



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Monday, August 2, 2021

Interested persons can participate in-person or via Zoom
Connect to Zoom from your computer, tablet, or smartphone
Website: <https://us02web.zoom.us/j/82894601504> Meeting ID: 828 9460 1504 Or
Call in by telephone: Phone number: (312) 626-6799 Webinar ID: 828 9460 1504

1. **Call to Order**
2. **Roll Call**
3. **Invocation** – Jack Conklin - Lawrence Ave. United Methodist
4. **Pledge of Allegiance**
5. **Approval of Minutes**
 - a. Approval of July 19, 2021 – 7:00pm meeting minutes
6. **Absence of Council Members**
7. **Public Hearings**
 - a. Ordinance 2021-10 Amending Chapter 68, Article III, Section 68-99 Billing and Collection
8. **Public Comment** - Limit presentation to five (5) minutes
9. **Approval of Regular Agenda and Unanimous Consent Agenda**
10. **Special Presentations**
 - a. Presentation of plans to honor Congressional Medal of Honor recipient Francis Charles Flaherty on August 21st at Maple Hill Cemetery

UNANIMOUS CONSENT PROCEDURE

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.

Mayor asks Council members if there are items on the printed agenda they wish to take up individually and notes them.

Mayor asks for a motion to approve the remaining items on the printed agenda by unanimous consent. After motion and second, Mayor asks for a roll call vote on the motion for unanimous consent.

11. Expedited Resolutions and Ordinances

- a. Consider Resolution 2021-112 Approving Claims and Expenditures
- b. Consider Resolution 2021-116 Approving Contract with Prein & Newhof to Acquire Easements for Removal of Trees at the Fitch A. Beach Airport
- c. Consider Resolution 2021-113 Approving Filling a Vacancy in the Police Department
- d. Consider Resolution 2021-114 Approving Changes to Signatories on Bank Accounts

12. Approval of Resolutions and Ordinances

- a. Consider Ordinance 2021-10 Amending Chapter 68, Article III, Section 68-99 Billing and Collection

13. Introduction of Resolutions and Ordinances

- a. Consider Ordinance 2021-09 Amending Chapter 14, Article III to Establish a Rental Registration and Inspection Program
- b. Consider Resolution 2021-115 Amending the Fee Schedule

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

15. Communications and Committee Reports

- a. City Attorney Report
- b. City Manager Report
- c. Councilmember Committee Reports
- d. Correspondence from State Representative Witwer regarding Drinking Water Asset Management Grant

16. Mayor and Council Comments

17. 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**

**Regular Meeting
July 19, 2021**

CALL TO ORDER:

By Mayor Armitage on Monday, July 19, 2021 at 7:00 p.m

PRESENT:

Councilmembers: McRae, Baker, Weissenborn, VanStee, Hoogstra Dyer & Mayor Armitage. Staff: Manager LaPere and Deputy Clerk Densmore.

PLEDGE OF ALLEGIANCE:

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

APPROVAL OF MINUTES:

Motion by Baker, supported by Dyer to approve the minutes from July 6, 2021 and July 13, 2021 as presented. Carried. 7 Yes. 0 No. 0 Absent.

EXCUSE ABSENT MEMBERS:

None

PUBLIC COMMENT:

Mark Getsal, Lansing MI representing Edmond Senior Apartments expressed concern about noise in the City.

Valli Halbeisen of 810 Pleasant St. expressed concern about the sidewalks proposed in her neighborhood as part of the Safe Routes to School grant awarded and the hardship that this would be placing on the senior citizens for maintenance.

Doug Rosier of 300 High St. expressed concern of homes not being kept up to code.

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Manager LaPere gave a brief overview on the status of 241 N. Clinton St.

APPROVAL OF REGULAR AGENDA AND UNANIMOUS CONSENT AGENDA:

Motion by Dyer, supported by McRae to approve the Regular Meeting Agenda with the addition of item 10) f) Consider Resolution 2021-111 Authorizing City Attorney to file claim in Circuit Court for 241 N. Clinton St nuisance abatement. Carried. 7 Yes. 0 No. 0 Absent.

Dyer requested items 12)a & b be removed from the Unanimous Consent Agenda.

Weissenborn requested item 10)e be removed from the Unanimous Consent Agenda.

Armitage requested item 10)f be removed from the Unanimous Consent Agenda.

Motion by Baker, supported by VanStee to approve the Unanimous Consent Agenda as presented. Motion carried with roll call vote. 7 Yes. 0 No. 0 Absent.

SPECIAL PRESENTATION:

Manager LaPere gave an overview on the downtown overnight parking permits program and correspondence received from business owners.

Discussion was held about the history of the program. Council inquired about the processes for receiving permits and parking regulations in the city.

Anthony Rodriguez, business owner and resident of Charlotte, inquired on details of the program.

Council concurred that the Downtown Development Authority should be the initial body to review the program as they were instrumental in development of the solution to the overnight parking needs of downtown residents.

EXPEDITED RESOLUTIONS AND ORDINANCES:

A. Consider Resolution 2021-106 Approving Claims and Expenditures

RESOLUTION NO. 2021-106

A RESOLUTION TO APPROVE EXPENDITURES OF THE CITY OF CHARLOTTE FOR JULY 19, 2021

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

WHEREAS, the July 16, 2021, payroll totaled \$86,593.67; and

WHEREAS, the July 16, 2021, claims total in the amount of \$121,419.64; and

WHEREAS, the July 12, 2021, insurance claims totaled \$5,112.55; and

THEREFORE, BE IT RESOLVED that the City Council approves claims and accounts for July 19, 2021, in the amount of \$213,125.86.

The foregoing resolution was offered by Council member Baker and supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

B. Consider Resolution 2021-107 Confirmation of City Treasurer

A RESOLUTION TO CONFIRM THE APPOINTMENT OF ERIC SMITH AS FINANCE DIRECTOR-TREASURER

WHEREAS, former Clerk-Treasurer Pearl Tidwell's resignation from the position of city clerk-treasurer has created a vacancy in a position that is essential to the efficient and effective functioning of Charlotte City government; and

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

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

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

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

The foregoing resolution was offered by Council member Baker and supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

C. Consider Resolution 2021-108 Confirmation of City Clerk

**A RESOLUTION TO CONFIRM
THE APPOINTMENT OF MARY
LAROCQUE AS CITY CLERK**

WHEREAS, former Clerk-Treasurer Pearl Tidwell’s resignation from the position of city clerk-treasurer has created a vacancy in a position that is essential to the efficient and effective functioning of Charlotte City government; and

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

WHEREAS, City Manager LaPere has reviewed the skills and experience as they related to the position of city clerk and has determined that Mary LaRocque is well qualified to fulfill the responsibilities of the position; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby confirm City Manager LaPere’s appointment of Mary LaRocque as City Clerk.

The foregoing resolution offered by Council member Baker and
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supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

D. Consider Resolution 2021-109 Approving Accepting ARPA funds

**A RESOLUTION TO AUTHORIZE
ACCEPTANCE OF AMERICAN RESCUE ACT
FUNDS**

WHEREAS, the City Council approves accepting the preliminary award of \$951,437 from the American Rescue Plan Act Fiscal Recovery Fund, authorizes the City Manager or Finance Director/Treasurer to execute all documents related to the acceptance; and

WHEREAS, on March 11, 2021 the Federal Government enacted Public Law 117-2 known as the “American Rescue Plan Act of 2021” or “ARPA” to provide additional relief to address the continued impact of the Coronavirus Disease of 2019 (COVID-19) pandemic on the economy, public health, state and local governments, individuals, and businesses. On May 10, 2021 the US Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by ARPA, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to recover from the COVID-19 pandemic; and

WHEREAS, the City of Charlotte will receive its funding through the State of Michigan, which acts as a pass-through for smaller municipalities not entitled to receive funding directly from the federal government. The State has computed the City of Charlotte

preliminary allotment of Fiscal Recovery Funds to be \$951,437. This allotment will be paid to the City over two years. The ARPA permits the City to use the funds to cover eligible costs incurred during the period beginning March 3, 2021 and ending December 31, 2024. Eligible costs generally include recovery of revenue losses, negative economic impacts from the COVID-19 pandemic, and investments in water, sewer, and broadband infrastructure. Final guidance is still being developed related to eligible costs. The City plans to have ongoing dialogue and transparency regarding appropriation of these funds;

THEREFORE, BE IT RESOLVED that the City Council accept the American Rescue Plan Act Funds on behalf of the City and authorizes the City Manager to submit required application and supplemental documentation to the state treasury.

The foregoing resolution offered by Council member Baker and supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

E. Consider Resolution 2021-110 Approving Stipend amount for Asst. Chief

**A RESOLUTION TO AUTHORIZE A STIPEND
REQUEST FOR CITY OF CHARLOTTE
VOLUNTEER FIRE DEPARTMENT.**

WHEREAS, the City has received a request from the Charlotte Volunteer Department for approval of a quarterly stipend for the Assistant Fire Chief; and

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WHEREAS, the Charlotte Volunteer Fire Department has appointed a member of the volunteer ranks as the Assistant Fire Chief when the role had been held by a full-time employee for a number of years who was not eligible for a stipend; and

WHEREAS, the proposed stipend amounts is \$2,500 per quarter to be paid in lieu of the quarterly stipend payment to compensate the volunteer for the additional duties of this role; and

WHEREAS, the Charlotte Volunteer Fire Department is requesting that the City Council approve the stipend amount as set forth above for a volunteer serving as Assistant Fire Chief.

THEREFORE, BE IT RESOLVED that the City Council authorizes the quarterly stipend of \$2,500 for the role of Assistant Fire Chief with the Charlotte Volunteer Fire Department. This stipend would be subject to the same requirements and payment processes as the other quarterly stipends for the volunteers.

The foregoing resolution offered by Council member Dyer and supported by Weissenborn. Carried with roll call vote. 6 Yes. 1 No. 0 Absent.

F. Consider Resolution 2021- 111 Approving Circuit Court Action

**RESOLUTION NO. 2021-111
A RESOLUTION TO APPROVE THE CITY OF
CHARLOTTE
CIRCUIT COURT ACTION**

WHEREAS, the City of Charlotte has notified the property owner of 241 N Clinton of the determination by the Building Official that the unit at 407 W Stoddard is unfit for human habitation and is considered an unsafe structure in accordance with section 108.1.3 of the 2015 International Property Maintenance code and has been condemned until the hazards are remedied; and

WHEREAS, the City has given the property owner notice that the rubbish and other debris on the premises is in violation of Chapter 52, Section 302.1 and 307.1, and Chapter 50, Section 4; and

WHEREAS, the City has given the property owner until July 26, 2021 to obtain permits and commence necessary repairs, and clean up of the rubbish and debris; and

WHEREAS, the City Administration seeks to file claim in Circuit Court to abate this nuisance;

THEREFORE, BE IT RESOLVED that the City Council approves action by the City Attorney to file a claim and take any other necessary legal actions to remedy this nuisance.

The foregoing resolution offered by Council member Dyer and supported by Baker. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

APPROVAL OF RESOLUTIONS AND ORDINANCES

A. Consider Resolution 2021-102 Approving Charlotte Frontier Days Street Closures and Related Activities

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CHARLOTTE FRONTIER DAYS RESOLUTION 2021 CITY OF CHARLOTTE

WHEREAS, the Frontier Days Festival is a community based, organized event that is to be held September 10 through the 12, 2021; and

WHEREAS, the Charlotte Frontier Days Festival Committee is responsible for organizing events that contribute to community wide fellowship, benevolence, and welfare; and

WHEREAS, the Committee in conjunction with the Chief of Police and DPW Director, have planned the Charlotte Frontier Days Parade and other events that require use and closure of certain public streets and right of ways; and

WHEREAS, the Committee has requested that the Charlotte City Council approve the following requests and conditions:

CLOSURE OF STREETS

1. Closure to through traffic from 6:00 a.m. to 1:00 p.m. on Saturday, September 11, 2021:

West Lovett at Cochran

East Lovett at Cochran

Seminary from Cochran to Pleasant

Krebs Ct. from Cochran to Horatio

Henry from Cochran to Pleasant

Warren from Cochran to Pleasant

Shaw from Cochran to Pleasant

Oliver from Lawrence to Horatio

Horatio from Oliver to Shepherd

Washington from Lawrence to Seminary

With one side of above-mentioned street remaining open for emergency vehicle access.

