

CITY COUNCIL AGENDA

Regular Meeting

October 16, 2023 at 7:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION**
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing City 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 three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.
- 7) **CONSENT AGENDA**
 - A. **City Council Minutes**
Regular Session - October 2, 2023
 - B. **City Bills**

Purchases- 9/29/2023	\$853,868.81
Purchases- 10/6/2023	\$121,443.87
Purchases- 10/10/2023	\$4,700.00
Total	\$980,012.68
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
 - A. **COMCAST MICHIGAN UNIFORM VIDEO SERVICE FRANCHISE**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION** Persons addressing City 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 three (3) minutes per public hearing.
 - A. **CREATION OF INDUSTRIAL DEVELOPMENT DISTRICT FOR FORD BOBP**
- 11) **OLD BUSINESS**
 - A. **ORDINANCE 2023-11 HUGHES STREET REZONING**
- 12) **REPORTS AND RECOMMENDATIONS**
 - A. **COUNTY EARLY VOTING AGREEMENT**
 - B. **BROOKS FIELD ENGINEERING CONTRACT**
 - C. **INTER-FUND LOAN FOR ACTIVATION ZONE**
- 13) **APPOINTMENTS / ELECTIONS**

MAYOR: Jim Schwartz CITY MANAGER: Derek N. Perry

Joe Caron, Theresa Chaney-Huggett, Jacob Gates,
Ryan Traver, Ryan Underhill, Scott Wolfersberger
, 323 W Michigan Ave, Marshall, Michigan 49068

- A. BROOKS NATURE AREA ADVISORY BOARD APPOINTMENT**
- B. SISTER CITY BOARD APPOINTMENTS**
- C. AIRPORT BOARD APPOINTMENTS**
- D. DDA/LDFA APPOINTMENT**
- E. SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY APPOINTMENTS**
- F. NORTHEAST NEIGHBORHOOD IMPROVEMENT AUTHORITY APPOINTMENTS**

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City 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 two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

CITY COUNCIL MINUTES

October 2, 2023

Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, October 2, 2023 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor James Schwartz, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Scott Wolfersberger

Also Present: Manager Perry, Attorney Revore, and Clerk Eubank

Absent: Joe Caron and Ryan Underhill

Moved by Traver, supported by Wolfersberger to excuse members Caron and Underhill . On a voice vote: **Motion carried.**

3) INVOCATION

NONE

4) PLEDGE OF ALLEGIANCE

Mayor Schwartz led the Pledge of Allegiance.

5) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by City Council action.

Perry suggested that the agenda should be amended to remove Item 10A and renote the public hearing for the next City Council meeting on October 16. Additionally, he suggested adding item 16- closed session, Pursuant to section 8(e) of the Open Meetings Act, to consult with its City Attorney regarding trial or settlement strategy in connection with specific pending litigation: *Committee for Marshall - Not the Megasite v City of Marshall and Michelle Eubank*, Case No. 23-1712 CZ.

Moved by Gates, supported by Wolfersberger to approve the agenda as amended. On a voice vote: **Motion carried.**

6) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing City 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 three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.

Barry Wayne Adams of 622 W Green St stated his objection to additional land coming in by 425 as a replacement for eminent domain and stated that the megasite project is a violation of the constitution.

Wayne Wright of Marshall Twp. stated that he thought it was interesting that the City of Marshall was using Detroit as a defense in the case against the Committee for Marshall- Not the Megasite, when the Detroit government is and was corrupt.

Leigh Rothwell of Marshall Twp questioned if the traffic study had come in for the Hughes St rezoning and objected to it being rezoned without the study, as it is already a dangerous area.

Kelly Isaac of the City of Marshall stated that the meetings need to be recorded and that phone calls need to be returned.

Gretchen Esser of N Eagle St stated that there is no excuse for meetings not being recorded, that she doesn't trust the council as they don't speak for the town, and that the dark money information is coming out and those involved should feel shame.

Justin Kazmar of Marengo Twp stated that meetings not being recorded is disrespectful, that people warned that Ford would back out, that council is just puppets of MAEDA and they should all resign.

7) CONSENT AGENDA

Moved by Jacob Gates, supported by Scott Wolfersberger to approve the consent agenda as presented. On a roll call vote:

Ayes: Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Scott Wolfersberger, James Schwartz

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes

Regular Session - September 18, 2023

B. City Bills

Purchases- 9/15/2023	\$1,449,757.23
Purchases- 9/22/2023	\$4,484,581.82
Purchases- 9/27/2023	\$84,958.93
Purchases-10/3/2023	\$194,338.60
Total	\$6,213,636.58

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION Persons addressing City 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 three (3) minutes per public hearing.

A. ~~CREATION OF INDUSTRIAL DEVELOPMENT DISTRICT FOR FORD BOBP~~

This item was removed from the agenda in Item 5.

11) OLD BUSINESS

A. RZ#23.02 and 23.04 HUGHES STREET REZONING

Council asked if the traffic study was in and Perry responded that it was still pending, but it is known that the current signal is inadequate.

Moved by Scott Wolfersberger, supported by Ryan Traver to table the discussion on item 10A until the October 16 meeting. On a roll call vote:

Ayes: Jacob Gates, Ryan Traver, Scott Wolfersberger, James Schwartz, Theresa Chaney-Huggett

Nays: None

Abstain: None

Motion carried.

12) REPORTS AND RECOMMENDATIONS

A. EL TAJIN MLCC SOCIAL DISTRICT PERMIT REQUEST

Council questioned if there had been any negative impacts to the social district in general and Perry stated that there have been no negative impacts that point to the social district being a problem.

Moved by Ryan Traver, supported by Theresa Chaney-Huggett to approve the Local Governmental Unit Approval For Social District Permit pursuant to MCL 436.1551 for El Tajin located at 104 West Michigan Ave. On a voice vote: **Motion carried.**

B. CONSUMERS ENERGY FOUNDATION GRANT REQUEST FOR EATON PARK

Moved by Theresa Chaney-Huggett, supported by Ryan Traver to approve submission of the grant request to the Consumers Energy Foundation in an amount up to \$50,000 to be used for the development of Eaton Park. On a voice vote: **Motion carried.**

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City 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 two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

Ian Campbell stated that he believed his appointment to the Brooks Nature Area Board was to be on the agenda for the evening. Perry stated that it will be on the next agenda.

Jennifer Diepenhorst of Hughes St stated that she doesn't want half a project, that people can't save to move up if they are paying rent, that accidents are already happening on Hughes St and thanked the electric team for a quick response on cutting down a tree that was damaged from a recent accident.

Gretchen Esser of N Eagle St reiterated the need for meetings to be recorded.

Wayne Wright stated his opposition to the next meeting being at the same time as the township meeting and questioned the staff report on the rezoning.

Leigh Rothwell of Marshall Twp stated the need for the traffic study on Hughes St, that the future land use map shows low density residential in that area, the need for recording

and that if Blue Oval only needs 700 acres, the rest should be open space.

Barry Wayne Adams of 622 W Green St stated that council doesn't have the authority to restrict free speech, encouraged people to come out to the anti-megasite protest on Saturday from 12-2 with people from across the state, and stated that the Committee for Marshall-Not the Megasite is making headway.

Julie Bryant of Squaw Creek stated that she couldn't be happier that the project is on hold, that people should strive for more for their children than working at a battery factory, and that people who can't get jobs elsewhere will be working at Blue Oval and living at Starr Commonwealth.

Rick Sadler of Squaw Creek stated that constitutional processes are being destroyed and that non-elected officials are running the show.

Conni Wireman of Marshall Twp stated the need for recording and that the current industrial park should be pushed for development.

15) COUNCIL AND MANAGER COMMUNICATIONS

Perry stated that there are upgrades in progress for AV equipment in the council chambers and that he hopes they will be completed by the end of October.

Schwartz stated that there is progress being made on moving new industry into the Brooks Industrial Park.

16) CLOSED SESSION Pursuant to section 8(e) of the Open Meetings Act, to consult with its City Attorney regarding trial or settlement strategy in connection with specific pending litigation: Committee for Marshall - Not the Megasite v City of Marshall and Michelle Eubank, Case No. 23-1712 CZ.

Moved Scott Wolfersberger, supported Ryan Traver that the City Council meet in closed session under section 8(e) of the Open Meetings Act, to consult with our City Attorney regarding trial or settlement strategy in connection with Committee for Marshall - Not the Megasite v City of Marshall and Michelle Eubank, Case No. 23-1712 CZ. On a roll call vote:

Ayes: Ryan Traver, Scott Wolfersberger, James Schwartz, Theresa Chaney-Huggett, Jacob Gates

Nays: None

Abstain: None

Motion carried.

17) ADJOURNMENT

Council returned from closed session at 8:24 p.m.

The meeting was adjourned at 8:24 p.m.

Respectfully submitted by,

Michelle Eubank
City Clerk

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 09/29/2023 - 09/29/2023
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
93254	ALL-TRONICS, INC.	MRLEC FAX LINE UPDATES		444.50
09222023	AMBLER, AARON	REIMBURSEMENT FOR PARKING AT WATER INFRA		32.00
09/29/2023	ARDREY, HANNA	UB refund for account: 401880007		98.44
09172023	AT&T	ACCT NO. 145970911 MRLEC INTERNET SEPT 2		105.69
13659	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE 8/16/23		97.53
498-23	CALHOUN COUNTY TREASUR	MTT TV CHG 2022		8,496.68
09292023	FARMERS CITY OF MARSHALL	REPLENISH FARMER'S MARKET PETTY CASH		500.00
68594559	COMFORT INN (CADILLAC)	HOTEL FOR ERB 7/16/23 - 7/21/23		472.50
68037285	COMFORT INN (CADILLAC)	HOTEL FOR PEHRSON 6/4/23 - 6/9/23		472.50
67752380	COMFORT INN (CADILLAC)	HOTEL FOR HENRY 5/14/23 - 5/19/23		472.50
177458	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES (MRLE		560.80
619755	DARLING ACE HARDWARE	LP GAS (FORK TRUCK)		68.05
621003	DARLING ACE HARDWARE	TIE DOWN STRAP 4PK		39.99
620816	DARLING ACE HARDWARE	ADAPTER 50AMP		36.99
620344	DARLING ACE HARDWARE	TAPE MEASURER		32.99
621033	DARLING ACE HARDWARE	SILCOCK BRASS, ROLLERS		27.57
619766	DARLING ACE HARDWARE	3" BLACK ADHESIVE SET, BLANK WHITE SIGN		87.92
619434	DARLING ACE HARDWARE	PLASTIC 5GAL BUCKET		13.18
619742	DARLING ACE HARDWARE	SCREWDRIVER		5.18
619977	DARLING ACE HARDWARE	EXTENSION CORDS, TUBE ALUMINUM		177.96
621373	DARLING ACE HARDWARE	BATTERIES D 8 PK		17.99
620251	DARLING ACE HARDWARE	65FT TRIMMER LINE, 3PK PREWOUND SPOOL, T		55.29
621338	DARLING ACE HARDWARE	S-TRAP, PVC DRAIN CONNECTOR, SILICONE		27.57
622143	DARLING ACE HARDWARE	TORX BIT SOCKET SET		54.99
622752	DARLING ACE HARDWARE	CABLE PULLER, NUTS, BOLTS		89.99
621700	DARLING ACE HARDWARE	5GAL DIESEL GAS CAN		39.99
621584	DARLING ACE HARDWARE	BACKPACK SPRAYER 4GAL		119.99
621347	DARLING ACE HARDWARE	PLATINUM BAR/CHAIN OIL 1GAL		20.99
620950	DARLING ACE HARDWARE	HEX BUSH, TOPOFF POWER SUPPLY 175W		107.97
620588	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		23.81
620333	DARLING ACE HARDWARE	HEX BUSH, DUCT TAPE, NUTS, BOLTS		21.58
620312	DARLING ACE HARDWARE	BEDDING FORK		41.99
620295	DARLING ACE HARDWARE	RUST STOP 1 GAL, FOAM ROLLERS, TRIM BRUS		82.35
619776	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		9.56
619756	DARLING ACE HARDWARE	TIE DOWN STRAP 4PK		39.99
619355	DARLING ACE HARDWARE	MOTOMIX FUEL, CARBURETOR, LABOR		104.98
619173	DARLING ACE HARDWARE	RAKES		39.98
619165	DARLING ACE HARDWARE	BATTERIES C 4PK		12.99
619087	DARLING ACE HARDWARE	CHAIN SAW OIL, HP ULTRA 2.5GAL		42.98
2365759, 2376850	GRIFFIN PEST SOLUTIONS	PEST SERVICE AT PSB 6/23/23 & 7/26/23		102.00
2383029	GRIFFIN PEST SOLUTIONS	PEST SERVICE AT FIRE STATION 7/26/23		42.00
09/29/2023	HANNA ARDREY	UB refund for account: 2868		66.07
09222023	IIMC	2024 INTERNATIONAL INSTITUTE OF MUNICIPA		185.00
09/29/2023	IVANY, ALAN	UB refund for account: 2705780017		21.08
31825	J AND K PLUMBING SUPPL	GENERAL WIRE 1/4" X 25' DRUM AUGER, COUP		52.12
202322.00 - 223089	LAWSON-FISHER ASSOCIAT	STREAM BANK EROSION MONITORING & REPORTI	2023.250	2,585.00
09/29/2023	LE PETIT BUNGALOW LLC	UB refund for account: 1601340005		15.97
09082023CAR	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - CHRISTY A RAMEY 3101		1,011.28
09082023COM	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - CITY OF MARSHALL 3431		546.68
09082023EZ	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - ERIC ZUZGA 3119		125.00
09082023JL	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - JOSHUA LANKERD 3280		2,327.53
09082023JRM	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - JUSTIN R MILLER 9156		94.76
09082023KM	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - KEVIN MAYNARD 9501		38.01
09082023MD	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - MARGUERITE DAVENPORT		495.67
09082023ME	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - MARTIN ERSKINE 9519		734.45
09082023MF	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - MARSHALL FIBERNET 329		526.19
09/29/2023	MERSHON, MARILYN	UB refund for account: 236900		23.32
R105018527:01	MIDWEST TRANSIT EQUIPM	DART BUS #6 REPAIR		294.15
120962	O'LEARY WATER CONDITIO	FIRE DEPT - BOTTLED WATER JULY/AUG 2023		60.50
09/29/2023	PATTERSON, JACOB	UB refund for account: 2706420004		76.72
23-5524	PLANTWISE, LLC	INVASIVES CONTROL AT BROOKS NATURE AREA		3,000.00
2024.097-PAY APP #:	QUALITY EXCAVATORS, IN	GREEN STREET RECONSTRUCTION PROJECT - PA 2024.097		270,173.11
2024.098-PAY APP #:	QUALITY EXCAVATORS, IN	2023 STREET IMPROVEMENTS - ROAD MILLAGE 2024.098		358,868.12
2023.223-PAY APP #:	QUALITY EXCAVATORS, IN	INDUSTRIAL ROAD AND S KALAMAZOO WATERMAI	2023.223	192,702.20
09282023	RITSEMA, ROBERT	REIMBURSEMENT FOR MEALS AT ACCREDITATION		21.92
89372	THE KALBLUE GROUP, INC	TREE TAGS FOR BROOKS NATURE AREA		453.01
182	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 9/18/23 - 9/24/22	2024.007	4,224.00
09242023	WOW! BUSINESS	ACCT NO. 013934621 DPW SEPTEMBER 2023		46.70
4829157	XEROX FINANCIAL SERVIC	CUST NO. 69580 XEROX LEASE SEPTEMBER 202		1,758.30
GRAND TOTAL:				853,868.81

