



**MARSHALL CITY COUNCIL
WORK SESSION AGENDA
Monday, July 18, 2022
6:00 PM
City Hall Training Room**

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **APPROVAL OF AGENDA** – Items can be added or deleted from the Agenda by Council action.
- 4) **PUBLIC COMMENT ON AGENDA ITEMS** – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 5) **DISCUSSION ITEMS**

A. Brooks Fountain Master Plan

B. Other Items

C. Future Work Sessions

Code Enforcement	6:00 p.m.	August 1 st
Airport Issues	6:00 p.m.	August 15 th

6) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

7) ADJOURNMENT

Respectfully submitted,

Derek N. Perry
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

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cityofmarshall.com

MARSHALL CITY COUNCIL AGENDA

Monday – 7:00 P.M.

July 18, 2022



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** – Brandon Crawford, Grace Baptist Church
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** – Items can be added or deleted from the Agenda by Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.

7) CONSENT AGENDA

A. Airport Crack Sealing and Pavement Markings Contract

City Council will consider the recommendation to approve the Airport Crack Sealing and Pavement Markings Contract with MDOT, contract No. 2022-0768, and authorize the City Clerk to sign on behalf of the City.

B. City Council Minutes

Regular Session.....Monday, June 20, 2022

C. City Bills

Regular Purchases	\$ 356,850.16
Regular Purchases	\$ 77,950.08
Weekly Purchases –6/17/22.....	\$ 154,067.34
Weekly Purchases –6/24/22.....	\$ 334,733.06
Weekly Purchases –7/1/22	\$ 120,482.97
Weekly Purchases –7/8/22	\$ 46,669.87
Total	\$ 1,090,753.48

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. 125-127 West Michigan Avenue OPRA District

City Council will hear public comment regarding the creation of an Obsolete Property Rehabilitation District at 125-127 West Michigan Avenue

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Grand River Special Event Changes

City Council will consider the recommendation to approve the Special Event Request for the date change from July 28, 2022 to July 29, 2022.

Mayor:

Joe Caron

Council Members:

Ward 1 - Scott Wolfersberger

Ward 2 - Jim Schwartz

Ward 3 - Jacob Gates

Ward 4 - Jen Rice

Ward 5 - Ryan Underhill

At-Large - Ryan Traver



B. Purchase of 15-kV Copper Underground Cable

City Council will consider the recommendation to award the bid for purchase of 4,500 feet of 15-kV copper underground cable to low-bidder Power Line Supply of Reed City, Michigan in the firm amount of \$47,295.00 with an estimated nine- to eleven-week delivery lead time.

C. MSCPA Amended and Restated Articles of Incorporation

City Council will consider the recommendation to approve the Michigan South Central Power Agency Amended and Restated Articles of Incorporation and authorize the City Clerk to publish and file the same as required by Act 448.

D. South Marshall Avenue Watermain Construction

City Council will consider the recommendation to approve the construction contract with Quality Excavators for the amount of \$296,301, plus a contingency of \$30,000 for a total funded amount of \$326,301 and approve the construction engineering services with Stantec in the amount of \$44,238.00 as presented.

E. South Kalamazoo and Leggitt Road Engineering

City Council will consider the recommendation to approve the engineering design contract with ENG for the South Kalamazoo and Leggitt Road Engineering in the amount of \$75,972.

F. Carver Fountain Repairs

City Council will consider the recommendation to approve the water proofing repair to the Carver Park Fountain by DC Byers Company of Grand Rapids in the amount of \$13,048.

13) APPOINTMENTS / ELECTIONS

A. Marshall Farmers Market Advisory Board Appointment

City Council will consider the recommendation to appoint Julie Koledo to the Marshall Farmers Market Advisory Board with a term expiring October 20, 2025.

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) CLOSED SESSION

Pursuant to section 8(h) of the Open Meetings Act, to consider material exempt from disclosure by state statute, section 13(1)(g) of the Freedom of Information Act: Confidential Attorney-Client Written Communication dated July 18, 2022, re: Marshall House.

17) ADJOURNMENT

Respectfully submitted,

Derek N. Perry
City Manager

July 18, 2022

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ITEM 7A

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
William Dopp, Finance Director

DATE: July 18, 2022

SUBJECT: Airport Crack Sealing and Pavement Markings Contract

The approved Brooks Field Capital Improvement Plan included crack sealing and pavement markings on the runway and taxiways in the 2022-2023 Fiscal Year.

MDOT provides the opportunity for General Aviation Airports to utilize an MDOT contractor to complete the work. Marshall has historically used this type of agreement as the most cost-effective approach to complete the work. The total cost of the contract is \$32,304 which will be fully covered by a federal allocation.

BUDGET IMPACT: The work will be completed by MDOT utilizing a federal grant of \$32,304 resulting in no cost to the City for this project.

RECOMMENDATION: Approve the MDOT No. 2022-0768 contract and authorize the City Clerk to sign on behalf of the City.

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF MARSHALL
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Marshall (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Brooks Field, whose associated city is Marshall, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated June 8, 2022 attached hereto and made a part hereof.

PROJECT DESCRIPTION:

REHAB RWY - AIRFIELD PAINT MARKINGS (2022 STATEWIDE - JN 216472)
SEAL RWY PAVEMENT SURFACE/JOINTS - AIRFIELD CRACK SEALING (2022 STATEWIDE - JN 132393)

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 1, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract,

the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
 6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST.
9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$32,304
Maximum MDOT Share	\$0
SPONSOR Share	\$0
<i>Estimated</i> PROJECT COST	\$32,304

12. The PROJECT COST may be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of the costs, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligation shown in Section 11 or the revised maximum MDOT obligation set forth in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

Alternatively, the PROJECT COST may be met in whole with federal funds granted to MDOT by the FAA through the block grant program. Upon final settlement of the costs, the federal funds will be applied to one hundred percent (100%) of the PROJECT COSTS up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the

revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Manager of the Airport Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations shown in Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any

disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:
 - a. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.
 - b. The SPONSOR will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.
19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract 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 subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act,

29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR 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 MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's 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 SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award (the date of the final signature) through twenty (20) years.
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.



27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF MARSHALL

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

The logo for the Michigan Department of Transportation (MDOT) is displayed in a light blue and green color scheme. It features a stylized map of Michigan on the left, followed by the letters "MDOT" in a large, bold, serif font. Below "MDOT" is the full name "Michigan Department of Transportation" in a smaller, sans-serif font.

EXHIBIT 1

**BROOKS FIELD
MARSHALL, MICHIGAN**

Project No. B-26-0064-2421
Job No. 132393 and 216472

June 8, 2022

	Federal	State	Local	Total
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$32,304	\$0	\$0	\$32,304
Rehab Rwy - Airfield Paint Markings (2022 Statewide - JN 216472)	\$11,514	\$0	\$0	\$11,514
Seal Rwy Pavement Surface/Joints - Airfield Crack Sealing (2022 Statewide - JN 132393)	\$20,790	\$0	\$0	\$20,790
TOTAL PROJECT BUDGET	\$32,304	\$0	\$0	\$32,304
	100.00%	0.00%	0.00%	

Federal Billing Breakdown:

Bill #1	\$16,667	SBGP 11220	Grant Award Date: 5/20/20
Bill #2	\$15,637	SBGP 12321	Grant Award Date: 8/9/21

Bid Date & Type: 05/06/22 MDOT Let

Period of Performance End Date: 11/15/22

MAC Approval: 06/08/22

ATTACHMENT X
REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: City of Marshall
3. Recipient's DUNS Number: DUNS 82-861-6628 / UEI PLHLA25J9BA8
4. Amount of Federal funds: \$32,304
5. Federal Grant Number(s): SBGP 11220 SBGP 12321
6. Grant Award Date(s): 5/20/2020, 8/9/2021
7. MDOT Project Number: B-26-0064-2421
8. Project Description: Rehab Rwy - Airfield Paint Markings
Seal Rwy Pavement Surface/Joints - Airfield Crack Sealing
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-112-2020, 3-26-SBGP-
123-2021
11. Federal Award Date: 5/20/2020, 8/9/2021
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 11/15/2022
14. Amount of Federal Funds obligated by this action: \$32,304
15. Total amount of Federal Funds obligated: \$32,304
16. Total amount of the Federal award: \$32,304
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Paul Ajegba
Michigan Department of Transportation

425 West Ottawa Street
Lansing, MI 48909

19. Is this a Research and Development award? No

20. Indirect cost rate for the Federal award (if applicable): N/A



U.S. Department of
Transportation

**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A

5. Sponsor has publicized or will publicize a RFQ that:
 - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)). Yes No N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A

7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
 - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14). Yes No N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A

12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
 - a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)). Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor’s Authorized Official: _____

Printed/Typed Title of Sponsor’s Authorized Official: _____

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting “yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor’s or sub-recipient’s officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ATTACHMENT 1

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS THE CONTRACTS

1. The “PROJECT COST” is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant’s qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The DEPARTMENT is authorized by the SPONSOR pursuant to this Contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:
 - a. Prequalification of bidders will be determined by the DEPARTMENT in accordance with the “Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work.”
 - b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
 - c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances that affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if applicable, will reject the bids.
 - d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT will be deemed to be PROJECT COSTS.

- e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports." The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA, if applicable, and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then to the SPONSOR for execution.
 - f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports," and upon receipt of a request from the SPONSOR, the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.
 - h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - i. The SPONSOR, upon presentation of the contract documents by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraphs b and c above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.
4. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts between the prime contractor and the subcontractor on behalf of the SPONSOR. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
 5. Should termination of a construction contract pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT will be given immediate written notice by the SPONSOR.

6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the “General Provisions for Construction of Airports” and the DEPARTMENT’s “Project Engineer’s Manual” for airport construction. Any contract modification determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR’s on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated costs thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes,

provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, and/or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.
12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

ATTACHMENT 12

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING CRACK SEALING AND PAVEMENT MARKING FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS CONTRACTS

1. The “PROJECT COST” is defined as the cost of all work necessary to complete the item(s) identified in the body of this Contract as the PROJECT.
2. The DEPARTMENT is authorized to solicit bids and award the contract for the PROJECT in accordance with the DEPARTMENT’s “Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work.”
3. The SPONSOR will be billed by the DEPARTMENT following award of this Contract. The amount of the billing will be shown as the local share on the attached Exhibit 1.

The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved by the DEPARTMENT and the SPONSOR at the time of award of an amendment to this Contract. The SPONSOR will make payment to the DEPARTMENT within thirty (30) days of the billing date.

4. The DEPARTMENT is authorized by the SPONSOR and is responsible for coordinating with the contractor to perform the PROJECT work. The DEPARTMENT or the contractor will contact the SPONSOR a minimum of 48 hours in advance of performing PROJECT work. The DEPARTMENT and its contractor will be authorized to enter upon the airport premises to conduct the PROJECT work. The SPONSOR will issue a NOTAM (Notice to Airman) regarding the PROJECT activity at the airport. Payment of all PROJECT COSTS will be made by the DEPARTMENT.
5. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.
6. Upon completion of the PROJECT and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
7. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

8. In addition to the requirements of Section 7 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
10. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, and/or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.
11. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

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 Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will 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 hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; 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 shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall 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 itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State 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, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. 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 Michigan 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 Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

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 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 procurement 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. **Solicitation 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 of 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 of 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 procurement of materials and leases of equipment, unless exempt by the Regulations or directive 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.

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX F

GENERAL CONDITIONS

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. Suspension or Debarment.

The State must:

- A. Immediately disclose to the FAA whenever the State:
 - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 - 2. Suspends or debars a contractor, person or entity.

The Subgrantee must:

- B. When entering into “covered transactions”, as defined by 2 CFR 180.200:
 - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

APPENDIX F

11. Trafficking in Persons.

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or sub-agreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 1. Associated with performance under this agreement; or
 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

12. Exhibit A Included with Grant Application. The Exhibit “A” updated 11/1/2018, submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

14. Audits for Public Sponsors.

A subgrantee expending \$750,000 or more of Federal awards in a fiscal year must conduct a single or program specific audit in accordance with 2 CFR part 200 part 200.

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15. System for Award Management (SAM) Registration and Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number Established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866-606-8220) or on the web at <http://fedgov.dnb.com/webform>).

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

APPENDIX F

- B. Submission of Complaint- A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General {OIG} for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspection General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4712{b}.
- E. Assumption of Rights to Civil Remedy- Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41U.S.C. § 4712(c).

17. Land Acquisition.

- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	ARFF and SRE EQUIPMENT AND VEHICLES: The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	OFF-AIRPORT STORAGE OF ARFF VEHICLE: The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS): The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
Airport	Lighting - Operation and Maintenance	LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
Airport	Temporary NAVAIDS	TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
Airport	Construction on land not yet acquired/ Good Title	NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
Airport	Construction on land not yet acquired/ Good Title	TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) N/A until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	ENVIRONMENTAL: The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures: Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures. The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICTION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	<p>NAVAIDS - ILS</p> <p>Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.</p>	<p><u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will:</p> <p>1) Prior to commissioning, assure the equipment meets the FAA’s standards; and</p> <p>2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.</p>
Airport	<p>Fence - Wildlife</p>	<p><u>WILDLIFE FENCE:</u> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.</p>
Airport	<p>Land - Revise Exhibit "A" Property Map</p>	<p><u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.</p>
Airport	<p>Land acquisition -Future Land</p>	<p><u>FUTURE DEVELOPMENT LAND:</u> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.</p>
Airport	<p>Master Plan - Coordination</p>	<p><u>COORDINATION:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State’s Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State’s Department of Transportation.</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the utilities specified in the Engineering Plans and Proposal included in the project must not exceed costs agreed upon in the Plans, Proposal, and Contract Changes and then calculated in total as a percent.
Airport	Utility Relocation	<u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<u>OBSTRUCTION REMOVAL:</u> The Sponsor agrees to clear Parcel(s) as identified on the Engineering Plans, Proposal, and Contract Changes, as shown on Exhibit "A" Property Map, of the following obstructions: Obstructions as identified and called out on the Engineer Plans, as identified in the field, and as directed by the Engineer and then documented in the As-Built Plans at construction completion prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<p>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<ul style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>
Airport	Pavement Exceeding \$500,000	<p><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u> The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<ul style="list-style-type: none"> <li data-bbox="646 417 1471 659">b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA. <li data-bbox="646 680 1471 995">c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement. <li data-bbox="646 1016 1471 1150">d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
Airport	Pavement maintenance	<p data-bbox="630 1163 1471 1514"><u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p data-bbox="630 1541 1471 1824"><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	RPZ Acquisition	PROTECTION OF RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	ACQUISITION OF THE RUNWAY PROTECTION ZONE: Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire the Fee Title or Easement as called out by legal description in signed, applicable agreements separate from this one, as appropriate, in the Runway Protection Zones for runways that presently are not under its control within a reasonable number of years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor’s own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS: The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	BUILDING AIP PRORATION: For purposes of computing the United States’ share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.
Airport or Noise	Noise Land	ACQUISITION OF NOISE LAND: The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	ANNUAL NOISE REPORT: As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: <ol style="list-style-type: none"> 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor’s Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor’s NCP. 4) Total number of people impacted by the Sponsor’s NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor’s NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor’s NCP, including a list by address for mitigation actions shown on the map.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</p> <p>7) Other information as required by the FAA.</p>
All Sponsor Types	Plans and Specifications	<p>PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.</p>
All Sponsor Types	Plans and Specifications Certification	<p>PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <p>1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;</p> <p>2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</p> <p>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p>
All Sponsor Types	Design-Only Subgrants	<p>DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.</p>
All Sponsor Types	Force account	<p>FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p><u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.</p>
All Sponsor Types	Land acquisition - Relocation	<p><u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.</p>
All Sponsor Types	Noise - mitigation	<p><u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.</p>
All Sponsor Types	Noise Mitigation – Private Land	<p><u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</p> <p>4) The property owner’s right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor’s acceptance of federal aid for the project.</p>
<p>All Sponsor Types</p>	<p>Non AIP work in project</p>	<p>NON-AIP WORK IN APPLICATION: The Sponsor understands and agrees that:</p> <p>1) the Project includes the planning and/or construction of any items specified in the Plans, Proposal, and Contract Changes that is not being funded with any Federal funding in this project;</p> <p>2) although the Sponsor has estimated a total project cost of Costs shown in the Attached Exhibit 1 of this Contract, the total allowable cost for purposes of determining federal participation will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes;</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</p>
<p>All Sponsor Types</p>	<p>Planning Scope of Work</p>	<p>PRELIMINARY SCOPE OF WORK: This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	Fuel farms	FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor’s employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

APPENDIX G PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE		
IS THIS PRIME FIRM MDOT-DBE CERTIFIED? <input type="checkbox"/> YES <input type="checkbox"/> NO			IS THIS THE FINAL INVOICE? <input type="checkbox"/> YES <input type="checkbox"/> NO				
CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
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		\$	\$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
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COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

CALL TO ORDER

IN REGULAR SESSION, Monday, June 20, 2022 at 7:00 P.M., in the Council Chambers of City Hall, 323 West Michigan Avenue, Marshall, MI 49068. City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

Present: Council Members: Mayor Caron, Gates, Rice, Schwartz, Traver, and Wolfersberger.