2. The Committee will provide for street closure signing as per the Michigan Manual of Uniform Traffic Devices for the above streets, except for Horatio. The city will supply closing signs for Horatio at Shepherd and Lawrence.
3. The Committee requests E. Lovett from Cochran to Washington closed on Friday, September 10, after 6:00 p.m. to Saturday, September 11, at 6:00 p.m. for placement of a “Reviewing Stand” east of the Cochran intersection and for special events.
4. The Committee requests Cochran from Lawrence south to Fourth Street be closed from 9:30 a.m. Saturday, September 11, until 1 p.m. Saturday, September 11 for a parade and as approved by the Michigan Department of Transportation Permit.

PARADE – SEPTEMBER 11, 2021

1. The Department of Public Works shall be responsible for placement of the required “NO PARKING” signs at 5:00 a.m., Saturday, September 11, 2021 along the parade assembly area as well as Third Street, Fourth Street and the 100 Block of W. Stoddard Street or as designated by the Charlotte Police Department.
2. The Committee will provide parade marshals near the street closure locations to assist with traffic.
3. The Committee requests that the Charlotte Police Department provide assistance for the parade on September 11, and further assistance will be provided by parade marshals, with the route and detour of the parade and time being provided to the Charlotte Police at the earliest opportunity.
4. The Committee will rope the parade route and display “No Parking” signs on the morning of the parade between 5:00 a.m. and 6:00 a.m. and remove them immediately after the parade.
5. Due to the parade route no parking will be allowed on Third Street, both on the East and West side of the fairgrounds.

OTHER REQUESTS

- ouncil gives special approval for the use of Eatran Trolley pickup signs placed in the right-of way where necessary.
- he Committee will provide “No Parking” signs for the above streets except for Horatio, which the city will provide the “No Parking” signs.
- he Committee will provide, for approval, to the Chief of Police, a completed liquor license application for the saloon.
- parrow Eaton Hospital will organize and hold a “5k Race” on Saturday morning, September 11, 2021. The race will begin in the 200 Block of N. Oliver Street, follow the parade route, circle through Bennett Park and return to finish on Lawrence Avenue near Pleasant Street.
- hat the City Department of Public Works install event signs to be placed in the right of way on S. Cochran South bound, North of Third Street (60” x 18”), North bound South of Third Street (48” x 6”), and North bound, South of tennis court/fairgrounds entrance (60” x 18”).
- he Committee will provide several kids’ and family activities, at the Eaton County Fairgrounds from September 10 through September 12, 2021.
- rant the use of the back entrance into the fairgrounds camping area located adjacent to the waste water treatment plant, for the entrance and exit of campers and their vehicles and for access on and off the grounds Saturday, September 11, during the 5k race and the parade (9:30 a.m. to 1:00 p.m.)
- hat the following area be designated as “No Parking”: All four sides of the 1885 Courthouse block which includes East bound Harris, South bound Cochran, West bound Lawrence, and North bound Bostwick and the North side of 100 and 200 blocks of West Harris, with a portion of N. Bostwick Avenue reserved for handicapped parking. The “No Parking” signs will be placed around the square as coordinated by the Charlotte Police Department and the Arts and

Craft Chairman with signing to be provided by the Arts and Crafts Committee.

9. Permission to place arts and crafts in the parkway around Courthouse square boarded by Cochran, Lawrence, Bostwick, and Harris streets under the direction of the Charlotte Police Department in accordance with a layout map provided.
10. A license will be granted to Charlotte Frontier Days, Inc. to be the designated agent for all solicitor licenses in the City of Charlotte during the Frontier Days Celebration from September 10 through September 12, 2021, per City Code, Chapter 46, and Section 2.

WHEREAS, the City Council of the City of Charlotte determine these temporary street closings and other requests are in the best interest of the City.

WHEREAS, the City of Charlotte may require payment for in kind services to cover the costs of overtime labor and equipment charges used in conjunction with this special event.

NOW, THEREFORE BE IT RESOLVED, that these street closures at the specified times and the other requests be granted.

BE IT ALSO RESOLVED, that the Department of Public Works will provide the requested barricades and signs for street closings and parking.

The foregoing resolution offered by Council member Baker and supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

B. Consider Resolution 2021-102 Approving Lovett Street Closure for Eaton Theater Event

RESOLUTION 2021 – 103

A RESOLUTION AUTHORIZING THE CLOSURE OF LOVETT STREET FOR ACTIVITIES RELATED TO A FUNDRAISING EVENT FOR THE EATON THEATER

WHEREAS, an ad hoc group of community organizations is helping to organize a fundraising event in support of The Eaton Theater, which has suffered significant financial loss during the Covid-19 pandemic; and

WHEREAS, this event would take place at Beach Market on Saturday, August 28; and

WHEREAS, the event would include a car show for pre-war antique cars; and

WHEREAS, the temporary closure of Lovett Street is necessary to facilitate the car show portion of the event.

WHEREFORE, BE IT RESOLVED that the City of Charlotte City Council hereby authorizes the temporary closure of the 100 block of West Lovett Street from 1 p.m. to 7 p.m. on Saturday, August 28.

IT FURTHER RESOLVED that the City Council authorizes the city to supply whatever closing signs and barricades it has available for the street closures; and further authorizes the city Department of Public Works to place the required barricades as needed and designated by the Charlotte Police Department.

The foregoing resolution offered by Council member Baker and supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

C. Consider Resolution 2021-103 Approving Purchase of Water Meters and Appurtenances

RESOLUTION NO. 2021-104

A RESOLUTION TO AUTHORIZE PURCHASE OF WATER METERS AND APPURTENANCES

WHEREAS, the City utilizes a single brand of water meters throughout the City to keep costs low and efficiencies high; and
WHEREAS, the DPW is continually replacing and upgrading old meters to maintain accuracy; and
WHEREAS, the FY 2021-2022 budget has approved \$30,000.00 for the purchase of meters, wire, remote readers, meter transceivers as well as other related equipment; and
WHEREAS, DPW staff has received a quote in the amount of \$20,880.00 from ETNA Supply for material and equipment to meet the anticipated needs of the upcoming months; and
WHEREAS, ETNA Supply is the sole vendor for the lower peninsula of Michigan authorized to sell this brand of equipment in our region of the United States; and
WHEREAS, Section 2-186 of the City Ordinances allows for the waiver of sealed bids for purchases over the amount of \$5,000 and the required three quotes for purchases over \$2,500.
THEREFORE, BE IT RESOLVED That the city council authorizes the purchase of the meters and appurtenances from ETNA Supply in the amount of \$20,880.00 and agrees to waive the sealed bid process because the equipment is available only through a single vendor. There are no competitive quotes available.

The foregoing resolution offered by Council member Baker and supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

D. Consider Resolution 2021-105 Approving Interlocal Agreement to utilize RAVE Alerts in partnership with Eaton County.

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RESOLUTION NO. 2021-105

A RESOLUTION TO AUTHORIZE AN INTERLOCAL AGREEMENT WITH EATON COUNTY TO PROVIDE EMERGENCY ALERT NOTIFICATION SERVICES

WHEREAS, the City is seeking to improve communications with residents through various technologies available; and
WHEREAS, the City Charter, Chapter 15, Section 15.1 vests the authority to enter into contracts on behalf of the city to the City Council; and
WHEREAS, Administration has reviewed vendors and obtained price quotes to provide emergency alert and similar notification services; and
WHEREAS, the annual fee of \$1,500 offered by Eaton County to obtain licensing through RAVE Alerts system currently utilized by the county for emergency alert notices was the lowest price;
WHEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to sign an interlocal agreement with Eaton County to provide.

The foregoing resolution offered by Council member Baker and supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

INTRODUCTION OF RESOLUTIONS AND ORDINANCES

- A. Consider Ordinance 2021-09 Amending Chapter 14, Article III to establish a rental registration and inspection program.

THE CITY OF CHARLOTTE ORDAINS:

SECTION 1. ESTABLISHING A RENTAL REGISTRATION AND INSPECTION PROGRAM. Chapter 14, *ARTICLE III RESERVED*, Title and Sections listed below shall hereby be amended.

Article III – Rental Dwelling Registration

ARTICLE III RENTAL DWELLING REGISTRATION

Section 14-56 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building inspector means the official who is charged with the administration and enforcement of this Code, or any duly authorized representative by the city manager.

Hotel, motel, boardinghouse, rooming house mean a building held out to the public as a place for lodging for a nightly, weekly or monthly rate, including bed and breakfasts.

Occupant includes all tenants, lessees and persons residing within a rental dwelling or rental unit.

Owner means any person, firm, corporation or other legal entity having a legal or equitable interest in the premises. If more than one

person or entity owns the subject real property or if more than one person or entity is a land contract vendee of the subject real property, property owner refers to each person or entity holding any portion of that interest in the property, and the property owners' obligations in this article are joint and several as to each property owner.

Owner's representative means a person or representative of a corporation, partnership, firm, joint venture, trust, association, organization or other entity designated by the owner of the premises as responsible for operating such property in compliance with all the provisions of the city's ordinances.

Rental building or structure means any building containing one or more rental units.

Rental unit means any portion of a rental building in the city that contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, which is occupied by a person other than a property owner or the parents or children of a property owner. The definition of rental unit includes a single-family dwelling, or a unit in a multifamily or multipurpose dwelling, or a unit in a condominium or cooperative housing project, or any room or group of rooms located within a dwelling and forming a single unit with facilities that are used or intended to be used for living, sleeping, cooking or eating.

Sec. 14-57. - Purpose of standards.

The city recognizes a compelling interest in establishing standards for the maintenance of sanitary and safe residential rental structures

in the city as an important factor for the general health, safety and welfare of all of its citizens. This article is designed to promote the continued maintenance of quality and safe rental properties and to enhance and maintain property values by adopting legislation which will be applicable to all rental housing units.

Sec. 14-58. - Applicability; exclusions

This article shall apply to any rental dwelling unit, or part thereof, which is occupied by persons pursuant to any oral or written rental or lease agreement or other valuable compensation. Such dwelling shall include, but not be limited to, single-family dwellings, multiple-family dwellings, rooming houses and boarding houses. No person shall lease or rent a rental dwelling unit unless they have registered their property.

This article does not apply to jails, hospitals, nursing homes, convalescent homes, foster homes or temporary group shelters provided by legal nonprofit agencies which are inspected, certified and/or licensed by the state.

Sec. 14-59. - Registration.

Compliance required. All rental dwelling unit owners in District 1 are required to register their rental dwelling units within 90 days of the effective date of this ordinance, and every two (2) years or biennially, thereafter. All rental dwelling unit owners in District 2 are required to register their rental dwelling units between 90-180 days of the effective date of this ordinance, and every two years, or biennially, thereafter. All rental dwelling unit owners must abide by

the registration process and procedures of this article and shall comply with the following:

1. All existing rental dwelling units property shall be registered within one hundred eighty (180) days of the effective date of the ordinance.
2. All newly constructed rental dwelling units shall be registered prior to any use or occupancy as a rental dwelling unit and every two (2) years thereafter.
3. A new owner shall register a rental dwelling unit, which is sold, transferred or conveyed, within thirty (30) days of the date of the closing of such sale. Any existing registration shall be transferred to the new owner and shall be valid until its expiration or revocation for noncompliance with city codes and ordinances.
4. All existing nonrental dwelling units, which are converted to rental dwelling units, shall be registered prior to the date on which the property is first occupied for rental purposes and every two (2) years thereafter. Failure to comply will result in penalties as described in this article or by resolution.

