise Agreement with WideOpenWest Mid Michigan, a Delaware Corporation doing business as WOW! Internet Cable Phone for the general purposes of providing video services and all upon such terms and conditions as are set forth in the attached agreement between the parties.

McRae expressed frustrations with video service providers.

The foregoing resolution offered by Mayor Pro-tem Dyer and supported by Hoogstra and establishing a 4% franchise fee. Carried with roll call vote. 7 Yes. 0 No.

INTRODUCTION OF RESOLUTIONS AND ORDINANCES:

A. Consider approval of Resolution No. 2021-005 Authorizing a Contract with Rowe PSC for Engineering Services Related to Safe Routes to School Project

RESOLUTION NO. 2021-005

A RESOLUTION TO AUTHORIZE A CONTRACT WITH ROWE PSC FOR ENGINEERING SERVICES RELATED TO SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, the City Council approved Resolution 2019-59 Supporting a Safe Routes to School Grant Application at their meeting on June 10, 2019 and committed to

implementing and maintaining the infrastructure that is part of the grant; and

WHEREAS, the project is a partnership between the Charlotte Public Schools, St. Mary's School, and Sparrow Eaton Hospital with assistance from the Eaton County Road Commission; and

WHEREAS, the Michigan Department of Transportation's (MDOT) has issued a Conditional Commitment for a grant in the amount of \$1,303,706.00; and

WHEREAS, specific dates must be met to secure the zero-match grant; and

WHEREAS, an impact grant of \$75,000 through the Capital Region Community Foundation was secured for engineering costs by project partner HGB; and

WHEREAS, Rowe PSC provides road engineering services for the City and is familiar with the MDOT LAP standards, Safe Routes to School project requirements as well as expectations of the City; and

WHEREAS, Rowe PSC has submitted a proposal for the design and construction engineering for an amount of \$326,000.00 plus the cost of any required easements as outlined in their proposal, and

WHEREAS, funding for the professional services related to engineering of Safe Routes to School project will be charged to the Major and Local Street Funds as appropriate and will be offset by the grant.

THEREFORE, BE IT RESOLVED that the City Council enter into a contract with Rowe PSC to provide the above-mentioned services in accordance with the proposal and that

the Mayor or Clerk be directed to sign said contract on behalf of the City.

The foregoing resolution offered by Council member Baker and supported by Mayor Pro-tem Dyer.

McRae inquired about the project.

Manager LaPere explained the resolution authorizing the application to proceed with the grant as a conditional commitment. DPW Director, Gilson explained the project of constructing new sidewalk, upgrading sidewalks to be universally accessible and installing crosswalks.

Carried with roll call vote. 7 Yes. 0 No.

B. Consider approval of Resolution No. 2021-006 Authorizing the Purchase of Dump Truck Box and Associated Equipment

RESOLUTION NO. 2021-006

A RESOLUTION TO AUTHORIZE THE PURCHASE OF DUMP TRUCK BOX AND ASSOCIATED EQUIPMENT

WHEREAS, the FY 20/21 budget includes the replacement of the dump body on Truck #22 (2007); and

WHEREAS, DPW staff has researched different dump bodies and determined that Truck & Trailer Specialties could best provide and install the equipment that meets their application needs; and

WHEREAS, Truck & Trailer Specialties holds a Cooperative Purchasing Contract through Rochester Hills for the requested equipment; and

WHEREAS, Truck & Trailer Specialties has quoted a price of \$22,124.00 to provide and install the dump box, hoist, tarp

and required lights based on the cooperative purchasing contract pricing; and

WHEREAS, the aforementioned equipment will be paid for from the Motor Vehicle Pool fund; and

WHEREAS, Section 2-186 of the City Ordinances allows for the waiver of sealed bids when using a purchasing contract from another governmental agency.

THEREFORE, BE IT RESOLVED That the City Council approve the purchase of the dump truck equipment from Truck & Trailer Specialties agrees to waive the sealed bid process.

RECESS TO CLOSED SESSION:

Motion by Weissenborn, support by VanStee to recess to closed session at 7:19pm. Carried with roll call vote. 7 Yes. 0 No.

RECONVENE TO OPEN SESSION:

Council reconvened at 9:34pm.

Motion by Mayor Pro-tem Dyer to approve the tentative agreement for the fire department union. There was no support.