Also Present: City Manager Perry and Clerk Nelson.

Absent: Member Underhill.

Moved Gates, supported Traver, to excuse the absence of Council Member Underhill. On a voice vote – **MOTION CARRIED.**

INVOCATION/PLEDGE OF ALLEGIANCE

Devon Shepherd of Woodland Church gave the invocation and Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Wolfersberger, supported Rice, to approve the agenda as presented. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

Ian Stewart of 515 Schuyler spoke on behalf of the Youngish Professionals regarding the Fridays at the Fountain Concert Series and expressed excitement on getting the events for the 2022 season started.

CONSENT AGENDA

Moved Gates, supported Rice, to approve the Consent Agenda:

- A. Scheduled a public hearing for Monday, July 18, 2022 to consider adoption of a Tax Exemption PILOT Ordinance;
- B. Scheduled a public hearing for Monday, July 18, 2022 to consider adoption of the resolution which would create an OPRA District for the property located at 125-127 West Michigan Avenue;
- C. Approve the acceptance of the baseball/softball equipment from the Northwoods Share the Glove Grant;
- D. Minutes of the City Council Work Session and Regular Session held on Monday, June 6, 2022;
- E. Approve city bills in the amount of \$ 1,333,977.80.

On a roll call vote – ayes: Schwartz, Traver, Wolfersberger, Mayor Caron, Gates, and Rice; nays: none. **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Fridays at the Fountain Special Events:

Moved Traver, supported Rice, to approve the Fridays at the Fountain Special Event Request for the four dates of July 1, 2022, July 15, 2022, July 29, 2022, and August 12, 2022. On a voice vote – **MOTION CARRIED.**

B. Oaklawn Pet, Bike, and Wagon Parade Special Event:

Moved Wolfersberger, supported Gates, to approve the Special Event Request for the Oaklawn Pet, Bike, and Wagon Parade to be held on July 4th, 2022. On a voice vote – **MOTION CARRIED.**

C. Copper Summer Bash Event – Plan B:

Moved Rice, supported Wolfersberger, to approve the use of City parking lot #10 for the Copper Summer Bash special event on August 27, 2022 if the closure of Michigan Avenue is not granted by MDOT. On a voice vote - **MOTION CARRIED.**

D. Dial-A-Ride ADA Policy Updates:

Moved Gates, supported Traver, to approve the revised ADA Complaint Policy for the City of Marshall Dial-A-Ride. On voice vote – **MOTION CARRIED.**

E. FiberNet Bandwidth RFP:

Moved Wolfersberger, supported Gates, to approve the contract for FiberNet bandwidth with MERIT for 10 Gbps for three (3) years at \$5,025 per month and authorize the second attachment site for \$3,150 per year. On a roll call vote – ayes: Traver, Wolfersberger, Mayor Caron, Gates, Rice, and Schwartz; nays: none. **MOTION CARRIED.**

F. 4th Quarter Budget Amendment:

Moved Rice, supported Gates, to approve the budget amendment in the amount of \$1,918 for the General Fund and \$7,000 for the Airport Fund. On a roll call vote – ayes: Wolfersberger, Mayor Caron, Gates, Rice, Schwartz, and Traver; nays: none. **MOTION CARRIED.**

G. Airport Leases:

Moved Wolfersberger, supported Traver, to approve the proposed Airport Lease agreement document for the main hangar and t-hangers at Brooks Field. On a voice vote – **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

A. Parks and Recreation Board Appointment:

Moved Gates, supported Rice, to approve the reappointment of Mitch Robbins to the Parks and Recreation Board with a term expiring July 1, 2025. On a voice vote – **MOTION CARRIED.**

B. Zoning Board of Appeals Appointment:

Moved Wolfersberger, supported Rice, to approve the reappointment of Jeff Karns to the Zoning Board of Appeals with a term expiring March 1, 2025. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

Eric Zuzga, Director of Community Services, thanked Woodlands Church for the trimming they completed at the Athletic Field. The work looks great.

Kate Chism of 732 E Prospect spoke regarding the Calhoun County 911 Millage request on the August 2nd ballot. The proposal is asking for .98 mills for the countywide dispatch authority and would be a significant investment and provide many needed upgrades.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 7:45 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
9127391317	AIRGAS USA LLC	PAYER NO. 1438173 IVY WIPES		120.39
9127391318	AIRGAS USA LLC	PAYER NO. 1438173 IVY WIPES		60.19
12203	ALBION ELECTRIC INC	ACCT NO. CIT200 SECURITY CAMERAS AT THE	2022.264	24,640.00
1FVH-4FNQ-QJFJ	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - CREDIT MEMO		(11.93)
1D11-F6PQ-JWDJ	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - BATTERY BACKUPS		7,679.50
1PM9-J9TV-LQJM	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - TOILET SEATS		55.89
1CMM-X6FF-MDDW	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - MINUTE BOOK SHEETS		259.94
1JMN-3QCK-3XYX	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - DESK CALENDARS, SP		195.33
1XRT-JFTC-FCGY	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - LARGE PLASTIC BUIL		108.86
16PT-FDNM-L1ML	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - GLOVES, AMERICAN F		97.46
1YQR-Y96X-VFJL	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - FIRE DEPT SIGN, ST		47.17
7002027569	AMERICAN WATER WORKS A:MEMBERSHIP RENEWAL #00269636	AMBLER 9/22		372.00
225-494898	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - 30PC AIR SANDER		27.89
225-494926	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL & AIR FILTER,		126.17
225-495118	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - REMOTE DISCONNECT		99.88
225-495399	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - TOMMYGATE HYD, TRA		811.94
225-495376	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - AIR FILTERS		44.88
225-495362	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - PM27D		318.43
225-495284	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - 12V 850 CCA		130.00
22131024.00-2	BARR ENGINEERING CO.	FERC PART 12D INSPECTION AND REPORTING O	2022.222	4,560.00
0345416-IN	BEAVER RESEARCH COMPAN	ACCT NO. CIT123 TOWELS, INSECT KILLER		318.00
P08737	BELL EQUIPMENT COMPANY	ACCT NO. MARSH022 DIRT SHOE		129.65
154747	BOSHEARS FORD SALES, I	CUSTOMER NO. 51086 MAINTENANCE ON 2017 F		1,974.89
404-1519	BRONSON HELPNET	EMPLOYEE ASSISTANCE PROGRAM 07/01/2022 -		262.71
116122	BRUTSCHE CONCRETE PRODUC	CUSTOMER ID: 0412 TAX EXEMPT - FOUNDATIO		625.00
20711180815	BT PIPING SERVICES	MARSHALL HOUSE - INSTALL LAMINATE, BASE		2,682.60
2022SENIORFAIR	CALHOUN COUNTY SENIOR	:2022 CALHOUN COUNTY SENIOR FAIR REGISTRA		95.00
125470	CARR BROTHERS & SONS	CITY OF MARSHALL - 28 YDS TOPSOIL		860.60
48633	CITY OF COLDWATER	SEMIANNUAL BILL FOR "BEAST" REPAIR 1/1/2		332.67
603435	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (KEY, LIG		96.53
603488	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (GRILL CO		850.98
602682	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC (TORCH RCIP 5PK		23.99
603174	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC (FLASHING ALUM		14.99
603234	DARLING ACE HARDWARE	CUST NO. 1650 - REC/PARKS (WASP/HORNET S		4.59
602131	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (ROUNDUP,		59.98
602403	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (CAULK, D		58.13
602420	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (ADHESIVE		44.98
602470	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (FLOOR IN		74.97
602705	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (DRIVE GU		78.95
602833	DARLING ACE HARDWARE	CUST NO. 1650 - WATER (GREAT STUFF, CLOT		11.58
602830	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC (SNAP BOLT)		3.99
602796	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (GASKET,		74.12
602862	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (TANK LEV		33.16
602873	DARLING ACE HARDWARE	CUST NO. 1650 - CITY HALL (MINERAL SPIRI		11.99
602872	DARLING ACE HARDWARE	CUST NO. 1650 - WATER (HYDRAULIC CMNT)		19.99
602925	DARLING ACE HARDWARE	CUST NO. 1650 - WATER (WIRE BRUSH)		4.59
603069	DARLING ACE HARDWARE	CUST NO. 1650 - AIRPORT (NUTS, BOLTS, AN		9.82
S0016141	EMERGENCY VEHICLE PRODUC	CUSTOMER ID: MARSH PD - VEHICLE CHANGEOV	2022.303	10,623.69
S104630288.001	ETNA SUPPLY	CUSTOMER NO. 5277 8X6 PVC & FLEX COUPLIN		224.00
87562206	FIRST ADVANTAGE RESIDEI	ACCT NO. 138549 RESIDENTIAL SCREENING SE		61.17
10840	FREDRICKSON SUPPLY, LLC	CITY OF MARSHALL - CYLINDER, HYDRAULIC,		685.99
10781	FREDRICKSON SUPPLY, LLC	CITY OF MARSHALL - SOLENOID VALVE		236.13
2225405	GRIFFIN PEST SOLUTIONS	ACCT NO. 3422841 SERVICE AT 900 S MARSHA		51.00
3919	HE CLEANS TOO, LLC	AIRPORT - JANITORIAL SUPPLIES		261.69
3926	HE CLEANS TOO, LLC	FIRE DEPT - JANITORIAL SUPPLIES		179.30
3921	HE CLEANS TOO, LLC	MARSHALL HOUSE - JANITORIAL SUPPLIES		116.37
0067614-IN	HYDROCORP	CUSTOMER NO. MUNMARS INSPECTION & REPORT		909.00
D328739-IN	ILLUSTRATUS, DIVISION	(ACCT NO. 01-BT508 MARSHALL HOUSE SUBSCRI		39.67
26966	J AND K PLUMBING SUPPL	MARSHALL HOUSE - CONNECTORS		8.94
26992	J AND K PLUMBING SUPPL	MARSHALL HOUSE - WASHERS, SPOUT, TUB STO		48.63
146	JOHN B SULLIVAN	PROFESSIONAL SERVICES APRIL - JUNE 2022		11,351.50
40904	LAKELAND ASPHALT CORPOI	CITY OF MARSHALL - 2.17 TONS BITUMINOUS		142.35
40873	LAKELAND ASPHALT CORPOI	CITY OF MARSHALL - 3.23 TONS BITUMINOUS		211.89
21505	LEGG LUMBER	MARSHALL HOUSE - BASE SHOE PRIMED		17.98
017879	LEWEY'S SHOE REPAIR	CITY OF MARSHALL - GEORGE ARNOLD BOOT AL		371.48
017881	LEWEY'S SHOE REPAIR	CITY OF MARSHALL - JEREMIAH STEELE BOOT		259.99
1720997-20220630	LEXISNEXIS RISK DATA M	BILLING ID: 1720997 JUNE 2022		100.00
2022SUMMERTAX	MARENGO TOWNSHIP	TAX FOR PROP #: 15-311-015-00 SUMMER TAX		383.63
48787	MARSHALL FEED & GRAIN	MOLE DETERRENT SMOKE BOMBS		11.00
001755	MARSHALL HARDWARE	STREETS (PENS, SHARPIES, ERASERS, ANT SP		51.89
001788	MARSHALL HARDWARE	GARAGE/REC (PUSH MOWER, SANDER)		313.56
001802	MARSHALL HARDWARE	MOTOR POOL (GORILLA TAPE)		19.98
001806	MARSHALL HARDWARE	FIBERNET (WASP SPRAY)		4.99
001830	MARSHALL HARDWARE	BLUES FEST (AMP BREAKER, TAPE, STRAPS)		81.76
001758	MARSHALL HARDWARE	REC/PARKS (MURIATIC ACID, PIPE PLUG)		28.57
001800	MARSHALL HARDWARE	REC/PARKS (18" M72 CHAIN)		53.98
001827	MARSHALL HARDWARE	ELECTRIC (RATCHET STRAPS, GFCI)		47.98
315117222073749	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 TARP CANVAS, DRAI		172.12
315117122	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 KNOB, SWITCH PLAT		111.30

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 07/21/2022 - 07/21/2022
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
315117822044664	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 10' RATCHETX, BAS		684.88
24801	MICHIGAN MUNICIPAL LEA	CUSTOMER ID: 307 WEB AD FOR DEPUTY TREAS		88.56
2020-04723	MICHIGAN RURAL WATER A	JULY 2022 SAFETY TRAINING - AMBLER, AARO		150.00
16107	MIDWEST COMMUNICATION	ACCT NO. 62277 INSTALL FIBER TRUNK & MST 2022.302		7,288.48
1838401	MILLER JOHNSON ATTORNE	CLIENT NO. 52636 PROFESSIONAL SERVICES T		125.00
300002001	MPARKS - MICHIGAN REC	MPARKS MEMBERSHIP DUES FY 2023		750.00
0782	OERTHER'S	FIRE DEPT - MULCH DELIVERY		199.90
22015	PALM TEES	MARSHALL REC DEPT - SUMMER PLAYGROUND/RE		622.00
56673995	POWER LINE SUPPLY	CUSTOMER ID: 100402 MATERIAL FOR BROOKS 2022.207		404.80
56674061	POWER LINE SUPPLY	CUSTOMER ID: 100402 HUBBELL POLE TOP SW 2022.198		12,603.34
56674067	POWER LINE SUPPLY	CUSTOMER ID: 100402 HUBBELL POLE TOP SW 2022.198		6,301.67
56672585	POWER LINE SUPPLY	CUSTOMER ID: 100402 SMALL DEADEND		162.00
56672587	POWER LINE SUPPLY	CUSTOMER ID: 100402 BRONZE DEADEND		2,779.21
56672589	POWER LINE SUPPLY	CUSTOMER ID: 100402 METER CONNECTORS		316.32
56673987	POWER LINE SUPPLY	CUSTOMER ID: 100402 POWER GRIP		33.08
15875	POWER PLANT COMPLIANCE	CONSULTATION & ON SITE DOWNLOAD FOR PERF		500.00
06232022	QUALITY EXCAVATORS, INC	2022 STREET IMPROVEMENTS - ROAD MILLAGE 2022.280		243,484.43
830752-00	RESCO	DOWNTOWN PARKING LOT LIGHT POLES (LOT B 2022.019		3,096.00
93123-1052-1-EBF5	STREET COP TRAINING	DRUG ID/MOTOR STOPS TRAINING - HYDE & VA		450.00
1620034442	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
1620034439	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620034440	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		59.11
1620034437	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
1620034441	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		167.64
1620034443	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		39.92
1620035341	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
1620035336	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
1620035340	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		160.98
1620035342	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		39.92
1620035338	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620035339	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		64.11
914365973	VCA MARSHALL ANIMAL HO	ACCT NO. 12298 K-9 MEDICAL		324.00
GRAND TOTAL:				356,850.16