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 10/06/2023 - 10/06/2023
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
09282023	AMBROSE, KRIS	TRAVEL REIMBURSEMENT TO CONFERENCE 9/26/		41.38
10/06/2023	ANDERSON, PAULA	UB refund for account: 700310041		114.81
10032023	BURGHODORF, CODY	BOOT ALLOWANCE - BURGHODORF, CODY		207.20
10042023	CALHOUN COUNTY TREASUR	2023 SUMMER DIST AD VALOREM #4 9/16/23 -		39,009.52
10042023	CALHOUN INTERMEDIATE S	2023 SUMMER DIST AD VALOREM #4 9/16/23 -		10,567.24
2 - CAHILL	CARTER CONSULTING, LLC	CAHILL PAYMENT REQUEST - ADMIN #2		768.75
577798	CRYSTAL FLASH MARSHALL	ACCT NO. 149759-1 REC GAS 9/15/23		815.88
177618	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 GLOVES & TISSUES (MRLEC)		273.00
177619	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 TRASH BAGS (MRLEC)		347.50
622795	DARLING ACE HARDWARE	MOUSE TRAPS		11.98
623004	DARLING ACE HARDWARE	CLOROX OUTDOOR 81OZ		9.59
623217	DARLING ACE HARDWARE	MOTO MIX 1 GAL, CHAIN SAW OIL, AIR FILTE		94.45
623552	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		6.48
623757	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		9.38
624025	DARLING ACE HARDWARE	FAUCETS, ROLLER COVERS, ROLLERS, BLEACH,		289.09
624123	DARLING ACE HARDWARE	RAKE		26.99
624122	DARLING ACE HARDWARE	TAPE MEASURERS		27.98
624087	DARLING ACE HARDWARE	MURIATIC ACID, CHLORINE TABLETS		129.96
624233	DARLING ACE HARDWARE	ALL-IN-1 SEED, ORTHO MIX, REDUCER SOCKET		98.96
624267	DARLING ACE HARDWARE	SCREWDRIVER, SEARCH LIGHT, LITHIUM BATTE		280.95
624383	DARLING ACE HARDWARE	BLUE MARKING PAINT		9.99
624403	DARLING ACE HARDWARE	GLASS SCREEN REPAIR		84.00
624385	DARLING ACE HARDWARE	WASHERS, NUTS, HEX CAP		87.76
624414	DARLING ACE HARDWARE	TMSTR HEX HEAD, HEX CONS LAG TAN (SCREWS		168.95
10032023	DEKRYGER, TROY	BOOT ALLOWANCE - DEKRYGER, TROY		158.99
10062023	ERB, JASON	TRAVEL REIMBURSEMENT LINEMAN SCHOOL 9/17		279.38
09062023	EVERGREEN RV COLLISION	REPAIRS TO DIAL-A-RIDE BUS #4		1,775.00
23-09083	GARAGE DOORS UNLIMITED	SERVICE CALL AT PSB #2 WEST 9/13/23		689.40
10/06/2023	GOBLE, WILLIAM	UB refund for account: 3004480009		46.15
2395257, 2407536	GRIFFIN PEST SOLUTIONS	PEST SERVICE AT FIRE STATION 8/31/23 & 9		84.00
10032023	HALL, TRACY	TRAVEL REIMBURSEMENT TO POOL CONFERENCE		378.85
4143878	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS/AC		21.85
10/06/2023	JACKSON, RILEY	UB refund for account: 1900940047		22.78
10042023	KELLOGG COMMUNITY COLL	2023 SUMMER DIST AD VALOREM #4 9/16/23 -		6,194.26
10/06/2023	KEMPS CORNER GAS & C-S	UB refund for account: 3205500030		28.27
10/06/2023	LAFFERTY, MARLENE	UB refund for account: 2901130008		119.70
10/06/2023	LE PETIT BUNGALOW LLC	UB refund for account: 559		63.13
44103	MANER COSTERISAN	FY2023 FINANCIAL STATEMENT AND SINGLE AU2024.025		11,000.00
10062023	MARANA GROUP	ACCT NO. M323 PREPAYMENT FOR DAILY MAIL		500.00
47767	MARSHALL CUSTOM EMBROI	SHIRTS & LOGO EMBROIDERY FOR DPW		1,880.00
10042023	MARSHALL DISTRICT LIBR	2023 SUMMER DIST AD VALOREM #4 9/16/23 -		5,660.38
1472	MARSHALL EXCHANGE CLUB	MONTHLY DUES JULY & AUGUST 2023 - LANKER		90.00
1488	MARSHALL EXCHANGE CLUB	MONTHLY DUES BALANCE FOR 2023 - LANKERD,		208.33
10042023	MARSHALL PUBLIC SCHOOL	2023 SUMMER DIST AD VALOREM #4 9/16/23 -		23,696.53
14375343	MCMMASTER-CARR	ACCT NO. 188371900 STEEL PIPE & CONDUIT,		197.56
65500	MCNALLY ELEVATOR COMPA	MARSHALL HOUSE ELEVATOR REPAIR 8/8/23		820.00
23-96650-1	MILLENNIUM	HANDHOLDS		2,356.26
77635237	MSC INDUSTRIAL SUPPLY	(CUST NO. 02356117 LENS & EYEWEAR CLEANIN		36.19
77292007	MSC INDUSTRIAL SUPPLY	(CUST NO. 02356117 GREEN MARKING PAINT (S		307.44
10022023-A	MUSSER, TIM	TRAVEL REIMBURSEMENT FOR FUEL AT CONFERE		47.69
10022023-B	MUSSER, TIM	TRAVEL REIMBURSEMENT FOR FOOD AT CONFERE		92.27
10022023-C	MUSSER, TIM	TRAVEL REIMBURSEMENT FOR HOTEL AT CONFER		12.00
857898	NYE UNIFORM COMPANY	MARSHALL PD - NEW PATCHES		375.00
09262023	POWERPLAN	ACCT NO. 88002-30904 GARAGE SUPPLIES FRO		2,664.76
10/06/2023	SAH-YEHIA, ABDULLA	UB refund for account: 3003340032		57.52
36578	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE - 2023.243		2,055.00
10/06/2023	STELLAR HOSPITALITY MA	UB refund for account: 2807840003		1,336.08
183-A	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 9/25/23 - 10/1/2 2024.007		4,257.00
183-B	TOP TO BOTTOM TREE SER	REMOVAL OF TREE AT 525 SIBLEY LANE		396.00
10/06/2023	TRACY NOFS	UB refund for account: 3468		54.31
GRAND TOTAL:				121,443.87

10/10/2023 10:56 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 10/10/2023 - 10/10/2023
JOURNALIZED
PAID

Page: 1/1

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
10132023	V & V ASSESSING LLC	ASSESSING SERVICES OCTOBER 2023	2024.104	4,700.00
GRAND TOTAL:				4,700.00

ITEM: 9.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: October 16, 2023
SUBJECT: **COMCAST MICHIGAN UNIFORM VIDEO SERVICE FRANCHISE**

We received notice from Comcast that they are terminating their Uniform Video Service Local Franchise Agreement with the City as they have no cable plant and therefore no cable TV subscribers.

BUDGET IMPACT:

There is no budget impact. The City does not receive any franchise or other fee revenue associated with Comcast.

RECOMMENDATION:

Receive communication from Comcast.



Sent Via UPS

September 28, 2023

Ms. Michelle Eubank, City Clerk
City of Marshall
323 W Michigan Avenue
Marshall, MI 49068

Re: Michigan Uniform Video Service Local Franchise Agreement Attachment 2

Dear Ms. Eubank:

In preparation to renew the Uniform Video Service Local Franchise between Comcast of California/Connecticut/Michigan (Comcast) and the City of Marshall (City), it was brought to my attention that we have no cable plant in the City and therefore, no cable TV subscribers.

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, enclosed please find an Attachment 2 terminating the franchise between Comcast and the City of Marshall.

If later it is determined that there are opportunities for our services in the City, we will reach out to establish the proper authorization at that time.

If you have any questions, please contact me directly at 517-930-6771 or Matt Kelley, Director of Government Affairs, at 317-771-2104.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Miller", written over a horizontal line.

Benjamin Miller
Director, Government & Regulatory Affairs
Comcast, Heartland Region
1401 E. Miller Rd.
Lansing, MI 48911

Enclosure

ATTACHMENT 2

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant to 2006 Public Act 480) (Form must be typed)

Affected Franchise Agreement(s): City of Marshall and Comcast of California/Connecticut/Michigan

Date: September 27, 2023

Type of Change (Check one): ☐ Amended ☒ Termination ☐ Transfer

Current information on record:

Applicant's Name: Comcast of California/Connecticut/Michigan		
Address 1: 41112 Concept Dr.		
Address 2:		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 84-1140461		

For Amended Agreement(s):

Agreement that is being Amended: City of Marshall and Comcast of California/Connecticut/Michigan

Types of Amendments:

~~A. Change in Legal Name or assume business name, etc. (Approval from Secretary of State must be attached.)~~

1. Existing Name:
2. New Name:

~~B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:~~

1. New Principal/business office address:	
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:
2. New Name and Title of person authorized to receive notice:	
Name:	Title:
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:

~~C. Increase/Decrease in the Territory:~~

~~1. Reason for the change:~~

~~2. Description of change:~~

~~3. List the new unit(s) and unincorporated area(s) to be served under this change:~~

~~D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):~~

For Termination:

Effective date of Termination: October 1, 2023

Agreement associated with the Termination: 2016 Uniform Video Services Local Franchise Agreement between City of Marshall and Comcast of California/Connecticut/Michigan

Identify the number of customers covered by the Agreement being terminated: Zero

Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification): Attachment 2 & Cover letter

For Transfer of Agreement(s):

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

Name of Current Franchise Holder:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone:

Fax:

Federal I.D. No. (FEIN):

ATTACHMENT 2

Name of New Franchise Holder or controlling parent company as applicable: _____	
Contact Name: _____	
Address 1: _____	
Address 2: _____	
City, State, Zip: _____	
Email: _____	
Phone: _____	Fax: _____
Federal I.D. No. (FEIN): _____	
Email: _____	

Company executive officers:

Name(s): _____
Title(s): _____
Person(s) authorized to represent the company before the Franchising Entity and the Commission: _____

~~Describe the video service area footprint as set forth in Section 2(3)(e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)~~

~~[Option A, for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]~~

~~[Option B, for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]~~

[Option C, for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right of way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]]

Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):

Effective date of Transfer:

(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)

Agreement associated with the Transfer:

For All Applications:

**Verification
(Provider)**

I, Craig D'Agostini, of lawful age, and being first duly sworn, now state: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Craig D'Agostini, Vice President, Government and Regulatory Affairs

Signature:

Craig D'Agostini

Date: September 27, 2023

(Franchising Entity)

City of Marshall, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT2

ITEM: 10.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
William Dopp, Finance Director/ City Treasurer
DATE: October 16, 2023
SUBJECT: **CREATION OF INDUSTRIAL DEVELOPMENT DISTRICT FOR FORD BOBP**

Public Act 198 of 1974 was enacted by the State of Michigan as an incentive program to stimulate economic growth. This incentive program involves removing real property from the regular assessment roll and instead levying a specific tax called an “industrial facilities tax” upon the owner or lessee of approved industrial property. The holder of an Industrial Facilities Tax Exemption Certificate (IFEC) will pay a specific tax with a millage rate that is approximately half of the rate that is applied to the regular assessment roll, although the State Treasurer also has the ability to exempt all of the millage levied under the State Education Tax Act. To qualify for an IFEC, an applicant must have a business that qualifies as a manufacturing operation and a new or existing industrial facility that is defined within the Act as industrial property. Since 1977, the City of Marshall has approved 135 IFT's. The most recent active certificates are from 2015, and were issued to Stelmi America, Inc. and Progressive Dynamics, Inc.

As part of the Ford/BlueOval Incentive package, the City of Marshall committed to approving a real property tax abatement. The first step in approving a tax abatement is the creation of an Industrial Development District. To create the district, City Council needs to pass the attached Resolution (2023-27) following the public hearing. Upon creation of the district, the property owner(s) would then be able to submit an abatement request for City Council consideration under State law and our Industrial Facilities Tax Abatement Program Guidelines Policy.

BUDGET IMPACT:

None anticipated with the creation of a district.

RECOMMENDATION:

Approve Resolution 2023-27 which would create an Industrial Development District for the Ford BlueOval Battery Park site.

RESOLUTION 2023-27
RESOLUTION TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT

Minutes of a regular meeting of the City Council of City of Marshall, held on October 16, 2023, at Marshall City Hall, 323 West Michigan Avenue, Marshall, MI at 7:00 PM.

PRESENT:

ABSENT:

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

Resolution Establishing an Industrial Development District for Ford BlueOval Battery Park

WHEREAS, pursuant to PA 198 of 1974, as amended, this Council has the authority to establish "Industrial Development Districts" within City of Marshall; and

WHEREAS, the City of Marshall on its own initiative seeks to establish an Industrial Development District on property located within the Marshall city boundaries;

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

WHEREAS, on October 16, 2023, a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of 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 Industrial Development District as proposed; and

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

LEGAL DESCRIPTION OF LAND

LOCATED IN SECTIONS 20, 28, & 29, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN
COUNTY, MICHIGAN

BEGINNING at the W 1 / 4 corner of Section 29, T2S, R6W, Marshall Township, Calhoun County, Michigan,

thence S 89°58' 17" E 33.00 feet along the E-W 1/ 4 line of said Section 29 to the East right-of-way line of 13 Mile Road;
thence N 00°22'04" E 2157.32 feet along said East right-of-way; thence S 89°55' 40" E 3122.60 feet; thence N 00°25'58" E 695.21 feet; thence S 68°23'07" E 3245.71 feet; thence S 68°35'27" E 2960.81 feet; thence S 01°39'06" W 699.69 feet; thence N 88°20'54" W 954.00 feet along the E-W 1/ 4 line of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan & the centerline of C Drive North (66.00 feet wide) to the Center of said Section 28; thence S 00°08'50" E 194 7.49 feet along the N-S 1/ 4 line of said Section 28; thence N 71°18'28" W 397.60 feet; thence N 90°00'00" W 6312.27 feet; thence N 76°09' 31" W 1337.71 feet; thence N 00°16'51" E 1599.81 feet along the West line of said Section 29 to the POINT OF BEGINNING.

Being a part Sections 20, 28 & 29, T2S, R6W, Marshall Township, Calhoun County, Michigan and containing 731.40 acres of land, more or less. Being subject to the rights of the public over that portion of land as occupied by C Drive North (66.00 feet wide). Being subject to easements and restrictions of record, if any.

Is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as BlueOval Battery Park Industrial Development 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 October 16, 2023.

Michelle Eubank
Clerk

ITEM: 11.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: October 16, 2023
SUBJECT: **ORDINANCE 2023-11 HUGHES STREET REZONING**

Summary

Subsequent to approval of a 425 Conditional Land Transfer by the Marshall Township Board and Marshall City Council, GCC 550 Hughes, LLC, owner of four parcels on West Hughes Street (Parcels 16-260-006-00, 16-350-006-00, 16-260-003-00, 53-002-562-00), submitted a Rezoning Application for said parcels to Multiple Family Residential (MFRD) Zoning District, pursuant to M.C.L. 125.3401.

If the rezoning request is approved, the applicant would then file a site plan application and building/trades permits to construct new facilities, parking lots, driveways, and associated on-site utility improvements; site development review and determinations would be addressed through their own processes at a later date. The Site Plan would be reviewed and approved by the Joint Planning Commission and Planning Commission at future meetingw.

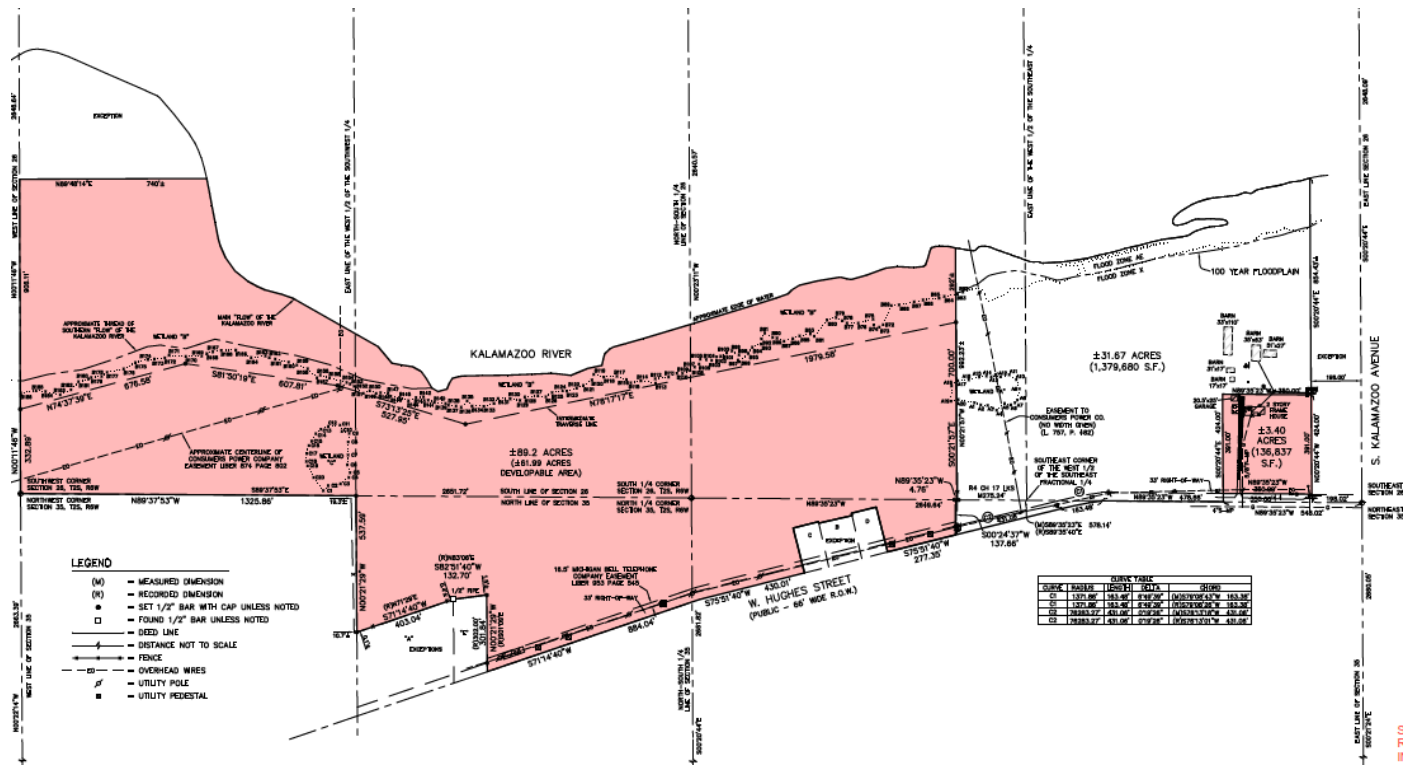
Background

These parcels were recently transferred to the City of Marshall ("City") under PA 425 Conditional Land Transfer from Marshall Township ("Township"). The owners have requested rezoning of the parcel to MultiFamily Residential as that district provides the ability to provide the various types of housing that they intend to build on the site. Rezoning of these parcels would add to the parcel rezoned MFRD by the Joint Planning Commission in 2022, approx. 32 acres (former Kelly Farm), and allow for a unified development on the parcels.