Mayor Armitage stated that the labor attorney will discuss council's concerns with the fire department.

PUBLIC COMMENTS:

Jason Strotheide asked if there was a map of the proposed sidewalk improvements and shared traffic signal concerns.

Mayor Armitage stated he was unaware when a map would be available for the sidewalk project and stated that the cost for the project would be reimbursed through the grant.

COMMUNICATIONS AND COMMITTEE REPORTS,
COUNCILMEMBER COMMENTS:

City Manager LaPere stated that staff has been helpful and she's looking forward to working with everyone.

Baker had nothing to report.

McRae had nothing to report.

Hoogstra had nothing to report.

VanStee asked for a moment of silence for Martin Luther King Day.

Weissenborn welcomed the new city manager.

Mayor Pro-tem Dyer had nothing to report.

Mayor Armitage had nothing additional to report.

ADJOURNMENT:

Council member Baker moved, supported by Mayor Pro-tem Dyer to adjourn the meeting at 9:42 p.m. Carried. 7 Yes. 0 No. 0 Absent.

Mayor Armitage

Pearl Tidwell, City Clerk

CITY OF CHARLOTTE, COUNTY OF EATON, STATE OF MICHIGAN

RESOLUTION NO. 2021-010

**A RESOLUTION TO APPROVE EXPENDITURES OF THE CITY OF CHARLOTTE
FOR FEBRUARY 1, 2021**

WHEREAS, Section 7.7(B) of the City Charter requires Council approval for the expenditure of city funds;
and

WHEREAS, the January 29, 2021, payroll totaled \$205,151.10; and

WHEREAS, the January 29, 2021, claims total in the amount of \$151,897.12; and

WHEREAS, January 25, 2021, insurance claims totaled \$5,754.68;

THEREFORE, BE IT RESOLVED that the City Council approves claims and accounts for February 1, 2021, in the amount of \$362,802.90.

The foregoing resolution offered by Council member _____ and supported by _____.

Upon roll call vote, the following voted:

Aye:

Nay:

Absent:

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Charlotte at a regularly scheduled meeting held on Monday, February 1, 2021, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this 1st day of February 2021.

Pearl Tidwell, City Clerk
City of Charlotte

CITY OF CHARLOTTE, COUNTY OF EATON, STATE OF MICHIGAN

RESOLUTION NO. 2021-006

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF DUMP TRUCK BOX AND
ASSOCIATED EQUIPMENT**

WHEREAS, the FY 20/21 budget includes the replacement of the dump body on Truck #22 (2007); and

WHEREAS, DPW staff has researched different dump bodies and determined that Truck & Trailer
Specialties could best provide and install the equipment that meets their application needs; and

WHEREAS, Truck & Trailer Specialties holds a Cooperative Purchasing Contract through Rochester
Hills for the requested equipment; and

WHEREAS, Truck & Trailer Specialties has quoted a price of \$22,124.00 to provide and install the
dump box, hoist, tarp and required lights based on the cooperative purchasing contract pricing;
and

WHEREAS, the aforementioned equipment will be paid for from the Motor Vehicle Pool fund; and

WHEREAS, Section 2-186 of the City Ordinances allows for the waiver of sealed bids when using a
purchasing contract from another governmental agency.

THEREFORE, BE IT RESOLVED That the City Council approve the purchase of the dump truck
equipment from Truck & Trailer Specialties agrees to waive the sealed bid process.

The foregoing resolution offered by Council member _____ and supported by _____.

Upon roll call vote, the following voted:

Aye:

Nay:

Absent:

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of
Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the
City of Charlotte at a regularly scheduled meeting held on Monday, February 1, 2021, relevant to the
Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this 1st day of February 2021.

Pearl Tidwell, City Clerk
City of Charlotte

CITY OF CHARLOTTE, COUNTY OF EATON, STATE OF MICHIGAN

RESOLUTION NO. 2021-012

**A RESOLUTION TO AUTHORIZE EXECUTION OF AN AGREEMENT FOR
AMBULANCE SERVICES WITH EATON AREA EMERGENCY MEDICAL SERVICES**

WHEREAS, the City has been party to an agreement with Eaton Area Emergency Medical Services for the provision of ambulance services within the City limits and throughout surrounding areas of Eaton County, which agreement is due to expire on March 31, 2021; and

WHEREAS, the parties to the agreement desire to renew the agreement for a three-year period commencing April 1, 2021; and

WHEREAS, the provision of ambulance services for residents of the city is essential to the public health and welfare and is in the public interest; and

THEREFORE, BE IT RESOLVED that the City Council does hereby approve the agreement for with Eaton Area Emergency Medical Services and authorizes the Mayor to execute the agreement on behalf of the City.