Applications for registration shall be made in such form and in accordance with such instructions as may be provided by the building inspector designated by the city manager and shall include at least the following information:

- a. The name, address and telephone number of the owner (no post office box shall be accepted).
- b. The name, address and telephone number of the owner's representative or responsible local

agent, if the rental property owner has opted to appoint a representative.

- c. The authorization appointing a local agent, signed by both the owner and the local agent, is designated.
- d. The address of the rental unit.
- e. The number of dwelling or rooming units in each building on the premises

Upon registration, the owner shall be responsible for notifying the building inspector of any change of address of either the owner or owner's representative. Renewal registration shall require a satisfactory inspection being completed.

In the event of a transfer of ownership, the registration shall become invalid. Any new owner shall register within ten days of the date of transfer. Every person holding such registration shall notify the building inspector in writing within ten days after having sold, transferred or otherwise changed the ownership of such rental unit.

Fee. At the time of registration of the dwelling unit, there will be a prescribed fee, as adopted by resolution. Any unpaid registration fees shall become a lien on the property immediately and collected as an assessment pursuant to city ordinance. An owner shall not have a property as a rental dwelling unless it has registered with the city.

Section 14-60. - Inspections.

The City employee assigned to inspect a particular rental unit shall give confirmation notice, by first class mail, to the local agent and the tenant within seven days of the scheduled inspection. The

landlord, the tenant and the agent shall permit the inspection by the City inspector. The City inspector shall advise the landlord, tenant and/or agent, at the time of the inspection, that the landlord, tenant and/or agent shall have the right to refuse entry if the inspector does not have a search warrant. The City inspector shall also advise the landlord, tenant and/or agent that, if the inspection is refused, an administrative search warrant will be sought. If the landlord, tenant and/or agent refuses to permit a scheduled inspection, the inspector may, through the City Attorney, seek an administrative search warrant to conduct the inspection.

The City inspector may, at the request of the landlord, the tenant or the agent, inspect the property. If the inspector is invited to inspect the property, no notice shall be required to be given.

A reinspection notification shall be given by first class mail or by telephone within seven days of the scheduled reinspection.

Sec. 14-61. - Responsible Local Agent.

At the discretion of the property owner, a responsible local agent may be designated. The responsible local agent shall be a person or representative of a corporation, partnership, firm, joint venture, trust, association, organization or other entity, having his place of residence in the county, and shall be designated by the owner of the premises as responsible for operating such property in compliance with all the provisions of this Code. All official notices of the city may be served on the responsible local agent, and any notice so served shall be deemed to have been served upon the owner of record.

Sec. 14-62. - Certificate of Compliance.

No person shall operate, lease, rent or occupy a rental unit unless there is a valid certificate of compliance issued by the building inspector in the name of the operator and issued for the specific rental unit. The certificate shall be issued for each building containing a rental unit and shall be displayed in a conspicuous place. The certificate shall be issued after registration with the city and after inspection by the building inspector and shall state that the unit or units inspected comply with the provisions of this Code and state law. A certificate of compliance is valid for a period of two years from its date of issuance and must be renewed in conformity with the registration provisions of this article. The name, address and telephone number of the property owner or the designated responsible local agent shall be posted on the certificate of compliance.

Sec. 14-63. - Requirements for Issuance, Revocation of Certificate.

The building inspector shall not issue a certificate of compliance unless a current housing registration is in effect, the responsible local agent is properly designated, any fees for registration plus penalties are paid in full, and inspection of each unit has determined that compliance has been secured with the minimum standards and other provisions of this Code.

The building inspector may, after inspection, issue a certificate of compliance for all units in a multiple unit dwelling. The Building inspector may also, after inspection, issue a certificate of compliance for a portion, but not all, of the units in a multiple unit dwelling. If the certificate of compliance is not issued for all units in a multiple unit dwelling, it shall be a partial certificate of compliance, and noncomplying units may not be operated, leased, rented or allowed

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to be occupied. Owners of noncomplying units and multiple unit dwellings may appeal the decision of the Building Inspector through the procedures listed in section 14-XX. For the purposes of this subsection, multiple unit dwellings shall include all hotels, motels, boarding houses, rooming houses, two-family dwelling units and multiple unit dwellings.

Whenever the building inspector finds that the operator of any rental unit has failed to comply with a notice of violation or compliance order issued pursuant to this Code, the certificate of compliance may be revoked.

Upon revocation of a certificate of compliance and/or a determination by the housing and building board of appeals that a rental unit is unfit for human habitation, the owner or operator of the unit shall immediately vacate the unit; and no person shall thereafter occupy for sleeping or living purposes the unit until the unit is in compliance with this article.

Sec. 14-64. - Applicable standards.

The standards used to determine rental property and dwelling unit compliance with city codes and ordinances shall be the International Property Maintenance Code, as adopted and amended by the city council.

Sec. 14-65. - Noncompliance with code.

The building inspector may enter rental dwelling units under any of the following circumstances:

1. After the registration of the rental dwelling unit which shows the possibility of not complying with local or state law.
2. Upon receipt of a written complaint from an owner, owner's representative or occupant that the premises is in violation of this article.
3. Upon receipt of a report or referral from the police department, fire department, public or private school, or another public agency, or a failure to comply with this article.
4. Upon evidence of an existing ordinance violation observed by the building inspector.
5. At the request of the owner to determine compliance with the International Property Maintenance Code.
6. If the proposed rental dwelling unit is being converted from a single-family home, the building inspector shall evaluate the property for public safety violations before first occupied for rental purposes.

The building inspector may make an appointment with the owner or owner's representative of the rental dwelling unit. The owner or owner's representative must give the building inspector at least twenty-four (24) hours' notice when changing the scheduled appointment with an alternative date and time. The building inspector shall issue a written report noting any violations of this article or any other provision of the city's ordinances and shall provide a copy of the report to the owner or owner's representative. The building inspector shall direct the owner or owner's representative to correct violations within the time set forth in the City Council Minutes 07-19-2021 Page 13 of 13

report. A reasonable time for correcting violations shall be determined by the building inspector in light of the nature of the violations and all relevant circumstances, which shall not exceed sixty (60) days, unless correction of the violation within a 60-day period is impossible due to seasonal considerations. Upon request of the person responsible for correcting violations, the building inspector may extend the time for correcting violations, but not to exceed an additional thirty (30) days.

The building inspector may charge a nominal fee that equals the actual administrative cost to enter premises as established by resolution. If the building inspector determines that a complaint was filed without a factual basis and with malice, a fee may be charged to the complainant.

Sec. 14-66. - Fees.

Fees for registration of rental units and penalties shall be established by resolution of Council. The fee schedule shall be available to the public from the city clerk. Any unpaid inspection fees shall become a lien on the property and collected as provided by law.

Reinspection fees for violations shall be assessed after the original inspection and one reinspection. There will be no exceptions or extensions for immediate health, safety and life threatening violations. Following is a list of reasons that a reinspection fee may be charged: failure to appear for inspection; failure to comply with violation notices; and failure to permit inspection.

Inspection fees shall be set by resolution of the City Council. Such fees may be changed from time to time by resolution of Council.

Sec. 14-67. - Violations.

If the owner or owner's representative does not correct a violation of any provision of this article, the building inspector may bring an action to seek the enforcement of this article by an appropriate legal remedy. Any structure not in compliance with this article is deemed a nuisance.

Any owner or owner's representative of a rental dwelling unit who violates any section of this article for the first offense shall be responsible for a municipal civil infraction as provided for in this Code with the fines as stated in subsection (a) below.

a. The fines for municipal civil infractions for violating this article shall be: Two hundred dollars (\$200.00) per occurrence for the first offense; four hundred dollars (\$400.00) for a second offense if it occurs within two (2) years of the prior offense even if it occurs at the same time as the prior offense. Each day that a violation continues shall be a separate offense.

The building inspector, building official, code enforcement officer and any other person designated by the city manager are hereby designated as the authorized individuals to issue municipal civil infraction citations for violations of this article.

In addition to any penalties imposed by law, a finding of responsibility by the court for a violation of this article, the city shall be entitled to immediately revoke any existing certificate of compliance and shall entitle the city to seek the issuance of a court order compelling the eviction of all persons and property upon the premises until a certificate of compliance is issued by the city.

An owner or owner's representative may be charged with more than one (1) violation of the provisions of this article in a single complaint or municipal civil infraction, provided that each violation so charged relates to the same property.

Sec. 14-68. - Appeals.

Any person whose registration to rent or lease a dwelling or to operate a rental unit has been denied, or whose certificate of compliance has been revoked, may appeal to the City Council.

Sec. 14-69 through 14-85. - Reserved.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective 20 days after publication.

Council held discussion on the proposed ordinance to enact a rental registration program. McRae inquired about a number of sections and the language proposed.

Consensus was reached that the proposed ordinance be placed on the introduction agenda for the August 2, 2021 Council meeting for further discussion.

The foregoing resolution offered by Council member Dyer and supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

B. Consider Ordinance 2021-10 Amending Chapter 68, Article III, Section 68-99 Billing and Collection

THE CITY OF CHARLOTTE ORDAINS:

SECTION 1. Modifying the payment deadline for water and sewer bills. Chapter 68, *ARTICLE III Water and Sewer Rate, Section 68-99 Billing and Collection* as listed below shall hereby be amended.

Section 68-99 – Billing and Collection.

(A) Charges for water and sewer usage shall be paid within 30 days of the date which they are billed. Payments shall be deemed made when they are received in the Treasurer’s office or a city authorized depository. If payment is not made as provided in this section, a penalty of 10% shall be added to the bill. Failure to receive

a bill shall not relieve the customer from the responsibility for payment.

SECTION 2. EFFECT ON REMAINING SECTIONS. The remaining Sections of Chapter 68, Article III shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective 20 days after publication.

The foregoing resolution offered by Council member Dyer and supported by VanStee. Carried with roll call vote. 7 Yes. 0 No. 0 Absent.

PUBLIC COMMENTS:

John Flaherty commented via Zoom seeking permission to request a Blue Angel fly over during memorial planned for August 21, 2021 honoring Congressional Medal of Honor recipient Francis Charles Flaherty at Maple Hill Cemetery

Valli Halbeisen urged Council to visit Hastings downtown and would like her street removed from the Safe Routes to School grant program.

COMMUNICATIONS AND COMMITTEE REPORTS, COUNCILMEMBER COMMENTS:

The City Attorney Report was received.

The City Manager Report was received. LaPere recapped the status of 241 N. Clinton St.

Councilmember Weissenborn reported that the Code Enforcement Ad Hoc Committee was reviewing city ordinances and that the Recreational Co-Op was scheduled to meet on August 12, 2021.

The monthly fire report for June 2021 was received.

Manger LaPere introduced Mary LaRocque, the new City Clerk, and Eric Smith, the new City Treasurer/Finance Director.

ADJOURNMENT:

Council member Baker moved, supported by VanStee to adjourn the meeting at 8:46 p.m. Carried. 7 Yes. 0 No. 0 Absent.

Mayor Armitage

Mikayla Densmore, Deputy City Clerk



Memo

Date: July 30, 2021
To: Honorable Mayor Armitage; City Council
From: Erin LaPere, City Manager
Re: Congressional Medal of Honor recipient Francis Charles Flaherty

Administration has received a request for support from the Flaherty family in their services planned for Saturday, August 21st to honor Congressional Medal of Honor recipient, and Charlotte native, Francis Charles Flaherty. We have worked with the airport operator for the flyover services and sent in our written support for this event.