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 07/07/2022 - 07/07/2022
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
14V3-KKFW-31MT	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - SPRINKLER KEY		25.98
11P6-LQYV-MYKP	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - WADERS		69.31
2022-026187	ASPHALT SOLUTIONS PLUS	MRLEC PRESSURIZED CRACK REPAIR		2,970.00
225-494661	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - ATR ASSORT		5.49
225-494752	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - RC WORKLIGHT		60.57
225-494728	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - SPARK PLUG, AIR HO		24.18
225-494818	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - T4 15W40, TELLUS S		2,599.48
P08530	BELL EQUIPMENT COMPANY	ACCT NO. MARSH022 SPRAY NOZZLE, NOZZLE R		84.32
17135	BURNHAM & FLOWER INSUR.	LIABILITY INSURANCE FOR ADDITIONAL VEHIC	2022.299	7,424.00
22-357	CANYON INDUSTRIES, INC	HYDRO 3 THRUST/UPPER BEARING REPAIR	2022.283	17,220.00
4203	COMPREHENSIVE EMISSION	STACK TESTING AT THE POWERHOUSE MAY 17-1	2022.271	6,800.00
602576	DARLING ACE HARDWARE	CUST NO. 1650 - WATER (BLEACH)		11.97
599908	DARLING ACE HARDWARE	CUST NO. 1650 - MRLEC (PAPER TOWEL)		9.99
601935	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (PHONE/CABLE, W		51.24
602666	DARLING ACE HARDWARE	CUST NO. 1650 - REC/PARKS (MECHANICS TL		119.99
602726	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS (CONCRETE MIX)		25.96
602727	DARLING ACE HARDWARE	CUST NO. 1650 - MOTOR POOL (GREASE GUN,		959.95
602730	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS (WEED KILLER, HS		349.97
602741	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS (CONCRETE MIX)		32.45
I118726	ERIC DALE HEATING & AI	MARSHALL CITY HALL SERVICE CALL 6/23/202		931.12
S104597382.001	ETNA SUPPLY	CUSTOMER NO. 5277 INVENTORY		2,082.30
9345936778	GRAINGER	ACCT NO. 804945673 DRILL SET		344.14
9327346294	GRAYBAR ELECTRIC	ACCT NO. 0000571644 FIBERNET MATERIALS P	2022.293	893.77
9327370198	GRAYBAR ELECTRIC	ACCT NO. 0000571644 FIBERNET MATERIALS P	2022.293	1,732.71
898657	GWIN, DARWIN	MOWING AT BROOKS NATURE CENTER		360.00
C171150	IMPACT SOLUTIONS	CLIENT NO. MARSH - SHUT OFF TAGS		634.55
C171110	IMPACT SOLUTIONS	CLIENT NO. MARSH - ENVELOPE PROCESSING/S		24.00
26921	J AND K PLUMBING SUPPL	WASTE WATER - PLUMBING FITTING & PUMP		259.53
8571	JS BUXTON	CITY OF MARSHALL WWTP - BLANKET PO FOR L	2022.033	1,385.24
40810	LAKELAND ASPHALT CORPO	CITY OF MARSHALL - 1.53 TONS BITUMINOUS		100.37
017853	LEWEY'S SHOE REPAIR	CITY OF MARSHALL - RON ASHBY BOOT ALLOWA		339.51
017866	LEWEY'S SHOE REPAIR	CITY OF MARSHALL - PHIL SMITH BOOT ALLOW		192.41
11163587	LINDE GAS & EQUIPMENT,	CUSTOMER NO. 59879658 GASES		109.36
80167833	MCMASTER-CARR	ACCT NO. 188371900 PADLOCKS		59.38
80086992	MCMASTER-CARR	ACCT NO. 188371900 PADLOCKS		57.43
M500-114	MEDALLION MANAGEMENT	MANAGEMENT CONSULTING FEE FOR MARSHALL H	2022.254	4,800.00
M500-115	MEDALLION MANAGEMENT	MARSHALL HOUSE PAYROLL		4,007.52
M500-116	MEDALLION MANAGEMENT	MARSHALL HOUSE PAYROLL		1,299.89
4788-323423	O'REILLY FIRST CALL	ACCT NO. 1741510 STREETS/GARAGE		19.99
2312939	OFFICE 360	ACCT NO. 26140 COPY PAPER		41.99
56668913	POWER LINE SUPPLY	CUSTOMER ID: 100402 MATERIAL FOR BROOKS	2022.207	1,027.64
56669022	POWER LINE SUPPLY	CUSTOMER ID: 100402 SMALL DEADEND		63.00
1937368	STANTEC CONSULTING MIC	ENGINEERING SERVICES - TASK 109 - REGION	2022.213	452.50
1937371	STANTEC CONSULTING MIC	ENGINEERING/RFP SERVICES FOR SOUTH MARSH	2022.162	2,940.00
1937367	STANTEC CONSULTING MIC	IPP RENEWAL & MAHL ANALYSIS	2021.238	146.00
1937364	STANTEC CONSULTING MIC	WWTP CLARIFIER CONSTRUCTION SERVICES	2021.350	1,181.50
S012854142.002	STUART C IRBY CO	PUPI FIBERGLASS CROSSARMS AND ACCESSORIE	2022.206	5,880.00
06614	TRITERRA	CONSULTING SERVICES THROUGH JUNE 28, 202		2,500.00
1620033841	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
1620033844	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		59.11
1620033843	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620033846	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		170.14
1620033848	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		39.92
1620033847	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
010608	USA BLUEBOOK	CUSTOMER NO. 859103 WWTP LAB SUPPLIES		469.39
06232022	VALENTINE LAWN AND LAN	LANDSCAPING AT PUBLIC SERVICE BUILDING		2,720.00
3317060	XEROX FINANCIAL SERVICE	CUSTOMER NO. 69580 XEROX LEASE JUNE 2022		1,645.40
GRAND TOTAL:				77,950.08

APPROVAL LIST FOR CITY OF MARSHALL
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
92218	ALL-TRONICS, INC.	2022 Q3 FIRE ALARM MONITORING AT POWER H		81.00
92219	ALL-TRONICS, INC.	2022 Q3 FIRE ALARM MONITORING AT WATER P		81.00
06172022	ANLAAN CORPORATION	REIMBURSEMENT FOR HYDRANT USAGE 6/2/22 -		388.00
31722249	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		242.52
1979477	APPLIED IMAGING	ACCT NO. LAG783 MARSHALL HOUSE PRINTING		51.50
269781907006-2022	AT&T	ACCT NO. 269 781-9070 573 1 JUNE 2022		212.00
269789901106-2022	AT&T	ACCT NO. 269 789-9011 599 1 JUNE 2022		207.78
269781949206-2022	AT&T	ACCT NO. 269 781-9492 594 7 JUNE 2022		106.84
269781843106-2022	AT&T	ACCT NO. 269 781-8431 746 9 JUNE 2022		244.29
1230	BC SOUND	2022 BLUES FEST SOUND SYSTEM DEPOSIT		773.75
20316184549	BT PIPING SERVICES	REASONABLE ACCOMODATION FOR UNIT 324 TUB 2022.288		19,284.18
06/17/2022	BUTLER, RICHARD A	UB refund for account: 107800		46.80
2200028335	CITY OF JACKSON	CUSTOMER NO. 000803 SMCJTC DUES		425.40
105488	CRT, INC.	CITY OF MARSHALL - CLOUD STORAGE JUNE 20		1,498.91
06/17/2022	DOMSIC, MATT & KAREN	UB refund for account: 900820020		58.90
0016344	ENG, INC	ENGINEERING FOR PROSPECT ST WATERMAIN AN 2022.276		3,768.75
9324619437	GRAINGER	ACCT NO. 804945673 UPS BATTERIES		155.22
24090130	GRANGER WASTE SERVICES	ACCT NO. 2890780 CITY OF MARSHALL 875 E		171.99
24089449	GRANGER WASTE SERVICES	ACCT NO. 2782490 CITY OF MARSHALL COMMER		1,054.72
24091826	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY OF MARSHALL CITY		110.28
24081309	GRANGER WASTE SERVICES	ACCT NO. 18400290 CITY OF MARSHALL RESID		29,843.87
13061093	HACH COMPANY	ACCT NO. 40204487 WWTP LAB SUPPLIES		391.15
06012022	HERITAGE CLEANERS	ACCT NO. 100243 MARSHALL POLICE DEPT JUN		209.50
5503	HERITAGE FIRE EQUIPMEN	FIRE NOZZLES - 2022 CIP	2022.295	5,670.52
06/17/2022	HERSHOCK, KEVIN & AMAN	UB refund for account: 1601220005		218.81
06/17/2022	HUGHES, MARY	UB refund for account: 3003440035		29.40
INV-1617549	INDUSTRIAL NETWORKING	MARSHALL POLICE - ANTENNA & MODEM FOR M5		951.55
26532	J AND K PLUMBING SUPPL	CEMETERY - HOSE BIBB, COUPLINGS, GALVANI		379.45
22-15012	J.G.M. VALVE CORPORATI	CITY OF MARSHALL WWTP VALVE REPAIR PARTS		362.99
06/17/2022	JANOUSEK, LACY	UB refund for account: 3101080031		41.86
4084	JIMMY'S JOHNS	FARMER'S MARKET MAY 2022		125.00
06/17/2022	KLEINFELT, KATE	UB refund for account: 200840021		167.47
6841	LEGG LUMBER	AIRPORT - WINDOW & DOOR SEALANT, JOINT C		22.06
6928	LEGG LUMBER	POWER HOUSE - PLYWOOD		183.94
10557533	LINDE GAS & EQUIPMENT,	CUSTOMER NO. 59879658 GASES		106.25
001745	MARSHALL HARDWARE	CITY OF MARSHALL - FIBERNET		41.38
315114522604218	MENARDS COMMERCIAL	CREDIT ACCT # 587737 CREDIT MEMO MARSHAL		(75.30)
24364	MICHIGAN MUNICIPAL LEA	CUSTOMER ID: 307 EXECUTIVE SEARCH CITY M 2022.062		11,000.00
13940	MICHIGAN POLICE EQUIP	MARSHALL PD HOLSTERS		149.80
1561751	MILLER CANFIELD PADDOC	LDFB BONDS LEGAL FEES		50,000.00
8281376873	MOTOROLA SOLUTIONS, IN	MOTOROLA POLICE RADIOS PER QUOTE # 16861 2022.248		561.60
2022040093	PEOPLEFACTS LLC	CITY OF MARSHALL PD - FINANCE CHECK		9.94
06092022	PETERSON, TAMI	MARSHALL HOUSE RESIDENT DEPOSIT REFUND		232.00
06092022	PHILPOTT, ANTHONY	BOOT ALLOWANCE - PHILPOTT, ANTHONY		135.68
70839383	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 SERVICES AT MARSHALL		1,250.00
06082022	STATE OF MICHIGAN	LDFB BONDS - QUALIFYING STATEMENT		100.00
141006211	SUMMIT FIRE PROTECTION	CUSTOMER ID: MARSHAL407 FIRE EXTINGUISHE		258.00
141006207	SUMMIT FIRE PROTECTION	CUSTOMER ID: MARSHAL140 FIRE EXTINGUISHE		207.00
906610	TELE-RAD	FACEPLATES FOR MOTOROLA RADIOS - PER QUO 2022.247		314.88
119	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		4,240.00
06/17/2022	TRAVIS, SUZAN RUTH	UB refund for account: 136100		55.50
06/17/2022	TRAVIS, SUZAN RUTH	UB refund for account: 700160002		63.44
9907867869	VERIZON WIRELESS	ACCT NO. 987146080-00001 JUNE 2022		1,496.09
81347889	WEX BANK	ACCT NO. 0470-00-462076-1 JUNE 2022		16,115.06
06/17/2022	WILLIAMS, KELLY	UB refund for account: 206700		4.94
06152022	WISE, TIM	BOOT ALLOWANCE - WISE, TIM		193.00
05242022	WOW! BUSINESS	ACCT NO. 013934621 SERVICE AT DPW MAY 20		46.68
GRAND TOTAL:				154,067.34

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
INV17524	ALL HANDS FIRE EQUIPME	MARSHALL FIRE CASE COMMANDER COMMAND SYS	2022.265	1,889.23
92250	ALL-TRONICS, INC.	ACCT NO. 1-MARCIT - SOFTWARE ASSURANCE R		572.40
06242022	ALLIANCE BEVERAGE DIST	2022 BLUES FEST SUPPLIES		7,020.00
1LCT-13N6-1YLN	AMAZON CAPITAL SERVICE:	ACCT A1P4GM99HG1E02 - HANGING FILE FOLDE		348.33
1RXP-117V-1YLM	AMAZON CAPITAL SERVICE:	ACCT A1P4GM99HG1E02 - GARAGE LIGHTS		48.24
1WDV-X3NH-4GQ4	AMAZON CAPITAL SERVICE:	ACCT A1P4GM99HG1E02 - METER HANGER		44.90
1MWV-MHMM-19VJ	AMAZON CAPITAL SERVICE:	ACCT A1P4GM99HG1E02 - MULTI-PURPOSE PAPE		125.99
1981819	APPLIED IMAGING	ACCT NO. LAG783 MRLEC PRINTER		51.50
06/24/2022	ARTUSO, DARLA	UB refund for account: 3204560020		50.40
471581	ASCENSION MICHIGAN	PRE-EMPLOYMENT SCREENING - DAVIS, RONALD		118.00
287290494544X06142	AT&T	ACCT NO. 287290494544 JUNE 2022		42.39
5715	AUGUST ENVIRONMENTAL S	CITY OF MARSHALL QUARTERLY LAB ANALYSIS		1,219.00
225-494196	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - 2017 FORD POLICE P		6.93
225-494368	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - MAX ATF 5GAL		277.99
225-494429	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - TUBING, CONNECTORS		25.92
225-494488	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL FITER, MAX POW		17.88
225-494271	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - HEAT SHRINK, LITE		52.28
225-494237	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - RT STUFF		10.79
P52460748	BATTERIES PLUS BULBS	CUSTOMER NO. 781 9813 BULBS & BATTERIES		517.74
1253	BC SOUND	2022 BLUES FEST SOUND SYSTEM REMAINING B		2,321.25
06/24/2022	BLAIR, JADE & POTTER,	UB refund for account: 2900540036		44.34
06242022	BLUE LUNCH	2022 BLUES FEST BAND		1,700.00
154481	BOSHEARS FORD SALES,	IICUSTOMER NO. 51086 MAINTENANCE ON 2017 F		351.86
06/24/2022	BROWN, KELLY	UB refund for account: 2602980003		9.16
06/24/2022	CHRISTOPHER TEMPLE	UB refund for account: 2582		62.00
06242022	CITY OF MARSHALL	2022 BLUES FEST START-UP CASH		2,000.00
230251	CIVICPLUS LLC	CITY OF MARSHALL ANNUAL SUBSCRIPTION		1,950.00
06/24/2022	CONCANNON, JEAN	UB refund for account: 2901480024		214.73
06162022	CONSUMERS ENERGY	RETURN BOND ON CONSUMERS #1054753508 - 7		500.00
06162022A	CONSUMERS ENERGY	RETURN BOND ON CONSUMERS #1055638706 - 6		500.00
207058127093	CONSUMERS ENERGY	ACCT NO. 1000 7224 3312 WATER JUNE 2022		245.42
207058126311	CONSUMERS ENERGY	ACCT NO. 1000 0033 5602 MARSHALL HOUSE J		996.38
202609275938	CONSUMERS ENERGY	ACCT NO. 1000 0759 4680 DPW JUNE 2022		104.10
201452376891	CONSUMERS ENERGY	ACCT NO. 1000 0916 3971 DPW JUNE 2022		202.84
201452376890	CONSUMERS ENERGY	ACCT NO. 1000 0916 3708 WASTE WATER JUNE		16.54
201452376889	CONSUMERS ENERGY	ACCT NO. 1000 0916 3435 CITY HALL JUNE 2		181.18
203232223340	CONSUMERS ENERGY	ACCT NO. 1000 0916 3203 WASTE WATER JUNE		25.75
204567070900	CONSUMERS ENERGY	ACCT NO. 1030 1852 1130 MRLEC JUNE 2022		1,239.35
205634895778	CONSUMERS ENERGY	ACCT NO. 1000 9033 6411 AIRPORT JUNE 202		15.00
205278957412	CONSUMERS ENERGY	ACCT NO. 1000 8921 1096 KP FIRE PLACE JU		19.15
204033128190	CONSUMERS ENERGY	ACCT NO. 1030 1852 0884 MRLEC JUNE 2022		288.44
201185479184	CONSUMERS ENERGY	ACCT NO. 1030 1352 1119 LIFT STATION JUN		31.90
203588181532	CONSUMERS ENERGY	ACCT NO. 1030 1580 0248 FIRE JUNE 2022		162.39
06152022	CROW, CURT	ARTICLE 32 SECTION 9: MEALS 6/15/2022		10.00
105597	CRT, INC.	CITY OF MARSHALL - PROBOOK FOR PD		995.00
105569	CRT, INC.	CITY OF MARSHALL - SMARTNET 1 YEAR		142.00
S3-46774	CUMMINS SALES AND SERV	CUSTOMER NO. 179288 SERVICE AT FIRE DEPA		930.75
593876	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC DEPT (CHRISTMAS		9.99
594398	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC DEPT (GLASS)		33.00
596391	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC DEPT (PUTTY KNI		29.57
599354	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC DEPT (CHAIN)		57.80
599475	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC DEPT (BATTERIES		19.98
598661	DARLING ACE HARDWARE	CUST NO. 1650 - REC DEPT (BATTERIES, GLO		35.97
598769	DARLING ACE HARDWARE	CUST NO. 1650 - REC DEPT (SPRING SNAP)		16.74
594154	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (NUTS, BOLTS)		0.66
598108	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (NUTS, BOLTS)		0.45
599424	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (ALUMINUM)		3.99
593229	DARLING ACE HARDWARE	CUST NO. 1650 - WATER DEPT (WIRE BRUSH,		63.93
593885	DARLING ACE HARDWARE	CUST NO. 1650 - WATER DEPT (ANTI-FREEZE,		64.94
593566	DARLING ACE HARDWARE	CUST NO. 1650 - MRLEC (SPRAYER)		27.98
599512	DARLING ACE HARDWARE	CUST NO. 1650 - POLICE DEPT (T-50 STAPLE		8.98
595288	DARLING ACE HARDWARE	CUST NO. 1650 - FIRE DEPT (CABLE CONNECT		0.79
595343	DARLING ACE HARDWARE	CUST NO. 1650 - FIRE DEPT (TIP LEG RBBR)		4.59
598236	DARLING ACE HARDWARE	CUST NO. 1650 - FIRE DEPT (DRILL BITS, N		19.23
599282	DARLING ACE HARDWARE	CUST NO. 1650 - AIRPORT (BIRDSEED, BELL)		14.98
597538	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (KEY, THE		62.71
598178	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (TEXTURE		41.97
595268	DARLING ACE HARDWARE	CUST NO. 1650 - DART (PLEXIE GLASS)		220.00
598752	DARLING ACE HARDWARE	CUST NO. 1650 - DART (NUTS, BOLTS)		11.40
593312	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS DEPT (BATTERIES)		41.97
598567	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS DEPT (LP GAS)		27.64
599541	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS DEPT (PACKING TA		35.98
595972	DARLING ACE HARDWARE	CUST NO. 1650 - DPW (MAILBOX RURAL T1ELI		39.98
597921	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS DEPT (DRIVER POS		36.99
596797	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS DEPT (CONCRETE M		33.56
594121	DARLING ACE HARDWARE	CUST NO. 1650 - GARAGE (HP ULTRA 5G)		99.98
593665	DARLING ACE HARDWARE	CUST NO. 1650 - GARAGE (DRIVE SOCKET, SC		49.97
595480	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS DEPT (SALT SPREA		179.99
595849	DARLING ACE HARDWARE	CUST NO. 1650 - GARAGE (CHALK REEL & POW		19.78

APPROVAL LIST FOR CITY OF MARSHALL
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Table with columns: INVOICE NUMBER, VENDOR NAME, DESCRIPTION, PO NUMBER, AMOUNT. Contains multiple rows of invoice data including hardware purchases, utility services, and refunds.