The City Planning Commission and Joint Planning Commission reviewed these requests at their September meetings. Both entities recommended approval of the rezoning to MFRD. City Council has the responsibility to review these recommendations and provide the final approval.

Property/Neighborhood Description

The subject site is located on the north side of West Hughes Street/ A Drive North, just west of South Kalamazoo Avenue. The parcels subject to this rezoning application are identified on the map below:



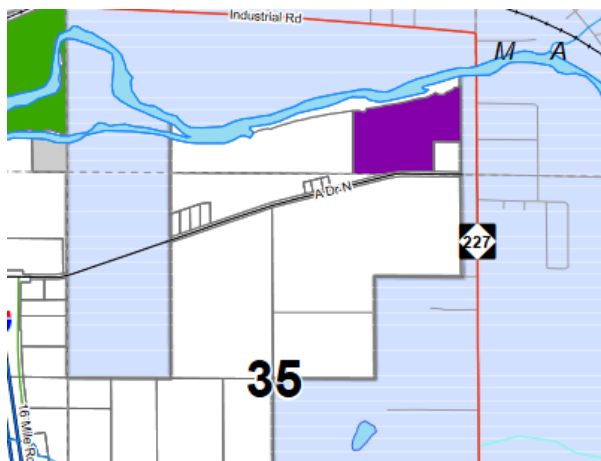
The parcels proposed for rezoning are comprised of slightly rolling farmland, with two ponds on site, and contain one (1) house. The site abuts another parcel of land, owned by the petitioner, which will be included in a future site plan. The Kalamazoo River comprises the north boundary of the parcels. The south side of the parcels are bordered by Hughes Street and several single family homes.

Development in the surrounding area could be characterized as semi-rural, with a majority of the parcels housing single family residences or a large parcel owned by Consumers Energy.

Neighborhood Zoning

The respective Zoning Maps (below), show that the site considered for rezoning has been zoned agricultural (AR) in the Township and R-1 in the City. The parcels to the west in the City are zoned Residential Estate District (R-1). The parcels to the south are zoned Agricultural and are single family homes and the Consumers Energy Training Center. The north side of the river is zoned Industrial (I-2). The parcels east of the site are zoned Suburban Residential (R-2).

February 22, 2018, Township Zoning Map- section covering parcel proposed for rezoning.



Zoning

 OC - Open Space Waterbody	 MF - Multiple Family Residence
 AB - Agricultural Business	 CS Community Service Commercial
 AR - Agricultural	 HS - Highway Service Commercial
 RA - Low Density Residential	 LI - Light Industrial
 RB - Medium Density Residential	 IP - Industrial Park
 MHP - Manufactured Home Park	 P.A. 425 Agreement
	 Additional Setback Corridor

Marshall Township's most recently adopted zoning map reflects these parcels as Agricultural.

Marshall Township Master Plan

As required by the Michigan Planning Enabling Act, Marshall Township has adopted and maintained a Master Plan to govern land use decisions in the Township. The current Master Plan was adopted on November 21, 2022. The Master Plan contains goals around land use, economic development, public utilities/facilities, housing, and natural resources. The proposed rezoning addresses the following goals in the current Master Plan:

Chapter 3 Goal (Housing & Neighborhoods)- The majority of land in Marshall Township shall develop at low rural residential densities, while areas of increased single-family development will be supported in established areas. High-density attached housing, apartments, and senior living will be focused on areas that can be served by infrastructure and services. One of the items cited in this goal is variety and contains the following: "...reasonable and incremental housing density expansion must be considered to support the significant economic development efforts addressed in Chapter Four. Additionally, a variety of housing types in 425 Agreement areas is recommended to accommodate the anticipated regional workforce expansion."

Objectives under this goal that support the rezoning are as follows:

1. Maintain rural densities in the Township and promote higher densities in 425 Agreement areas and areas closer to City services.
2. Plan for a variety of housing types accommodating a range of preferences and incomes, primarily in areas within the Urban Growth Boundary

Chapter 5 (Public Services, etc.) Goal- The Township shall strive to maintain excellent public facilities, services, and infrastructure to serve the needs of its residents and business. As part of this goal, the township has adopted the following principles: Plan for new connecting roadways through planned industrial areas; and cooperatively plan areas for 425 Agreements with the City of Marshall and coordinate development areas with the Future Land Use Plan.

The Section on 425 Agreements states the following: "...Properties within Marshall Township are primarily served by on-site wells and septic systems. However, as discussed in Chapter One, 425 Agreements allow for the expansion of the City of Marshall water and sewer services into Marshall Township, and the City takes control of regulation and public services. This plan prioritizes 425 Agreements for areas within reach of City water and sewer services to accommodate denser residential development and more intensive commercial and industrial development."

Objectives under this goal that support the rezoning are as follows:

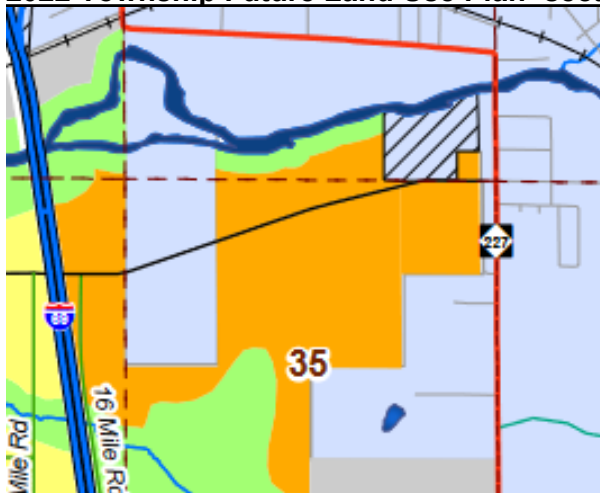
3. Cooperatively plan areas for 425 Agreements with the City of Marshall and coordinate development areas with the Future Land Use Plan.
4. Major new developments, along with areas with failing septic systems or that are close to watercourses or groundwater recharge areas, will be prioritized for collaboration with the City of Marshall for services.

Chapter 6 Goal (Land Use)- Future land use within the Township shall be developed in a manner that is sensitive to agricultural areas, existing neighborhoods, and natural resources, and the Future Land Use Plan will direct higher-density and intensity uses to areas planned for utility and infrastructure expansion or established urban areas.

Within this section, the township references an Urban Growth Boundary where more intensive, dense growth will be targeted. This is described in the following section (page 27) from the chapter: "Inside the boundary, commercial and industrial developments and higher residential densities are considered to be more appropriate and feasible in these areas from an environmental, development, and utility feasibility perspective."

A major part of the Master Plan is the adoption of a Future Land Use map. The section of the current Future Land Use Plan that covers the proposed rezoning is as follows:

2022 Township Future Land Use Plan- section covering parcel proposed for rezoning.





The Future Land Use map shows that the entire area covered by the rezoning is included in the Medium Density Residential for a majority of the parcel, with Open Space/Recreation along the river.

City of Marshall Master Plan

As required by the Michigan Planning Enabling Act, the City of Marshall has adopted and maintained a Master Plan to govern land use decisions in the city. The current Master Plan was adopted on June 10, 2015, and reviewed in 2020 with confirmation by the Planning Commission that it was still relevant. As in the Township's Master Plan, there are goals that support the type of development that is being proposed. The following goals support the type of development that is proposed at this site:

- *Goal 3: Ensure the long term stability of Marshall's neighborhoods- Objective: Provide for a variety of housing choices to meet the needs of existing and future residents of all ages, needs and abilities.*
- *Goal 6: Strengthen cooperation and coordination with neighboring townships and community partners to ensure the long term success of the City, its neighbors, and institutions.- Objective: Encourage dialogue and collaboration with neighboring townships regarding land use and development issues. Consider the appropriateness of additional 425 Agreements.*

These goals encourage collaboration with Marshall Township to encourage economic development in areas targeted for development through the use of PA 425 agreements. Specific language encourages the use of the Joint Planning Commission to make land use decisions.

With both entities adopting language surrounding collaboration in land use decisions and economic development activities, it is evident that both communities have jointly strategized and planned for this type of development.

Applicable Ordinance Provisions

City of Marshall Zoning Ordinance

Pursuant to Section 3.6 of the City Zoning Ordinance, properties transferred from another

governmental unit are assigned a zoning classification to whatever district most closely conforms with the previous zoning designation; this ordinance also allows for City Council to adopt a new zoning map by holding a public hearing and upon receiving a recommendation from the Planning Commission.

The Michigan Planning and Zoning Enabling Acts, case law, and local ordinance outline the criteria by which a rezoning request is reviewed, and a determination made. In making a recommendation to City Council on the zoning classification(s) for such land areas, the Planning Commission shall consider any previous township or county zoning classifications that existed for the land prior to the extension of City boundaries, the pattern of land uses in the area, adopted City Master Plan recommendations, and planned future land use designations for the land area or adjacent areas within the City.

Rezoning Process, Standards

The following criteria are to be used as a guide in determining whether the rezoning should be approved:

- A. The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a special land use in the existing zoning district.
- B. The property cannot be reasonably used as zoned.
- C. The proposed zone change is supported by and consistent with the goals, policies, and future land use map of the adopted City Master Plan. If conditions have changed since the plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered.
- D. The proposed zone change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values, and is consistent with the needs of the community.
- E. All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological, and other environmental features.
- F. The change would not severely impact traffic, public facilities, utilities, and the natural characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the city.
- G. The rezoning would constitute and create an isolated and unplanned district contrary to the City Master Plan which may grant a special privilege to one landowner not available to others.
- H. The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the schedule of regulations.
- I. There was a mistake in the original zoning classification, or a change of conditions in the area supporting the proposed rezoning.
- J. Adequate sites are neither properly zoned nor available elsewhere to accommodate the proposed uses permitted in the requested zoning district.

Public Hearing and Notice Requirements

As required by the Zoning Enabling Act of 2006, as amended, a public hearing notice was published in the Marshall Advisor and Chronicle on Saturday, August 26, 2023. Notices of the public hearing were also sent by regular mail to the owners/ occupants of properties located within 300' of the subject parcel. To date, the city has not received any comments from individuals in this area, but have received several questions from one resident. The majority of the comments were issues that would be addressed in the site plan. Any written comments received before the close of business on September 12, 2023, will be presented at the meeting that night.

Recommendation

Staff recommends in support of the requested rezoning/zoning designation of Multiple Family Residential District (MFRD) and makes the findings listed below, as a result of the review and analysis of the rezoning application; analysis of the neighboring land uses and existing conditions; and also finds the project consistent with the objectives of City and Township Master Plans and intent of the City and Township Zoning Ordinances.

Findings

A. The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a special land use in the existing zoning district.

This area has been targeted for increased density in the Township Master Plan. This property is within the urban growth boundary established by the Township Master Plan/Future Land Use map and in an area targeted for PA 425 agreements. In fact, the Joint Planning Commission approved the rezoning of an adjacent parcel that is owned by the same group. Approving this rezoning is consistent with the decision that was made by the JPC in that decision.

B. The property cannot be reasonably used as zoned.

The majority of the property was zoned under the township zoning ordinance, so there is no existing city zoning. With a rezoning, the City Zoning Ordinance allows property to transfer to the city with the underlying township zoning district intact, which in this case is agricultural. The ordinance also provides an opportunity for the City Council to adopt a new map which requires a public hearing before the Joint Planning Commission and City Council.

The current city parcel could reasonably be used as zoned.

C. The proposed zone change is supported by and consistent with the goals, policies, and future land use map of the adopted City Master Plan. If conditions have changed since the plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered.

As identified earlier, the City Master Plan encourages collaboration with the Township (Goal #6) in encouraging development through the use of PA 425 agreements and in collaboration through the Joint Planning Commission. In addition, another goal (Goal #3) seeks to provide for a variety of housing choices to meet the needs of existing and future residents of all ages, needs and abilities.

The proposed zoning is consistent with the goals, policies, and future land use map adopted in

the Township Master Plan. As identified earlier in this report, the following goals support the proposed rezoning:

- 1. Housing and Neighborhoods- reasonable and incremental housing density expansion must be considered to support the significant economic development efforts addressed in Chapter Four. Additionally, a variety of housing types in 425 Agreement areas is recommended to accommodate the anticipated regional workforce expansion.*
- 2. Public Utilities- Cooperatively plan areas for 425 Agreements with the City of Marshall and coordinate development areas with the Future Land Use Plan.*
- 3. Land Use-Future Land Use Plan will direct higher-density and intensity uses to areas planned for utility and infrastructure expansion or established urban areas.*

These goals listed in both the Township's and City's Master Plan clearly support the rezoning.

D. The proposed zone change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values, and is consistent with the needs of the community.

The proposed zoning is consistent with the current Township Zoning Ordinance and the Future Land Use map. The property is used as agricultural and one residential property. The project will also maintain the land near the Kalamazoo River as is, leaving a highly attractive natural area.

Engineering controls for soil erosion and sedimentation and stormwater management are required to protect the natural environment.

The site is located directly off a County major road and a state trunkline. A Traffic Study has been commissioned and the city is working to finalize the study with its consultant so that necessary improvements can be identified. This study is a joint effort with MDOT and the County so that impact can be modeled for all area roads.

The site is near city infrastructure and within the Township's Urban Growth Boundary.

The proposed project is consistent with the community's needs as identified in the respective Township and City Master Plans. Both plans identify housing as a priority to address, especially different housing types.

E. All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological, and other environmental features.

The site is able to be developed for all potential uses in the zoning district. The developer would need to work with state, county, and city agencies to address any impacts to the environment. Permits in relation to temporary stormwater management and soil erosion would need to be approved by the City and County.

F. The change would not severely impact traffic, public facilities, utilities, and the natural characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the city.

While the proposed rezoning could impact the level of traffic around the site and in the community, its proximate location on a County Major road and near a state trunkline provides an increased level of capacity and access. A traffic study has been commissioned to address the potential growth on this site and in nearby areas in the city. Results of this study are expected in the near future.

The city does not anticipate major impact to its public facilities to serve the proposed development. The city is working with MDOT, County Road Department, and developers on potential road improvements on Hughes and Kalamazoo.

The proposed development will require the extension of public utilities to serve the site. The City of Marshall will be providing FiberNet service, garbage service, sanitary sewer, electric, and potable water.

There will be a change to the natural characteristics of the site as a major housing project will be built on the site of former farmland. The developers have committed to maintaining the riverfront and having minimal impact on the river.

As described in each of the subject areas above, the City does not believe that the proposed development will threaten the health, safety, and welfare of the community.

G. The rezoning would constitute and create an isolated and unplanned district contrary to the City Master Plan which may grant a special privilege to one landowner not available to others.