The services begin at 11:00 am Maple Hill Cemetery Internment, taps in echo/Flyover and at 12:15 pm Presentation/Luncheon VFW Hall-Legion to host. Don Colizzi, President of the Medal of Honor Society will be the keynote speaker.

eel

RESOLUTION NO. 2021-112
A RESOLUTION TO APPROVE EXPENDITURES OF THE CITY OF CHARLOTTE
FOR AUGUST 2, 2021

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

WHEREAS, the July 30, 2021, payroll totaled \$95,152.42; and

WHEREAS, the July 30, 2021, claims total in the amount of \$719,806.51; and

WHEREAS, the July 19, 2021, insurance claims totaled \$3,619.34; and

WHEREAS, the July 26, 2021, insurance claims totaled \$1,604.42;

THEREFORE, BE IT RESOLVED that the City Council approves claims and accounts for August 2, 2021, in the amount of \$820,182.69.

INVOICE REGISTER FOR CITY OF CHARLOTTE
 INVOICE ENTRY DATES 07/16/2021 - 07/29/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Date Entered	Vendor	Description	Amount
07/19/2021	CONSULTANTS ON CALL, LLC	MANAGED SERVICE FEES	2,175.00
07/19/2021	MICHIGAN NETWORK CONSULTANTS	IT SERVICES	3,150.00
07/26/2021	MML UNEMPLOYMENT COMP	QUARTER ENDING JUNE 30, 2021	11.54
07/27/2021	WIELAND BUILDS	BEACH MARKET	349,503.94
07/27/2021	TRACE ANALYTICAL LABORATORIES	WATER QUALITY SAMPLES- 7/12/21	93.00
07/27/2021	AMAZON CAPITAL SERVICES	FENCE SCREEN	203.94
07/27/2021	BYRUM ACE HARDWARE	SUPPLIES	15.80
07/27/2021	BYRUM ACE HARDWARE	SUPPLIES	36.95
07/27/2021	BYRUM ACE HARDWARE	GORILLA GLUE	15.99
07/27/2021	BYRUM ACE HARDWARE	PAINTING SUPPLIES	108.27
07/27/2021	BYRUM ACE HARDWARE	BLEACH SPRAYER	22.99
07/27/2021	USA BLUE BOOK	FERROUS AMMONIUM SULFATE	26.70
07/27/2021	CITY OF MARSHALL	MICROBIOLOGY TEST	1,450.00
07/27/2021	TOTAL ENERGY SYSTEMS, LLC	SERVICE	2,115.97
07/27/2021	OUDBIER INSTRUMENT CO.	ASSESS LANSING LIFT STATION FLOW METER FOR	750.00
07/27/2021	TSC TRACTOR SUPPLY	SUPPLIES	2.51
07/27/2021	MWEA	CHRIS ARRAS MEMBERSHIP DUES	77.00
07/27/2021	FERGUSON WATER WORKS FKA	COPPER TUBING	1,451.60
07/27/2021	CLEARBROOKE TECHNOLOGIES	FATS, OIL, GREASE TREATMENT FOR LANSING LIFT	1,150.88
07/27/2021	KRUM PUMP & EQUIPMENT CO.	PARTS	1,104.62
07/27/2021	THE PARTS PLACE	BREAKER	6.29
07/27/2021	THE PARTS PLACE	BRAKE PADS & ROTORS	286.37
07/27/2021	THE PARTS PLACE	BRAKE CALIPERS & CORE DEPOSITS	151.98
07/27/2021	PAKKALA AUTOMOTIVE	ALIGNMENT	60.00
07/27/2021	ADVANCE AUTO PARTS	BATTERY AND BELT	176.52
07/27/2021	ADVANCE AUTO PARTS	CABLE CLAMPS	7.01
07/27/2021	CANDY FORD, INC.	SWITCHES	147.68
07/27/2021	CALEDONIA FARMERS ELEVATOR	NEW TIRES #10	373.60
07/27/2021	CALEDONIA FARMERS ELEVATOR	VALVE STEM	84.00
07/27/2021	GALE BRIGGS, INC.	2NS SAND	33.00
07/27/2021	ERIC ROGERS LLC	WEEKLY LAWN MOWING	1,429.00
07/27/2021	ERIC ROGERS LLC	WEED CONTROL	150.00
07/27/2021	ERIC ROGERS LLC	WEEKLY LAWN MOWING	1,664.00
07/27/2021	THE PARTS PLACE	SUPPLIES	34.32
07/27/2021	SUPERFLEET MASTERCARD PROG.	JUNE 2021	2,120.88
07/27/2021	PROFESSIONAL MAINTENANCE	DISINFECTING VEHICLES	50.00
07/27/2021	LEXISNEXIS RISK SOLUTIONS	JUNE 2021	150.00
07/27/2021	MICHIGAN STATE POLICE	SEX OFFENDER REGISTRY	30.00
07/27/2021	CMP DISTRIBUTORS INC	TARGETS	135.00
07/27/2021	LEA'S AUTO BODY	BRAKE PAD AND ROTORS	484.77
07/27/2021	REINALT-THOMAS CORPORATION	TIRES	796.60
07/27/2021	LYNN PEAVEY COMPANY	SUPPLIES	134.50
07/27/2021	CMP DISTRIBUTORS INC	VEST	835.00
07/27/2021	AMAZON CAPITAL SERVICES	LATCH BOX	127.00
07/27/2021	AMAZON CAPITAL SERVICES	LYSOL WIPES	61.86
07/27/2021	AMAZON CAPITAL SERVICES	PAPER TOWELS	139.94
07/27/2021	BARYAMES CLEANERS	DRY CLEANING	249.20
07/27/2021	NORTHERN PUMP & WELL	ANNUAL INSPECTION	750.00
07/27/2021	WEILER EXCAVATION LLC	221 W. LAWRENCE AVE.	2,679.00

INVOICE REGISTER FOR CITY OF CHARLOTTE
 INVOICE ENTRY DATES 07/16/2021 - 07/29/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Date Entered	Vendor	Description	Amount
07/27/2021	BYRUM ACE HARDWARE	ABSORBENT OIL BAG	3.99
07/27/2021	BIG KID TREE WORX LLC	REMOVE LIGHTNING STRUCK COTTONWOOD	350.00
07/27/2021	ROWE PROFESSIONAL SERVICES CO	ROAD RECONSTRUCTION ON EAST HARRIS FROM M-78	24,609.75
07/27/2021	ROWE PROFESSIONAL SERVICES CO	SAFE ROUTES TO SCHOOL	9,918.75
07/27/2021	HASSEL FREE FUELS	GAS AND DIESEL	1,226.66
07/28/2021	CAPITAL ASPHALT	UPM COLD PATCH	1,883.25
07/28/2021	CAPITAL ASPHALT	13 A ASPHALT	807.88
07/28/2021	BYRUM ACE HARDWARE	MORTAR MIX 60# QUIKRETE	76.72
07/28/2021	BYRUM ACE HARDWARE	SUPPLIES	54.99
07/28/2021	BYRUM ACE HARDWARE	BLEACH	35.96
07/28/2021	MICHIGAN COMPANY	SUPPLIES	666.54
07/28/2021	MICHIGAN COMPANY	SOAP DISPENSOR	30.20
07/28/2021	DELAU FIRE & SAFETY INC	SERVICE WORK	950.50
07/28/2021	AMAZON CAPITAL SERVICES	BINDERS	48.25
07/28/2021	AMAZON CAPITAL SERVICES	PLASTIC CUPS	39.98
07/28/2021	BARYAMES CLEANERS	DRY CLEANING	114.10
07/28/2021	HASSEL FREE FUELS	GAS AND DIESEL	497.38
07/28/2021	BYRUM ACE HARDWARE	DEEP WOODS OFF	65.88
07/28/2021	BYRUM ACE HARDWARE	SUPPLIES	41.18
07/28/2021	BYRUM ACE HARDWARE	SUPPLIES	16.06
07/28/2021	RANDY JEWELL	ASSESSING SERVICES	3,159.00
07/28/2021	INSTY PRINTS	REMAINING BALANCE ON SHORTED CHECK	12.00
07/28/2021	ACD.NET	INTERNET & PHONE SERVICE	1,038.88
07/28/2021	ACD.NET	INTERNET & PHONE SERVICE	1,054.37
07/28/2021	AMAZON CAPITAL SERVICES	SUPPLIES	837.11
07/28/2021	AMAZON CAPITAL SERVICES	SPEAKERS	18.99
07/28/2021	MML	TREASURER/FINANCE DIRECTOR AD	179.52
07/28/2021	MML	CLERK AD	217.92
07/28/2021	MML	FIRE CHIEF AD	128.64
07/28/2021	MICHIGAN NETWORK CONSULTANTS	IT SERVICES	3,175.00
07/28/2021	CONSULTANTS ON CALL, LLC	MANAGED SERVICE FEES	187.50
07/28/2021	MICHIGAN NETWORK CONSULTANTS	IT SERVICES	250.00
07/28/2021	MICHIGAN NETWORK CONSULTANTS	IT SERVICES	1,793.00
07/28/2021	INTERNATIONAL MINUTE PRESS	JULY BILLING & POSTAGE	789.09
07/28/2021	PROFESSIONAL MAINTENANCE	CLEANING JUNE 2021	920.00
07/28/2021	TODD COTTER	AIRPORT MANAGEMENT SERVICES	833.33
07/28/2021	CHARLOTTE AIR SERVICES LLC	JULY 2021 HANGER MANAGEMENT FEE	360.00
07/28/2021	MICHAEL R KLUCK & ASSOC	JUNE 2021	2,215.80
07/28/2021	EATON COUNTY- CONSTRUCTION CODE	JUNE 2021 INSPECTION SERVICES	490.00
07/28/2021	STATE OF MICHIGAN	CARE1591REIM21000904	6,111.47
07/28/2021	DELTA CHARTER TWP.	PREPARING TAX BILLS	2,800.00
07/28/2021	MMLLPP	RESTITUTION PAYMENTS JUN 2020 THRU JUNE 2021	2,300.00
07/28/2021	STATE OF MICHIGAN	CARE1591REIM21001198	207,310.83
07/28/2021	VERIZON WIRELESS	JUNE 2021	1,220.59
07/28/2021	BLUE CARE NETWORK	MEDICAL COVERAGE	44,805.99
07/28/2021	BLUE CARE NETWORK	MEDICAL COVERAGE	3,567.07
07/28/2021	QUADIENT FINANCE USA, INC.	POSTAGE	500.00
07/28/2021	SPECTRUM PRINTERS, INC.	NOMINATING PETITIONS	36.22
07/28/2021	CANON FINANCIAL SERVICES, IN	JULY 2021	253.73

INVOICE REGISTER FOR CITY OF CHARLOTTE

INVOICE ENTRY DATES 07/16/2021 - 07/29/2021

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Date Entered	Vendor	Description	Amount
07/28/2021	QUADIENT, INC.	INK	202.70
07/28/2021	PLERUS	VOTER ID CARDS	101.87
07/28/2021	STANDARD LIFE INSURANCE CO	LIFE INSURANCE	1,362.41
07/28/2021	CANON FINANCIAL SERVICES, IN	AUGUST 2021	4,005.49
07/28/2021	THE COUNTY JOURNAL	PUBLIC HEARING FOR BUDGET	49.40
07/28/2021	THE COUNTY JOURNAL	NOTICE OF ORGINANCE ADOPTION	48.90
07/28/2021	THE COUNTY JOURNAL	ZONING BOARD OF APPEALS	84.16
07/28/2021	THE COUNTY JOURNAL	COUNCIL HEARING NOTICE JULY 6	102.64
07/28/2021	INTERNATIONAL MINUTE PRESS	NAME PLATES	182.00
07/28/2021	BS&A SOFTWARE	ONLINE SERVICES ANNUAL SERVICE/SUPPORT FEE	2,749.00
07/29/2021	DELTA DENTAL PLAN OF MICHIGAN	DENTAL PREMIUMS	4,005.49
07/29/2021	BYRUM ACE HARDWARE	GREAT STUFF	5.99
07/29/2021	THE PARTS PLACE	RAIN-X GLASS	8.99
07/29/2021	THE PARTS PLACE	FLASHER	3.76
07/29/2021	THE PARTS PLACE	CREDIT	(18.00)
07/29/2021	THE PARTS PLACE	BATTERY	151.00
07/29/2021	O'REILLY AUTOMOTIVE INC	TAIL LIGHT	14.38
07/29/2021	SPENCER MANUFACTURING INC	LIGHT AND MOUNT CLIP	68.04
07/29/2021	EARTH NETWORKS	SUPPLIES	1,575.00
07/29/2021	EATON CUSTOM SEWING	TARP REPAIRS	285.00
	Total:	719,806.51	

RESOLUTION NO. 2021 –

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH PREIN AND NEWHOF FOR THE ACQUISITION OF EASEMENTS ASSOCIATED WITH THE REMOVAL OF OBSTRUCTIONS IN THE FITCH H. BEACH AIRPORT RUNWAY APPROACH

WHEREAS, the City of Charlotte is the owner and sponsor of the Fitch H. Beach Municipal Airport, and

WHEREAS, there are obstructions in the airport runway approach that must be removed in order to protect the safety and operability of the airport; and

WHEREAS, certain rights of access to private property must be established prior to the removal of these obstructions; and

WHEREAS, Prein & Newhof have proposed a contract for providing the necessary easement acquisition services; and

WHEREAS, the City of Charlotte have conducted the required Independent Fee Estimate and determined the proposed fees to be reasonable and appropriate; and

WHEREAS, if successful in obtaining these easements, the City of Charlotte will be reimbursed for 90 percent of the costs of the contract by the state and federal government.