The foregoing resolution offered by Council member _____ and supported by _____.

Upon roll call vote, the following voted:

Aye:

Nay:

Absent:

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Charlotte at a regularly scheduled meeting held on Monday, February 1, 2021, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this 1st day of February 2021.

Pearl Tidwell, City Clerk
City of Charlotte



Memo

Date: January 26, 2021
To: Honorable Mayor Armitage; City Council
From: Erin LaPere, City Manager
Re: Renewal of Ambulance Agreement

For over four decades, the City has joined with other Eaton County municipalities in an agreement for ambulance services with Eaton Area Emergency Medical Services (EMS). The current agreement is set to expire at the end of March. The new agreement is for a three-year period beginning April 1, 2021.

The revenues derived from the partnering municipalities are designed to cover the capital costs of providing the ambulance service for their residents. Other operating costs of the service are recouped through charges to users and/or their insurance plans.

The contract provides for a flat annual payment of \$35,522 each year of the three-year term and represents an increase from the cost of \$32,293 per year in the current agreement. The funding allocation was derived from a formula that included population and percent of runs, and subsequent contract agreements have seen a flat percent increase for all participating municipalities.

A copy of the agreement and resolution of approval are included for your review and consideration.

eel

attachments

CITY OF CHARLOTTE, COUNTY OF EATON, STATE OF MICHIGAN

**FIRST AMENDMENT TO CITY MANAGER
EMPLOYMENT AGREEMENT**

WHEREAS, pursuant to Section 6.1(b) of the Charter of the City of Charlotte, the City Council of the City of Charlotte entered into an Agreement with Erin E. LaPere ("City Manager"), the commencement date which was January 18, 2021; and,

WHEREAS, the Parties were unaware that the health insurance benefit, as provided in Section 4 thereof, was not immediately effective from January 18, 2021, and that the City Manager would have no health insurance coverage through the City of Charlotte until March 1, 2021; and,

WHEREAS, it was the intention of the Parties that the City Manager be fully covered from the effective date of the Agreement; and,

WHEREAS, the City Manager is required to make COBRA payments in order to continue her insurance coverage until March 1, 2021, which was not the intention of the City Council; and,

WHEREAS, the City Council has determined that it shall reimburse the City Manager for such COBRA payments.

NOW, THEREFORE, THE COUNCIL AND THE CITY MANAGER COVENANT AND AGREE TO AMEND THE CITY MANAGER EMPLOYMENT AGREEMENT AS FOLLOWS:

1. Upon the submission of the copy of checks paid to continue the insurance coverage that the City Manager had with her former employer, the City shall issue checks to the City Manager for reimbursement of said COBRA payments. The total amount will not exceed \$2,328.23.
2. That the remaining terms and conditions of the City Manager Employment Agreement, effective January 18, 2021, shall be, and hereby remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement at the City of Charlotte this ____ day of _____, 2021.

WITNESSES

CITY OF CHARLOTTE

By: _____

Michael A. Armitage, Mayor
On behalf of employer

By: _____

Erin E. LaPere
City Manager

Approved as to Form:

Thomas M. Hitch (P25558)
Charlotte City Attorney
601 Abbot Road
East Lansing, MI 48823
(517)351-0280

The foregoing resolution offered by Council member _____ and supported by _____.

Upon roll call vote, the following voted:

Aye:

Nay:

Absent:

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Charlotte at a regularly scheduled meeting held on Monday, February 1, 2021, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this 1st day of February 2021.

Pearl Tidwell, City Clerk
City of Charlotte

CITY OF CHARLOTTE, COUNTY OF EATON, STATE OF MICHIGAN

RESOLUTION NO. 2021-014

**A RESOLUTION TO APPROVE ADDITIONAL AUTHORIZED SIGNER FOR
VARIOUS INDEPENDENT BANK ACCOUNTS AND CERTIFICATES OF DEPOSIT**

WHEREAS, pursuant to Section 7.7(B) of the City of Charlotte Charter, the City Council has the authority to designate authorized signers for city bank accounts;

NOW, THEREFORE, BE IT RESOLVED that the Charlotte City Council does hereby authorize City Manager, Erin LaPere as an additional signer to Independent Bank accounts and certificates of deposit and removes Interim Manager, Thomas Thomas from all accounts.