The rezoning would add to the Kelly Farm rezoning already completed by the Joint Planning Commission. Changes in local conditions support the rezoning of the parcel to MFRD.

H. The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the schedule of regulations.

The redeveloped site would be required to meet all zoning requirements for this parcel in this zoning district. Site development standards take into consideration issues such as setbacks, buffering, landscaping, stormwater management, and lighting. Developments complete an independent review by a multi-disciplinary development review team to ensure all regulations will be met prior to their approval, and inspections will be completed during construction to ensure compliance with state and local codes and ordinances.

I. There was a mistake in the original zoning classification, or a change of conditions in the area supporting the proposed rezoning.

There is no mistake in the original zoning classification, but a new zoning designation is necessary due to the recently approved 425 agreement. The addition of 2500 jobs through the development of the Ford site has changed conditions since the Master Plan was approved. Additional housing units are necessary to serve the expected increase in residents and the existing parcels with MFRD zoning are not sufficient in number to serve this increase.

J. Adequate sites are neither properly zoned nor available elsewhere to accommodate the proposed uses permitted in the requested zoning district.

Existing sites zoned MFRD are not sufficient to meet the expected demand.

Therefore, based on the above findings and pursuant to Section 7.1-Amendments and MCL 125.3101 et seq., staff recommends that the City Council accept the Planning Commission and Joint Planning Commission's recommendation to approve Ordinance 2023-11 which would rezone parcels 16-260-006-00, 16-350-006-00, 16-260-003-00 from Township Zoning to City Zoning District- Multiple Family Residential District (MFRD) and parcel 53-002-562-00 from Residential Estate (R-1) District to Multiple Family Residential District (MFRD).

If the City Council finds that the criteria above are not met, and chooses to deny the rezoning, statements related to the above criteria justifying how this request does not meet the rezoning standards must be made.

BUDGET IMPACT:

The rezoning will allow the developers to move forward with a site plan that will see several hundred residential units constructed on the properties, which would provide an increase in tax base and utility revenues.

RECOMMENDATION:

Enact Ordinance 2023-11 AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF THE FOLLOWING PARCELS OF REAL PROPERTY, PARCELS #16-260-003-01, 16-260-006-00, and 16-350-006-00 , FROM TOWNSHIP ZONING AGRICULTURE DISTRICT (AR) TO MULTI-FAMILY RESIDENTIAL DISTRICT (MFRD) AND PARCEL #53-002-562-00 (913 INDUSTRIAL ROAD), FROM RESIDENTIAL ESTATE DISTRICT (R-1) to Multi-Family Residential District (MFRD) and order the clerk to publish the ordinance in full.

**CITY OF MARSHALL
ORDINANCE #2023-11**

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF THE FOLLOWING PARCELS OF REAL PROPERTY, PARCELS #16-260-003-01, 16-260-006-00, and 16-350-006-00 , FROM TOWNSHIP ZONING AGRICULTURE DISTRICT (AR) TO MULTI-FAMILY RESIDENTIAL DISTRICT (MFRD) AND PARCEL #53-002-562-00 (913 INDUSTRIAL ROAD), FROM RESIDENTIAL ESTATE DISTRICT (R-1) TO MULTI-FAMILY RESIDENTIAL DISTRICT (MFRD) .

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

Section 1. Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to change the zoning district for the below described properties from Township Zoning Agricultural to Multi-Family Residential District (MFRD).



PARCEL #16-260-003-01 (440 WEST HUGHES) LEGAL DESCRIPTION

A parcel of land in the Southeast 1/4 of Section 26, T2S, R6W, Marshall Township, Calhoun County, Michigan, the surveyed boundary of said parcel described as: Commencing at the Southeast corner of said Section 26; thence N89°35'23"W along the South line of said Section 26 a distance of 198.02 feet; thence N00°20'44"W parallel with the East line of said Section 26 a distance of 33.00 feet to the North line of Hughes Street and the point of beginning of this description; thence N89°35'23"W along said North line 350.00 feet; thence N00°20'44"W parallel with said East line 391.00 feet; thence S89°35'23"E parallel with said South line 350.00 feet; thence S00°20'44"E parallel with said East line 391.00 feet to the point of beginning; said parcel containing 3.14 acres, more or less; said parcel subject to all easements and restrictions, if any.

PARCEL #16-260-006-00 LEGAL DESCRIPTION

That part of the East 1/2 of the Southwest fractional 1/4 of Section 26, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of the Kalamazoo River, and that part of the West 1/2 of the Southeast fractional 1/4 of said Section 26, Town 2 South, Range 6 West, lying South of the Kalamazoo River.

Except, commencing at the Southeast corner of the West 1/2 of the Southeast 1/4 fractional of said Section 26, and running thence West on the Section line 4 chains and 17 links; thence North to the Kalamazoo River; thence East 4 chains and 17 links; thence South to the place of beginning.

PARCEL #16-350-006-00 LEGAL DESCRIPTION

Commencing at a point where the center of Hughes Street crosses the North and South 1/4 line of Section 35, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, and running thence North on said 1/4 line 6 chains and 18 links to the Section line between Section 26 and said Section 35; thence East on said Section line 15 chains and 83 links; thence South 2 chains and 10 links to the center of said Hughes Street; thence Southwesterly along the center line of said Hughes Street to the place of beginning.

ALSO, that part of the East 1/2 of the Northwest 1/4 of Section 35, Town 2 South, Range 6 West, that lies North of Hughes Street.

EXCEPTING THEREFROM parcels described as:

- A. Commencing at a point on the West line of Section 35 and the intersection of the center line of Hughes Road being 1332.1 feet South of the Northwest corner of said Section; thence North 71 degrees 29 minutes East along the center line of said road 1393 feet to a fence and the true point of beginning of this exception; thence North 01 degrees 09 minutes West along said fence 330 feet; thence North 71 minutes 29 minutes East parallel to Hughes Street 414.9 feet; thence South 01 degrees 09 minutes East 330.0 feet to the center line of Hughes Road; thence South 71 degrees 29 minutes West along the center line of Hughes Road 419.9 feet to the place of beginning.
- B. Commencing at the North 1/4 corner of said Section 35; thence South 89 degrees 16 minutes East 482.0 feet along the North line of said Section; thence South 12 degrees 29 minutes 55 seconds East 97.70 feet to the PLACE OF BEGINNING OF THIS DESCRIPTION: thence South 12 degrees 29 minutes 55 seconds East 177.0 feet to the centerline of Hughes Street; thence North 76 degrees 11 minutes 03 seconds East 135.0 feet along said centerline; thence North 12 degrees 29 minutes 13 seconds West 173.50 feet; thence South 77 degrees 40 minutes 11 seconds West 135.0 feet to the place of beginning of this description.
- C. Commencing at the North 1/4 corner of said Section 35; thence South 89 degrees 16 minutes East 482 feet along the North line of said Section; thence South 12 degrees 29 minutes 55 seconds East 274.70 feet to the centerline of Hughes Street and the true place of beginning of this description: thence South 76 degrees 11 minutes 03

seconds West 99.24 feet along the centerline of Hughes Street; thence North 13 degrees 48 minutes 57 seconds West 183 feet; thence North 76 degrees 11 minutes 03 seconds East 103.45 feet; thence South 12 degrees 29 minutes 55 seconds East to the true place of beginning.

- D. That part of the North 1 / 2 of Section 35, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence South 89 degrees 16 minutes East 482.0 feet along the North line of said Section; thence South 12 degrees 29 minutes 55 seconds East 274.70 feet to the centerline of Hughes Street; thence North 76 degrees 11 minutes 03 seconds East 135.0 feet along the centerline of said street to the place of beginning of this description; thence North 12 degrees 29 minutes 13 seconds West 183.04 feet; thence North 76 degrees 11 minutes 03 seconds East 100.0 feet; thence South 13 degrees 48 minutes 57 seconds East 183.0 feet to the centerline of Hughes Street; thence South 76 degrees 11 minutes 03 seconds West 104.24 feet to the place of beginning of this description.
- E. Commencing at a point on the West line of Section 35, Town 2 South, Range 6 West, and the intersection of the centerline of Hughes Road, being 1332.1 feet South of the Northwest corner of said Section; thence North 71 degrees 29 minutes East along the centerline of said Hughes Road, 1807.9 feet to the true place of beginning; thence North 01 degrees 09 minutes West 330 feet; thence North 83 degrees 06 minutes East 132.7 feet; thence South 01 degrees 09 minutes East 302 feet to the centerline of said Road; thence South 71 degrees 29 minutes West along the centerline of said Road, 138.3 feet to the place of beginning.

Section 2. Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to change the zoning district for the property at 913 Industrial Road, described below, from Residential Estate District (R-1) to Multi-Family Residential District (MFRD).



PARCEL #53-002-562-00 (913 INDUSTRIAL ROAD) LEGAL DESCRIPTION
MARSHALL CITY, PART OF SEC 26-2-6 THAT PART OF W 1/2 OF SW 1/4 LYING S OF
KAL RIVER, EXC 6 1/2 ACRES TO EASTERN POWER CO.

Section 3. This Ordinance or a summary thereof shall be published in the Marshall Chronicle, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this 16TH day of October, 2023.

James Schwartz, Mayor

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on October 16, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Michelle Eubank, City Clerk

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
DATE: October 16, 2023
SUBJECT: COUNTY EARLY VOTING AGREEMENT

Per the early voting legislation, no later than 125 days before the first regularly scheduled statewide or federal election in an even numbered year, the clerk of each municipality must sign an early voting agreement. Working off the assumption of a February 27, 2024 Presidential Primary, the deadline for this action is October 25, 2023.

As approved at the September 18, 2023 meeting, the clerks office has been working with the county clerk and other local municipalities on a county agreement. Currently, there are 19 jurisdictions participating in the countywide plan, including the City of Marshall. The County Election Commission has approved the use of the Calhoun County Building across from City Hall for the early voting site for those participating in the county agreement.

The initial election cycle will come at a higher burden of cost, but the county has applied for a grant to the state to help with some of the expenses associated with the start up and running of the Early Voting Site. If no grant money is received, the total cost per jurisdiction will be higher for 2024 to cover start-up expenses, with an approximate cost of \$11,653 per jurisdiction for the election cycle, which includes 3 elections requiring early voting. The 2026 election cycle, which has 2 elections requiring early voting, by comparison, is only estimated at \$5,058. It is estimated that the 2024 election cycle will likely fall somewhere between these two amounts, but the amount of state funding has not yet been determined. Currently, our full-time staff is only slated to work one of the 27 required days for early voting in 2024, while the rest will be covered by other local clerks and deputy clerks who are part of the agreement.

BUDGET IMPACT:

Currently, the FY24 budget impact is unknown. However, the estimated cost for only the presidential primary and start-up expenses is between \$2,529 and \$6,595.

RECOMMENDATION:

Authorize the City Clerk and City Manager to sign the early voting agreement with Calhoun County.

AGREEMENT FOR EARLY IN-PERSON VOTING ELECTION SERVICES
BETWEEN CALHOUN COUNTY AND THE CITY OF ALBION, THE CITY OF MARSHALL, ALBION TOWNSHIP,
ATHENS TOWNSHIP, BURLINGTON TOWNSHIP, CLARENCE TOWNSHIP, CLARENDON TOWNSHIP, CONVIS
TOWNSHIP, ECKFORD TOWNSHIP, EMMETT CHARTER TOWNSHIP, FREDONIA TOWNSHIP, HOMER
TOWNSHIP, LEE TOWNSHIP, LEROY TOWNSHIP, MARENGO TOWNSHIP, MARSHALL TOWNSHIP,
NEWTON TOWNSHIP, SHERIDAN TOWNSHIP AND TEKONSHA TOWNSHIP

This joint Early In-Person Voting Site Agreement (the "Agreement") is made between Calhoun County, 315 W Green St. Marshall, MI 49068, and the following Municipalities:

City of Albion, 112 W Cass St. Albion, MI 49224

City of Marshall 323 W Michigan Ave. Marshall, MI 49068

Albion Township, 28051 F Drive South Albion, MI 49224

Athens Township, 130 E Burr Oak, Athens, MI 49011

Burlington Township, 135 Elm St. Burlington, MI 49029

Clarence Township, 27052 R Drive N Albion, MI 49224

Clarendon Township, 21947 R Drive South, Homer, MI 49245

Convis Township, 19500 15 Mile Rd., Marshall, MI 49068

Eckford Township, 21000 F Drive South, Marshall, MI 49068

Emmett Charter Township, 621 Cliff St. Battle Creek, MI 49014

Fredonia Township, 8803 US Highway 27 S, Marshall, MI 49068

Homer Township, 420 S Hillsdale St., Homer, MI 49245

Lee Township, 23045 21 Mile Rd. Olivet, MI 49076

Leroy Township, 8156 4 Mile Rd. East Leroy, MI 49051

Marengo Township, 14021 23 Mile Rd., Albion, MI 49224

Marshall Township, 13551 Myron Avery Dr., Marshall, MI 49068

Newton Township, 11003 9 ½ Mile Rd., Ceresco, MI 49033

Sheridan Township, 13355 29 Mile Rd., Albion, MI 49224

In this Agreement, the County and each Municipality will be represented by their respective Clerk in their official capacity.

PURPOSE OF THE AGREEMENT. The County and the Municipalities enter into this Agreement pursuant to Article II, Section 4 (1) (m) of the Michigan Constitution of 1963, and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating a joint Early In-Person Voting Site.

Name of County
Calhoun

Name of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
City of Albion	6	5665
City of Marshall	2	5765
Albion Township	1	919
Athens Township	1	1946
Burlington Township	1	1546

Clarence Township	1	1666
Clarendon Township	1	939
Convis Township	1	1250
Eckford Township	1	1058
Emmett Charter Township	4	9838
Fredonia Township	1	1463
Homer Township	1	2024
Lee Township	1	866
Leroy Township	2	3306
Marengo Township	1	1866
Marshall Township	1	2635
Newton Township	1	2349
Sheridan Township	1	1447
Tekonsha Township	1	1335

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** Means an agreement, or any amendment to the agreement, between the municipalities listed above which are located in Calhoun County and the Calhoun County Clerk, authorizing the County Clerk of the County to conduct early in-person voting for each Municipality that is a party to this Agreement, with the assistance of, and in consultation with, the Clerk of each Municipality that is party to this agreement MCL 168.720a(a)
 - 1.2 **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each joint Early In-Person Voting Site and monitoring the administrative requirements of early in-person voting for the participating Municipalities. MCL 720g(2)
 - 1.3 **Department** means the Michigan Secretary of State Bureau of Elections.
 - 1.4 **Early In-Person Voting Plan** means a document and any addenda to a document outlining the way early in-person voting will be provided in a County or Municipality, as described in MCL 168.720a *et seq.* The requirements of an early in-person voting plan are described in MCL 168.720h(3).
 - 1.5 **Election Services** encompasses the following individual Election Services provided by the County and, or the Municipality's Elections Division, if applicable as outlined in MCL 168.720g(1):
 - 1.5.1 The County Elections Division will be responsible for the following tasks in preparation for the joint Early In-Person Voting Site:
 - 1.5.1.1 The Coordinator will organize and monitor the administrative requirements of early in-person voting.
 - 1.5.1.2 Schedule Board of County Election Commissioner meetings as needed to complete the necessary tasks given to the Election Commission.