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 06/24/2022 - 06/24/2022
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
46479	HUNTINGTON NATIONAL BAI	2019 WATER BOND ADMIN SERVICE FEES		500.00
46922	HUNTINGTON NATIONAL BAI	DFA BONDS ADMIN SERVICE FEE		500.00
3108533855	IDEXX DISTRIBUTION COR	ACCT NO. 40552 WASTE WATER LAB SUPPLIES		2,666.19
26694	J AND K PLUMBING SUPPL	MARSHALL HOUSE - CLOSET GASKET, SPOUT		43.41
26732	J AND K PLUMBING SUPPL	MARSHALL HOUSE - PRIMER, PVC, KEY, TAPE		42.79
II2200038	JOINT APPRENTICESHIP &	APPRENTICE LINEMAN SCHOOLING FOR JASON E 2022.298		4,000.00
06/24/2022	KANNIKE, DEMARIS	UB refund for account: 3004040017		676.73
539	KELLEY, NICK	MARSHALL REC SOFTBALL REFUND		31.00
06/24/2022	KOWNACKI, BLAKE	UB refund for account: 601560027		187.52
06/24/2022	KRISTIN BIGGS	UB refund for account: 1825		44.00
017839	LEWEY'S SHOE REPAIR	CITY OF MARSHALL - KURT SWOPE BOOT ALLOW		210.00
06/24/2022	LUCAS SCHEMPF	UB refund for account: 2769		87.40
06/24/2022	LUSE, MELISSA	UB refund for account: 3004510009		63.94
1918	MAEDA	FY 2023 CHAMBER MEMBERSHIP		550.00
06092022CAR	MARSHALL COMMUNITY CU	CITY CREDIT CARD - CHRISTY A RAMEY 4860		971.95
06092022TAS	MARSHALL COMMUNITY CU	CITY CREDIT CARD - THERESA A SEARS 2922		74.75
06092022JL	MARSHALL COMMUNITY CU	CITY CREDIT CARD - JOSHUA LANKERD 3280		609.84
06092022EZ	MARSHALL COMMUNITY CU	CITY CREDIT CARD - ERIC ZUZGA 2217		211.90
06092022MD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - MARGUERITE DAVENPORT		119.99
06092022ME	MARSHALL COMMUNITY CU	CITY CREDIT CARD - MARTIN ERSKINE 9519		224.64
06092022WD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - WILLIAM DOPP III 9493		1,918.00
06092022DP	MARSHALL COMMUNITY CU	CITY CREDIT CARD - DEREK PERRY 0186		359.00
06092022JRM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - JUSTIN MILLER 9156		515.31
06092022CM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - CITY OF MARSHALL 3431		358.13
06092022KM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - KEVIN MAYNARD 9501		143.74
06/24/2022	MCCLEARY, JON	UB refund for account: 2500050006		151.74
06/24/2022	MCKENZIE, DEBORA	UB refund for account: 600400002		54.78
20220618099	METRO WIRELESS	ACCT NO. 903 - METROFIBER INTERNET SERVI		4,890.22
16098	MIDWEST COMMUNICATION	ACCT NO. 62270 MARSHALL FIBERNET		2,353.21
6017905	MPH INDUSTRIES, INC.	CUSTOMER NO. 490680 M5 RADIO		1,824.00
6017917	MPH INDUSTRIES, INC.	SPEED MONITOR WITH SOLAR POWER & BLUETOOTH 2022.268		2,847.00
78720535	MSC INDUSTRIAL SUPPLY	CUSTOMER NO. 02356117 MARKING PAINT		74.40
78720545	MSC INDUSTRIAL SUPPLY	CUSTOMER NO. 02356117 SAFETY VEST		23.94
06/24/2022	NEMORE, SAMANTHA & KORI	UB refund for account: 700390029		111.14
06/24/2022	NORMAN, STEVEN	UB refund for account: 315800		55.05
06/24/2022	O'DELL, BLAINE	UB refund for account: 3004150031		44.69
112740	O'LEARY WATER CONDITIO	CITY OF MARSHALL METERING OFFICE - MAY &		35.00
2295765	OFFICE 360	ACCT NO. 26140 SANITIZER		55.11
2303221	OFFICE 360	ACCT NO. 26140 SANITIZER		115.43
06/24/2022	PARRISH, BRIAN J	UB refund for account: 600680001		14.80
06222022	PEHRSON, KORY	BOOT ALLOWANCE - PEHRSON, KORY		108.16
06/24/2022	PETERS, NICOLE	UB refund for account: 3005680032		47.14
1741431-00	POTTER DISTRIBUTING, I	CUSTOMER NO. 4883 MARSHALL HOUSE AIR CON		2,420.00
56663922	POWER LINE SUPPLY	CUSTOMER ID: 100402 MATERIALS FOR BROOKS 2022.170		565.28
06032022	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE JUN		3,000.00
18156	QUITECH	VENDOR NO. 2179159 MARSHALL HOUSE - TOSH		489.50
06/24/2022	RATLIFF, DAVID	UB refund for account: 1901760020		60.39
06/24/2022	REICHENBAUGH, SIDNEY	UB refund for account: 1602200002		149.06
SO-1230139	RESCUE DIRECT	MARSHALL FIRE ROPE RESCUE KIT	2022.287	3,206.24
10420	REVORE LAW FIRM, P.L.C	CITY OF MARSHALL SERVICE THRU MAY 31, 20		7,500.00
247284	RIDGEGEAR SPORTS & IMP	MARSHALL FIRE DEPT UNIFORMS		895.00
06172022	RITSEMA, ROBERT	REFUND OVERPAYMENT OF MERS CONTRIBUTION		1,633.59
06152022	SANDERS, TIM	ARTICLE 32 SECTION 9: MEALS 6/15/2022		10.00
06/24/2022	SCHAFFER, ZAKARY	UB refund for account: 2203940014		54.00
INV20232	SD MYERS LLC	CUSTOMER ID: 9063450 OIL TESTING		2,917.00
06/24/2022	SHIRLEY, TESSA & SAMUE	UB refund for account: 2900450042		84.66
06/24/2022	SIZEMORE, KYLE	UB refund for account: 240400		34.54
06242022	SKYLA BURRELL BAND	2022 BLUES FEST BAND		2,125.00
06/24/2022	SMITH, KENNETH	UB refund for account: 900430040		58.62
42035-F	SPECTRA ASSOCIATES, IN	CLERK MINUTE BOOKS, CEMETERY DEED		488.50
06/24/2022	STANSELL, STEVE	UB refund for account: 1700220011		71.18
05252022	STAPLES BUSINESS CREDI	CREDIT ACCT NO. 302063 OFFICE SUPPLIES		528.37
591-11011718	STATE OF MICHIGAN - MD	FY2019 5311 OPERATING RECONCILIATION		968.00
06052022	STATE OF MICHIGAN - MD	2021 SMALL URBAN PROJECT (CITY'S PORTIO 2022.069		215,091.12
06152022	STRAND, MARK	ARTICLE 32 SECTION 9: MEALS 6/15/2022		10.00
S013015227.001	STUART C IRBY CO	CUSTOMER NO. 209591 4 TERMINAL METER SOC		2,478.48
06/24/2022	SYDNEY REICHENBAUGH	UB refund for account: 2318		79.70
06152022	TAYLOR, JEFF	ARTICLE 32 SECTION 9: MEALS 6/15/2022		10.00
06242022	THE DANN BAND	2022 BLUES FEST BAND		1,000.00
06242022	THE FAT ANIMALS	2022 BLUES FEST BAND		800.00
SLS26040704	THERMO FISHER SCIENTIF	WASTE WATER DRYING OVEN CONTROL BOARD	2022.282	1,403.80
120	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/ 2022.017		2,557.25
1620033242	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
1620033239	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620033240	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		59.11
1620033241	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		173.98
1620033243	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		39.92
1620033237	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
007533	USA BLUEBOOK	CUSTOMER NO. 859103 WASTE WATER LAB SUPP		403.98

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
009031	USA BLUEBOOK	CUSTOMER NO. 859103 WASTE WATER LAB SUPP		644.58
530367423	UTILITIES INSTRUMENTAT	MARS22.7.015 SERVICE CALL FOR ALARM PANE		1,169.00
06/24/2022	VANWORMER, MARK	UB refund for account: 1900330000		10.98
06/24/2022	VICKIE ROOT	UB refund for account: 2501		27.36
207960	VISION METERING	CUSTOMER ID: 8382 ELECTRIC METERS		2,700.00
06/24/2022	WASHBURN, BETTY	UB refund for account: 2707180004		90.40
06/24/2022	WHITMORE, MICHELLE	UB refund for account: 208800		55.50
06242022	WHO DAT? BLUES BAND	2022 BLUES FEST BAND		1,000.00
06/24/2022	WILER, ETHAN	UB refund for account: 3205040026		64.52
167419	WOODS POOLS, INC.	CITY OF MARSHALL - MURIATIC ACID, CHLORI		406.80
540	WOODSON, DESTINNY	REFUND FOR 2022 SUMMER FUN PLAYGROUND PR		80.00
GRAND TOTAL:				334,733.06

APPROVAL LIST FOR CITY OF MARSHALL
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
52503	ALL YOU NEED RENTAL	ACCT NO. 7815163 2022 BLUES FEST EQUIPME		3,358.50
92260	ALL-TRONICS, INC.	ACCT NO. 1-MARCIT - CITY WIDE PHONE ISSU		261.75
7805A	ASI SECURITY	VIDEO RECORDING SECURITY SYSTEM - PER QU 2022.261		8,137.50
06172022	AT&T	ACCT NO. 145970911 MRLEC INTERNET JUNE 2		107.35
06/30/2022	BUTLER, MARIE	UB refund for account: 107800		46.80
22-4442	CB HALL ELECTRIC COMPA	STUART'S LANDING BATHROOM PUMPS		320.00
22-4443	CB HALL ELECTRIC COMPA	BROOKS NATURE BATHROOM POWER		570.00
47621	COBAN TECHNOLOGIES, IN	MARSHALL POLICE 2023 RENEWAL		1,992.48
105613	CRT, INC.	SMARTNET 2023 - 1 YEAR X 5		954.00
105614	CRT, INC.	SMARTNET 2023 - 1 YEAR X 1		52.50
105615	CRT, INC.	SMARTNET 2023 - 1 YEAR X 5		305.00
168639	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		271.04
168441	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		212.78
06/30/2022	DAVID GOWARD	UB refund for account: 3055		50.00
0156098	FERGUSON WATERWORKS #3	CUSTOMER NO. 2868 O-RING & NOZZLE		57.30
06022022E	FIVE STAR UNDERGROUND	:SPRINKLER START UP AT DOWNTOWN/DRIPPERS		180.00
06022022F	FIVE STAR UNDERGROUND	:SPRINKLER START UP AT ISLANDS		75.00
06022022G	FIVE STAR UNDERGROUND	:SPRINKLER START UP AT INDUSTRIAL DR/SPRA		135.00
06022022H	FIVE STAR UNDERGROUND	:SPRINKLER START UP AT CITY HALL		75.00
06022022I	FIVE STAR UNDERGROUND	:SPRINKLER START UP AT PSB/SPRAYER & NOZZ		90.00
9327011936	GRAYBAR ELECTRIC	ACCT NO. 0000571644 REALFLEX CABLES		936.79
8600161877	HITACHI ENERGY USA INC	138KV METERING UNITS FOR BROOKS SUBSTATI 2022.167		86,724.00
10820137	LINDE GAS & EQUIPMENT,	CUSTOMER NO. 59879658 NITROGEN		40.95
06/30/2022	MARCH, ARNOLD & COLLEE	UB refund for account: 2900110018		39.01
17867	MARSHALL CUSTOM EMBROI	2022 BLUES FEST T-SHIRTS		2,070.00
000041	MICHIGAN STAGE RENTAL	:2022 BLUES FEST STAGE RENTAL		2,497.75
06302022	MP SERVICES LLC	PAY PERIOD: 11/2/22 - 11/30/22		2,500.00
06292022	OOSTERHART, DENNIS	REIMBURSEMENT FOR FREEZER FOR BLUES FEST		846.94
06242022	PARKS, MATT	BOOT ALLOWANCE - PARKS, MATT		441.70
N9435805	QUADIENT LEASING USA,	CUSTOMER NO. 01041574 POSTAGE MACHINE LE		584.52
06/30/2022	REICHENBAUGH, SIDNEY	UB refund for account: 1602200002		145.35
06/30/2022	REMUS, CAROL	UB refund for account: 3202660027		81.47
06272022	SCHIPPER, CLINT	TRAVEL EXPENSES FOR SCHOOLING		202.54
06272022A	SCHIPPER, CLINT	TRAVEL EXPENSES FOR SCHOOLING		228.81
06302022	SCHOENMEYER, JANET	REPAIR SOFFIT AT BROOKS NATURE PAVILION		48.36
S012935633.004	STUART C IRBY CO	CUSTOMER NO. 209591 S & C FUSES AND FITT 2022.228		1,080.00
06/30/2022	SYDNEY REICHENBAUGH	UB refund for account: 2318		99.00
248770	TELNET WORLDWIDE	ACCT NO. 8948 CITY OF MARSHALL		1,271.78
121	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		3,392.00
GRAND TOTAL:				120,482.97

APPROVAL LIST FOR CITY OF MARSHALL
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
07012022	A WEEK IN THE WOODS	WEEK IN THE WOODS PARTNERSHIP		1,205.00
225-494304	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - SELF SEAL		13.89
07072022	AVIS, MALLORY	PROFESSIONAL SERVICES REGARDING ADA COMP		150.00
06252022	BABCOCK, CLIFF	FARMER'S MARKET ENTERTAINMENT		35.00
05212022	BABCOCK, CLIFF	FARMER'S MARKET ENTERTAINMENT		35.00
07072022	BOWSHER, CONNOR	REIMBURSEMENT FOR OPERATING SUPPLIES		22.99
05142022	BUTTERS, SCOTTY	FARMER'S MARKET ENTERTAINMENT		35.00
06042022	BUTTERS, SCOTTY	FARMER'S MARKET ENTERTAINMENT		70.00
07072022	CB HALL ELECTRIC COMP	CITY OF MARSHALL INSPECTION SERVICES JUN		750.00
105675	CRT, INC.	CITY OF MARSHALL - CLOUD STORAGE JULY 20		1,452.85
168701	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		168.60
0016350	ENG, INC	ENGINEERING FOR PROSPECT ST WATERMAIN AN2022.276		6,158.44
94263295	ESRI, INC.	ARC GIS MAINTENANCE FOR JULY 2022 TO JUN2023.009		9,450.00
4723	GOODWIN'S PLUMBING, LL	CITY OF MARSHALL SERVICE CALL AT PSB 6/1		173.75
4722	GOODWIN'S PLUMBING, LL	CITY OF MARSHALL SERVICE CALL AT MRLEC 6		302.33
2219108	GRIFFIN PEST SOLUTIONS	ACCT NO. 197892 SERVICES AT 1201 ARMS ST		42.00
07012022	GROSS, JOHN	CITY OF MARSHALL INSPECTION SERVICES JUN		1,750.00
107808	HOFFMAN AG SERVICE, LT	ACCT NO. 7200 BUCCANEER 5 EXTRA 2.5 GAL		127.50
106724	HOFFMAN AG SERVICE, LT	ACCT NO. 7200 BUCCANEER 5 EXTRA 2.5 GAL		127.50
3968281	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS/AC		36.20
631	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN2022.238		2,160.00
632	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN2022.238		300.00
645	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN2022.238		1,915.00
657	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN2022.238		500.00
659	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN2022.238		550.00
662	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN2022.238		450.00
07/08/2022	JOHNSON, ANDY & FRANCE	UB refund for account: 2402171000		25.17
07062022	JONES, ZEB	REFUND FOR 2022 SUMMER FUN PLAYGROUND		70.00
20012	K DRIVE GREENHOUSE CO.	CITY OF MARSHALL HANGING BASKETS		180.00
07/08/2022	KENNETH SMITH	UB refund for account: 1609		15.00
541, 542, 543, 544	KESTER, NANCY	REFUND FOR 2022 GRAND HOTEL MACKINAC TRI		1,560.00
IN193250	KIESLER POLICE SUPPLY	CUSTOMER NO. L12818 MARSHALL POLICE AMMO		160.00
INVLEX10610	LEXIPOL	FIRE POLICY & DAILY TRAINING BULLETINS, 2023.010		4,839.30
07062022	MAYNARD, KEVIN	REIMBURSEMENT FOR APPA ANNUAL CONFERENCE		1,729.61
NNS34011	NEONOVA NETWORK SERVIC	CITY OF MARSHALL ISP TECH SUPPORT 2022		1,000.00
NNS35517	NEONOVA NETWORK SERVIC	CITY OF MARSHALL ISP TECH SUPPORT JUNE 2		1,000.00
06042022	RAUTH, PAUL	FARMER'S MARKET ENTERTAINMENT		35.00
122-A	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		2,438.00
122-B	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2023.002		848.00
5691612	TOSHIBA AMERICA BUSINE	CUSTOMER NO. TOBRBDC MRLEC COPIER		42.54
07082022	V & V ASSESSING LLC	ASSESSING SERVICES JULY 2022		4,700.00
07/08/2022	WISER, MILDRED	UB refund for account: 114500		46.20
GRAND TOTAL:				46,669.87



ITEM 10A

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
William Dopp, Finance Director

DATE: July 18, 2022

SUBJECT: 125-127 West Michigan Avenue OPRA District Public Hearing

The City has received a request from Justin and Heather Cahill to consider approval of an Obsolete Property Rehabilitation District (OPRA) to assist in the redevelopment of the second floor of 125-127 West Michigan Avenue. The approval of the OPRA would assist in the creation of five (5) apartments. The first step in the process is the creation of an OPRA district for the property.