The foregoing resolution offered by Council member _____ and supported by _____.

Upon roll call vote, the following voted:

Aye:

Nay:

Absent:

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Charlotte at a regularly scheduled meeting held on Monday, February 1, 2021, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this 1st day of February 2021.

Pearl Tidwell, City Clerk
City of Charlotte

CITY OF CHARLOTTE, COUNTY OF EATON, STATE OF MICHIGAN

RESOLUTION NO. 2021-011

A RESOLUTION TO AUTHORIZE A CONTRACT WITH NELSON TANK ENGINEERING & CONSULTING, INC. FOR ENGINEERING SERVICES RELATED TO MAINTENANCE OF NORTH WATER TOWER

WHEREAS, an inspection of the north water tower was completed in 2020 by Nelson Tank Engineering & Consulting, Inc. (NTEC) as part of the asset management plan; and

WHEREAS, necessary maintenance identified includes recoating the exterior, replacing the column ladder, and other ancillary items totaling approximately \$145,000; and

WHEREAS, the maintenance will be budgeted and completed in the FY 21/22 portion of 2021 construction season, and

WHEREAS, NTEC has provided tank engineering services for the City and is familiar with EGLE requirements as well as those of the City; and

WHEREAS, NTEC has submitted a proposal for the design and construction engineering for an amount of \$14,330.00, and

WHEREAS, the contract has been reviewed and approved by the City Attorney, and

WHEREAS, funding for the professional services related to the tank maintenance will be charged to the Water and Sewer Fund.

THEREFORE, BE IT RESOLVED that the City Council enter into a contract with NTEC to provide the above-mentioned services and that the Mayor or Clerk be directed to sign said contract on behalf of the City.

The foregoing resolution offered by Council member _____ and supported by _____.

Upon roll call vote, the following voted:

Aye:

Nay:

Absent:

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Charlotte at a regularly scheduled meeting held on Monday, February 1, 2021, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this 1st day of February 2021.

Pearl Tidwell, City Clerk
City of Charlotte



16240 National Parkway
Lansing, MI 48906

PROPOSAL AND CONTRACT AGREEMENT

This agreement between the CITY OF CHARLOTTE, 111 E. Lawrence Ave., Charlotte, MI 48813 (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 400,000-Gallon Water Storage Tank (PROJECT) at Charlotte, MI is as follows:

The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
- B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Fourteen Thousand Three Hundred Thirty Dollars (\$14,330). Terms of Payment shall be detailed in Section II.
- C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
- D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

Debra Oterberg
Proposed by CONSULTANT

January 18, 2021
Date

Contract Approved by CONSULTANT

Date

Contract Approved by OWNER (Title)

Date

Cosignature (If Required) (Title)

Date

SECTION I

Proposed Services and Responsibilities

400,000-Gallon Tank Painting and Repair

I. Preparation of Specifications and Contract Documents

A. Scope of Services Performed by the Owner

1. Provide a place for the bid opening.
2. Preside over the Bid Opening and open the bids received.
3. Review insurance certificate coverages.
4. Review Payment, Performance and Maintenance Bonds.

B. Scope of Services Performed by Consultant

1. Prepare Contract Documents and Technical Specifications for project to include, but not limited to, the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. General Conditions
 - d. Detailed Specifications
 - e. Inspection Form
 - f. Proposal Format
 - g. Contract Agreement
2. Address all questions, written or verbal response, concerning the project that are submitted.
3. Direct mail Advertisements to Contractors who have been prior approved as capable and conscientious.
4. Send Specifications to selected appropriate Plan Rooms.
5. Review the bids submitted to the Owner and recommend award.
6. Furnish Owner and Contractor Contract Documents to complete.
7. Review Payment and Performance Bonds of selected Contractor and the Insurance Certificates. The Owner's Insurance Consultant and Attorney should also review.
8. Furnish Owner with complete Notice to Proceed to sign and forward to the Contractor.