TEHREFORE, BE IT RESOLVED that the City of Charlotte City Council hereby authorizes the execution of Contract No. FM-23-02-LAND. an agreement for professional consultant services between the City of Charlotte and Prein & Newhof.



TO: City Council

FROM: Bryan Myrkle, Community Development Director

SUBJECT: Airport easement acquisition consultant contract – trees project

DATE: July 30, 2021

As City Council members will remember, the City of Charlotte has been notified by the Michigan Department of Transportation Bureau of Aeronautics and the Federal Aviation Administration of certain obstructions in the runway approaches at Fitch H. Beach Municipal Airport. These obstructions are trees that are in line with the runway approaches, and which are growing to a height that could interfere with safe use of the airport.

As the owner/sponsor of the airport, it is the City of Charlotte's responsibility to establish and maintain safe and operable conditions for the airport.

However, the City does not have established rights for cutting the trees on some of the involved parcels of property (see map in contract document for detail). Therefore, before these trees can be removed, the City must acquire easements from the private property owners.

The state and federal government will partner with the City on this project, reimbursing the City 90 percent of the cost of this project. However, the financial partnership is somewhat different than the typical arrangement the City has with MDOT and the FAA. Rather than awarding the funds up-front as a grant, in this case the City must commit to funding this project on its own, and then seek



reimbursement once these easements are successfully obtained. The reason for this is because successful easement acquisition for the purpose of tree cutting can be a contentious issue between the municipality and private property owners. Withholding funds until the acquisition is complete is intended to serve as an incentive to follow-through on the acquisition, even if the process becomes antagonistic.

This financial arrangement introduces an element of risk to the project, in that if it is not completed there will be no reimbursement, even if funds have been expended in the effort. In order to reduce that risk, it is recommended that the City employ an experienced negotiator. In this case, our regular airport consultant, Prein & Newhof would be working with Tim Davis of 4D Acquisition, who has an extensive record of successful easement acquisition negotiation.

A new aspect of this contract approval process is a requirement by MDOT for an Independent Fee Estimate, or cost analysis. This would typically be performed by a separate consultant with no involvement in the project. However, because the value of this proposed contract is under \$100,000, the City itself is able to perform this analysis. To that end, I looked at projects with similar scopes that took place in Jackson, Niles and Atlanta, Michigan. Using those comparisons, I determined that the fees proposed by Prein & Newhof and 4D Acquisition to be reasonable and in-line with the fees charged for those projects. The total fee proposed by P&N is \$97,500 for 244 hours of work toward the acquisition of 4 separate easements, with \$65,299 allocated for the work by 4D. The closest comparison was the project in Jackson for 5 easements, with 201 hours of work for \$96,724 with \$65,732 paid to the acquisition specialist.



Once started, the project is expected to take 270 days to complete. However, reimbursement will be made on a parcel-by-parcel basis as easements are acquired.

Please note that these fees are for the work done by the consultant, and do not include the actual cost of the easements themselves. Those costs will be established by and through the negotiation process, and will be similarly eligible for reimbursement at the 90 percent rate.

Due to environmental regulations, the tree cutting associated with this project can only take place during winter months. As a result, it is likely that tree cutting this winter would be limited to those parcels where the City already has established rights, and those where rights might be successfully established this fall. There will no-doubt have to be follow-up tree cutting to complete the project next winter, once all rights are established.

I have included the proposed contract in your meeting information, as well as a resolution authorizing the execution of the contract.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
(LUMP SUM)
FED PROJECT NO.: TBD
CONTRACT NO. FM-23-02-LAND**

THIS AGREEMENT made this _____ day of _____, in the year of 20____,

BETWEEN the OWNER (hereinafter referred to as **SPONSOR**),

*City of Charlotte
111 E. Lawrence Avenue
Charlotte, MI 48813*

and the **CONSULTANT**.

*Prein & Newhof
3355 Evergreen Drive NE
Grand Rapids, MI 49525*

For the following **PROJECT**:

LOCATION:

Fitch H. Beach Airport

DESCRIPTION:

EASEMENT ACQUISITION: E17, E18, E19, E20

SEE DETAIL BREAKDOWN IN ATTACHMENTS "C" and "E"

WHEREAS, the Sponsor proposed to have Professional Consultant Services performed for the described project;

AND WHEREAS, the Sponsor has caused a review to be made of the qualifications of the Consultant and is satisfied the Consultant is competent and qualified;

AND WHEREAS, the Consultant is willing and able to accomplish the services provided and set forth hereinafter this Agreement;

AND WHEREAS, the Sponsor shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

WITNESSETH: That for and in consideration of the covenants and agreements to be performed by the respective parties hereto, it is agreed by and between the Sponsor and the Consultant as follows:

Article 1 - Description of Work to be Done:

Services to be furnished by the Consultant to the Sponsor together with obligations of the Sponsor or Sponsor's Agent (Michigan Department of Transportation, Office of Aeronautics or hereinafter referred to as AERO) to furnish certain information and data shall consist of the following described elements (additional explanations included in Attachment "E"):

Article 2 - Time of Beginning and Completion

2.1 - Time of Beginning

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have fourteen (14) days from the date of notification to proceed in which to organize and actually commence work.

2.2 - Time for Completion

The estimated time for the Consultant to complete the work named in Article 1 and Attachment "E" of this agreement, ready for Sponsor's approval is three hundred sixty (360) calendar days from the date the Consultant actually starts work. The Consultant shall report his progress to the Sponsor and keep the Sponsor informed of progress and any adjustments to the estimated time schedule which may be necessary because of weather conditions which may affect survey work, the supplying of information to the Consultant by the Sponsor's Agent as provided under Article 1, and other reasons beyond the control of either the Sponsor or the Consultant.

Article 3 - Payment

3.1 – Fee (Planning Service)

3.1.1

The Sponsor agrees to pay the Consultant or and in accordance of the services rendered, as set forth in Article 1 of the Agreement, a fixed fee of ninety-seven thousand five hundred dollars (\$97,500.00) (See Attachments "C-1 & C-2").

3.1.2

The fixed fee named above shall be considered payment in full by the Sponsor to the Consultant for all services rendered, except as hereinafter provided under Article 4 – Element 4.5 – Changes in Work (See Attachment "C" for project fee breakdown and Attachment "E" for project scope of work).

3.2 - Progress Payments

3.2.1

The Consultant shall submit monthly statements for services rendered. The statement shall be based upon the Consultant's estimate of the proportion of the total service actually completed at the time of billing. Sponsor shall make prompt monthly payments in response to the Consultant's monthly statement.

3.2.2

The first progress payment request shall be submitted thirty (30) days from the date the Sponsor authorizes the Consultant to proceed with the work.

3.2.3

Payment by the Sponsor to the Consultant for extra copies of documents shall be due and payable upon receipt of invoice to the Sponsor from the Consultant.

3.2.4

Payment is due forty-five (45) days after billing.

3.2.5

The final progress payment (10%) of the original contract amount will be due and payable forty-five (45) days after the Consultant completes the work and submits all documents for final approval to the Sponsor.

3.2.6

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

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

The Consultant further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to the DEPARTMENT semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the Sponsor or the Sponsor's Agent.

3.3 – Extra Service

3.3.1

Extra Service charges shall be negotiated by an amendment to this Agreement. Each amendment shall describe the service rendered and the fixed dollar amount for the requested work and estimated contract time for completion.

3.4 – Subconsultant Services

3.4.1

Any services to be provided by subconsultants shall be provided for in a subconsultant agreement which shall meet the written approval of the Sponsor. Costs of subconsultant services shall be included in Element 3.1 - Fee. The Consultant will not apply a fixed fee on any of the costs for Subconsultant Services.

Article 4 - Miscellaneous Provisions

4.1 – Certification of Consultant

The Consultant certifies that Tim Davis is the authorized representative of the firm of 4D ACQUISITION, whose address is 9253 ONSTED HIGHWAY, ONSTED, MICHIGAN 49265, and headquartered in Onsted, Michigan. Consultant certifies that the entity identified in this agreement as the consultant is properly licensed in accordance with PA299 of 1980 and will supply evidence of licensure prior to contract execution. Consultant further represents that it did not:

4.1.1

Employ or retain for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for 4D ACQUISITION) to solicit or secure this agreement;

4.1.2

Agree, as an express or implied condition for obtaining this contract to employ or retain the services of any firm or person in connection with carrying out the agreement; or,

4.1.3

Pay or agree to pay any firm, organization or person (other than a bona fide employee working solely for 4D ACQUISITION) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

Except as here expressly stated (if any):

4.1.4

The CONSULTANT acknowledges that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

4.2 – Certification of Sponsor

4.2.1

The Sponsor certifies through the Chairperson of the County Commission that the above consulting firm or his representatives has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

4.2.2

Employ or retain, or agree to employ or retain, any firm or person, or

4.2.3

Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

Except as here expressly stated (if any):

4.2.4

The Sponsor acknowledges that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

4.3 – Guidelines and Policies for Land Acquisition Related Activities

4.3.1

The Consultant shall follow, insofar as applicable and reasonable and as approved by the Sponsor, current guidelines and policies for land acquisition related activities set forth by the Sponsor, the Sponsor's agent, and other participating governmental agencies in effect at the time of work herein provided is started. Those currently in effect and applicable to this contract are: AC150/5100-37B, 5100-38C, 5100-17, CFR 49 Part 24, FAA Land Acquisition Checklists, FAA Land Acquisition Guidelines, and any applicable MDOT Guidelines and Checklists related to work necessary for land acquisitions, appraisals, review appraisals, relocations, condemnations, and Exhibit "A" property maps. In the event any guidelines or policies change after the Consultant has completed that portion of the work to which a particular policy may apply, and in the event the Consultant is required by the Sponsor to make revisions to completed work to meet revised policies, the Consultant shall be entitled to additional compensation as provided under Article 4.5 – Changes in Work. In the event the Sponsor elects to accept the work which conforms to policies in effect, the Consultant will complete the work as outlined in the original scope without additional compensation, and is relieved of any changes required to meet the revised policies.

4.3.2

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

4.4 – Ownership of Documents

4.4.1

Original documents shall be delivered to and become the property of the Sponsor. Original basic notes, sketches, changes, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant but shall be made available, upon request, to the Sponsor without restriction or limitation of their use.