OPRA is a tool created by the Michigan Legislature in 2000, to encourage the redevelopment of blighted structures. It works by freezing the taxable value of a property for a period of up to twelve (12) years. Freezing the taxable value of a property provides an incentive for a property owner to make significant improvements to a building without incurring an increase in property taxes for the period approved by the City.

BUDGET IMPACT: None.

RECOMMENDATION: Approve the attached resolution which would create an OPRA district at 125-127 West Michigan Avenue.

**RESOLUTION 2022-
RESOLUTION TO ESTABLISH AN OBSOLETE PROPERTY
REHABILITATION DISTRICT**

Minutes of a regular meeting of the Council of the City of Marshall, held on July 18, 2022 at Marshall City Hall in Marshall, MI at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

**Resolution 2022- Establishing an Obsolete Property Rehabilitation (OPRA) District
for Justin and Heather Cahill**

WHEREAS, pursuant to PA 146 of 2000, the City of Marshall has the authority to establish "Obsolete Property Rehabilitation Districts" within the City of Marshall; and

WHEREAS, Justin and Heather Cahill have filed a written request with the clerk of the City of Marshall requesting the establishment of the Obsolete Property Rehabilitation District for an area in the vicinity of 125-127 West Michigan Avenue located in the City of Marshall hereinafter described; and

WHEREAS, the City Council of the City of Marshall determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, written notice has been given by mail to all owners of real property located within the proposed district and to the public by newspaper advertisement in the Marshall Advisor and/or by public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on July 18, 2022 a public hearing was held and all residents and taxpayers of the City of Marshall were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Marshall to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall that the following described parcel(s) of land situated in the City of Marshall, Calhoun County, and State of Michigan, to wit:

MARSHALL CITY, LOWER VILLAGE E 1/2 LOT 4 BLK 24 LYING N OF ALLEY

be and here is established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000 to be known as Cahill Obsolete Property Rehabilitation District No. 1.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, Michigan at a regular meeting held on July 18, 2022.

Trisha Nelson
Clerk



ITEM 12 A

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Josh Lanker, Chief of Police
Marguerite Davenport, Director of Public Services

DATE: July 18, 2022

SUBJECT: GRAND RIVER BREWERY EVENT REQUEST UPDATE

On June 6th, City Council approved Grand River Brewery for the five events described below and asked that we monitor each event for any issues that may arise. During each event, permission was granted to close and use S. Jefferson Street in conjunction with the social district common area for the five events below:

- June 11, 2022 from 11am to 10 pm for the Oaklawn Color Run after party
 - No issues. Invoice was sent
- July 16, 2022 from 11am to 10 pm Vendor Street Event
- July 28, 2022 from 11am to 10 pm Low Country Boil
- September 3, 2022 from 11am to 10 pm for the Grand River Brewery 4 Year Anniversary Party
- September 17, 2022 from 11am to 10 pm for Octoberfest.

Grand River Brewery is requesting to change the date of the July 28th event to July 29, 2022, from 11 am to 10 pm.

Grand River staff will set up, take down, and reinforce the barricades as needed. They will provide trash receptacles and provide portable restrooms as needed. City staff will deliver and pick up the barricades. An application has been completed and proof of insurance has been provided.

BUDGET IMPACT: The only city service requested is for the closure of Jefferson St. The city costs are estimated to be around \$450 per event. The total City cost amount will be invoiced to Grand River Brewery after each event.

RECOMMENDATION: Approve the requested date change from July 28, 2022, to July 29, 2022, as requested by Grand River Brewery.



ITEM 12B

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
Christy Ramey, Purchasing Agent/Assistant to the Electric Director

DATE: July 18, 2022

SUBJECT: Purchase of 15-kV Copper Underground Cable

The Electric Department stocks 15,000-volt (15-kV) rated copper underground cable for use in three-phase underground electric feeders and services, including the recent electric distribution system extension to serve new residences on Rebecca Street.

Inventory on this critical electric distribution system component is getting low and delivery lead times continue to be an issue, so staff solicited sealed bids for 4,500 feet of 15-kV copper underground cable. Due to market volatility, many vendors do not offer firm prices, instead pricing underground cable with a "cost at the time of shipment" clause. This creates financial risk for the City when purchasing materials with delivery lead times that may extend six months or greater.

The following bids for 15-kV copper underground cable were received on July 11, 2022:

<u>Bidder</u>	<u>Total Price</u>	<u>Lead Time</u>
Power Line Supply; Reed City, MI	\$47,295.00	9-11 weeks
Irby Utilities; Eagan, MN	\$48,100.50	9-11 weeks
Resco Distribution; Mt. Pleasant, MI	\$46,575.00	45 weeks

Power Line Supply submitted the low bid at \$47,295.00, which includes firm pricing for 30 days and an estimated delivery lead time of nine to eleven weeks.

BUDGET IMPACT: The FY2023 Electric Department budget includes \$350,000 for capital improvements. This underground cable will initially be placed in inventory and capitalized as it is used.

RECOMMENDATION: Staff respectfully requests City Council award the bid for purchase of 4,500 feet of 15-kV copper underground cable to low-bidder Power Line Supply; Reed City, Michigan in the firm amount of \$47,295.00 with an estimated nine- to eleven-week delivery lead time.



ITEM 12C

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities

DATE: July 18, 2022

SUBJECT: MSCPA Amended and Restated Articles of Incorporation

The Village of Union City officially withdrew from the Michigan South Central Power Agency (MSCPA) effective June 1, 2022. As a result, the attached draft MSCPA Amended and Restated Articles of Incorporation have been prepared to remove references to Union City's membership in the Agency. The MSCPA also performed some general housekeeping as well. For example, with only four commissioners now instead of five, it seemed prudent to combine the offices of secretary and treasurer. A redlined version of the proposed Amended and Restated Articles of Incorporation, showing all proposed modifications, is attached for your reference.

If City Council approves the MSCPA Amended and Restated Articles of Incorporation, the document (minus the signature pages) must be published once in the Ad-Visor & Chronicle. The City Clerk must file a printed copy of the Amended and Restated Articles of Incorporation with the county clerk and also forward proof of filing and publication to the Coldwater City Clerk, who will file a copy of the document (including signature pages) with the Secretary of State as required by Act 448.

BUDGET IMPACT: None

RECOMMENDATION: Approve the attached Michigan South Central Power Agency Amended and Restated Articles of Incorporation and authorize the City Clerk to publish and file the same as required by Act 448.

ARTICLES OF INCORPORATION
OF
MICHIGAN SOUTH CENTRAL POWER AGENCY

These Amended and Restated Articles of Incorporation of the Michigan South Central Power Agency are adopted by the incorporating municipalities for the purpose of ~~creating~~continuing the existence of a joint power agency under the provisions of Act 448 of the Public Acts of Michigan of 1976 ("Act 448").

ARTICLE I

The name of this corporation is Michigan South Central Power Agency.

ARTICLE II

The incorporating municipalities ~~creating~~who created this Agency ~~are~~in 1978 were the Cities of Coldwater, Hillsdale, and Marshall ~~and Portland~~, and the Villages of Clinton and Union City, all municipal corporations of the State of Michigan operating municipal electric utility systems as of the effective date of Act 448 and on ~~such of the foregoing as have adopted these articles by January the~~date the Agency was created. The Village of Union City was an incorporating member of the Agency and subsequently withdrew from the Agency, effective June 1, 19782022.

ARTICLE III

This Agency ~~is~~was and continues to be incorporated for the purpose of undertaking the planning, financing, development, acquisition, construction, reconstruction, improvement, enlargement, betterment, operation, or maintenance of a project or projects to supply electric power and energy for the present or future needs of the incorporating municipalities.

ARTICLE IV

POWERS AND DUTIES

Section 1. The Agency shall be a public body politic and corporate with power to sue and be sued in any court of the State of Michigan.

Section 2. The Agency shall have the powers and duties enumerated in Act 448 of the Public Acts of 1976, as the same may be amended from time to time, together with all such other powers not inconsistent therewith as may be necessary for and convenient and incident to the carrying out of the purposes of the Agency.

Section 3. For the purpose of accomplishing the objects of its incorporation, the Agency may acquire property by purchase, construction, lease, gift, devise or condemnation, and for the purpose of condemnation it may proceed under the provisions of Act No. 149 of the Public Acts of 1911, as now or hereafter amended, or any other appropriate statute.

Section 4. For the purpose of defraying-the project costs of a project as defined in Act 448, the Agency may issue revenue bonds in accordance with and subject to the provisions of Act No. 448 of the Public Acts of 1976, as now existing or hereafter amended.

Section 5. All property owned by the Authority shall be exempt from taxation by the State or any taxing unit therein.

Section 6. The term of this corporation and Agency shall be perpetual, or until terminated in accordance with law and these articles.

ARTICLE V

GOVERNING BODY, OFFICERS:

Section 1. The Agency shall be governed by a board of commissioners appointed by the respective governing bodies of the municipalities which are members of the Agency. The governing body of each member municipality shall, by resolution, appoint 1 commissioner who, at the discretion of the governing body, may be an officer or an employee of the municipality. The governing body of each member municipality shall, by resolution, appoint 1 alternate commissioner to serve in the absence or incapacitation of the commissioner from the same member municipality who, at the discretion of the governing body, may be an officer or an employee of the municipality. Each commissioner or alternate shall serve at the pleasure of the governing body by which he was appointed.

Unless a request for a weighted vote is made by any member, each member of the commission shall be entitled to one vote on any matter. If, before a vote is conducted on any matter, a member of the commission requests a weighted vote according to the entitlement shares of each of the member municipalities, such vote on the designated matter shall then be had and shall be tabulated on a weighted basis as follows: Clinton, 6.5 votes; Coldwater, 42.5 votes; Hillsdale, 25.5 votes; and Marshall, 25.5 votes. There shall be no voting by proxy or by mail.

Section 2. The board of commissioners of the Agency shall annually elect 1 of the commissioners as chairperson, another as vice-chairperson, and another person or persons, who may or may not be a commissioner, as secretary/treasurer, ~~secretary~~, and if desired, assistant secretary. ~~The office of /treasurer may be held by the secretary or assistant secretary.~~ The board of commissioners may appoint additional officers as it deems necessary. The secretary or assistant secretary of the Agency shall keep a record of the proceedings of the Agency, and the secretary shall be the custodian of all records, books, documents, and papers filed with the Agency, and the secretary shall be the custodian of all records, books, documents, and papers filed with the Agency, the minutes or journal of the Agency, and its official seal.

Section 3. The board of commissioners shall adopt and may amend by-laws and rules of procedure providing regular meetings of the board of commissioners, duties of the officers and method of voting on various matters.

Adoption and amendment of by-laws shall require a two-thirds majority vote of the members of the board of commissioners. A final vote shall not be taken on proposed by-laws or amendments until they have been referred to the governing bodies of the member municipalities for one month.

Section 4. The board of commissioners shall adopt a corporate seal and ~~employ~~shall retain a general manager, ~~full time or part time of the Agency, on either an acting or permanent basis~~, as required by Act 448.

Section 5. The books and records of the Agency and of the board of commissioners, officers and agents thereof, shall be open to inspection and audit by the incorporating municipalities unit at all reasonable times. The Agency shall submit an annual report to the incorporating members.

ARTICLE VI

INCORPORATION:

Section 1. The Clerk of each incorporating municipality shall cause a copy of these [Amended and Restated](#) Articles of Incorporation to be published once in a newspaper of general circulation within the municipality which shall be

the Clinton Local [Newspaper](#) in Clinton,

the [Coldwater](#) Daily Reporter in Coldwater,

the [Hillsdale](#) Daily News in Hillsdale,

the ~~Evening~~[Marshall Ad-Visor &](#) Chronicle in Marshall,

~~the Register Tribune in Union City,~~

or such of the foregoing as shall approve the articles.

Section 2. The clerks of each municipality shall file a printed copy of the articles with the county clerk of the county in which that municipality is located and shall forward proof of filing and publication to the Clerk of the City of Coldwater who shall file a copy with the secretary of state as required by Act 448. ~~In case the City of Coldwater does not approve the articles, the clerk of any other member municipality may perform the duties assigned by these articles to the Coldwater City Clerk.~~

ARTICLE VII

AMENDMENTS: NEW MEMBERS: DISSOLUTION:

Section 1. Amendments may be made to these articles and new_members admitted to the Agency as provided in Act 448 of the Michigan Public_Acts of 1976, as now existing or hereafter amended.

Section 2. When the board of commissioners of the Agency and the governing bodies of its member municipalities shall by resolution determine that the purposes for which the Agency was formed have been substantially fulfilled and that bonds issued and other obligations incurred by the Agency have

been fully paid or satisfied, the board of commissioners and governing bodies may declare the Agency to be dissolved. On the effective date of the resolution, the title to the funds and other properties owned by the Agency at the time of the dissolution shall vest in the member municipalities of the Agency as provided in the by-laws of the Agency, and in accordance with section 11 of Act 448.

ARTICLE VIII

These [Amended and Restated](#) Articles of Incorporation shall become effective and be in full force and effect on their publication and filing as required by Act 448 of the Public Acts of Michigan of 1976.

IN WITNESS WHEREOF, the incorporating municipalities have adopted and authorized to be executed these [Amended and Restated](#) Articles of Incorporation on their behalf by their authorized officers.

VILLAGE OF CLINTON

By _____
President

and _____
Village Clerk

The foregoing Amended and Restated Articles of Incorporation were adopted by the Governing Body of the Village of Clinton, County of Lenawee, at a meeting duly held on the ____ day of _____, ~~1977~~2022.

Dated: _____, ~~1978~~2022

Village Clerk

CITY OF MARSHALL

By _____
Mayor

and _____
City Clerk

The foregoing Amended and Restated Articles of Incorporation were adopted by the Governing Body of the City of Marshall, County of Calhoun, at a meeting duly held on the ____ day of _____, ~~1977~~2022.

Dated: _____, ~~1978~~2022

City Clerk

CITY OF HILLSDALE

By _____
Mayor

and _____
City Clerk

The foregoing Amended and Restated Articles of Incorporation were adopted by the Governing Body of the City of Hillsdale, County of Hillsdale, at a meeting duly held on the ____ day of _____, ~~1977~~2022.

Dated: _____, ~~1978~~2022

City Clerk

CITY OF COLDWATER

By _____
Mayor

and _____
City Clerk

The foregoing Amended and Restated Articles of Incorporation were adopted by the Governing Body of the City of Coldwater, County of Branch, at a meeting duly held on the ____ day of _____, ~~1977~~2022.

Dated: _____, ~~1978~~2022

City Clerk

VILLAGE OF UNION CITY

By _____

President

and _____

Village Clerk

The foregoing Articles of Incorporation were adopted by the Governing Body of the Village of Union City, Counties of Branch and Calhoun, at a meeting duly held on the _____ day of _____, 1977.