- 1.5.1.3 Create a communication strategy for informing electors of the opportunity for early in-person voting.
- 1.5.1.4 Ensure that the Secretary of State has the information necessary to include the location, along with the dates and hours of operation, of each Early In-Person Voting Site on the department of state's website.
- 1.5.1.5 Develop an early in-person voting budget and cost sharing and chargeback procedure.
- 1.5.1.6 Provide the necessary tabulators, ballot on-demand devices, and early voting e-poll books as well as any other supplies required for the administration of early in-person voting.
 - 1.5.1.6.1 Equipment and supplies will have a cost sharing as explained in section 10.1.2 of this Agreement.
- 1.5.1.7 Download the early in-person voting e-poll book(s)
- 1.5.1.8 Create an Election Inspector, Supervisor and Chairperson schedule for each of the nine (9) days of early in-person voting for each statewide and federal election.
- 1.5.1.9 Submit an early in-person voting plan to the Secretary of State.
- 1.5.1.10 Select the configuration set to be used for early in-person voting.
- 1.5.2 The Municipal Clerks will be responsible for the following tasks in preparation for the joint Early In-Person Voting Site:
 - 1.5.2.1 On request of the County Clerk, a Clerk of a participating Municipality shall recruit Election Inspectors or shall provide the County Clerk with the list of Election Inspectors for the Clerk's Municipality.
- 1.6 **Legislative Body of the Municipality** means the City or Township council, or board elected or appointed and serving in the Municipality.
- 1.7 **Municipality** means any participating Municipality, which are entities created by state or local authority or which are primarily funded by or through state or local authority, including, but not limited to, their Council, Board, Departments, Divisions, Elected and Appointed Officials, Directors, Board members, Council Members, Commissioners, Authorities, Committees, Employees, Agents, Subcontractors, Attorneys, Volunteers, and/or any such persons' successors.
- 1.8 **QVF** means the statewide Qualified Voter File established according to MCL 168.509o.
- 1.9 **QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) Administrator of early voting information within the QVF.
- 1.10 **Site Supervisor** Means the person appointed by the County Clerk to act as a Supervisor for each day of early in-person voting. The County Clerk may appoint a participating Municipal Clerk, or a member of the County Clerk's staff to act as Supervisor. The County Clerk may appoint a different participating Municipal Clerk, or a member of the County Clerk's staff to act as a supervisor for different days of early voting. The Supervisor shall operate in the same manner as a Municipal Clerk does for an election day polling Place. A Supervisor may delegate the Supervisor's duties to a member of the Supervisor's staff with the approval of the Coordinator. MCL 168.720g(7)

2. **PARTIES TO AN AGREEMENT.**

- 2.1** Parties of this Agreement which includes The City of Albion, City of Marshall, Albion Township, Athens Township, Burlington Township, Clarence Township, Clarendon Township, Convis Township, Eckford Township, Emmett Charter Township, Fredonia Township, Homer Township, Lee Township, Leroy Township, Marengo Township, Marshall Township, Newton Township and Sheridan Township, Tekonsha Township, and are all located within the County of Calhoun, agree to partner with the Calhoun County Clerk for the purposes of 9 days of early in-person voting starting the second Saturday before each statewide and federal election and concluding the Sunday before election day.

3. SCOPE OF THE AGREEMENT.

- 3.1** The parties subject to this Agreement, agree that early in-person voting will only be provided for all statewide and federal elections, and will not extend early voting to non-statewide and non-federal elections in accordance with MCL 720b(2).

4. COORDINATOR.

- 4.1** Erica Brown, Calhoun County Elections Specialist, will serve as Coordinator of the joint Early In-Person Voting Site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating Municipalities in accordance with MCL 720g(2).
- 4.1.1** In the event that the Coordinator is unable to personally supervise and/or staff each joint Early In-Person Voting Site on each day of early in-person voting, the County Clerk may designate an Early In-Person Voting Site supervisor to assist with the staffing and supervision of early in-person voting.
- 4.2** If the coordinator becomes unavailable for any reason, the role will be filled in one of the following ways, as determined by the parties upon execution of this Agreement:
- 4.2.1** The County Clerk will appoint the new Coordinator.
- 4.2.2** Jill Stout, Calhoun County Elections Specialist will serve as backup Coordinator, would assume the responsibilities of Coordinator. If the backup Coordinator is unavailable for any reason, the County Clerk will appoint the new Coordinator.

5. QVF CONTROLLER.

- 5.1** Jill Stout, Calhoun County Elections Specialist, will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF controller must meet the security requirements of a QVF user. The QVF controller can be the same as the coordinator as long as the appropriate QVF training is completed.

6. APPROVAL OF EARLY VOTING SITES.

- 6.1** Pursuant to MCL 168.662, the County Clerk, after consulting with the participating Municipal Clerks, must submit each joint Early In-Person Voting Site location to the Board of County Election Commissioners for approval. This site shall adhere to guidelines set forth in MCL 168.720i(3)

- 6.2** The Calhoun County Building, Board of Commissioners Chambers, 315 W Green St. Marshall, MI 49068 was approved to be the Early In-Person Voting Site by the Calhoun County Board of Election Commissioners. This decision was made by taking into consideration expected turnout, population density, public transportation, accessibility, travel time, traffic patterns, and any other factors that election officials consider necessary to enhance the accessibility of early voting sites. The Joint Early In-Person Voting Site will serve all electors covered by this Agreement.
- 6.3** Each participating Municipal Clerk, after a polling place or Early In-Person Voting Site is approved must provide a notice specifying the location of the polling place or early voting site to each registered elector entitled to vote at that polling place or Early In-Person Voting Site. MCL 168.662 (8) & (10)
- 6.3.1** The notice requirement under this section applies to permanent and temporary changes to polling places and Early In-Person Voting Sites, except that notice is not required if an Early In-Person Voting Site is established in addition to 1 or more Early In-Person Voting Sites that remain in effect for which notice was previously provided to each elector.
- 6.3.2** After an Early In-Person Voting Site is approved, the appropriate Clerk as defined below, must provide the notice required by sending a separate notice by mail or other method designed to provide actual notice to the registered elector, and must not provide the notice by updating the voter identification card issued under section 499. In addition to identifying the location of the Early In-Person Voting Site, the separate notice sent under this section must provide the hours of operation of the early voting site for each day early voting is offered. The notice under this section must be provided as follows:
- 6.3.2.1** Early voting conducted under section 168.720g, by the Clerk of the County where the Early In-Person Voting Site is located or by the Clerk of each municipality that is a party to the County agreement. MCL 662 (10) (c)
- 6.3.2.1.1** The County Clerk or Secretary of State will provide a template to be used for purposes of notifying each registered elector of each municipality that is party to this agreement identifying the location of the Early In-Person Voting Site and hours of operation each day early in-person voting is offered.

7. APPOINTMENT OF ELECTION INSPECTORS.

- 7.1** The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.
- 7.1.1** The County Clerk will provide the County Election Commission with a list of recruited and selected Election Inspectors chosen to be appointed for each Statewide and Federal Election for the purpose of early in-person voting.
- 7.1.2** A Municipal Clerk shall provide the County Clerk with the list of Election Inspectors for the Clerk's Municipality at the request of the County Clerk. MCL 168.720g (6)

- 7.2** At least 21 days before each Statewide and Federal election, the Board will appoint for each joint Early In-Person Voting Site at least 3 Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
 - 7.2.1** Election Inspectors will be hired by the County Clerk and will be under the supervision of the Coordinator.
 - 7.2.2** Election Inspectors will be paid in accordance with Exhibit A. The pay rate will be determined in conjunction with the appointment of Election Inspectors at the first statewide or federal election of that year and will remain the same for the entirety of that year.
- 7.3** The Board will further designate one appointed Election Inspector from each joint Early In-Person Voting Site as Chairperson.
 - 7.3.1** A different Chairperson may be appointed for each day of early in-person voting.
- 7.4** The selection of Election Inspectors will be governed by MCL 168.674 and MCL 168.720g(6).

8. APPROVAL OF EARLY VOTING HOURS.

- 8.1** The County Clerk and participating Municipalities agree to the following terms:
 - 8.1.1** For the nine early in-person voting days guaranteed by the Constitution, early in-person voting at the joint Early In-Person Voting Site located at 315 W Green St., Marshall MI 49068 will be open eight (8) hours each day in accordance with MCL 168.720b and will open at 9:00 am and will close at 5:00 pm.
 - 8.1.2** This Agreement does not include any additional days or hours beyond what is required by law.

9. NOTICE OF EARLY VOTING HOURS.

- 9.1** After an Early In-Person Voting Site is approved, and not less than forty-five (45) days before an election, the appropriate Clerk must provide the notice required under MCL 168.662 (8) by sending a separate notice by mail or other method designed to provide actual notice to the registered elector and must not provide the notice by updating the voter identification card issued under MCL 168.499. In addition to identifying the location of the Early In-Person Voting Site, the separate notice sent under this section must provide the hours of operation of the Early In-Person Voting Site for each day early voting is offered. MCL 168.662 (8) & (10)

10. BUDGET AND COST SHARING.

- 10.1** The County Clerk and the Clerks of the participating Municipalities agree to the budget and cost sharing procedures as outlined in Exhibit B.
 - 10.1.1** The County Clerk and the Clerks of the participating Municipalities designate the County as the party responsible for requesting and dispensing all funds related to the joint Early In-Person Voting Site.
 - 10.1.2** The Municipalities that are a party to this Agreement will share the costs equally. The costs will vary each election and cannot be defined as part of this

Agreement. An example of the cost sharing budget is attached to this Agreement as Exhibit B and may be amended if necessary.

10.1.3 The County Clerk will be responsible for invoicing all participating Municipalities for costs associated with the joint Early In-Person Voting Site and shall be paid within thirty (30) days of the date of invoice.

10.1.4 The Parties agree that the County Treasurer may withhold funds otherwise payable to any of the participating Municipalities from the next tax disbursement monies due to a participating Municipality when early in-person voting reimbursement is not made by that Municipality within six (6) months of the reimbursement request date, in order to satisfy any outstanding amounts due to the County from that participating Municipality pursuant to the terms of this Agreement.

11. STAFFING AND SUPERVISION

11.1 The Coordinator is responsible for ensuring adequate staffing and supervision at the joint Early In-Person Voting Site. MCL 168.720g(2)

11.2 The site supervisor shall operate in the same manner and have the same authority as a municipal Clerk operates in an election day polling place, except that electors will not be able to register to vote at an early voting site. MCL 168.720g(7)

11.3 The County Clerk may appoint a participating Municipal Clerk or a member of the County Clerk's staff to act as Supervisor. The County Clerk may appoint a different participating Municipal Clerk or a member of the County Clerk's staff to act as a supervisor for different days of early voting. A Supervisor may delegate the Supervisor's duties to a member of the Supervisor's staff with the approval of the County Clerk or the Coordinator. MCL 168.720g(7)

11.4 The Coordinator is responsible for updating Exhibit C for each applicable election and disbursing the updated version to all parties subject to this Agreement at least twenty-one (21) days before each applicable election.

12. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

12.1 The County Clerk and the Clerks of each Municipality agree to the following:

12.1.1 The County Clerk and the Municipal Clerks participating in the joint Early In-Person Voting Site agree to purchase seven (7) early voting ePollbooks (EV EPB), two (2) tabulators, nine (9) voter assist terminals, and any other equipment deemed necessary to successfully operate the early vote site as included in Exhibit B.

12.1.2 The equipment and all other necessary supplies required for the successful operation of the joint Early In-Person Voting Site will be requested as reimbursement from the early voting grant application submitted on September 8, 2023, by the County Clerk. All remaining costs not covered by the early voting grant will be divided according to section 10.1.3 of this Agreement.

12.2 The Board of County Election Commissioners or their designee, will be responsible for conducting testing of the electronic voting equipment. Testing will be conducted no

later than five (5) days before the start of early voting in accordance with the requirements under MCL 168.798.

- 12.3** The Coordinator will be responsible for taking necessary steps to set up the early in-person voting poll book and early in-person voting poll book laptops. MCL 168.720g(3)

12.3.1 In the absence of the Coordinator, the duties as described above would be delegated to the Coordinators successor as outlined in section 4.2 of this Agreement.

- 12.4** Tabulators and early in-person voting poll book laptops used at the joint Early In-Person Voting Site will be configured as set forth in MCL 168.720j(6)(b).

12.4.1 For an early voting site covering less than the entire County, in the same manner as an early voting site for Municipalities that are parties to a municipal Agreement under section 720f.

12.4.1.1 Multiple configuration sets, with each tabulator programmed to tabulate ballots for one (1) or more Municipalities covered by the municipal Agreement. Each precinct in each of the Municipalities must appear on only one (1) configuration set in an early voting site. MCL 168.720j (5)(b)

12.4.1.2 Two tabulators will be used at the joint Early In-Person Voting Site. One tabulator will serve fourteen (14) precincts and the second tabulator will serve fifteen (15) precincts.

12.4.1.3 As many as seven (7), but no less than five (5) early voting ePollbooks will be used at the joint Early In-Person Voting Site. Each ePollbook will be configured to serve all twenty-nine (29) precincts included in this Agreement.

13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

- 13.1** During early in-person voting, the Coordinator must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j (9) and any instructions issued by the Secretary of State
- 13.2** During early in-person voting, the Coordinator must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.
- 13.3** After 8:00pm on Election Day, the Coordinator must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

- 14.1** The Board of County Election Commissioners is responsible for appointing the Receiving Board or group of Election Inspectors to canvass the early vote returns after 8:00pm on election day and report early in-person voting results to the County Clerk, according to the requirements of MCL 168.801 through MCL 168.810.
- 14.1.1** The selection of Election Inspectors to canvass the early vote returns on election day will be governed by MCL 168.674 and MCL 168.720g(6).

- 14.2** After 8:00pm on election day, the Coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.

15. EXECUTION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 15.1** A joint Early In-Person Voting Site agreement must be finalized and signed by the participating County Clerk and all participating Municipal Clerks in accordance with MCL 168.720d(3) & (4)):
- 15.1.1** No later than 125 days before the first regularly scheduled statewide or federal election in each even numbered year.
- 15.1.2** No later than 90 days before a special statewide or federal election.

16. EARLY VOTING PLAN.

- 16.1** No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an early in-person voting plan, attached as Exhibit D, is filed with the County Clerk of the County in which the Municipalities are located. MCL 168.720h

17. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

- 17.1** Not less than 45 days before the first early in-person voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted early in-person voting plan that affects the locations, dates, and hours of operation for each joint Early In-Person Voting Site operated by the participating County and Municipalities. This will ensure the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website. MCL 168.662

18. DURATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 18.1** This Agreement, and any amendments, shall be effective on October 25, 2023, which the Parties recognize as the statutory deadline for entering into a county agreement to administer early voting, as provided in MCL 168.720d (1)(c). Adoption of a resolution by the Municipality to participate in the county agreement, or signature of each participating municipal Clerk on this agreement, prior to the effective date of this agreement shall be sufficient evidence that the Municipality wishes the County Clerk to administer early voting under the terms of the statute and this agreement.
- 18.2** This Agreement and any amendments to the Agreement will remain in effect in perpetuity excluding any provisions statutorily permitted by law under MCL 720g (12) and as defined in section nineteen (19) of this Agreement, or any changes to State or Federal law that would render this Agreement null and void.
- 18.3** Upon amendment of any part of this Agreement, all parties will be notified by the Coordinator and new signatures will be required, except as listed below in section 18.3.1.
- 18.3.1** Exceptions to Section 18.3

18.3.1.1 All Exhibits may be revised by the County Clerk or Coordinator, in consultation with the parties to this Agreement as needed without new signatures, or resubmission of the Agreement.

18.3.1.2 If at any point, a County Clerk or Municipal Clerk that is party to this Agreement, resigns or is removed from office, their Successor shall be named in this Agreement and shall sign and date in place of their Predecessor.

18.3.1.2.1 If the Successor refuses to sign this Agreement, the Municipality with which they are elected to will be withdrawn from this Agreement subject to section nineteen (19) of this Agreement.

18.3.1.3 If at any time, a person named in this agreement has a legal name change, the name may be edited with no signatures required by the participating Clerks.

19. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 19.1** If the County Clerk withdraws from this Agreement for any reason, the Agreement will cease to exist, and the Clerk of each participating Municipality must submit a revised early in-person voting plan to the Department outlining the manner in which early in-person voting will be provided.
- 19.2** If the Parties terminate this Agreement for any reason, the Clerk of each participating Municipality must submit a revised early in-person voting plan to the Department outlining the manner in which early in-person voting will be provided.
- 19.3** If a party withdraws from this Agreement for any reason, the Clerk of the Municipality withdrawing from the Agreement must submit a revised early in-person voting plan to the Department outlining the manner in which early in-person voting will be provided.
- 19.4** A Party may not withdraw from the Agreement during the period beginning 150 days before the first statewide November election in an even numbered year and ending on the completion of the County canvass for the statewide general November election in that even numbered year.

_____ County Clerk	_____ Signature	_____ Date
_____ City of Albion Clerk	_____ Signature	_____ Date
_____ City of Marshall Clerk	_____ Signature	_____ Date
_____ Albion Township Clerk	_____ Signature	_____ Date
_____ Athens Township Clerk	_____ Signature	_____ Date
_____ Burlington Township Clerk	_____ Signature	_____ Date
_____ Clarence Township Clerk	_____ Signature	_____ Date
_____ Clarendon Township Clerk	_____ Signature	_____ Date
_____ Convis Township Clerk	_____ Signature	_____ Date
_____ Eckford Township Clerk	_____ Signature	_____ Date
_____ Emmett Charter Township Clerk	_____ Signature	_____ Date
_____ Fredonia Township Clerk	_____ Signature	_____ Date
_____ Homer Township Clerk	_____ Signature	_____ Date
_____ Lee Township Clerk	_____ Signature	_____ Date

_____ Leroy Township Clerk	_____ Signature	_____ Date
_____ Marengo Township Clerk	_____ Signature	_____ Date
_____ Marshall Township Clerk	_____ Signature	_____ Date
_____ Newton Township Clerk	_____ Signature	_____ Date
_____ Sheridan Township Clerk	_____ Signature	_____ Date
_____ Tekonsha Township Clerk	_____ Signature	_____ Date

EXHIBIT A: ELECTION INSPECTOR PAY

This exhibit is a spreadsheet used in determining a fair rate of pay for Election Inspectors, Chairpersons and Receiving Board Members.