4.4.2

In the event any of the above documents are revised by the Sponsor, the nameplates of the Consultant will be removed and the Consultant will be released and held harmless of any subsequent liability which may arise from the reuse of these documents.

4.5 – Changes in Work

4.5.1

By mutual acceptance of both the Sponsor and the Consultant, changes in work from that work herein provided, including changes in original policies and guidelines and reviews/updates of project work may be accomplished by amendment to this Agreement. The amendment shall describe the change in work scope, the adjustment in fixed fee herein provided by a fixed dollar amount for each negotiated change order and estimated change to the original or adjusted estimated contract time for each amendment. Each amendment must be approved prior to execution and must be signed and dated by the Sponsor, by the Sponsor's Agent, and the Consultant. Payment shall be made after all approvals and signatures have been obtained.

4.6 – Delays in Extensions

4.6.1

Changes in the estimated time schedule as may be required by the Sponsor or the Consultant shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Article 4.5 – Changes in Work.

4.7 – Insurance and Liability

4.7.1

The Consultant will maintain Workmen's Compensation, Professional Liability, Property Damage, and Public Liability Insurance and file certificates with the Sponsor.

4.8 – General Compliance with Laws

4.8.1

Unless otherwise specified, this Agreement shall be governed by the Law of Michigan of the principal place of business of the Sponsor. The Consultant agrees to comply with all Federal, State, and Local laws applicable to the work.

4.9 – Assignment of Antitrust Rights

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

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

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

action with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract.

4.10 – Subletting, Assignments and Transfer

4.10.1

The Sponsor and the Consultant each binds himself, his partners, successors, assignees, and legal representatives to the other party to this Agreement and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign, sublet or transfer his interest in this Agreement without the written consent of the Sponsor.

4.11 – Consultant's Endorsement

4.11.1

The Consultant shall seal and sign all final plans and specifications furnished to the Sponsor.

4.12 – Disputes

4.12.1

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

4.13 – Responsibility for Claims and Liability

4.13.1

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA or other governmental agencies from all claims and liability due to negligence of the Consultants or its subcontractors.

Article 5 – Miscellaneous

5.1

This Agreement represents the entire and integrated Agreement between the Sponsor and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Sponsor and the Consultant. Nothing contained in this Agreement, nor the performance of the parties hereunder shall inure to the benefit of any third party.

5.2

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Michigan.

5.3

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected, thereby, such remainder would then continue in force provided it conforms to the terms and requirements of applicable law.

5.4

Unless otherwise specified, this agreement shall incorporate all provisions of Attachments "A", "B", "C", "D", "E", & "F".

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

ACCEPTED BY THE SPONSOR

Witness: _____

City of Charlotte
Sponsor

111 E. Lawrence Avenue
Street Address

Charlotte, MI 48813
City, State & Zip Code

BY: _____
Authorized Representative of Sponsor

ACCEPTED BY THE CONSULTANT

Witness: _____

Prein&Newhof
Consultant

3355 Evergreen Drive, NE
Street Address

Grand Rapids, MI 49525
City, State & Zip Code

BY: _____
Authorized Representative of Consultant

SCHEDULE OF ATTACHMENTS

Attachment "A" - Appendix "A" - Appendix "B" -	Prohibition of Discrimination in State Contracts Civil Rights Act of 1964....Contractual Requirements
Attachment "B" -	Additional Provisions
Attachment "C" -	Cost Breakdown (C-1 & C-2)
Attachment "D" -	Sketches
Attachment "E" -	Scope of Work/Services
Attachment "F" -	Non-Construction Contract Requirements
Attachment "G" -	Prime Consultant Statement of DBE Subconsultant Payments
Attachment "H" -	Evidence of real estate license (copy of license or list of licenses)

ATTACHMENT "A"

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this Appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, an orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Contractor complies with said order of the Civil Rights. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings
9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

ATTACHMENT "A"

APPENDIX B (Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

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

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT "B"
ADDITIONAL PROVISIONS

None.

ATTACHMENT "C2"
ESTIMATED MAN HOUR ASSIGNMENTS AND COSTS

Fitch H Beach Airport
Charlotte, Michigan
Project No. TBD
Contract No. FM-23-02-LAND
EASEMENT ACQUISITION: E17, E18, E19, E20

	Sr. PROJECT MANAGER II	Sr. PROJECT MANAGER I	AIRPORT PLANNER	ENGINEER	CONSTR OBSERVER	SURVEYOR	CAD TECHNICIAN	OFFICE TECHNICIAN	TOTAL	EXPENSES	AMOUNT PERSONNEL	TOTAL AMOUNT BY TASK
TASK 1 Project Administration/Coordination		42							42	\$ -	\$ 1,869.00	\$ 5,978.14
TASK 2 Legal Description & Tree ID		8		12		40			60	\$ 279.60	\$ 2,182.00	\$ 7,258.89
TASK 3 Exhibit X		8		32					40	\$ -	\$ 1,412.00	\$ 4,516.39
TASK 4 Acquisition Assistance		24							24	\$ 65,299.00	\$ 1,068.00	\$ 68,715.08
TASK 5 Meetings		30							30	\$ 729.50	\$ 1,335.00	\$ 4,999.60
TASK 6 Final Docs & ALP/Exhibit A Update		12	36						48	\$ 120.93	\$ 1,848.00	\$ 6,031.90
TASK 7										\$ -	\$ -	\$ -
TASK 8										\$ -	\$ -	\$ -
TASK 9										\$ -	\$ -	\$ -
TASK 10										\$ -	\$ -	\$ -
TOTALS -		124	36	44		40			244	\$ 66,429.03	\$ 9,714.00	\$ 97,500.00
HOURLY RATES	\$ 58.00	\$ 44.50	\$ 36.50	\$ 33.00	\$ 28.00	\$ 35.75	\$ 28.00	\$ 25.00				
AMOUNT PERSONNEL	\$ -	\$ 5,518.00	\$ 1,314.00	\$ 1,452.00	\$ -	\$ 1,430.00	\$ -	\$ -	\$ 9,714.00			
OVERHEAD	\$ -	\$ 10,382.67	\$ 2,472.42	\$ 2,732.08	\$ -	\$ 2,690.69	\$ -	\$ -	\$ 18,277.86			
FIXED FEE 11%	\$ -	\$ 1,749.07	\$ 416.51	\$ 460.25	\$ -	\$ 453.28	\$ -	\$ -	\$ 3,079.10			
TOTAL PERSONNEL CHARGES	\$ -	\$ 17,649.74	\$ 4,202.93	\$ 4,644.33	\$ -	\$ 4,573.96	\$ -	\$ -	\$ 31,070.97			
TOTAL CONTRACT =											\$ 97,500.00	

OUT OF POCKET EXPENSES	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	ITEM 9	ITEM 10	Total Expenses
COMMERCIAL CARRIER VEHICLE MILES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MILES X \$0.565	\$ -	\$ 372	\$ -	\$ -	\$ 1,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 859.10
NUMBER OF PEOPLE DAYS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PEOPLE DAYS X \$150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MATERIALS & SUPPLIES	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ 120.93	\$ -	\$ -	\$ -	\$ -	\$ 270.93
Sub: 4D ACQUISITION	\$ -	\$ -	\$ -	\$ 65,299.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,299.00
TOTAL	\$ -	\$ 279.60	\$ -	\$ 65,299.00	\$ 729.50	\$ 120.93	\$ -	\$ -	\$ -	\$ -	TOTAL EXPENSES \$ 66,429.03

ATTACHMENT "C-1" - COST BREAKDOWN

CONSULTANT: Prein&Newhof / 4D Acquisition

AIRPORT LOCATION: Charlotte, MI

PROJECT NO.: FM 23-02-LAND

PROPOSED CONSULTANT BUDGET (PER PARCEL)

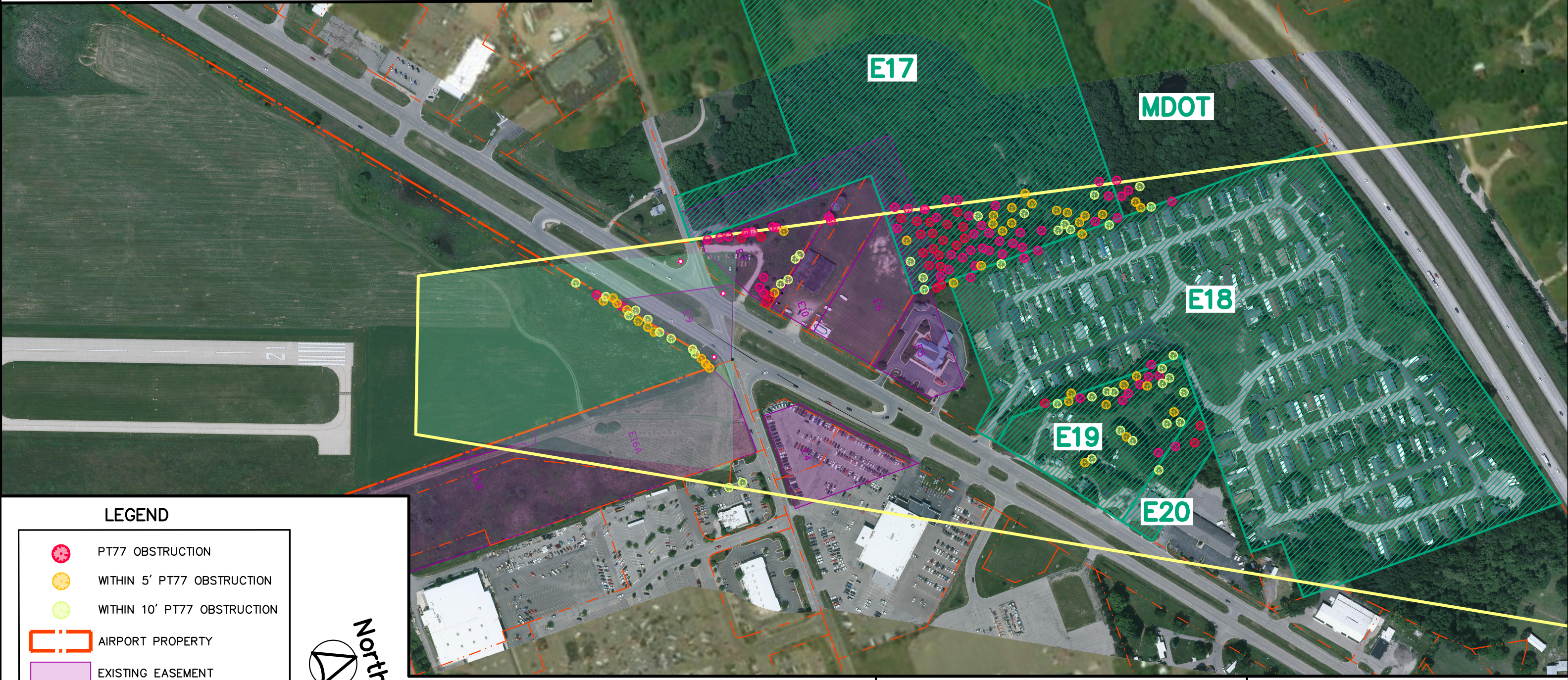
Parcel No.	Title Commits	Phase I ESA	Preliminary Interview	Appraisal Reports	Review Appraisals	Negotiation	Relocation	Parcel Survey & Exhibit X	Closeout & Exhibit A	Project Management & Meetings	Total
E17	\$300.00	--	\$1,084.50	\$5,654.25	1900	\$6,400.25	--	\$2,943.82	\$1,507.97	\$4,584.20	\$24,375.00
E18	\$300.00		\$1,084.50	\$5,654.25	\$1,900.00	\$6,400.25		\$2,943.82	\$1,507.97	\$4,584.20	\$24,375.00
E19	\$300.00		\$1,084.50	\$5,654.25	\$1,900.00	\$6,400.25		\$2,943.82	\$1,507.97	\$4,584.20	\$24,375.00
E20	\$300.00		\$1,084.50	\$5,654.25	\$1,900.00	\$6,400.25		\$2,943.82	\$1,507.97	\$4,584.20	\$24,375.00
Total											\$97,500.00

OUTSIDE SERVICES: See attached.