Dated: _____, 1978

Village Clerk

RESOLUTION #57

RESOLUTION APPROVING ARTICLES OF INCORPORATION

City of Hillsdale

County of Hillsdale, Michigan

~~Minutes of a Regular Meeting of the Board of Public Works (the "Governing Body") of the City of Hillsdale, (the "Municipality") on the 12th day of September ____, 1977, at 7:00 o'clock p.m., Eastern Daylight Time.~~

~~PRESENT: Members _____~~

~~ABSENT: Members _____~~

~~WHEREAS, the Governing Body has, together with other municipalities operating municipal electric utility systems, studied the feasibility of forming a Joint Agency pursuant to Act 448, Public Acts of Michigan of 1976, ("Act 448"); and~~

~~WHEREAS, the Governing Body deems it advisable and necessary and in the best interest of the Municipality to create and establish a Joint Agency under the provisions of Act 448; and~~

~~WHEREAS, Articles of Incorporation of a Joint Agency under Act 448 have been prepared and carefully reviewed by the Governing Body.~~

~~NOW, THEREFORE, BE IT RESOLVED THAT:~~

~~1. The Governing Body determines:~~

~~(a) A separate entity may be able to finance the cost of projects in a more economic and efficient manner.~~

~~(b) Financial market acceptance may be enhanced if one entity is responsible for issuing and selling all of the bonds required for a project or projects in a timely and orderly~~

~~manner and with a uniform credit rating, instead of multiple entities marketing their separate issues of bonds.~~

~~(c) — Savings and other advantages may be obtained by providing a separate entity responsible for the acquisition, construction, ownership, and operation of a project or projects.~~

~~(d) — The existence of a separate entity will foster the continuation of joint planning and undertaking of projects, and the resulting economies and efficiencies to be realized from the joint planning and undertaking will serve the interests of the residents of the Municipality.~~

~~2. — The attached Articles of Incorporation of the Michigan South Central Power Agency are hereby approved and adopted.~~

~~3. — The Mayor and City Clerk are hereby authorized and directed to execute said Articles of Incorporation for and on behalf of the Municipality.~~

~~4. — The Clerk shall take such steps as are necessary under the provisions of State law to perfect the incorporation of the Authority.~~

~~AYES: _____
_____~~

~~NAYS: _____
_____~~

~~RESOLUTION DECLARED ADOPTED.~~

~~_____

Secretary~~

~~I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Public Works of the City of Hillsdale, County of Hillsdale, Michigan, at a Regular Meeting held on September 12, 1977, and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976.~~

Secretary

CERTIFICATE

I, ~~WILLIAM E. LAPE~~ _____, Secretary/Treasurer of the Michigan South Central Power Agency, do hereby certify that the attached is a true and correct copy of the Amended and Restated Articles of Incorporation of the Michigan South Central Power Agency as in force as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Michigan South Central Power Agency this ____ day of ~~November~~ _____, ~~1981~~2022.

~~WILLIAM E. LAPE~~, Secretary/Treasurer

38993700.13/060539.00004



ITEM 12D

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Aaron Ambler, Water Superintendent

DATE: July 18, 2022

SUBJECT: **CONTRACT APPROVAL
S MARSHALL AVE WATERMAIN REPLACEMENT**

The Water Department contracted with Stantec under the Master Services Agreement to complete design and construction documents for watermain replacement on South Marshall Avenue. The limits of the project are Hughes Street south to Raymond Street. One bid was received from Quality Excavators Incorporated (QEI) from Marshall, Michigan in the amount of \$368,531.

Per the attached recommendation letter from Stantec, the adjusted project amount is \$296,301. This project was planned in the Water Department Capital Improvement Plan (CIP) and the 2020 voter approved Street Millage.

In addition to the construction contract with QEI, the Water Department will contract with Stantec Consultants for Construction Engineering services in the amount of \$44,238.00. The proposal from Stantec is included with this report

BUDGET IMPACT: The water department is in the process of selling revenue bonds. This project, budgeted for \$300,000, will be funded by the revenue bond sale. The Street Millage fund has \$80,000 budgeted for improvements on South Marshall Avenue.

RECOMMENDATION: Approve the construction contract with Quality Excavators for the award amount, \$296,301, plus contingency of \$30,000 for a total funded amount of \$326,301 and approve the construction engineering services with Stantec in the amount of \$44,238.00 as presented.

June 24, 2022
File: 2075157400

Attention: Ms. Marguerite Davenport, PE, Director of Public Services
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

Dear Ms. Davenport,

Reference: Bid Review – S. Marshall Ave Water Main and Pavement Replacement

Pursuant to your direction, bids for the above-referenced project were received at the Clerk's Office on Wednesday, May 25, 2022, where they were opened and read aloud at 1:00 PM. The sole bid received from Quality Excavators, Inc. (QEI) in the amount of \$368,531 is attached for reference. Upon review of this bid and in discussions with QEI, Stantec finds that a cost reduction to bid items No. 10 and No. 24 can be accomplished as follows:

- Bid Item No. 10: Bid Amount = \$69,525, Adjusted Amount = \$2,050
- Bid Item No. 24: Bid Amount = \$23,115, Adjusted Amount = \$18,090

Based on the above alternate bid pricing, the adjusted base bid is \$296,031. Stantec's cost estimate for this project prior to bidding was \$266,470.

Stantec has reviewed QEI references and completed work list. We note that QEI is currently working for the City on similar water main and pavement replacement construction projects. Based on our review, and the bid received, we believe that QEI is capable of satisfactorily performing the work on this project. QEI is therefore deemed the lowest responsive, responsible bidder for this project in the adjusted bid amount of Two Hundred Ninety-Six Thousand, Thirty-One and 00/100 Dollars (\$296,031).

Should the City choose to award a contract to QEI, we would be pleased to prepare the contracts for execution, obtain the required bonds and insurance, and schedule a preconstruction meeting to initiate this project. Thanks again for this opportunity to provide professional services for the City of Marshall.

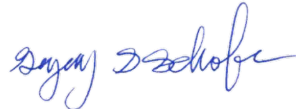
Regards,

Stantec Consulting Michigan Inc.



Ken Jewison PE
Associate
Phone: 734 892 9041
ken.jewison@stantec.com

Stantec Consulting Michigan Inc.



Greg Schofer LEED® AP
Principal
Phone: 248 719 8392
greg.schofer@stantec.com

Attachment: Quality Excavators, Inc. Bid

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PROPOSAL FOR
S. MARSHALL AVENUE WATER MAIN AND PAVEMENT REPLACEMENT

TO THE CITY OF MARSHALL, MICHIGAN

The undersigned as Bidder hereby declares that this Proposal is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he has read and examined the Advertisement, Information for Bidders, Proposal, General Conditions, Agreement, Forms of Bonds, Specifications and Plans, as prepared by the ENGINEER, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all addenda officially issued, the receipt of which is hereby acknowledged:

Addendum No. /Dated	Date of Receipt	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

AWARD OF CONTRACT: The Contract(s) will be awarded to the lowest responsive, responsible Bidder based on the base bid.

PROPOSAL PRICE: The Bidder agrees to complete the Project for the following unit prices:

WATER MAIN PRICE:

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1.	General Conditions and Mobilization (5% Max)	1	LS	\$	\$
2.	Utility Exploration and Coordination	1	LS	\$3,800	\$3,800
3.	Traffic Maintenance	1	LS	\$17,540	\$17,540
4.	Audio/Video Route	1	LS	\$2,500	\$2,500
5.	Construction Materials and Density Testing	1	LS	\$18,475	\$18,475
6.	Mud Tracking Mat	1	LS	\$4,646	\$4,646
7.	Tree Fence* (Provisional)	300	LF	\$7.00	\$2,100
8.	Inlet Filter	6	EA	\$145	\$870
8.	Remove HMA Road Pavement and Existing Base Material	2,010	SY	\$7.50	\$15,075
9.	Remove and Replace Concrete Curb & Gutter, with Underdrain	916	LF	\$46.00	\$42,136
10.	Disconnect, Abandon and Fill Existing 4" Water Main with Pressure Grout	515	LF	\$135	\$69,525
11.	Disconnect, Cut, Remove, and Dispose of 12" Water Main and Fittings	11	LF	\$155	\$1,705
12.	Disconnect, Cut, Remove, and Dispose of 6" Water Main and Fittings	6	LF	\$142	\$852

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
13.	Disconnect, Remove, and Dispose of Existing Hydrant Assemblies	1	EA	\$400	\$400
14.	8-inch Water Main, C-900 PVC, Open-Cut	514	LF	\$112	\$57,568
15.	12-inch Water Main, CL 52, Open-Cut and 12x8x12 Tee	11	LF	\$1,055	\$11,605
16.	6-inch Water Main, CL 52, Open-Cut and 6x6x6 Tee	6	LF	\$80.00	\$480
17.	12-inch Gate Valve and Box	1	EA	\$3,166	\$3,166
18.	8-inch Gate Valve and Box	2	EA	\$2,097	\$4,194
19.	6-inch Gate Valve and Box	1	EA	\$1,425	\$1,425
20.	Fire Hydrant Assembly	1	EA	\$3,934	\$3,934
21.	Connect to Existing Water Main	2	EA	\$1,600	\$3,200
22.	Water Service Lead, Corp Stop to Curb Stop (Shortened)	3	EA	\$1,725	\$5,175
23.	Water Service Lead, Corp Stop to Curb Stop (Extended)	3	EA	\$2,525	\$7,575
24.	Install MDOT 21AA Limestone Base, 6" C.I.P.	2010	SY	\$11.50	\$23,115
25.	Install 5" HMA, LVSP	560	TN	\$108	\$60,480
26.	Restoration	1	LS	\$4,670	\$4,670
27.	Topsoil, Seed and Mulch (2.0% Min.)	1	LS	\$2,520	\$2,520
WATER MAIN – TOTAL BASE BID PRICE (ITEM NOS. 1 THROUGH 27):					\$368,531

WATER MAIN – TOTAL BASE BID PRICE FOR ITEMS NO. 1 THROUGH NO. 27:

Three hundred sixty eight thousand five hundred thirty one Dollars (\$368,531) (Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

ALTERNATE BID – WATER LEADS: The Bidder agrees to complete the alternate water lead installation for the following unit pricing in the event that field conditions require these water lead installations as determined by the Engineer. The Contractor will be paid at the unit price for this line item by the number installed. All other unit prices shall remain the same. No Alternate Bid total price is required.

28.	Water Service Lead Replacement From Curb Box to Water Meter in Basement.	6	EA	\$1,830	\$10,980
-----	--	---	----	---------	----------

The undersigned agrees that if the foregoing Proposal shall be accepted by the OWNER, he will, within ten (10) days (Sundays and legal holidays excepted) after receiving notice of such acceptance, enter into the attached form of Agreement and will complete the Project, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the OWNER satisfactory Contract Bonds and certificates of insurance coverage.

The undersigned further agrees that if the foregoing Proposal shall be accepted, he will commence work immediately after the Contract has been awarded, the Agreement executed, and he has received a Notice to Proceed and he shall complete the entire work within **90** calendar days.

The undersigned attaches hereto his Bid Security, as required by the Advertisement and Information for Bidders, and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned his rights and interests in such Contract and that his Bid Security accompanying his Proposal has been forfeited to the said OWNER, but otherwise the Bid Security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of substantial completion of the entire work, ready for use, within the time specified in this Proposal or within the time to which said time of completion may be extended for good cause shown, the OWNER will suffer a damage of Eight Hundred Dollars (\$800.00) per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with Article 1-B, Liquidated Damages, of the Agreement.

The Bidder shall acknowledge that he/she is an equal opportunity employer and that they do not discriminate against other firms due to race, age, gender or physical conditions.

In submitting this bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all bids, and to waive irregularities in bidding in the interest of the OWNER.

The Bidder has completed the accompanying "Legal Status" form.

Dated and Signed at Quality Excavators Inc.
this the 25th day of May, 2022.

OFFICIAL ADDRESS

817 1/2 Industrial Rd. Marshall, MI 49068

269-763-3708

Telephone

BIDDER'S NAME

Quality Excavators Inc.

Wayne Smith

By

General Manager

Title

DESIGNATION OF MAJOR SUBCONTRACTORS AND SUPPLIERS

Each bidder shall set forth below: (a) the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the work in an amount more than two percent (2%) of the CONTRACTOR's total base bid; and (b) the portion of the work which will be done by each such Subcontractor.

If the CONTRACTOR fails to specify a Subcontractor for any portion of the work as above stated, he agrees to perform that work himself.

The CONTRACTOR shall not, without written consent of the OWNER, make any substitution, alterations, or additions to the following list of Subcontractors that is made a part of this Bid.

The qualifications of each Subcontractor/Supplier will be presented to the ENGINEER for review and approval after a CONTRACTOR is selected. However, specific information may be requested from the Bidder prior to a CONTRACTOR being selected in order to aid in the evaluation of a responsive responsible Bidder.

Section of Work	Portion of Work to be Done	Name of Subcontractor/Supplier	Address of Shop, Mill or Office
Audio/Video Survey	Pre construction video	Karaba Media	9180 Island Lake Road, Dexter MI
Water Main Installation			
Curb and Gutter Installation		Eastlund Concrete Construction	3929 E. Holt Road Holt, MI
Asphalt Paving		Lakeland Asphalt Corp.	548 Avenue A Battle Creek, MI
Other			

Signed 

BIDDER'S QUALIFICATION AND EXPERIENCE STATEMENT

The OWNER will require supporting evidence regarding Bidder's Qualifications and competency. The Bidder will be required to furnish all the applicable information listed below and must be submitted with the sealed bid at the time of the Bid Opening. The Qualifications and Experience certificate must be type written and signed in ink.

QUALIFICATIONS AND EXPERIENCE CERTIFICATE

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted To: Stantec

Address: 3754 Ranchero Drive Ann Arbor, Michigan 48108

Submitted By: Quality Excavators Inc.

Name: Wayne Smith

Address: 817 1/2 Industrial Rd. Marshall, MI 49068

Telephone No.(269) 763-3709 Fax No. _____

Principal Office: _____

Corporation: Incorporated Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Name of Project: South Marshall Ave. watermain and pavement replacement

Type of Work (File a separate form for each classification of work.)

General: _____ Plumbing: _____

HVAC: _____ Electrical: _____

Other: Excavation (Please Specify)

ORGANIZATION

How many years has your organization been in business as a CONTRACTOR? 30 years

How many years has your organization been in business under its business name? 30

Under what other or former names has your organization operated? N/A

If your organization is a corporation, answer the following:

Date of Incorporation: December 1992

State of Incorporation: Michigan

President's Name: Josh Karaba

Vice President's Name: N/A

Secretary's Name: Katie Harris

Treasurer's Name: _____

If your organization is a partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

Name(s) of General Partner(s): _____

If your organization is individually owned, answer the following:

Date of Organization: _____

Name of OWNER: _____

If the form of your organization is other than those listed above describe it and name the principals:

LICENSING

List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdiction in which your organization's partnership or trade name is filed:

EXPERIENCE

List the categories of work that your organization normally performs with its own forces: Excavation, concrete, Utilities.

On a separate sheet, list major construction projects your organization has in progress, giving the name of project, OWNER, architect/ENGINEER, contract amount, percent complete, and scheduled completion date.

On a separate sheet, list the major construction projects your organization has completed in the past five (5) years, giving the name of the project, OWNER, architect/ENGINEER, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

CLAIMS AND SUITS (if the answer to any of the questions below is yes, please attach details)

Has your organization ever failed to complete any work awarded to it? No

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? No

REFERENCES

Trade References: CSM Group

Bank References: Southern Michigan Bank and Trust

Surety: Mourer Foster

Name of Bonding Company:
Mourer Foster

Name and Address of Agent:
John Foster
615 North Capitol Avenue, Lansing MI 48933

Signature: *Wayne Smith*

Dated at: 9:30 this May day of 25th, 20 22

Name of Organization: Quality Excavators Inc.

By: Wayne Smith

Title: General Manager

Mr/Mrs/Ms Wayne Smith being duly deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 25 day of May, 20 22

Notary Public: Katie A Harris *[Signature]*

My Commission Expires: 7-08-2023

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

KATIE A. HARRIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires July 8, 2023
Acting in the County of Calhoun



817 1/2 Industrial Rd
Marshall, MI 49068
(269) 763-3709

Current Contract Work

- 1) 2022 Marshall Street Improvements
Owner: City of Marshall
Engineer: City of Marshall
Contract amount: \$934,488
Completion Date: 8/15/22
- 2) Prospect street watermain replacement and street improvements
Owner: City of Marshall
Engineer: Eng.
Contract amount: \$1,723,855
Completion Date: 8/19/22
- 3) Summit Pointe Battle Creek
Owner: Summit Pointe
Engineer: DHAE
Contract amount: \$132,000
Completion Date: 6/23/22



817 ½ Industrial Rd
Marshall, MI 49068
(269) 763-3709

Project List

- 1) Olivet City Project consisted of ½ mile of watermain, storm, sanitary, curb/gutter, and sidewalk replacement. As well as boring under waterway and replacing asphalt.
Reference is the City of Olivet
- 2) Albion College Steam line Project consisted of ½ mile of milling, excavation for steam line, replacement of storm structures, excavation and installation of steam vaults, removal and replacement of curb/gutter and sidewalk ramps, Jack and bore under Michigan Ave.
Reference CSM Group- Jon Chizmadia (269) 251-5368
jon.chizmadia@csmgroup.com

Our sub-contractors for the Marshall Street improvements
For milling and asphalt is Lakeland Asphalt.

For concrete Eastlund Concrete Construction will perform all concrete work.