EXHIBIT B: COST SHARING AND BUDGET

This exhibit is used in determining the budget for the joint early in person voting site and will be used to determine the cost sharing between the nineteen (19) municipalities party to the Agreement.

EXHIBIT C: SITE SUPERVISORS

This exhibit is to be updated not later than 21 days before each election according to section 11.4 of the Joint Early In Person Voting Agreement.

EXHIBIT D: EARLY IN PERSON VOTING SITE PLAN

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the County Clerk of the County. MCL 168.720h

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and Municipalities. This ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website. MCL 168.662(8)(a)

EXHIBIT E: COMMUNICATION PLAN FOR JOINT EARLY IN PERSON VOTING SITE

This exhibit shows the various options the County and participating municipalities will use to educate, engage, and empower voters for early in person voting for the nineteen (19) municipalities that are party to this Agreement.

EXHIBIT F: POLLING LOCATION MAPS

Map 1 shows the two early in person voting sites that will be offered in Calhoun County. The yellow shows the Municipal Agreement site between the City of Battle Creek, City of Springfield, Bedford Charter Township and Pennfield Charter Township. The Blue area shows the Joint Early In Person Agreement between the City of Albion, City of Marshall, Albion Township, Athens Township, Burlington Township, Clarence Township, Clarendon Township, Convis Township, Eckford Township, Emmett Charter Township, Fredonia Township, Homer Township, Lee Township, Leroy Township, Marengo Township, Marshall Township, Newton Township, Sheridan Township and Tekonsha Township.

Map 2 shows the voting area that will be used in the Joint Early In Person Voting Site in the Calhoun County Building located at 315 W. Green St. Marshall, MI 49068.

EXHIBIT G: ACCESSIBILITY WORKSHEET

This worksheet is provided by the Secretary of State and is used to ensure ADA compliance in all areas of a polling location.

Exhibit A: Election Inspector Pay Rate for 2024

	Election Inspector Pay Rate	Election Inspector Daily Flat Rate	Chairperson Daily Flat Rate	Chairperson Pay Rate	Receiving Board Hourly	Receiving Board Flat Rate
City of Albion	\$ 14.00	x	x	\$ 16.00	\$ 16.00	
City of Marshall	\$ 12.00	x	x	\$ 13.00	\$ 43.44	
Albion Township	\$ 12.00	x	x	\$ 14.00		
Athens Township	\$ 15.00	x	x	\$ 21.00	\$ 15.00	
Burlington Township	\$ 12.00	x	x	\$ 14.00	\$ 12.00	
Clarence Township	x	\$ 150.00	x	\$ 15.00	x	\$ 25.00
Clarendon Township						
Convis Township	\$ 14.00	x	x	\$ 15.00	\$ 14.00	
Eckford Township	\$ 15.00	x	x	\$ 15.00		
Emmett Charter Township	\$ 15.00	x	x	\$ 17.00	x	\$ 75.00
Fredonia Township	\$ 13.00	x	x	\$ 15.00	\$ 13.00	x
Homer Township	\$ 12.00	x	x	\$ 13.00	\$ 12.00	x
Lee Township	\$ 10.50	x	x	\$ 12.50	\$ 11.50	x
Leroy Township	\$ 13.00	x	x	\$ 16.00	\$ 13.00	x
Marengo Township	\$ 10.00	x	\$ 300.00	x	\$ 10.00	x
Marshall Township	\$ 20.00	x	x	\$ 23.00	\$ 23.00	x
Newton Township	\$ 11.00	x	x	\$ 13.00	\$ 11.00	x
Sheridan Township	\$ 12.00	x	x	\$ 15.00	x	\$ 25.00
Tekonsha Township	\$ 13.00	x	x	\$ 16.00	\$ 16.00	x
	\$ 13.15	\$ 150.00	\$ 300.00	\$ 15.50	\$ 16.15	\$ 41.67
Suggested Rate of Pay	\$ 15.00	x	x	\$ 18.00	\$ 18.00	x

* Receiving Board is an average of two city employees hourly rate.

* Election Inspectors are split into two shifts, each shift receives \$75 per day + mileage

* Lowest Pay Rate

* Highest Pay Rate

\$16,200 per
election

\$1,620 per
election \$288 per
election

\$953.05 per
municipality per
election if there is no
reimbursement from
the state.

EXHIBIT B: COST SHARING AND BUDGET 2024

Total expenses	Yearly Estimate	Per Jurisdiction
	\$202,508.50	\$10,658.34

Staffing	Yearly Estimate	Per Jurisdiction
County Staff	\$18,000.00	\$947.37
Election Inspectors	\$54,324.00	\$2,859.16
Inspector Training	\$3,750.00	\$197.37
Building Maintenance	TBD	TBD
Total	\$76,074.00	\$4,003.89

Equipment	Yearly Estimate	Per Jurisdiction
ICX Prime	\$46,912.50	\$2,469.08
ICX Case	\$5,310.00	\$279.47
ICP 2	\$25,800.00	\$1,357.89
Tabulator Bag	\$206.00	\$10.84
EV ePollbooks	\$0.00	\$0.00
ICX Printer	\$815.00	\$42.89
Barcode Scanner	\$441.00	\$23.21
Total	\$79,484.50	\$4,183.39

Training	Yearly Estimate	Per Jurisdiction
Printing	\$2,000.00	\$105.26
Total	\$2,000.00	\$105.26

Election Inspectors	Yearly Estimate	Per Jurisdiction
Meals	\$4,500.00	\$236.84
	\$4,500.00	\$236.84

Supplies	Yearly Estimate	Per Jurisdiction
Precinct Supplies	\$7,500.00	\$394.74
Ballot Containers	\$3,000.00	\$157.89
Voting Booths	\$5,950.00	\$313.16
		\$0.00
		\$0.00
Total	\$16,450.00	\$865.79

Ballots	Yearly Estimate	Per Jurisdiction
Paper Ballots	\$3,000.00	\$157.89
Programming	TBD	TBD
Test Decks	TBD	TBD
Total	\$3,000.00	\$157.89

Communications	Yearly Estimate	Per Jurisdiction
Advertisements	\$15,000.00	\$789.47
Total	\$15,000.00	\$789.47

Publication	Yearly Estimate	Per Jurisdiction
Notices	\$6,000.00	\$315.79
Total	\$6,000.00	\$315.79

*This is only an estimate and may not reflect actual pricing.

EXHIBIT B: COST SHARING AND BUDGET 2025

Total expenses	Yearly Estimate	Per Jurisdiction
	\$7,022.00	\$369.58

Equipment	Yearly Estimate	Per Jurisdiction
ICX Prime Maintenance	\$3,060.00	\$161.05
ICX Firmware License Agreement Charge	\$1,350.00	\$71.05
ICP 2 Maintenance	\$1,700.00	\$89.47
ICP 2 Firmware License Agreement Charge	\$912.00	\$48.00
Total	\$7,022.00	\$369.58

*This is only an estimate and may not reflect actual pricing.

EXHIBIT B: COST SHARING AND BUDGET 2026

Total expenses	Yearly Estimate	Per Jurisdiction
	\$80,988.00	\$4,262.53

Staffing	Yearly Estimate	Per Jurisdiction
County Staff	\$12,000.00	\$631.58
Election Inspectors	\$36,216.00	\$1,906.11
Inspector Training	\$3,750.00	\$197.37
Building Maintenance	TBD	TBD
Total	\$51,966.00	\$2,735.05

Equipment	Yearly Estimate	Per Jurisdiction
ICX Prime Maintenance	\$3,060.00	\$161.05
ICX Firmware License Agreement Charge	\$1,350.00	\$71.05
ICP 2 Maintenance	\$1,700.00	\$89.47
ICP 2 Firmware License Agreement Charge	\$912.00	\$48.00
Total	\$7,022.00	\$369.58

Training	Yearly Estimate	Per Jurisdiction
Printing	\$2,000.00	\$105.26
Total	\$2,000.00	\$105.26

Election Inspectors	Yearly Estimate	Per Jurisdiction
Meals	\$3,000.00	\$157.89
	\$3,000.00	\$157.89

Supplies	Yearly Estimate	Per Jurisdiction
Precinct Supplies	\$5,000.00	\$263.16
Total	\$5,000.00	\$263.16

Ballots	Yearly Estimate	Per Jurisdiction
Paper Ballots	\$3,000.00	\$157.89
Programming	TBD	TBD
Test Decks	TBD	TBD
Total	\$3,000.00	\$157.89

Communications	Yearly Estimate	Per Jurisdiction
Advertisements	\$5,000.00	\$263.16
Total	\$5,000.00	\$263.16

Publication	Yearly Estimate	Per Jurisdiction
Notices	\$4,000.00	\$210.53
Total	\$4,000.00	\$210.53

*This is only an estimate and may not reflect actual pricing.

EXHIBIT C: SITE SUPERVISORS

This exhibit is to be updated not later than 21 days before each election according to section 11.4 of the Joint Early In Person Voting Agreement.

Early Voting Site Supervisors:

	Supervisors at the Early voting site located at 315 W. Green St. Marshall, MI 49068
Early Voting Day 1	Municipal Clerk, Deputy Clerk or Site Coordinator
Early Voting Day 2	Municipal Clerk, Deputy Clerk or Site Coordinator
Early Voting Day 3	Municipal Clerk, Deputy Clerk or Site Coordinator
Early Voting Day 4	Municipal Clerk, Deputy Clerk or Site Coordinator
Early Voting Day 5	Municipal Clerk, Deputy Clerk or Site Coordinator
Early Voting Day 6	Municipal Clerk, Deputy Clerk or Site Coordinator
Early Voting Day 7	Municipal Clerk, Deputy Clerk or Site Coordinator
Early Voting Day 8	Municipal Clerk, Deputy Clerk or Site Coordinator
Early Voting Day 9	Municipal Clerk, Deputy Clerk or Site Coordinator

EXHIBIT D: EARLY IN PERSON VOTING SITE PLAN

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the County Clerk of the County. MCL 168.720h

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and Municipalities. This ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website. MCL 168.662(8)(a)

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Erica Brown	Calhoun County Election Specialist	EBrown@calhounCountymi.gov	269-781-0998

County:

Name of County	Clerk of County
Calhoun	Kimberly A. Hinkley

Municipality 1:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
City of Albion	Jill Domingo	6	5665

Municipality 2:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
City of Marshall	Michelle Eubank	2	5765

Municipality 3:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Albion Township	Kathy Grundemann	1	919

Municipality 4:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Athens Township	Debera Denney	1	1946

Municipality 5:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Burlington Township	Darlene Mack	1	1546

Municipality 6:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Clarence Township	Sheryl Proteau	1	1666

Municipality 7:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Clarendon Township	Ericka Tryon	1	939

Municipality 8:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Convis Township	Kimberly Collins	1	1250

Municipality 9:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Eckford Township	Le Anne Blight	1	1058

Municipality 10:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Emmett Charter Township	Tracy Myers	4	9838

Municipality 11:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Fredonia Township	Cathy Combs	1	1463

Municipality 12:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Homer Township	Trixie McMeeking	1	2024

Municipality 13:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Lee Township	Samantha VanDorsten	1	866

Municipality 14:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Leroy Township	Nicole Hardish	2	3306

Municipality 15:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Marengo Township	Doreen VanSickle	1	1866

Municipality 16:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Marshall Township	Jeff Albaugh	1	2635

Municipality 17:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Newton Township	Mary Aldrich	1	2349

Municipality 18:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Sheridan Township	Stephanie Craig	1	1447

Municipality 19:

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality
Tekonsha Township	Roberta Stemaly	1	1335

Early Voting Location Information:

	Early voting site
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Location of site	315 W. Green St. Marshall, MI 49068
Municipalities served at site	1-19 as listed in the Agreement
Number of Election Workers at site	3-15
Is this an EV site for all 9 days of Constitutionally required early voting? (Y/N)	YES
Hours for 9 days of Constitutionally required early voting	9:00am-5:00pm
How many (if any) additional days of early voting will be provided at this site?	NONE
Hours for any additional days of early voting	N/A
Is this site ADA compliant?	YES
In selecting this site, did you consider expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	YES

Early Voting Equipment Information:

	Early voting site #1
Number of tabulators at site	2
Municipality responsible for providing tabulators	Calhoun County Clerk
Number of early voting poll book laptops	5-7
Municipality responsible for providing early voting poll book laptops	Calhoun County Clerk
Clerk responsible for taking necessary steps to set up the early voting poll book laptops	Calhoun County Clerk or designee



Joint Early In Person Voting Site Communication strategy

PRESENTED BY THE CALHOUN COUNTY CLERK IN PARTNERSHIP WITH THE CITY OF ALBION, CITY OF MARSHALL, ALBION TOWNSHIP, ATHENS TOWNSHIP, BURLINGTON TOWNSHIP, CLARENCE TOWNSHIP, CLARENDON TOWNSHIP, CONVIS TOWNSHIP, ECKFORD TOWNSHIP, EMMETT CHARTER TOWNSHIP, FREDONIA TOWNSHIP, HOMER TOWNSHIP, LEE TOWNSHIP, LEROY TOWNSHIP, MARENGO TOWNSHIP, MARSHALL TOWNSHIP, NEWTON TOWNSHIP, SHERIDAN TOWNSHIP AND TEKONSHA TOWNSHIP.

Joint Early In Person Voting Site Coordinator	Erica Brown	269-781-0998	ebrown@calhouncountymi.gov
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What is Early In Person Voting?

- In November 2022, Michigan voters overwhelmingly approved a constitutional amendment that gives voters the right to vote early and in person at early voting sites before statewide and federal elections. Communities may also choose to provide early voting for local elections.
- Early voting allows a voter to cast a ballot before Election Day, in an experience similar to voting on Election Day.
- During the early voting period, voters are issued a ballot and can then insert their ballot directly into a tabulator at their early voting site.

How is Early In Person Voting different from Absentee Voting

- Both early in-person voting and absentee voting allow voters to cast a ballot prior to Election Day. However, there are key differences between the two methods of voting.
- Early voting allows voters to cast a ballot similar to how they would do so at a polling place on Election Day. Voters are issued a ballot and can personally insert it into the tabulator at their early voting site.
- Absentee voting allows voters to request a ballot by mail or in person at their local clerk's office. Voters can complete their absentee ballot at home or at their local clerk's office and submit it in an envelope by mail, in person, or by drop box. After an absentee ballot is received by the local clerk, the voter's absentee ballot is processed and tabulated by their local clerk.
- Absentee voters also have more flexibility to "spoil" their ballot, or change their vote, after it has been submitted.

Do other states have Early In Person Voting?

- Yes. In fact, many states have some form of early voting. This includes states with smaller populations such as Delaware, North Dakota, and West Virginia as well as larger states like Florida, Illinois, New York, and Texas.

Step 1

- Voters approved Proposal 2022-2 in November 2022

Step 2

- Governor Gretchen Whitmer signed legislation into law in July 2023
- Public Acts 81-88 of 2022
- Effective Date: sine Die (91st day after final adjournment of the 2023 Regular Session)

Step 3

- County Clerks notify local Municipal Clerks within each county of their intent to partner, or not to partner to create a County "Joint" Early In Person Voting Site.

Step 4

- Municipal Clerks notify County Clerk of intent to partner or not to partner with the County.

Step 5

- Board of County Election Commissioners approves the partnership between the County and any participating Municipalities

Step 6

- Municipal Agreements are signed and submitted to the County Clerk for review
- County Agreements are signed by all participating Municipal Clerks and the County Clerk.

Step 7

- Electors are notified of the location, dates and hours Early Voting will be provided for them.