ATTACHMENT "D"

**SKETCHES SHOWING LOCATION OF WORK TO BE
PERFORMED AS PART OF THIS AGREEMENT**

NO.	TAX ID	PROPERTY ADDRESS	OWNER	OWNER ADDRESS
E17	200-005-300-120-00	PACKARD HWY, CHARLOTTE, MI 48813	CHARLOTTE ESTATES LLC	5600 W MAPLE SUITE B 212 WEST BLOOMFIELD, MI 48322-0000
E18	200-005-400-003-00	1563 LANSING RD, CHARLOTTE, MI 48813	MEADOWS MOBILE HOME PARK & SALES	5600 W MAPLE WEST BLOOMFIELD, MI 48322-0000
E19	110-005-400-014-00	1653 LANSING RD, CHARLOTTE, MI 48813	JNR PROPERTIES OF CHARLOTTE L.L.C.	1815 BROOKFIELD RD CHARLOTTE, MI 48813-0000
E20	110-005-400-140-00	1671 LANSING RD, CHARLOTTE, MI	JRRS INVESTMENTS LLC	313 CRESTVIEW BLVD WALLED LAKE, MI 48390



LEGEND

- PT77 OBSTRUCTION
- WITHIN 5' PT77 OBSTRUCTION
- WITHIN 10' PT77 OBSTRUCTION
- AIRPORT PROPERTY
- EXISTING EASEMENT
- FUTURE EASEMENT
- PT77 APPROACH

North

0' 300'

FITCH H BEACH AIRPORT (CHARLOTTE, MI)
 FUTURE EASEMENTS
 RUNWAY 21 (NORTH APPROACH)

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory
 3355 EVERGREEN DRIVE, N.E.
 GRAND RAPIDS, MICHIGAN 49525 / (616-364-8491)

ATTACHMENT "E"

SCOPE OF WORK

ATTACHMENT "E"

SCOPE OF SERVICES EASEMENT ACQUISITION: E17, E18, E19, E20 Fitch H Beach Airport

I. PROJECT DESCRIPTION

This agreement covers all reasonable and anticipated costs, as described below, to accomplish the easement acquisition of Parcels E17, E18, E19, and E20 located near the Fitch H Beach Airport for obstruction removal purposes. This agreement does not include any costs for work that may be required 1) if negotiations for fee simple are successful, 2) if all negotiations are unsuccessful, 3) if legal proceedings commence, or 4) if condemnation is pursued. This agreement also does not include acquisition work on any other parcel except that listed above without written authorization and contract amendment from the Sponsor.

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

II. GENERAL PROJECT SCOPE

Task I – PROJECT ADMINISTRATION & COORDINATION

This task consists of all work related to the management and oversight of the land acquisition process. This includes Subconsultant management, payment and general oversight to ensure compliance with all regulations. This task shall also include regular project update reports to both the MDOT project manager and the Sponsor throughout the acquisition process to communicate the status of the work.

Task II – LEGAL DESCRIPTION & TREE IDENTIFICATION

This task includes the verification of titlework legal description and metes and bounds description in the attached proposal. Work will also include detailed survey of affected trees and obstruction analysis. The existing mapping from the ALP will be used with additional information added to provide the detail necessary for the Exhibit X drawings. In areas of dense trees, all individual trees may not be identified.

Task III – EXHIBIT X DEVELOPMENT

This task includes the development of the Exhibit Xs to show affected portions of the parcels as well as land owner coordination (onsite meeting per Task V).

Task IV – ACQUISITION ASSISTANCE

This task consists of paperwork, meetings, and coordination with affected landowner to secure an easement by 4D Acquisition as described in the attached proposal.

Task V – ONSITE MEETINGS

This task consists of three (3) onsite meetings with the Sponsor to fully review project requirements, project status, actionable items, and ensure clear communications during the acquisition process, and one meeting with each of the four (4) landowners during the negotiation process to establish/verify terms.

Task VI – SETTLEMENT DOCUMENTATION AND ALP + EXHIBIT "A" REVISION

This task consists assisting the City with filing grant paperwork associated with the landowner agreement as well as updating the airport's ALP and Exhibit "A" documents to reflect the newly acquired parcel. This update excludes any updates associated with FAA SOP 2.0 or 3.0.

ATTACHMENT "F"

NON-CONSTRUCTION CONTRACT

CIVIL RIGHTS ACT OF 1964, TITLE VI – 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

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

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SPONSOR or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the SPONSOR or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the SPONSOR will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the SPONSOR or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the SPONSOR to enter into such litigation to protect the interests of the SPONSOR and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL
CIVIL RIGHTS PROVISIONS**

49 U.S.C. 47123

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport SPONSOR or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ACCESS TO RECORDS AND REPORTS
49 CFR PART 18.36(i)**

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

RIGHTS TO INVENTIONS
49 CFR Part 18.36(i)(8)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the SPONSOR of the Federal grant under which this contract is executed.

Appendix C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)
(Revised October 1, 2005)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
49 CFR Part 20, Appendix A

(1) No Federal appropriated funds will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

TRADE RESTRICTION CLAUSE
49 CFR PART 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor will provide immediate written notice to the SPONSOR if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT
49 CFR Part 18.36(i)(2)

For all contracts in excess of \$10,000:

- a. The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services will be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.
- b. If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**
49 CFR Part 29

For all contracts in excess of \$25,000:

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it will attach an explanation to this solicitation/proposal.

BREACH OF CONTRACT TERMS
49 CFR Part 18.36

For all contracts in excess of \$100,000:

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL
49 CFR Part 18.36(i)(12)
(April 14, 2008)

Contractors and subcontractors agree for all contracts in excess of \$100,000:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

ATTACHMENT "G"

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

None

ATTACHMENT "H"

EVIDENCE OF LICENSURE PURSUANT TO PA299 OF 1980

Project: Charlotte – Fitch H Beach Airport

Client: Prein & Newhoff

Date: March 2, 2021

Project Understanding

The Charlotte Airport has identified a need to secure aviation easements on four parcels in the north approach. This proposal is to provide services on **all four** parcels. The parcels are a combination of inside and outside the runway protection zone. The four parcels include two improved commercial, an improved mobile home park and an unimproved mobile home park (currently a vacant parcel). 4D has been asked to provide the acquisition services including securing title, completing preliminary interviews, securing appraisals and reviews, negotiations and execution of easements (when possible).

Project Parcels:

E17 - 200-005-300-120-00

E18 - 200-005-400-003-00

E19 - 110-006-400-014-00

E20 - 110-005-400-140-00

Acquisition Services

4D will:

1. Obtain title searches on all four parcels from title company.
2. Perform preliminary interviews with the owners.
3. Secure the services of RS Thomas and Associates, Inc and Maturen and Associates to provide complete, self-contained, appraisals and reviews for all parcels in accordance with their respective proposals.
4. Prepare offers, easements and other acquisition documents as required for the acquisitions.
5. Review MDOT AERO documentation requirements and maintain appropriate records and dates as necessary to complete reports.
6. Participate in a City meeting for authorization to present offers. (If applicable)
7. Present offers and perform good faith negotiations (if required) with owners to secure rights and prepare associated Administrative Settlement Requests. If an agreement cannot be reached 4D will prepare an unsecured package and submit it to the client with a recommendation for condemnation.
8. Coordinate closing. (If applicable)
9. Maintain files and document all contact with landowners.
10. Participate in two (2) dedicated meetings with Prein&Newhof, City and/or MDOT AERO and/or airport legal counsel. Participation in conference calls and informal/drop-in meetings, meetings which occur while in the project area for other project related tasks are included to a reasonable extent.

Deliverables

1. Complete file including: executed documents or unsecured package; contact notes; appraisal; offer; misc parcel information.
2. Monthly progress reports.

Staff

- Tim Davis, SR/WA Project Manager/Agent
- Other staff as may be deemed appropriate by 4D

Sub-Consultants

- Norm Thomas, RS Thomas, Inc, Harold Blake Co. – Appraisals
- Dave Maturen, Maturen and Associates – Appraisal Reviews
- Title company TBD

Schedule

4D is prepared to commence the project upon notice to proceed (NTP) from Prein&Newhoff. It is anticipated the project will be completed within 270 days. Estimated schedule of task activities (days from NTP) is:

- Task 1, +30 days
- Receive Exhibit X, +60 days
- Appraisal and review complete (Task 2), +120 days
- Present offer, +150 days
- Close (Task 3), +200 days

Assumptions and Conditions of Estimate

1. The project consists of 4 parcels, from which partial acquisitions in the form of Avigation Easements are required.
2. Prein&Newhof will provide parcel numbers and will prepare Exhibit X survey drawings.
3. A total of up to four (4) meetings with the owners for preliminary interview, presentation of offer and negotiations will be required and is included in this scope and budget. Additionally, phone calls, emails and mailings with owners to a reasonable extent is included.
4. Environmental assessments, demolition and relocation are not required or part of this proposal.
5. 4D is putting forth an experienced, professional acquisition agent who will utilize proven approaches to secure the necessary rights however, due to the inability to control or forecast the decisions of individual property owners the final result of the acquisition effort cannot be predicted. The file for a property which cannot be secured will be submitted to Prien&Newhof/ Airport as ‘unsecured’ for further action.
6. Services provided by 4D or sub-consultants after a parcel is submitted as unsecured will be compensated under separate agreement.
7. Closing costs and title insurance fees (if applicable) will be paid by MDOT AERO or the airport directly.

Cost

See attached “Project Cost Sheet”



4D Acquisition and Consulting, LLC
 Airport Location: Charlotte - Fitch H Beach Airport
 PROJECT DESCRIPTION: Avigation Easement 4 Parcels

TASK	PERSONNEL HOURS AND COSTS					
	Agent		Total Hours	Total Personnel Expense by Task	Total Expenses by Task	Total Amount by Task
1. Preliminary Interview & Title	30		30	\$3,688	\$1,850	\$5,538
2. Appraisal and Review	16		16	\$1,967	\$28,250	\$30,217
3. Negotiations	194		194	\$23,851	\$1,750	\$25,601
4. Reporting and meetings	28		28	\$3,442	\$500	\$3,942
Total Hours	268		268			
Hourly Rate	\$71.00					
Personnel Subtotal (Hrs. x Rate)	\$19,028					
Overhead (Personnel x 56%)	\$10,656					
Personnel & Overhead Subtotal	\$29,684					
Profit Markup (11%)	\$3,265					
TOTAL:	\$32,949		\$32,949	\$32,949	\$32,350	\$65,299

EXPENSES	TASK 1	TASK 2	TASK 3	TASK 4		TOTAL
Direct Expense						
Field Services (<i>travel, mailings, etc</i>)	\$650		\$1,750	\$500		\$2,900
Sub Consultant Costs						
Title Commitment	\$1,200					\$1,200
Appraisal		\$20,650				\$20,650
Appraisal Review		\$7,600				\$7,600
						\$0
TOTAL:	\$1,850	\$28,250	\$1,750	\$500	\$0	\$32,350

SUMMARY OF COSTS	
Personnel Expenses	\$ 32,949
Expenses	\$ 32,350
BUDGET TOTAL:	\$ 65,299

Invoiced as:	\$9,481 upon completion of Task 1 (Includes task 4)
	\$30,217 upon completion of Task 2
	\$12,801 upon presentation of offers (50% of task 3)
	\$12,801 upon closing or unsecured package (3046.50/pcl -50% of task 3)
	<u>\$65,299</u>

**Charlotte Police
Department**

Memo

To: Mayor Armitage, City Council Members

From: Chief Brentar

cc: Erin LaPere, City Manager

Date: 07-22-21

Re: Filling Vacant Police Officer Position

On July 21st, 2021 a position within the Police Department became open with the resignation of an officer. Due to the hiring freeze instituted by Council I am requesting that you allow me to fill this open position. This position has already been approved and budgeted for in FY 21-22. There will still be some cost savings in filling this position as it will take a few months for the hiring process to be completed.