Additional project reference

- 1) Coldwater 4/5 School project was a large 15 acres site work project consisting of watermain, storm, sanitary, parking lot, and drive entrances. Self-performed
Contract value \$727,000
Reference Owen- Aims- Kimball contact Ethan Elzinga (616) 970-4376
ethane@oakmi.com
- 2) Lincoln Elementary Project size 8 acres site work and concrete package consisting of curb/gutter, sidewalks, and ramps, watermain, storm, sanitary, parking lot, and drive entrances. Project was self-performed.
Contract value \$955,228
Reference CSM Group contact Rob Rohlman (616) 250-7558
rob.rohlman@csmgroup.com
- 3) JCISD Central Campus Project size 8 acres site work and concrete package consisting of 5,000 LF curb/gutter, sidewalks, and ramps, watermain, storm, sanitary, new parking lot, and drive entrances, milling and resurfacing of existing parking lot.
Project was self-performed
Contract value \$1,101,192
Reference R.W Mercer contact Ryan Schonhard (517) 581-5854
ryan.schonhard@rwmercercor.com



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

Name, legal status and address)

Quality Excavators, Inc
817 1/2 Industrial Road
Marshall, MI 49068

SURETY:

*(Name, legal status and principal
place of business)*

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Marshall

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: City of Marshall- S. Marshall Ave. Watermain and Pavement Replacement / Eathwork and Concrete
(Name, location or address, and Project number, if any)

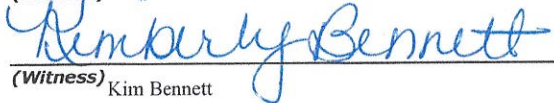
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of May, 2022

(Witness)


(Witness) Kim Bennett

Quality Excavators, Inc
(Principal)

(Seal)

(Title)

United States Fire Insurance Company
(Surety)

(Seal)

(Title)

Ian Foster

, Attorney-in-Fact

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061110

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0112922

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Cusenza, James Slear, Heather Buonodono, Ian Foster

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:


(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

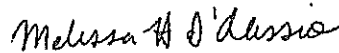
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



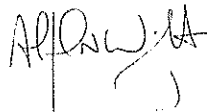
Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25th day of May 20 22

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President

June 24, 2022
File: 2075157400

**Attention: Ms. Marguerite Davenport, PE, Director of Public Services
Mr. Aaron Ambler, Water Superintendent**

City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

Dear Ms. Davenport and Mr. Ambler,

Reference: Construction Phase Services, S. Marshall Ave Water Main and Pavement Replacement

As requested by the City of Marshall (City), Stantec Consulting Michigan Inc. (Stantec) is pleased to submit an engineering services proposal for the construction phase of this project. Our scope of services and fee structure is presented for your consideration in this letter proposal.

Background

Stantec prepared engineering design plans, specifications, and contract documents for 514 feet of 8-inch water main in S. Marshall Ave between the existing mains in Homer and Raymond streets and replacement of the road surface. On May 25, 2022, the City received one bid from Quality Excavators, Inc. (QEI) in the amount of \$368,531. Alternate bid pricing from QEI has resulted in an adjusted base bid of \$296,031 which compares reasonably well with Stantec's cost estimate of \$266,470. The City would like to proceed with this project during the summer 2022 construction season.

Scope of Services

Our proposed scope of work for the construction phase consists of the following major tasks:

TASK 400 – CONSTRUCTION ADMINISTRATION

Following bid award by City Council, construction phase services generally include the following:

- **Pre-Construction Services**
 - Review insurance and bonds submitted by QEI for the construction contract.
 - Assist the City to finalize a contract with QEI.
 - Coordinate a pre-construction meeting with the City, QEI and Stantec.
 - Meet at the project site with the City and QEI as part of the pre-construction meeting.
 - Review shop drawings for general conformance of materials with contract documents.
- **Construction Administration**
 - Respond to Requests for Information (RFI's) and general questions from the Contractor.
 - Coordinate necessary administration tasks and communicate closely with the appropriate City staff throughout the duration of the construction phase of this project.

- **Construction Administration – Continued**

- Review and process payment applications and make recommendations to the City for payment to QEI.
- Provide correspondence including shop drawing letters, punch-list letters, field orders, bulletins, change orders, emails, and other correspondence related to overall project administration in accordance with the contract documents.
- Attend monthly progress meetings with QEI and the City.
- Provide routine budget updates to the City concerning Stantec’s engineering service fees.

TASK 500 – CONSTRUCTION OBSERVATION

- **RPR Services**

- Perform construction observation of QEI installation of new water main, valves, appurtenances, and service leads, and replacement of the road surface and curb and gutter.
- Prepare IDR’s documenting construction activities, including photos and QEI testing results.
- Communicate closely with City staff on construction schedule, daily activities of primary interest to the City, and the sequence for new water main testing and final acceptance.

- **Punch-List and Project Close-out**

- Perform project walkthroughs, prepare a punch list, and provide follow-up site inspections with QEI until all items are complete in accordance with the contract.
- Review and issue a certificate of substantial completion upon request by QEI.
- Prepare and submit to the City all reports completed from Stantec project inspections.
- Assemble record information provided by QEI in accordance with the contract documents in hard copy and electronic format consistent with the City’s standards.
- Hold project close-out meeting with the City and QEI.

Project Assumptions

The following significant assumptions are associated with our proposed scope of work:

- Construction staking will be performed by Midwestern Consulting as a subconsultant to Stantec. Return staking due to the Contractor and/or causes outside Stantec control such as vandalism may result in additional survey costs.
- The City will provide Stantec updated GIS information to include service line material as identified from the recent AMI water meter project.
- All construction testing will be performed by QEI.
- Once started, construction will proceed expeditiously to completion by QEI.
- Stantec assumes 160 hours of RPR field observation staff time over a 4-6 week construction timeline. We will coordinate RPR presence at the project site closely with QEI and the City. Stantec will notify the City in advance if we anticipate the need to exceed the 160 total hours that

are allocated for RPR services and will not proceed without prior authorization by the City for any additional services.

- All major project deliverables will be provided in digital format.
- The City intends to construct this project in Summer 2022.

Preliminary Schedule

We assume a start date of July 11, 2022, to develop the following preliminary schedule:

City Council Approval of QEI Bid	July 6, 2022
Preconstruction Meeting	July 13, 2022
Shop Drawing Approvals	July 29, 2022
Complete Construction Staking	August 19, 2022
Begin Construction	August 22, 2022
Construction Complete	September 30, 2022
Punch List & Project Closeout	October 7, 2022

Professional Service Fees

We propose to complete the above scope of services defined for Tasks 400 and 500 on a time and materials basis for a total Not-to-Exceed fee of **\$44,238.00** as shown in the following table:

Task 400	Construction Administration	\$17,062.00
Task 500	Construction Observation	\$27,176.00
TOTAL NOT-TO-EXCEED FEE		\$44,238.00

The total not-to-exceed budget amount stated above includes fees for the work described in this proposal, including reimbursable and subcontractor charges, inclusive of a \$6,000 allowance for construction staking and survey services subcontracted with Midwestern Consulting. Stantec reserves the right to transfer budget between tasks outlined in the scope of work due to the possible occurrence of overlapping tasks but will not exceed the total amount stated above without prior written authorization by the City.

Please note that this work would be conducted under the Master Services Agreement previously executed between the City and Stantec effective March 12, 2018, and as additional tasks to current Stantec project No. 2075157400.

Authorization

We appreciate the opportunity to assist the City of Marshall replace aging water main and reconstruct S. Marshall Ave. If you have any questions related to our proposed work plan or fee structure, please do not hesitate to contact us. If this proposal meets your approval, please sign this letter, and return a copy to our office.

Regards,

Stantec Consulting Michigan Inc.



Ken Jewison PE
Associate
Phone: 734 892 9041
ken.jewison@stantec.com

Stantec Consulting Michigan Inc.



Greg Schofer LEED AP
Principal
Phone: 734 214 1852
greg.schofer@stantec.com

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ACKNOWLEDGED AND ACCEPTED:

CITY OF MARSHALL

Name of Signer:

Title of Signer:

_____, 2022



ITEM 12 E

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services

DATE: July 18, 2022

SUBJECT: **CONTRACT APPROVAL
S KALAMAZOO AND LEGGITT ROAD ENGINEERING**

The City issued a Request for Proposals (RFP) for engineering design services on two streets in town: South Kalamazoo Avenue from Michigan Ave to Industrial Road and Leggitt Road from South Kalamazoo to the dead end.

The City has received funding from the MDOT TEDF Category F grant program for resurfacing of South Kalamazoo Avenue. In conjunction with the resurfacing, the City Council prioritized the beautification of this corridor during the 2021 strategic planning. At the time, it was anticipated the project would be funded from the sale of Marshall House. To move forward on a full scope of the project and prioritize the final construction scope design engineering for the full project will be completed. Bid documents issued for construction will entail the scope that funds can support at that time.

Leggitt Road is in need of reconstruction. The road was identified to be completed under the 2020 street improvement millage with some millage funds, a possible special assessment, and possible grant funds. City staff met with property owners earlier this year and fielded complaints about the failing condition and their needs as industrial users. Full engineering design of this section of road is proposed because the utilities and storm water controls are also in need of replacement. After design is complete the needed funding for construction can be determined.

Proposals were received on June 7, 2022 as follows:

Company	City	Amount
ENG, Inc	Lansing	\$75,972
OHM Advisors	Kalamazoo	\$84,940
Fleis & Vandenbrink	Kalamazoo	\$88,500
Hurley & Stewart	Kalamazoo	\$103,800
ROWE Professionals, Inc	Lansing	\$113,885
DLZ	Lansing	\$131,780
Wolverine Engineers	Mason	\$236,250

BUDGET IMPACT: The 2020 street millage will fund the engineering and design of this project. Construction funding will be determined when the construction contract comes before council for approval.

RECOMMENDATION: Approve the engineering design contract with ENG, Inc in the amount of \$75,972.



ITEM 12 F

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services

DATE: July 18, 2022

SUBJECT: **CARVER PARK FOUNTAIN REPAIR**

When we attempted to start the Carver Park Fountain for the first time this year, we discovered that it would not properly hold water. Upon further investigation, it was determined that the joint caulk and base bowl coatings had failed and would not allow for proper operation.

Working with our historical fountain consultant, Ross Smith of WJE, and DC Byers Company, it was determined that the existing caulk and old paint would need to be removed and a new polysulfide caulk and a Vulkem Extreme Wearing System waterproofing coating be installed.

Vulkem Extreme Wearing System (EWS) is a waterproof pool and water feature coating system that utilizes polyurethane-methacrylate technology. It is a cold-applied coating system designed for waterproofing concrete slabs and protecting areas underneath from water damage. Additionally, the system will protect the concrete from the damaging effects of chloride, deicing salts, chemicals, and oils and will provide us a long-term maintenance free surface.

We have used DC Byers Company for many years to perform maintenance and repairs on the City's historical fountains and we are confident in their work product.

BUDGET IMPACT: The quote from DC Byers Company to make the waterproofing repair is \$11,346 and we are recommending a 15% contingency of \$1,702 for a total project cost of \$13,048.

No funding was allocated for this project in the FY2022/23 Operating Budget and the expense will require the use of General Fund Balance and necessitate a first quarter budget amendment. In the FY2023 Budget we projected the General Fund Balance at the end of the year to be \$3,354,698. If this repair is approved, the anticipated end-of-year balance would be \$3,341,650.

RECOMMENDATION: Approve the water proofing repair to the Carver Park Fountain by DC Byers Company of Grand Rapids in the amount of \$13,048.



D. C. Byers Co./Grand Rapids, Inc.

SPECIALISTS IN RESTORATION OF STRUCTURES SINCE 1903

6-10-22

City Of Marshall
Attn: Phil Smith

RE: Marshall East Fountain Waterproofing

Dear Phil:

DC Byers Company/Grand Rapids, Inc. is pleased to provide you with this proposal for labor, materials, equipment, and supervision for the following work:

First option

1. Remove 98LF of caulk from fountain cove joint and base ring joints.
2. Using a grinder rough up existing paint of fountain floor and base ring.
3. Install new polysulfide caulk in cove and base ring joints.
4. Apply new coat of Olympic Zeron Epoxy Pool Coating. The base will be in bikini blue and the sides in white.

Price **\$ 4,424.00**

Second option

1. Remove 98LF of caulk from fountain cove joint and base ring joints.
2. Remove existing paint completely from fountain floor and base ring.
3. Install new polysulfide caulk in cove and base ring joints.
4. Install the Tremco Vulkem® EWS with PUMA waterproofing system.

Price **\$ 11,346.00**

Thank you for the opportunity of providing you with this proposal. If you have any questions regarding this quotation, please call me at 538-7300.

Sincerely,
D.C. Byers Company/Grand Rapids, Inc.


Eric Lectka
Project manager

APPLICATION INSTRUCTIONS

1. Purpose

- 1.1 The purpose of this document is to establish uniform procedures for applying Vulkem® EWS in water feature applications. The techniques involved may require modifications to adjust to job-site conditions. If you have any questions regarding your application, contact your local Tremco Field Sales Representative for specific design requirements. This document will provide instructions and troubleshooting for the application of Vulkem EWS to qualify for the manufacturer's warranty.

2. Substrate Preparation

- 2.1 Investigation of the substrate should be performed to determine the type of surface preparation that will need to take place to achieve the appropriate surface profile required for the coating application. Depending on the condition of the concrete, one or more types of surface preparations may be required. Refer to ICRI's Technical Guideline No. 310.2R-2013 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays and Concrete Repair for best practices on selecting the appropriate method of concrete preparation. **Vulkem EWS application requires a CSP 3-4.**
- 2.2 For preparation of metal substrates, please follow The Society for Protective Coatings recommendations that are referenced in section 3.12.

3. Conditions for Substrates

Concrete Surfaces:

- 3.1 Concrete shall be water-cured and attain a 3000 PSI minimum compressive strength. The concrete must be below 6% moisture as measured using a Tramex CME 4 Moisture Meter prior to the coating application. Depending on concrete construction and job site location, additional concrete testing may be required. Please contact your local Tremco Sales or Technical Representative.
- 3.2 Excess moisture in the concrete can prevent the coating materials from performing as intended. To detect the presence of excess moisture, several tests may be employed:
- ASTM D4263- Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
 - ASTM F2170-02 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs
 - Calcium Chloride Test
- 3.3 All concrete surfaces must be shotblast prior to any coating application. For proper methods, refer to ICRI's Technical Guideline No. 310.2R-2013. For supplier information contact Tremco's Technical Service.
- 3.4 Concrete surface shall be properly cleaned so that the surface to receive the coating, sealant, or liquid applied flashing is free of all laitance, mold, paint, sealers, coatings, curing agents, loose particles, and other contamination or foreign matter which may interfere with the adhesion. Consult a Tremco Technical Service Representative for recommendations prior to installing materials.
- 3.5 Shrinkage cracks in the concrete surface which are 1/16" (1.5 mm) wide or greater shall be treated according to the instructions in Sections 5 and 7.

- 3.6 Structural cracks, regardless of width, shall be treated according to the instructions in Sections 5 and 7.
- 3.7 Spalled areas shall be cleaned and free of loose contaminants prior to repair. Due to the fact that jobsite conditions vary, it is recommended that you contact Tremco's Technical Service or your local Tremco Sales Representative for the best method of repair.
- 3.8 In the event of exposed reinforcing steel, it is recommended that the structural engineer of record be contacted for investigation of the condition and for the best method of repair.
- 3.9 Surfaces shall be made free of defects that may telegraph and show through the finished coating. Surfaces which are rough (fins, ridges, exposed aggregate, honeycombs, deep broom finish, etc.) shall be leveled and made smooth by applying a coat of sand-filled Tremco PUMA WC according to the instructions in Section 7.
- 3.10 All drains shall be cleaned and operative. Drains shall be recessed lower than the deck surface. Surface shall be sloped to drain and provide positive drainage. Drains should be detailed as instructed below:
- Cut a 1/4" wide x 1/4" deep (6 mm x 12 mm) keyway into the concrete surface at any point where the coating will have an exposed terminating edge- that is, any point where the coating will end in an open area subject to traffic, for example, at the end of a ramp, around drains and alongside expansion joints.
- 3.11 If the project is a restoration deck, old sealant and backing material shall be removed. The joint interface will require a thorough wire brushing, grinding, sandblasting and primer.

Metal Surfaces:

- 3.12 Follow standard SSPC-SP 10/NACE No. 2 Near White Blast Cleaning. A near-white metal blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and foreign matter.

4. Jobsite Materials

Recommended materials and their use are as follows:

Dymonic 100: A one-part, moisture curing, gun grade polyurethane sealant for use in precast, masonry, expansion joints, control joints and for use in forming cants.

Tremco PUMA Primer: A two-part, chemical-curing MMA primer for porous and non-porous surfaces.

Tremco PUMA BC: A two-part, chemical-curing PUMA modified coating used as an elastomeric, waterproofing membrane for Vulkem EWS.

Tremco PUMA BC LM: A lower modulus version of Tremco PUMA BC, used as the waterproofing membrane for Vulkem EWS for service temperatures below 32 °F (0 °C).

Tremco PUMA BC T: A thixotropic version of Tremco PUMA BC, used for ramps, vertical rises, detailing and field applied cant beads.

Tremco PUMA BC R: A two-part, chemical-curing PUMA modified coating used as an elastomeric, waterproofing membrane for Vulkem EWS.