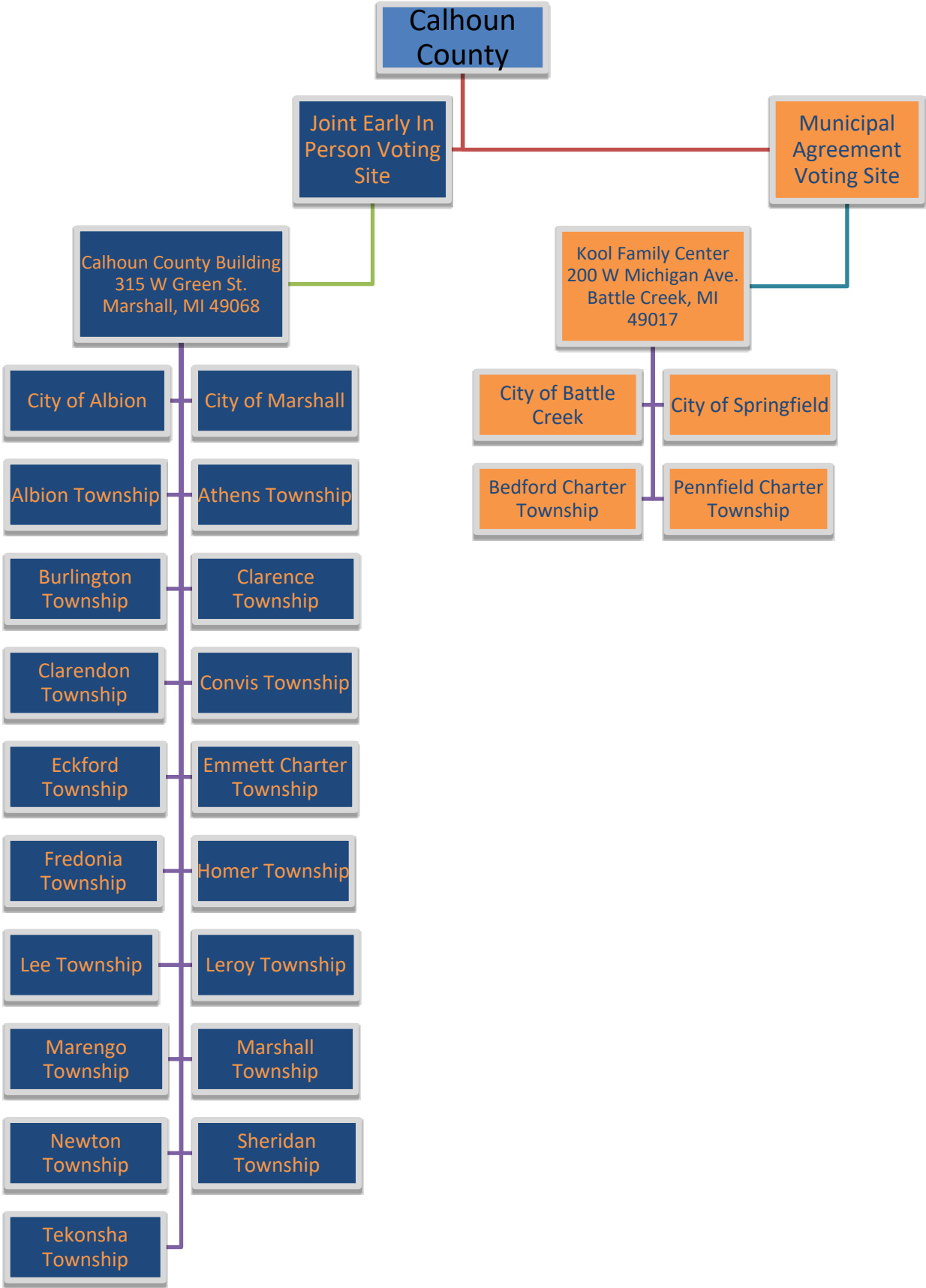
Step 8

- Absentee ballots are available to electors 45 days prior to Election Day

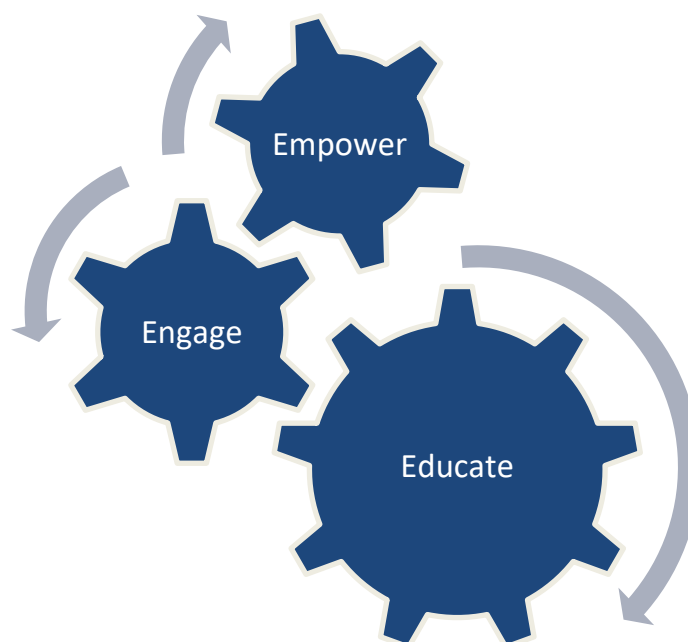
Step 9

- Early Voting begins the second Saturday before Election day and ends the Sunday before Election Day

Structure of Early Voting in Calhoun County



Communication Goals



Educate

- Early In Person Voting is new to voters in Michigan. Our messaging through advertisements needs to emphasize the many ways people can vote during all Statewide or Federal election.
- Early In Person Voting options will vary from County to County, and even within a County there may be variations between a Municipal run site and a County run site
- The Joint Early In Person Voting Site participants will use various forms of advertising to educate the voters of the participating Municipalities of the opportunity to vote at the Joint Early In Person Voting Site.

Engage

- The messaging needs to be captivating to all voters of varying socio economic and demographic profiles.

Empower

- Voters in Calhoun County will receive all the necessary information to make an informed decision about how they would like to vote based on the information provided through advertisements, notices, press releases, etc.

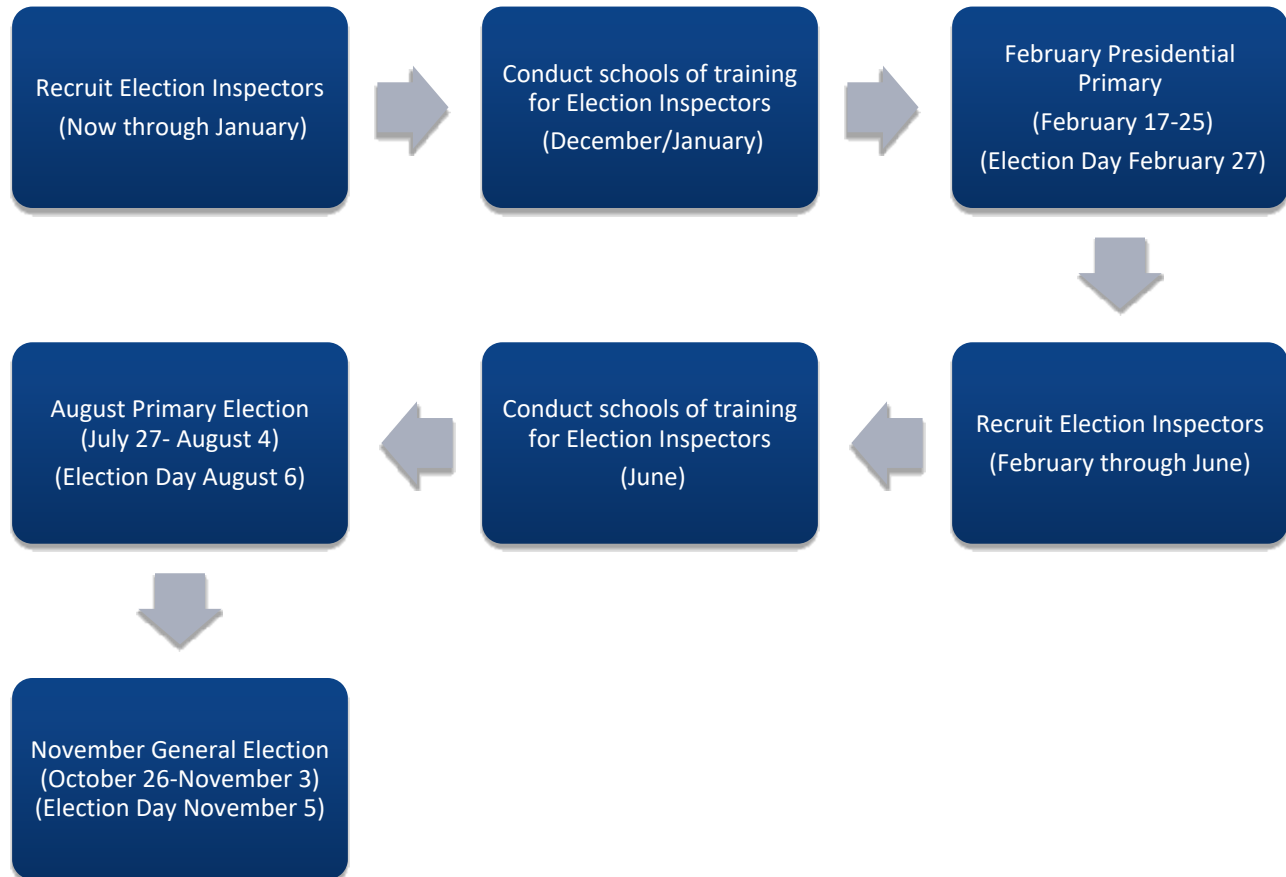
Potential Advertisement Avenues



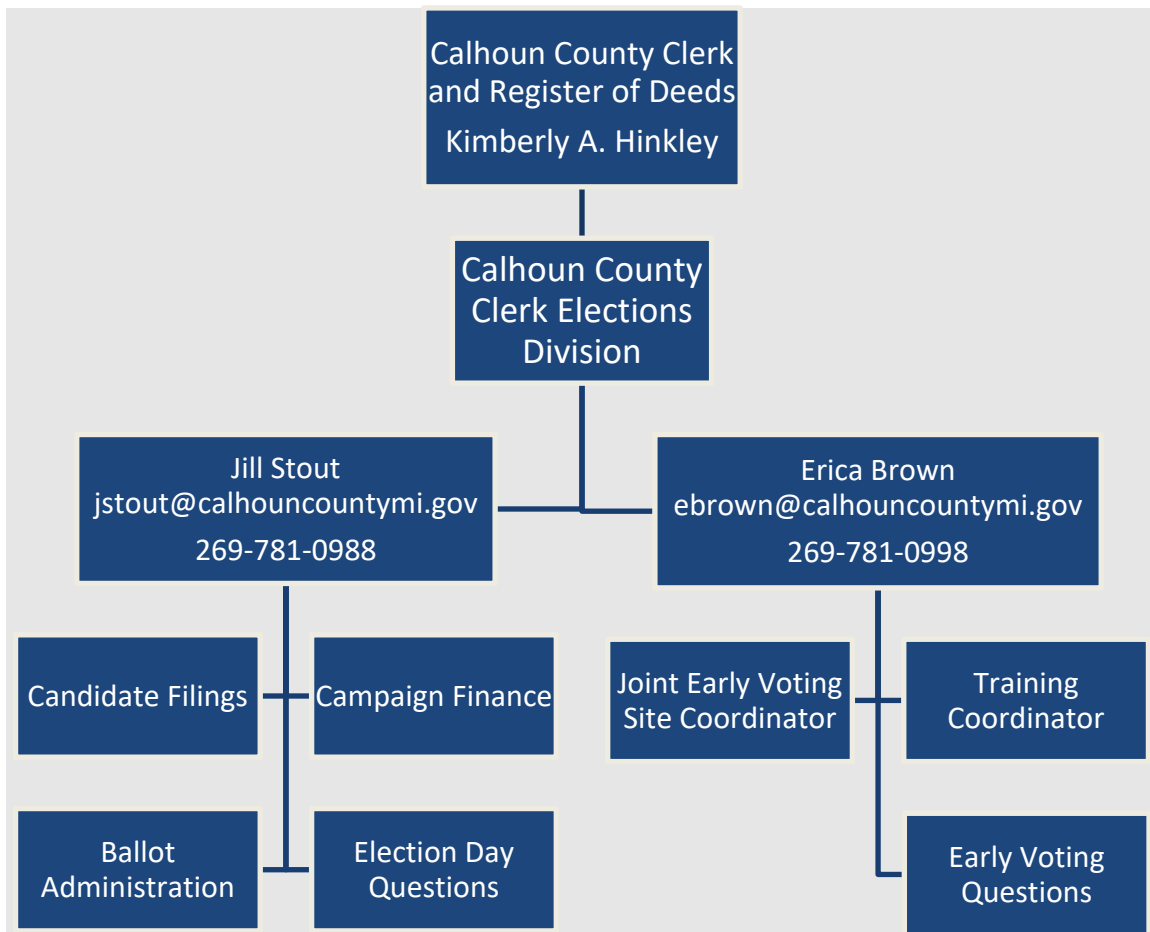
Measuring Success

- To successfully educate, engage and empower voters, the Joint Early In Person Voting Site will partner with an advertising company as well as the counties communication department. As part of this partnership, the chosen advertising company will monitor audience engagement and adjust metrics as needed to reach voters of varying socio economic and demographic profiles.
- Success will be measured based on strong voter participation.

Timelines for Communication Needs



Contact Information



**BOARD OF COMMISSIONERS'
CHAMBERS)**

69 Total Voting Booths

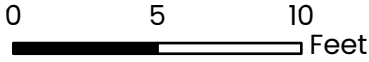
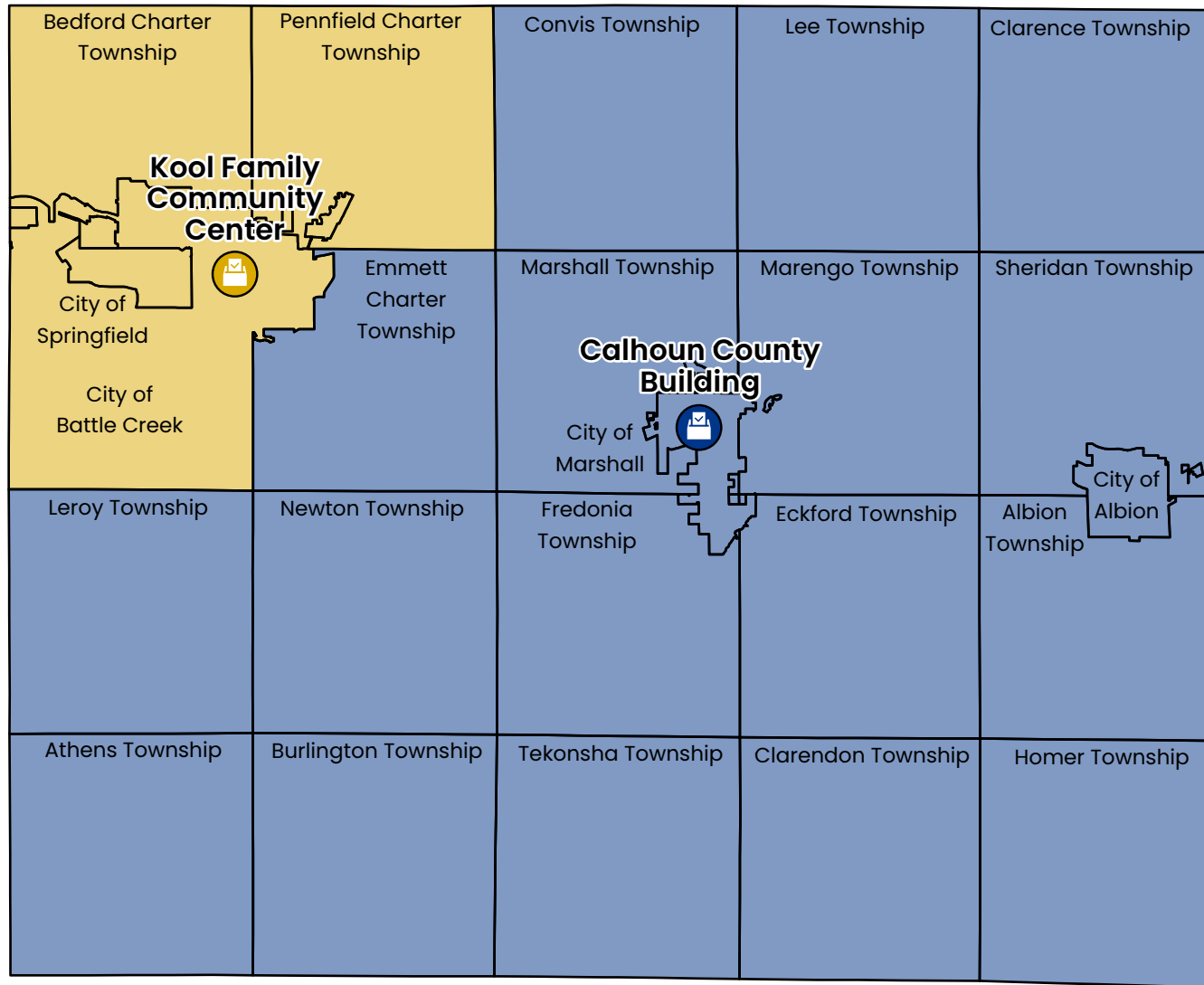
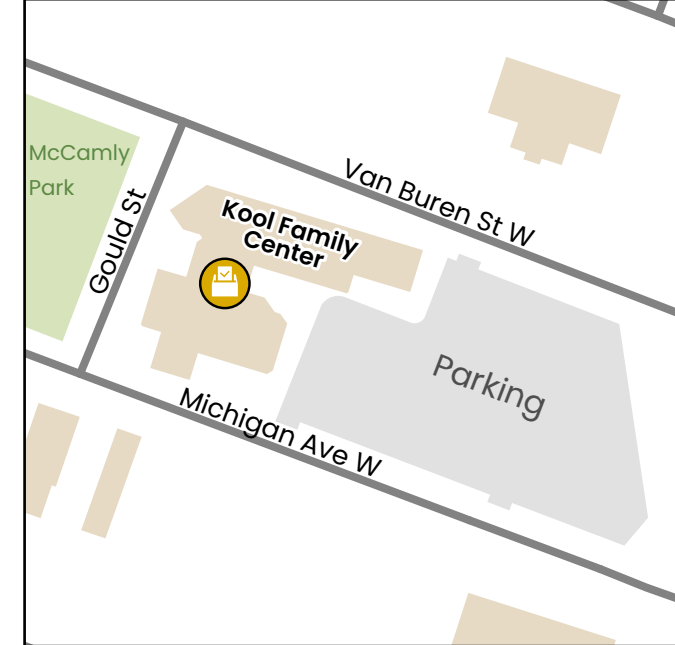