If you have any questions, please let me know.

RESOLUTION NO. 2021-113

**A RESOLUTION TO AUTHORIZE FILLING A VACANT POSITION WITHIN THE
POLICE DEPARTMENT**

WHEREAS, the City Council implemented a hiring freeze at the council meeting on June 8th, 2020; and

WHEREAS, a patrol officer has submitted his resignation as of 07/21/21; and

WHEREAS, this patrol officer position is essential in maintaining adequate staff within the police department; and

WHEREAS, this position has already been approved and budgeted for in FY 21-22; and

WHEREAS, the Police Department is requesting permission to fill this patrol officer position to make the staff whole.

THEREFORE, BE IT RESOLVED that the City Council approve the hiring of a patrol officer position for the Police Department.

RESOLUTION NO. 2021-114

**A RESOLUTION TO APPROVE CHANGES
TO SIGNATORIES FOR INDEPENDENT BANK ACCOUNTS**

WHEREAS, the City maintains its various bank accounts with Independent Bank whose branch is located at 129 Lansing Street in Charlotte; and

WHEREAS, various officers and employees are authorized to act on behalf of the City to make various transactions with regard to those accounts and, in this capacity, are designated as signatories on these accounts; and

WHEREAS, due to changes in persons designated as officers, it is necessary to instruct Independent Bank who is designated as a signatory and has access to accounts;

NOW, THEREFORE, BE IT RESOLVED that Finance Director/Treasurer Eric Smith is to be added as a signatory and granted rights to access accounts.

Introduced: July 19, 2021
Adopted:
Effective:

CITY OF CHARLOTTE
ORDINANCE NO. 2021-10

AN ORDINANCE TO AMEND CHAPTER 68 – UTILITIES – OF THE CODE OF THE CITY OF CHARLOTTE BY AMENDING ARTICLE III WATER AND SEWER RATES, SECTION 68-99 BILLING AND COLLECTION TO MODIFY THE PAYMENT DEADLINE FOR WATER AND SEWER BILLS.

Councilmember _____ moved that the following ordinance be passed to a second reading:

THE CITY OF CHARLOTTE ORDAINS:

SECTION 1. Modifying the payment deadline for water and sewer bills. Chapter 68, *ARTICLE III Water and Sewer Rate, Section 68-99 Billing and Collection* as listed below shall hereby be amended.

Section 68-99 – Billing and Collection.

(A) Charges for water and sewer usage shall be paid within 30 days of the date which they are billed. Payments shall be deemed made when they are received in the Treasurer’s office or a city authorized depository. If payment is not made as provided in this section, a penalty of 10% shall be added to the bill. Failure to receive a bill shall not relieve the customer from the responsibility for payment.

SECTION 2. EFFECT ON REMAINING SECTIONS. The remaining Sections of Chapter 68, Article III shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective 20 days after publication.

Second, _____ () Yeas. () Nays.

Dated: _____

Michael Armitage, Mayor

, City Clerk



Memo

Date: July 30, 2021
To: Honorable Mayor Armitage; City Council
From: Erin LaPere, City Manager
Re: Rental Registration Program

Administration has reviewed the comments from Council and is working with Attorney Hitch to revise language for further discussion on establishing a rental registration program.

As discussed, establishment of this program would necessitate a dedicated enforcement official whose costs would be offset by revenues generated from this program. Further, if Council is seeking to hire a Code Enforcement Officer, in addition to a budget amendment, I would recommend we update our Administrative Ordinance to clearly establish a code enforcement official and enumerate the duties of that role.

I would recommend we continue discussion on this item at the August workshop session along with the discussion on permitting certain commercial marijuana activities.

eel

**CITY OF CHARLOTTE
RESOLUTION 2021-115**

WHEREAS, fees to be paid for zoning reviews including fences, sheds, site plans, rezoning, Zoning Board of Appeals requests, etc., are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for zoning reviews including fences, sheds, site plans, rezoning, Board of Appeals requests, etc., are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for water turn on charges, NSF check, Sewer Cleaning, call out rates, and meter testing, etc. are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for gun permits, copies of police reports, breath test, water turn on charges, weed cutting, copies, DVDs, CDs labels and other requests are to be established by resolution of the City Council; and

WHEREAS, fees for certain items have not been adjusted for some time and no longer reflect the true costs of providing the services associated with the issuance of those permits;

NOW THEREFORE BE IT RESOLVED, that the following fees be established as follows:

BUILDING/PLANNING/ZONING/FIRE

Occupancy Permit.....	\$30.00
Fence or Shed Permit.....	\$20.00
Swimming Pool Permit	
—(above or in ground).....	50.00
Demolition Permit	
—(residential or commercial).....	50.00
Moving Permit	
—(residential or commercial).....	200.00
Roof Permit	
—(complete or partial).....	50.00
Insulation Permit	
—(complete building or partial).....	50.00
Siding Permit	
—(complete building or partial).....	50.00
Window Permit	
—(one or more).....	40.00
Sign Permit.....	40.00
Construction Permits:	
—Minimum Permit.....	30.00

~~All other permits will be \$30.00 for the first \$1000 and \$10.00
for each additional \$1000~~

Permit Renewal.....	10.00
Act 425 Agreement.....	100.00
Rezoning.....	150.00
Rezone with Master Plan Change.....	200.00
Board of Appeals hearing.....	75.00
Site Plans, including planned development districts.....	100.00
Special Condition Use.....	100.00
Class A Non-Conforming Use.....	100.00
Plan Review:	
Commercial and large buildings.....	75.00
Residential and small buildings.....	25.00
Department of Social Services and other requested inspections.....	25.00
	Plus mileage if outside of City
Re-inspection of the above.....	15.00
	Plus mileage if outside of City
Subdivision Review fees as follows:	
Conventional Subdivision Plats.....	250.00
	Plus \$2.00 per lot
Subdivision Open Spaces Plan.....	250.00
	Plus \$2.00 per lot
Multiple Family Residential Plat.....	250.00
	Plus \$2.00 per individual dwelling unit
Zoning Book.....	.25 per page
Zoning Map.....	2.00
Master Plan with maps.....	40.00
Fire Report.....	5.00
Copies (per page).....	.25

DEPARTMENT OF PUBLIC WORKS
WATER/SEWER/STREETS/SIDEWALKS

Water turn on fee (due to repair or snow bird).....	30.00
Water turn on fee (due to non-payment shut off).....	40.00 80.00
Water turn on fee (after hours – repair/snowbird only).....	70.00
NSF check charge.....	30.00
Sewer Clean.....	75.00
After hours sewer clean (call out).....	150.00
Holiday hours sewer clean (call out).....	200.00
Meter test.....	varies based on cost
Weed cutting–(labor, equipment) minimum.....	150.00
Water meter rental	
Meter deposit (refundable less any unpaid water charges).....	500.00
Fee: 0 – 5,000 gallons (minimum fee).....	50.00
Over 5,000 gallons (minimum fee).....	100.00

Water billed at usage times rate times 2		
Frozen meter replacements – cost of meter & copperhorn.....		varies
Frozen meter in pit – cost of meter.....		varies
Frozen water service...(labor, material, equipment).....		varies
Sprinkler meter – cost of meter, copperhorn.....		varies
Sidewalk Snow Removal (labor, equipment, contractual svcs)-min. rate...	100.00	
Brush Cleanup (labor, equipment, contractual svcs)– minimum rate....		100.00
Trash Cleanup (labor, equipment, contractual svcs)– minimum rate....		150.00
Copies (per page).....		.25

POLICE DEPARTMENT

Gun Permits (notary fee)	5.00-10.00	
Downtown overnight parking permit – residents only	30.00	Police
report copy fees are calculated using FOIA itemization, therefore cost is determined for each report as necessary.....	Varies	
Court Ordered preliminary breath testing for city residents – conducted only on weekends & holidays at 6:00 AM	5.00	
Vehicle crash reports – use this service: https://policereports.lexisnexis.com		
Court Ordered portable breath testing.....	5.00	

ADMINISTRATION (fees do not include shipping costs which will be added)

City Code Book, including Charter and Zoning with tabs and cover.....	95.00	
City Code Book, including Charter and Zoning without tabs and cover.....	.25 per page	
City Charter.....	13.25	
Cable DVD of Meetings.....	5.00	
Qualified voter file information		
Per page.....	.25	
Burned to CD (each CD)	5.00	
Labels (each).....	.03	
Copies (per page).....	.25	
Cost Recovery (varies per incident)		Maximum amount \$500 per incident

BE IT FURTHER RESOLVED that requests submitted under the Freedom of Information Act may be subject to charges in addition to per copy fees in accordance with the City Council policy regarding such requests, and

BE IT FURTHER RESOLVED that the effective date will be August 17, 2021.

Second by Councilmember _____. Yeas. Nay. Absent

Michael Armitage, Mayor

Mary LaRocque, City Clerk

MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, City Attorney

RE: **CITY ATTORNEY REPORT**

DATE: July 29, 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. **407 W. Stoddard.** The City has begun a process to compel repairs, or in the alternative, if the building is not repairable or not repaired in a reasonable period of time, we will seek to condemn and demolish the structure. City staff has had contact with the owner and we have been advised that contractor bids are being sought.

2. **Rental Housing License Ordinance.** The City Manager and I are meeting to review a proposed draft of an ordinance. I will keep the Council apprised as that project proceeds.

TMH:cf



Manager's Report August 2nd Council Meeting

American Rescue Plan Act Funds

The City has submitted the application materials for receipt of the American Rescue Plan Act funds. The final allocation will be based upon the number of non-entitlement communities in the state who accept the funds and we expect to receive the first half of our allocation in early August. The Michigan Treasury is recommending communities establish a separate fund for accounting purposes and we are preparing a budget amendment to establish that fund. Administration is preparing information on potential infrastructure opportunities and other eligible expenditures for future discussion by Council.

City Hall Reopening Plan

Currently, city staff reports to work Monday through Friday from 8 am to 5 pm and in-person services at city hall are available Monday from 9 am to 1 pm; Tuesday from 2 pm to 4 pm; and Wednesday from 9 am to 1 pm.

Effective Monday, August 16th, in-person services will resume to pre-COVID hours. The offices will be open for in-person services from 9 am to 4 pm and closed for lunch from 1 pm to 2 pm. Staff will continue to report daily from 8 am to 5 pm.

Fire Chief Recruitment

The Selection Committee has completed first round interviews for candidates and selected two finalists to move on to the final round interview that will take place in mid-August. The second/final-round interview will be an opportunity for key stakeholders, especially members of the volunteer fire department, to meet the finalists prior to the volunteers taking a vote on their recommendation per their organizational bylaws.

Clinton/Stoddard House

I will provide an update to Council on Monday evening.



71ST DISTRICT
STATE CAPITOL
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MICHIGAN HOUSE OF REPRESENTATIVES

ANGELA WITWER
STATE REPRESENTATIVE

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June 8, 2021

The City of Charlotte
1045 Independence Blvd. #200
Charlotte, MI 48813

The City of Charlotte,

I would like to personally congratulate you on becoming a recipient of the Drinking Water Asset Grant. This grant of \$350,700 will go toward improving Charlotte's water infrastructure. Your services add to the great overall experience of Eaton County, which residents and visitors continue to appreciate.

Thank you for all your involvement and support here in District 71. Furthermore, thank you for all your continued hard work and positive impact on our community. Your positivity and efforts have brought countless smiles to your community. On behalf of the entire 71st District, I wish the best of luck to you and all your staff on your future projects. I am excited to see what Charlotte does in the future.

Most Sincerely,

Angela Witwer
State Representative
71st District