Tremco PUMA TC: A two-part, chemical-curing MMA coating used to lock in aggregate and provide additional chemical and UV resistance to Vulkem EWS.

Tremco PUMA TC Tintable: A tintable, two-part, chemical-curing MMA coating used to lock in aggregate and provide additional chemical and UV resistance to Vulkem EWS.

Tremco PUMA Cleaner: A one-part PUMA cleaner for all tools such as mixing paddles, squeegees, spiked rollers and spatulas. Always use this cleaner for Vulkem EWS materials. Never use any kind of solvent to clean any of your tools as this will cause contamination and inhibit cure.

Tremco PUMA Initiator: A benzoyl peroxide-based filler used to react to all components of Vulkem EWS.

For temperatures of 20 °F (-7 °C) and below please contact Tremco Technical Service for further details.

Aggregate: 0.3 to 0.6 mm (30-50 mesh)-sized silica sand for the primer application. For supplier information, contact Tremco Technical Service.

5. Detail Work – Dymonic 100

The preferred method of crack detailing is Tremco PUMA BC. Tremco PUMA BC will fill cracks and joints when applied at the recommended thickness, noted in section 8. Please not, Tremco PUMA BC is not for use in the application of expansion joints. If using the preferred crack detailing method, please proceed to section 6, Priming Concrete Surface.

Note: Do not apply sealant to a frosty, damp or wet surface or when substrate temperature is below 40 °F (4 °C) or the surface temperature is above 110 °F (43 °C). Cure times as stated below are based upon standard ambient conditions of 75 °F (25 °C), 50% RH. A decrease in ambient temperature and humidity will significantly lengthen the cure time.

Dymonic 100 must be applied and fully cured prior to the application of Tremco PUMA Primer.

- 5.1 Lay a 1/4" (6 mm) diameter backer rod into the corner at the juncture of all horizontal and vertical surfaces such as curbs, wall sections, columns, or penetrations through the deck. Apply a bead of Dymonic 100 1" (2.5 cm) wide over the backer rod. Tool the sealant bead to form a 45° cant. Use sufficient pressure to force out any trapped air and to assure complete wetting of the surface. Remove excess sealant from the deck or wall joint. NOTE: Backer rod is only required for moving joints.
- 5.2 Install a backer rod, 1/8" to 1/4" (3 mm to 6 mm) diameter larger than the joint width to all prepared control joints. Set depth of backer rod to control the depth of the sealant. (Depth of sealant is measured from the top of the backer rod to the top of the concrete surface.) Proper depth of sealant is as follows:
 - 5.2a. For joints 1/4" (6.4 mm) to 1/2" (12.7 mm) wide, the depth ratio should be equal.
 - 5.2b. Joints 1/2" (12.7 mm) wide or greater should have a sealant depth of 1/2" (12.7 mm). The minimum joint size is 1/4" x 1/4" (6.4 mm x 6.4 mm).
- 5.3 All cracks and joints shall be sealed with Dymonic 100, and tooled flush with the surface. Note: Expansion joints should not be coated over. For treatment of expansion joints, contact your local Tremco Sales Representative.
- 5.4 Allow sealant to fully cure.

6. Priming Concrete Surface

Note: When detailing cracks with Tremco PUMA BC, the surface must be primed but cracks are not to be filled with Tremco PUMA Primer.

- 6.1 Mix Tremco PUMA Primer for 1 to 2 min prior to the addition of Tremco PUMA Initiator.
- 6.2 Mix Tremco PUMA Primer thoroughly together with Tremco PUMA Initiator in accordance with Table 2 for 2 to 3 min.
- 6.3 Apply Tremco PUMA Primer at a minimum of 90 ft²/gal to yield 17 wet mils to the entire area to be coated. The recommended method of application is with a roller followed by a roller to backroll the material. Application below 17 wet mils will result in the primer not curing.
- 6.4 Once primer is rolled out evenly, lightly broadcast 0.3 to 0.6 mm (30-50 mesh)-size silica sand into the primer at a rate of 0.7 lb/10 ft².
- 6.5 Allow Tremco PUMA Primer a minimum of 30 min to fully cure.

7. Detail Work – Tremco PUMA Products

Contact local sales representative for expansion joint detailing.

Defects, Patching and Sloping

- 7.1 Mix Tremco PUMA WC for 1 to 2 min prior to the addition of the silica sand.
- 7.2 Begin with 10 lb of sand for every gallon of Tremco PUMA WC. Additional sand can be added if a thicker consistency is desired.
- 7.3 Once Tremco PUMA WC and the sand are blended together, combine this mixture with the Tremco PUMA Initiator in accordance with Table 2 and mix thoroughly for 2 to 3 min. Amount of Tremco PUMA Initiator is dependent on ambient temperature. Please note the Vulkem Initiator addition is based in the ratio of Initiator to Tremco PUMA WC, not Initiator to Tremco PUMA WC with silica sand. Please see Table 2 for addition amounts.
- 7.4 For uneven spots and other defects in the surface, such as pitting or cratering, a thicker mix of Tremco PUMA WC and sand may be required. Trowel the material to create an even surface with the concrete.
- 7.5 Allow Tremco PUMA WC with sand mixture to cure a minimum of 45 min before proceeding to base coat application.

Horizontal to Vertical Transition

Note: Proceed to 7.9 if horizontal to vertical transitions were treated with Dymonic 100.

- 7.6 Mix the Tremco PUMA BC T for 2 to 3 min prior to the addition of the Tremco PUMA Initiator. Ensure that Tremco PUMA BC T is thoroughly mixed together with the Tremco PUMA Initiator in accordance with Table 2 for 2 to 3 min.
- 7.7 Apply a cant of Tremco PUMA BC T 1" (2.5 cm) wide at the juncture of all horizontal and vertical surfaces (such as curbs, wall sections, columns or penetrations through the deck). Tool Tremco PUMA BC T to form a 45° cant. Use sufficient pressure to force out any trapped air and to assure complete wetting of the surface. Remove excess material from the deck or wall surface. For a cant bead formed at a 45° angle in a horizontal to vertical transition, 1 gal of Tremco PUMA BC T for every 38.5 lf (11.75M) is required.

- 7.8 Apply a strip of tape (masking tape or duct tape) to the vertical sections, 2 to 3" above the Tremco PUMA BC T or Dymonic 100 cant to provide a neat termination of Tremco PUMA BC R.
- 7.9 Apply Tremco PUMA Primer over the Tremco PUMA BC T or Dymonic 100 cant before applying coating.
- 7.10 For penetrations, apply Tremco PUMA Primer over the cant, up the penetration to 1" below the top of the projected overburden. Allow primer to cure.
- 7.11 Following the primer application, mix Tremco PUMA BC R. Mix in Tremco PUMA Initiator in accordance with Table 2.
- 7.12 Apply the Tremco PUMA BC R mixture using a medium-nap roller to achieve a minimum thickness of 40 mils over the primed penetration, over the cant, and extended minimum of 12 inches onto the horizontal plane. Spiked rollers are not required for change in plane.
- 7.13 Apply Tremco PUMA Primer over the Tremco PUMA BC R before coating over.

8. Base Coat Application

Note: In environmental conditions where large temperature swings exist, such as Northern US and Canada, Tremco PUMA BC LM can be used in lieu of Tremco PUMA BC.

When using more than one consecutive coat of Tremco PUMA BC or BC LM, please contact Tremco Technical Service for further details.

Vertical Surfaces:

- 8.1 Mix Tremco PUMA BC R for 2 to 3 min prior to the addition of Tremco PUMA Initiator. Note: The application of PUMA BC R to the vertical surfaces of the structure is the first step in applying base coat.
- 8.2 Tremco PUMA BC R is thoroughly mixed together with the Tremco PUMA Initiator in accordance with Table 2 for 2 to 3 min. Amount of Tremco PUMA Initiator is dependent on the ambient temperature. Please see Table 2 for addition amounts.
- 8.3 Apply the Tremco PUMA BC R at 40 ft²/gal to yield 40 wet mils (1.0 mm) thick to the vertical surfaces of the structure. The recommended method is a medium nap roller.
- 8.4 Allow a minimum of 45 min to cure.
- 8.5 Apply a second coat of Tremco PUMA BC R at 40 ft²/gal to yield a thickness of 40 wet mils (1.0 mm) on the vertical surfaces of the structure as per 8.1 - 8.2.
- 8.6 Allow a minimum of 45 min to cure.

Horizontal Surfaces:

- 8.7 Mix Tremco PUMA BC or BC LM for 1 to 2 min prior to the addition of Tremco PUMA Initiator. Note: The application of PUMA BC or BC LM to the horizontal surfaces of the structure is the second step in applying base coat.
- 8.8 Tremco PUMA BC or Tremco PUMA BC LM is thoroughly mixed together with the Tremco PUMA Initiator in accordance with Table 2 for

2 to 3 min. Amount of Tremco PUMA Initiator is dependent on the ambient temperature. Please see Table 2 for addition amounts.

- 8.9 Apply Tremco PUMA BC or Tremco PUMA BC LM at 20 ft²/gal to yield 80 wet mils (2.0 mm) thick to the entire area. The recommended method is a metal notched rake.
- 8.10 Spike roll Tremco PUMA BC or Tremco PUMA BC LM immediately to release all air bubbles from the coating.
- 8.11 Allow Tremco PUMA BC, Tremco PUMA BC LM, or Tremco PUMA BC R a minimum of 45 min to cure.

9. Top Coat Application

- 9.1 Mix Tremco PUMA TC for 1 to 2 min prior to the addition of Tremco PUMA Initiator.
 - 9.2 Thoroughly mix Tremco PUMA TC together with the Tremco PUMA Initiator in accordance with Table 2. Amount of Tremco PUMA Initiator is dependent on the ambient temperature. Please see Table 2 for addition amounts.
 - 9.3 Apply Tremco PUMA TC at 20 mils (80 ft²/gal). The recommended method of application is with a roller.
 - 9.4 Allow Tremco PUMA TC a minimum of 1 hr to cure.
- If using a field tintable clear top coat, please follow the below directions.**
- 9.5 Add up to 3 Universal Color Pak to one 6 gallon pail of Tremco PUMA TC Tintable and mix for 1 to 2 minutes prior to the addition of the Tremco PUMA Initiator. Mix the Tremco PUMA TC and initiator in accordance with Table 2 for 2 to 3 min.
 - 9.6 Apply the Tremco PUMA TC Tintable at 80 ft²/gal to yield 20 wet mils (0.51 mm) thick to the entire area. The recommended method of application is with a medium nap roller.
 - 9.7 Allow the Tremco PUMA TC Tintable a minimum of 1 hr to cure.

10. Clean Up

- 10.1 Clean all adjacent areas to remove any stains or spills with Tremco PUMA Cleaner.
- 10.2 Clean tools or equipment with Tremco PUMA Cleaner.
- 10.3 Clean hands by soaking in hot, soapy water then brush with a stiff bristle brush.

11. Material Usage Guidelines

The Following is a guide to determine material usage:

Dymonic 100: For a 1" (25 mm) cant bead over a 1/4" (6 mm) backer rod, 1 case of sealant for every 48 lf (14.6 M) is required.

Tremco PUMA Primer: When applied at 90 ft²/gal (2.21 M²/L) will yield a mil thickness of 17 wet mils.

Tremco PUMA BC, BC LM, or BC R: When applied at 20 ft²/gal (0.49 M²/L) will yield a mil thickness of 80 wet mils.

Tremco PUMA TC: When applied at 80 ft²/gal (1.96 M²/L) will yield a mil thickness of 20 wet mils.

Aggregate: Apply silica sand at a rate of 0.7 lb/10 ft² immediately after the Tremco PUMA Primer application.

12. Troubleshooting

- 12.1 This section describes common industry application issues when certain environmental conditions exist. Below are some commonly seen issues and remedies. If any of these should occur, it is always recommended you contact your local Tremco Sales Representative or Tremco's Technical Service.
- 12.2 Tremco requires that any possible recoating job be reviewed and approved by your Sales and/or Technical Representative prior to installation.
- 12.3 When a deck contains too much moisture, the excess moisture may change into a vapor which then condenses at the concrete-membrane

interface before the coating has cured, which will cause blisters or bubbles, which, in turn, will interfere with proper adhesion. If this should occur the blisters/bubbles can be cut out, allowing the moisture to escape. After moisture has escaped and the surface is dry, the area can be repaired.

- 12.4 If the coating is applied in very hot ambient temperatures, the air in the small spaces between the concrete particles increases in volume and forms blisters. Contact Tremco's Technical Service should this occur.
- 12.5 Tremco PUMA products should only be applied when the UV index is less than 7 and substrate temperatures below 115°F.

Table 1: Quick Reference Application Chart

Layer	Product	Wet Mills	Cure Time	Square Feet Per Gallon
Primer	Tremco PUMA Primer	17	30 min	90
Base Coat (Vertical)	Tremco PUMA BC R	80	45 min	20
Base Coat (Horizontal)	Tremco PUMA BC or BC LM	80	45 min	20
Top Coat	Tremco PUMA TC	20	1 hr	80

*Recommended coverage rates are approximate. Varying sand loading methods and surface profiles may increase the amount of material required to obtain uniform coverage rates.

Table 2: Temperature Chart

Temperature °F	Temperature °C	Grams or ounces/gallon
68 to 95	20 to 35	75 g or 2.75 oz of initiator/gal resin
50 to 68	10 to 20	150 g or 5.5 oz of initiator/gal resin
32 to 50	0 to 10	300 g or 11 oz of initiator/gal resin
14 to 32*	-10 to 0*	450 g or 16 oz of initiator/gal resin

*Below 14 °F (-10 °C), please contact Tremco Technical Service for further details. Minimum 75g of initiator per gallon required.

0919/EWSWFAI

Please refer to our website at www.tremcosealants.com for the most up-to-date Application Instructions.



Tremco Commercial Sealants & Waterproofing

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220 Wicksteed Ave
Toronto ON M4H1G7
416.421.3300 / 800.363.3213

1445 Rue de Coulomb
Boucherville QC J4B 7L8
514.521.9555



To: John Stevenson, D. C. Byers Company/GR
From: ABC Insurance Trust
Date: June 10, 2022
Subject: The Prevailing Wage Accounting Solution

The ABC Insurance Trust has been working exclusively with ABC members on their employee benefits for over 60 years. We understand the complexities around designing benefits for the construction community and strive to find solutions that benefit both the employer and the employee. One of these solutions is our Dollar Bank program.

The Dollar Bank program is a flexible accounting system that enables your company to pay and account for its health plan premiums on an hourly basis. Contractors performing any amount of Davis Bacon or State Prevailing Wage work can benefit from the simplification of their health plan administration, a ready-made audit trail and compliance support.

Contractors can also benefit from the Dollar Bank program without performing Davis Bacon or Prevailing Wage work. Dollar Bank can help when dealing with any work stoppages by banking hours and using them to continue health coverage while out of work.

Benefits for Employers: Eliminates potential for overpayment since health plan premiums are paid only for those hours worked. Accounting solution by enabling health plan premiums to be paid for on an hourly basis.

Benefits for Employees: Ability to use a "bank" of extra hours worked to continue coverage during any type of work stoppages, preventing employees and their families from experiencing a lapse in coverage.

To find out more about how these plans would work for your company, simply fill in the information below and fax back this letter to us at (202) 836-9570.

Contact phone number: _____
Contact email address: _____
Company name and contact: _____
Current Health Plan Carrier: _____
Health Plan Renewal Date: _____
Number of Employees: _____ **BP**

Notice: This tax is being sent to you by Associated Builders and Contractors, Inc. If you do not wish to receive commercial taxes from ABC in the future, you may opt out by contacting us by phone at (800) 621 2993, fax at (888) 211 0375 or email at notax@abc.org.



CITY OF MARSHALL BOARDS & COMMISSIONS APPLICATION

Your interest and willingness to serve the City of Marshall is appreciated. The purpose of this application is to provide the Mayor and Council with basic reference data and information pertaining to residents being considered for appointment to a City board or commission. The information supplied on this form will be available for the Mayor and Council and may be used for their deliberation concerning such appointments.

Date June 27, 2022

Applicant Name JULIE KOLEDO

Address 110 SOUTH GORDON ST, MARSHALL MI 49068

Home Phone 269-967-6564 Work Phone XXX

E-Mail Address JKOLEDO@YAHOO.COM

How long have you lived in the City of Marshall? 20+ YEARS

Education BA – ACCOUNTING. MS - BUSINESS

Community Experience and Affiliations: _____

BAND BOOSTERS (RETIRED),

Please specify the Board/Committee sought: Marshall Farmer's Market Advisory Board

Why would you like to serve in this capacity? Include experience or expertise relevant to board or committee for which you are applying.

I'VE BEEN AN ADVOCATE OF "LOCALLY GROWN", CSAs AND "BUY LOCAL".
I'VE BEEN A REGULAR CUSTOMER AT THE MARSHALL FARMERS' MARKET,
SUMMER AND WINTER, FOR AS LONG AS I CAN REMEMBER.
I SHOP OTHER FARMERS' MARKETS WHEN I AM OUT OF TOWN.

Can you commit to attend all meeting: Yes