II. Color and Logo Modeling

- A. Develop and model simulation of the tank in 3D
- B. Create color, lettering and logo schemes per Owners' instructions
- C. Consult Owner on feasibility of logo/lettering schemes and sizing.

III. Project Administration

- A. Attend and preside over preconstruction meeting.
- B. Review material submittals.
- C. Review claims and change order requests.
- D. Prepare change order documents if applicable.
- E. Issue inspection reports in PDF format.
- F. Review pay applications and prepare documents for signature.
- G. Review final submittal documents.

IV. Critical Phase Inspection Services

- A. Two visits to observe repairs for specification compliance. Weld repairs visually inspected for surface defects (i.e. undercut, reinforcement, underfill).
- B. One visit to review valve vault abrasive blast cleaning for thoroughness, surface profile, and compliance with specification, prior to application of the primer coat. Record and review all materials delivered to the site for specification compliance.
- C. One visit to review the valve vault primer coat for uniformity, coverage, and dry film thickness, prior to application of the finish coat.
- D. One visit to review the valve vault topcoat for uniformity, coverage and dry film thickness for compliance with specification. Examine the overall project for possible damage caused by equipment removal.
- E. One visit to set the standard for exterior surface preparation for compliance with specification. Record and review all materials delivered to the site for specification compliance.
- F. Four visits to review exterior surface preparation for compliance with specification, prior to application of the primer coat.
- G. One visit to review the exterior primer coat for uniformity, coverage, and dry (or wet) film thickness, prior to application of the intermediate coat.
- H. One visit to review the exterior intermediate coat for uniformity, coverage, and dry (or wet) film thickness prior to application of the topcoat.
- I. One visit to review the exterior topcoat for uniformity, coverage and dry (or wet) film thickness for compliance with specification. Examine the overall project for possible damage caused by equipment removal.
- J. One visit to finalize the project, to review items in the contract specification for completion. To review the quality of workmanship for contract requirements.

V. Miscellaneous Provisions

- A. All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Owner for any other endeavor without the written consent of the Consultant.
- B. Inspection reports shall detail work completed, report progress, provide test results and prepare punch list for incomplete work.
- C. Consultant shall provide review and recommendations for pay requests submitted by Contractor.
- D. Consultant shall provide only inspection visits as described above unless otherwise directed by Owner.
- E. Consultant shall endeavor to observe Contractor's corrections of deficiencies or punch list items concurrently with regularly scheduled inspection visits. Additional visits, beyond the final inspection, required observing Contractor's corrections of deficiencies or punch list items shall be assessed per Section II. Payment to the Contractor shall be reduced to cover the cost of additional inspection services when deemed appropriate.

SECTION II

Proposed Service Fees

400,000-Gallon Tank Painting and Repair

1. Payment for preparation of specifications and contract documents shall be the lump sum fee of \$3,100.
2. Payment for model development and schematics shall \$960 based on the hourly schedule in accordance with the following estimate:

Tank model development	4 hrs @ \$120 per hour
Schematic #1	2 hrs @ \$120 per hour
Schematic #2	2 hrs @ \$120 per hour
3. Payment for project administration shall be \$1,030 in accordance the following:

Precon meeting:	\$550
Project administration:	4 hrs @ \$120/hr \$480
4. Payment for Inspection Services shall be \$9,240. Inspection fees shall be lump sum for each individual site visit. Payment shall be a \$660 per visit fee with 14 visits detailed in Section I.
5. Requests for Professional services not included in the original scope of work, Section I, shall be assessed at time and material fees per Section III.
6. Invoices shall include all work performed during the month. The invoice will start on the beginning of each month and will close on the end of each month. Partial payment requests may be allowed if approved by the Owner. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

Section III

Additional Service Fees

<u>Labor Class</u>	<u>PER HOUR</u>
Project Manager.....	\$120.00
Registered Professional Engineer.....	\$120.00
Project Engineer - Level II.....	\$100.00
Project Engineer - Level I.....	\$ 90.00
Inspector - Level II.....	\$ 85.00
Inspector - Level I.....	\$ 75.00
Secretarial Services.....	\$ 50.00
Modeling or CAD.....	\$120.00

Expenses

Mileage.....	\$1.00/mile
Meals, Lodging.....	\$120 per diem
Air Travel.....	Business class
Car rental.....	Full size

Laboratory Testing

TCLP (One metal).....	\$ 85.00
TCLP (Ten metals).....	\$350.00
Background Soil (Total lead).....	\$ 45.00
Paint Sample (1 Metal).....	\$ 50.00
Paint Sample (2 Metal).....	\$ 60.00
Paint Sample (3 Metal).....	\$ 70.00

NELSON TANK ENGINEERING AND CONSULTING, INC.

AGREEMENT

General Conditions

(Owner Document)

I. BASIC PROVISIONS

- A) The parties agree to deliver all executed documents upon signing of the Services Agreement.
- B) The Owner agrees to furnish Consultant with sufficient copies of all documentation necessary to contract for the work to be completed according to the Services Agreement.
- C) All times provided for in the Services Agreement shall commence upon the dates specified therein. Consultant shall commence work upon execution of the Services Agreement.
- D) Consultant shall verify all physical data, measurements and other information prior to the commencement of work and report any ambiguities, errors, conflicts or discrepancies to Owner. Consultant shall not be liable to the Owner for failure to report any such ambiguities, discrepancies, errors or conflicts unless Consultant knew or should have reasonably known of the same.
- E) Upon request and within a reasonable time of the execution of the Services Agreement, Consultant agrees to provide Owner with Certificates of Insurance or any other evidence of insurance as may be required. At this time, a preliminary conference with Owner shall be held if either party has unclarified questions or ambiguities with regard to the discharge of the Services Agreement.
- F) The parties intend that the Services Agreement along with all collateral documents thereto including this Schedule of General Provisions shall constitute all of the contract documents between the parties for the services to be rendered. It is the intention of the parties to adopt all business practices, trade customs and technical definitions as used in the construction industry pertaining to facilities in the interpretation of the Agreement. All ambiguities raised by either party to the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.
- G) The Agreement and all collateral documents may be amended, supplemented, revised or deleted only by written document entered into by the parties which will include change orders as provided herein.

II. MATTERS PERTAINING TO THE AVAILABILITY OF OWNER'S FACILITIES

- A) The Owner shall furnish Consultant with unencumbered access to the facility as described in the Services Agreement along with all documentation deemed reasonably necessary by the Consultant as a condition precedent for the performance of Consultant's services.
- B) The Consultant may rely upon the technical information and physical data provided by the Owner with regard to the specifications, characteristics, dimensions and condition of the facility and other assets upon which the Consultant has been retained to work.
- C) Consultant may rely upon the technical information provided by the Owner in performing its services and shall not be responsible for errors based upon incomplete or erroneous data supplied by the Owner. If Consultant discovers any defects in the performance of services contracted for by the Services Agreement, Owner agrees to issue any necessary change orders providing for such additional work as necessary to correct the defect in question and to authorize payment for any and all additional services or material required by the Consultant to complete Consultant's services.
- D) Defects undiscovered by Consultant when estimating the work to be done under the Services Agreement, shall be called to the Owner's notice immediately upon discovery. Owner shall be responsible for the safety and protection of the Consultant with regard to any such unsafe conditions that exist with regard to the facility.

III. INSURANCE

- A) Consultant shall purchase and maintain such liability and other insurance as is appropriate for the services being rendered and furnished and will provide protection from claims which may arise out of Consultant's performance and furnishing of services and Consultant's other obligations under the Services Agreement whether to be performed by Consultant, subcontractor, or supplier or by anyone directly or indirectly contracted for or employed by them.
- B) Owner shall purchase and maintain such property, liability and other insurance as appropriate for risks attendant to the property upon which Consultant shall perform services and Owner shall make available for Consultant's

inspection Certificates evidencing such coverage extending to Consultant, subcontractors and suppliers and include coverage for the respective officers and employees of such parties.

- C) All insurance coverages required by these general conditions shall be for not less than limits of liability required by the Services Agreement or the laws and regulations of the State of Michigan or the federal government. All insurance contracts identified to this Agreement shall contain provisions or endorsements that coverage shall not be canceled, materially changed or renewal refused without at least thirty (30) days prior written notice to the Owner and Consultant and to any other insured to whom a Certificate of Insurance has been issued.
- D) The Owner and Consultant intend that all policies purchased in accordance with this Article III will endeavor to protect the Owner, Consultant, subcontractors and suppliers and all other persons listed as additional insureds and will provide primary coverage for losses and damages. Any such policy purchased in accordance with this Agreement shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Additionally, the Owner waives all rights against the Consultant, subcontractors, consultants and the officers, Directors, employees and agents of any of them for any loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to the Owner's property caused by or arising out of fire or other peril, whether or not insured by Owner, and loss or damage to the completed project or part thereof caused by or arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the project by Owner and any policy issued in accordance with the terms of this Agreement shall contain provisions to the effect that in the event of payment of any loss, damage or consequential loss, the insurers will have no rights of recovery against any contractor, subcontractor, consultant and the officers, Directors, employees or agents of any of them.

IV. CONSULTANT'S RESPONSIBILITIES

- A) Consultant shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession to perform in accordance with the Services Agreement. Consultant shall be solely responsible for the means, methods, techniques, materials used, and procedures applied in fulfilling its services and shall be solely responsible for the appointment of individuals responsible for the performance of the services contracted for by the Services Agreement.
- B) Unless specified elsewhere to the contrary, Consultant shall furnish, be compensated for, and assume all responsibility for all materials, equipment, labor, transportation, equipment and other facilities necessary for the furnishing, performing, testing and completion of the services contracted for by the Services Agreement.
- C) Consultant shall adhere to the time schedule for completion of the Services Agreement advising Owner of any alterations necessary in the performance of such schedule and procure the Owner's written agreement, which shall not be unreasonably withheld with regard to any such changes.
- D) If, during the course of providing services in accordance with this Services Agreement, Consultant determines that other or equal material or procedures will accomplish the work contracted for by this Agreement, Consultant shall notify the Owner or its appropriate representatives following established change order procedures, if appropriate, and such substitution shall be approved by the Owner's representative unless clear and convincing evidence is shown that the Consultant's basis for substitution is wrong. In such case, if the Consultant continues to adhere to its decision with regard to the above mentioned substitution and the Owner's representative refuses to approve a change order for the same, if necessary, Consultant may seek alternative dispute resolution of the issue as provided herein by mediation if the same will not substantially protract the time necessary for the completion of the rendition of services.
- E) If, in the performance of Consultant's services, other subcontractors or suppliers must be utilized, Consultant shall provide Owner with the identity of any proposed subcontractor or supplier. Consultant refuses to deal with any subcontractor or supplier against whom the Owner has made reasonable objection. If such subcontractor or supplier is rejected by the Owner and Consultant has made diligent inquiry as to an acceptable substitute but is unable to substitute for the objected subcontractor or supplier, Owner agrees to adjust the contract price as necessary for the hiring of replacement subcontractor or supplier.
- F) Owner with Consultant's assistance, shall obtain and pay for all permits and licenses, other governmental charges and inspection fees necessary for the completion of the services contracted for by this Services Agreement. This provision shall not be applied to relieve owner of its obligation for the payment of any costs the Owner has assumed by the Services Agreement.
- G) Consultant shall give notices and comply with laws and regulations concerning the performance of services contracted for by this Service Agreement. If Consultant knows the performance of services shall be in violation of law or regulation, the Consultant shall bear all claims, costs, losses and damages caused by Consultant's actions. Otherwise, Owner shall be responsible for any and all costs, claims, losses or other obligations arising from the inspection, ownership and maintenance of the facility.
- H) It shall be Consultant's responsibility to confine its activities to the premises on which the inspection services are rendered. After the rendition of services, Consultant agrees to remove all of its tools, appliances,

equipment, machinery and surplus materials. The site shall be left clean and ready for use by the Owner after the completion of the rendition of services contracted for by the Services Agreement.

- I) Consultant agrees that if any dispute should arise under the terms of this Services Agreement which is submitted to mediation, Consultant shall carry on with the rendition of services and adhere to the time schedule established for the completion of performance of services during all disputes or disagreements with the Owner. No services shall be delayed or postponed pending resolution of any dispute or disagreement except as otherwise permitted in accordance with these general conditions or as agreed to in writing with the Owner.
- J) Consultant agrees to indemnify and hold harmless Owner and its officials, officers, Directors and employees to the fullest extent permitted by law from and against claims, costs, losses and damages (including reasonable legal fees and charges of other professional and all other dispute resolution costs) caused by or arising out of or resulting from the performance of the services rendered by Consultant incident to this Services Agreement provided that any such claim, cost, loss or damage is attributable to the negligent act, error or omission of the Consultant, subcontractor or supplier; provided, comparative negligence shall be taken into account in measuring Consultant's liability for damages hereunder.

V. OWNER'S RESPONSIBILITIES

- A) The Owner shall not supervise, direct or have control or authority over nor be responsible for Consultant's means, methods, techniques, or procedures of rendering services or for the safety precautions and programs incident thereto or for any failure of the Consultant to comply with laws and regulations applicable to the furnishing of performance of the services contracted for by this Services Agreement. Owner will not be responsible for Consultant's failure to perform or furnish the services in accordance with this Services Agreement. The Owner shall be responsible for providing a safe and hazard-free site upon which Consultant may perform its services.
- B) Owner represents that the authorized governing authorities of Owner have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.
- C) Owner shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Owner has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Owner with regard to any and all decisions necessary in the fulfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Owner shall be any of its officers or its chief elected official.

VI. CHANGES IN WORK

- A) Within the parameters of services to be rendered by Consultant, Owner may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Owner and Consultant have agreed to compensation for the same.
- B) Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Owner's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended.
- C) If the Owner and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to continue and the Owner agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

VII. PAYMENTS TO CONSULTANT AND COMPLETION

- A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Owner shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis therefore.
- B) Such dispute shall be submitted to mediation if the parties cannot otherwise agree to its disposition.
- C) Consultant acknowledges that title to all materials and equipment covered by any payment from Owner to Consultant whether incorporated in the services rendered or not will pass to the Owner no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

VIII. TERMINATION OR SUSPENSION OF SERVICES

- A) The Owner may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Owner shall only be in accordance with terms, conditions and contract price as agreeable by Consultant.
- B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Owner and the impairment has been corrected.
- C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Owner's obligation for the payment for same may be excused.

IX. DISPUTE RESOLUTION

- A) The Owner and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation.

X. MISCELLANEOUS

- A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal services nature of the Agreement, it shall not be subject to assignment by the Consultant.
- B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
- C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.

XI. SAFETY

- A) Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at the construction site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance the contract documents and any health or safety precautions required by any regulatory agencies.
- B) The Consultant and its personnel have no authority to exercise any control over the Contractor or its employees in connection with their work or any health and safety programs or procedures.
- C) The Owner agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's contract with the General Contractor.

MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, City Attorney

RE: **CITY ATTORNEY REPORT**

DATE: January 27, 2021

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

1. Meeting with new City Manager. I had the opportunity to meet with the new City Manager on January 21, 2021 and we discussed several issues. I very much look forward to working with her going forward, and have responded to several minor issues as she is getting up to speed.

2. Amendment to City Manager's Contract. At the direction of the Mayor, I reviewed an unintended lack of health insurance coverage by the City in its contract with the City Manager. I have prepared an amendment, which is on the meeting agenda, to repay the City Manager for COBRA payments that were not anticipated to be paid personally by the City Manager for her insurance continuation with her former employer.

TMH:cf



**Manager's Report
February 1st Council Meeting**

Street Closure - No Thru Traffic

W. Seminary St. from Pearl St. to Brackett St. has been closed as of Wednesday, January 27th until further notice due to broken water main. The line does not service any residents and the repairs are expected to commence the week of February 1st.

President's Day

Monday, February 15th is President's Day which is observed by the City of Charlotte. City Hall will be staffed for emergency services. The regularly scheduled Council meeting will be held on Tuesday, February 16th in observance of the holiday.

Local Government Retirement System Annual Report - Form 5572

For Council's review I have included an electronic copy of the Form No. 5572 for FY19-20. State statute requires that this report be filed by any local government that offers a retirement pension benefit plan and/or a retirement health benefit plan, and the local government must also electronically submit the report to its governing body. Please note, a formal vote of approval or governing body resolution is not required for this report.

Snow and Ice Removal

During the winter months, we ask everyone do their part to help keep the sidewalks clear of ice and snow for pedestrians. Clean and clear sidewalks help school children and those who depend on non-motorized transportation travel safely within the city. Similarly, residents with disabilities depend on clear sidewalks for safe travel. Pedestrians forced to walk in the street due to unsafe sidewalks are put in a dangerous position that can be avoided if all residents help out and clear the sidewalks in front of their home or business.