EXHIBIT F: EARLY IN PERSON VOTING LOCATION MAPS (MAP 1- CALHOUN COUNTY SITES)



Kool Family Community Center



Calhoun County Building



Kool Family Community Center

200 W Michigan Ave
Battle Creek, MI 49017

City of Battle Creek
City of Springfield
Bedford Charter Township
Pennfield Charter Township

Calhoun County Building

315 W Green St
Marshall, MI 49068

City of Albion
City of Marshall
Albion Township
Athens Township

Burlington Township
Clarence Township
Clarendon Township
Convis Township
Eckford Township
Emmett Charter Township
Fredonia Township

Homer Township
Lee Township
Leroy Township
Marengo Township
Marshall Township
Newton Township
Sheridan Township
Tekonsha Township

POLLING PLACE ACCESSIBILITY WORKSHEET

Print a copy of this worksheet for each **polling location**. Once you have completed your worksheet(s), complete and submit your information electronically via the Elections eLearning Center. You can find the online form in the eLearning Center using Browse by Subject, Polling Place Accessibility on the Homepage.

County: Calhoun

Jurisdiction Name: Joint Early In Person Voting Site- County

Name of Person Completing Form: Erica Brown

Telephone: 269-781-0998

Email Address: ebrown@calhouncountymi.gov

Date: 9/26/2023

Name of Polling Location: Calhoun County Building

of Precincts Serviced by this Polling Location: twenty- nine

Physical Address: 315 W Green St. Marshall, MI 49068

Brief Description of Polling Place: Calhoun County Building -Board of Commissioneres Chambers

(Township Hall, School Church, etc.)

Was a person with a disability advocacy group present during the evaluation of this polling place location?

YES

NO

If "Yes," enter the person's name and identify the disability advocacy group:

Name:

Disability Advocacy Group:

SECTION A: PARKING SPACES CHECKLIST

ADA STANDARD	Complies?
A1. If parking is available, count the total number of parking spaces provided for the polling place. Are the minimum number of accessible parking spaces provided, based on the total number of available parking spaces (see table below)? If more than 75, see the ADA Standards for Accessible Design, section 4.1.2, for the number of accessible parking spaces.	☒ YES NO N/A

Total Spaces for Polling Place	Required Minimum Number of Accessible Spaces
1-25	1 van-accessible space w/ min. 96 inch wide access aisle
26-50	1 space w/ min. 60 inch wide access aisle + 1 van-accessible space
51-75	2 spaces w/ min. 60 inch wide access aisle + 1 van-accessible space

A2. Does each accessible parking space have its own, or share an adjacent access aisle that is least 60 inches (5 feet) wide? [ADA Stds 4.6.3]	☒ YES NO N/A
A3. Is there at least one van-accessible parking space provided with an access aisle that is at least 96 inches (8 feet) wide or are universal parking spaces provided with a 132 inch (11feet) wide vehicle space and a 60-inch (5 feet) wide access aisle? ADA Stds 4.1.2(5), A4.6]	☒ YES NO N/A
A4. For van-accessible spaces, is there vertical clearance of at least 98 inches (8 feet -2 inches) for the vehicle route to the parking space, the parking space, the access aisle and along the vehicle route to the exit? [ADA Stds 4.6.5]	☒ YES NO N/A
A5. Are all accessible parking spaces, including the access aisle, relatively level (1 inch of rise for every 50 inches of length or 2%) in all directions? [ADA Stds 4.6.3]	☒ YES NO N/A
A6. Does each accessible parking space have a sign with the symbol of accessibility that is visible when a vehicle is parked in the space? [ADA Stds 4.6.4]	☒ YES NO N/A

A7.	If there is a curb between the access aisle and the accessible route to the building, is there a curb ramp? [ADA Std 4.7]	YES NO <u>N/A</u>
A7a.	If you answered "yes" to A7 above, is the ramp surface at least 36" wide, excluding flared sides? [ADA Std 4.7.3]	YES NO N/A
A7b.	If you answered "yes" to A7 above, is the slope (up or down the ramp) no more than one inch of vertical height for each 12 inches of length? [ADA Std 4.7.2]	YES NO N/A
A8.	Are the accessible parking spaces serving the voting area on the shortest accessible route to the accessible entrance? [ADA Std 4.6.2]	<u>YES</u> NO N/A
A9.	Does each access aisle connect to an accessible route from the parking area to the accessible building entrance? [ADA Std 4.6.2]	<u>YES</u> NO N/A

SECTION B: PASSENGER DROP-OFF AREAS CHECKLIST

ADA STANDARD		COMPLIES?
B1.	Is a relatively level (1 inch of vertical height for every 50 inches of length) access aisle provided adjacent and parallel to the side of the vehicle pull-up area? [ADA Std 4.6.6]	<u>YES</u> NO N/A
B2.	Is the vehicle space relatively level (2% maximum slope in all directions)?	<u>YES</u> NO N/A
B3.	Is the area for the access aisle at least 5-feet wide and 20-feet long? [ADA Std 4.6.6] <i>Note: Unlike an accessible parking space, the surface for the access aisle does not have to be marked or striped.</i>	<u>YES</u> NO N/A
B4.	Is the vertical height for the vehicle route to the loading zone, the drop off area, and the exit at least 114 inches (9 feet 6 inches) in height? [ADA Std 4.6.5]	<u>YES</u> NO N/A

B5.	Is a curb ramp provided between the vehicle pull up area and the access aisle or the access aisle and the accessible route to the accessible entrance? [ADA Stds 4.6.6]	YES NO N/A
B6.	If a curb ramp is provided, is the slope of the ramp surface (not counting the side flares) no more than one inch of vertical height for each 12 inches of length? [ADA Stds 4.7.2]	YES NO N/A
B7.	Is the width of the curb ramp surface at least 36 inches? [ADA Stds 4.7.3]	YES NO N/A
B8.	Does an accessible route connect the curb ramp to the accessible entrance? [ADA Stds 4.1.2(1)]	YES NO N/A

SECTION C: SIDEWALKS AND WALKWAYS CHECKLIST

ADA STANDARD		COMPLIES?
C1.	Is an accessible route provided from accessible parking spaces to the accessible entrance of the building? [ADA Stds 4.1.2(1), 4.3] <i>Note: If the accessible route crosses a vehicular route, a marked crosswalk should be used.</i>	YES NO N/A
C2.	Is an accessible route provided from public sidewalks and public transportation stops on the polling site (if provided) to the accessible entrance of the building? [ADA Stds 4.1.2(1)]	YES NO N/A
C3.	Is the accessible route at least 36 inches wide?	YES NO N/A
C4.	Is the accessible route free of steps and abrupt level changes over 1/2 inch? <i>Note: Level changes between 1/4 inch and 1/2 inch should be beveled.</i>	YES NO N/A
C5.	Where an accessible route crosses a curb is a curb ramp provided?	YES NO N/A
C5a.	If you answered "yes" to C5 above, is the ramp surface at least 36 inches wide, excluding flared sides? [ADA Stds 4.7.3]	YES NO N/A

C5b. If you answered "yes" to C5 above, is the slope (up or down the ramp) no more than is one inch of vertical height for 12 inches of length? [ADA Std 4.7.2]	YES NO N/A
C6. If the slope of part of the accessible route is greater than one inch of vertical height for 20 inches of length, does this part meet the following requirements for an accessible ramp:	
C6a. Is the ramp slope no greater than 1 inch of vertical height for every 12 inches of length? [ADA Std 4.8.2] <i>Note: For existing ramps, the slope may be (1 inch of vertical height for every 10 inches of length for a 6 inch rise and 1 inch of vertical height for every 8 inches of length for a 3 inch rise in special circumstances (see ADA Std 4.1.6(3)).</i>	YES NO N/A
C6b. Is the ramp width, measured between handrails, at least 36 inches? [ADA Std 4.8.3]	YES NO N/A
C6c. Does the ramp have a level landing at the top and bottom of each ramp section that is at least 60 inches long? [ADA Std 4.8.4] <i>Note: The level landing may be part of the sidewalk or walking surface.</i>	YES NO N/A
C6d. If a ramp is more than 30 feet long, is a level landing at least 60 inches long provided for every 30 feet of horizontal length? [ADA Std 4.8.4] <i>Note: When the running slope is less than one inch of vertical height for every 12 inches of length and more than one inch of vertical height for every 20 inches of length, each ramp segment may be up to 40 feet long followed by a level landing.</i>	YES NO N/A
C6e. Is a level landing, at least 60 inches by 60 inches, provided where a ramp changes direction? [ADA Std 4.8.4]	YES NO N/A
C6f. Are the handrails mounted between 34 and 38 inches above the ramp surface? [ADA Std 4.8.5]	YES NO N/A
C6g. If the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? [ADA Std 4.8.7]	YES NO N/A

SECTION D: BUILDING ENTRANCE CHECKLIST

ADA STANDARD	COMPLIES?
D1. Is there at least one accessible entrance connected to an accessible route? [ADA Stds 4.1.3(1)] <i>Notes: If this entrance is not the main entrance, it needs to be kept unlocked during voting hours. If there are inaccessible entrances serving the polling place, signs will be needed at inaccessible entrance(s) to direct voters to the nearest accessible entrance.</i>	YES NO N/A
D2. Does at least one door or one side of a double leaf door at the accessible entrance provide at least 32 inches of clear passage width when the door is open 90 degrees?	YES NO N/A
D3. Is the door hardware (e.g., lever, pull, panic bar) usable with one hand without tight grasping, pinching, or twisting of the wrist? [ADA Stds 4.13.9]	YES NO N/A
D4. On the pull side of the door, is there at least 18 inches clearance provided to the side of the latch if the door is not automatic or power-operated? [ADA Stds 4.13.6] <i>Note: The maximum threshold height is 1/2 inch for new construction.</i>	YES NO N/A
D5. If there is a raised threshold, is it no higher than 3/4 inch at the door and beveled on both sides? [ADA Stds 4.1.6(3)(d)(ii), 4.13.8]	YES NO N/A
D6. If an entry has a vestibule, is there a 30-inch by 48-inch clear floor space inside the vestibule where a wheelchair or scooter user can be outside the swing of a hinged door? [ADA Stds 4.13.7]	YES NO N/A

SECTION E: HALLS AND CORRIDORS CHECKLIST

ADA STANDARD	COMPLIES?
E1. Is there an accessible route, at least 36 inches wide that connects the accessible entrance to the voting area (the accessible route may narrow to 32 inches wide for up to 2 feet of length)?	YES NO N/A
E2. Is the accessible route free of steps and abrupt level changes over 1/2 inch (level changes between 1/4 inch and 1/2 inch should be beveled)? [ADA Stds 4.1.3(1), 4.3.8]	YES NO N/A

E3. Does the route from the accessible entrance to the voting area change levels using a ramp, lift or elevator? <i>If N/A, go to question E-7.</i>	YES NO N/A
E3a. If you answered "yes" to E3 above, is a ramp or sloped hallway provided? If yes, go to question E-4. <i>Note: A ramp, lift, or elevator can be used to provide access to floor levels.</i>	YES NO N/A
E3b. If you answered "yes" to E3 above, is an elevator provided or lift provided? If an elevator is provided, go to question E-5. If a lift is provided, go to question E-6.	YES NO N/A
E4. Where the slope of the accessible route is greater than 1 inch of vertical height for every 20 inches of length, does this part of the accessible route meet the following requirements for an accessible ramp:	
E4a. Is the slope no greater than 1 inch of vertical height for every 12 inches of length? [ADA Stds 4.8.2] <i>Note: For existing ramps, the slope may be 1 inch of vertical height for every 10 inches of length for a 6 inch rise and 1 inch of vertical height for every 8 inches of length for a 3 inch rise in special circumstances, see ADA Standards 4.1.6(3).</i>	YES NO N/A
E4b. Is the ramp width, measured between handrails, at least 36 inches? [ADA Stds 4.8.3]	YES NO N/A
E4c. Are the handrails mounted between 34 and 38 inches above the ramp surface? [ADA Stds 4.8.5]	YES NO N/A
E4d. If a ramp is more than 30 feet long, is a level landing at least 60 inches long provided every 30 feet of horizontal length? [ADA Stds 4.8.4] <i>Note: When the running slope is less than one inch of vertical height for every 12 inches of length and more than one inch of vertical height for every 20 inches of length, each ramp segment may be up to 40 feet long followed by a level landing.</i>	YES NO N/A
E4e. Does the ramp have a level landing at the top and bottom of each ramp section that is at least 60 inches long? [ADA Stds 4.8.4] <i>Note: The level landing may be part of the sidewalk or walking surface.</i>	YES NO N/A

E4f.	Is a level landing, at least 60 inches by 60 inches, provided where a ramp changes direction? [ADA Std 4.8.4]	YES NO N/A
E4g.	If the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? [ADA Std 4.8.7]	YES NO N/A
E5.	Is an elevator provided to access the voting area level?	YES NO N/A
E5a.	Are the elevator call buttons mounted in an accessible location with the centerlines at 42 inches above the floor? [ADA Std 4.10.3]	YES NO N/A
E5b.	Does the floor area of the elevator car provide space for wheelchair users to enter, reach the controls, and exit the car? [ADA Std 4.10.9]	YES NO N/A
E5c.	Are the highest floor control buttons in the elevator cab mounted no more than 54 inches above the floor for a side reach or 48 inches for forward reach?	YES NO N/A
E5d.	Are raised letters and Braille characters used to identify each floor button and each control? [ADA Std 4.10.12]	YES NO N/A
E5e.	Are signs mounted on both sides of the elevator hoistway door opening that designate the floor with 2-inch minimum-height raised letters and Braille characters centered at 60 inches above the floor? [ADA Std 4.10.5]	YES NO N/A
E5f.	Is the elevator equipped with audible tones or bells or verbal annunciators that announce each floor as it is passed? [ADA Std 4.10.13]	YES NO N/A
E6.	If a wheelchair lift is provided, does it meet the following requirements:	
E6a.	Is the lift operational at the time of the survey?	YES NO N/A
E6b.	Is the change in level from the floor to the lift surface ramped or beveled?	YES NO N/A

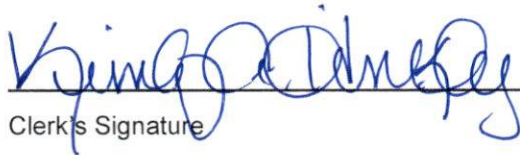
E6c.	Is there at least a 30-inch by 48-inch clear floor space on the wheelchair lift?	YES NO N/A
E6d.	Does the lift allow a wheelchair user unassisted entry, operation, and exit?	YES NO N/A
E6e.	Are the controls and operating mechanisms mounted no more than 54 inches above the floor for a side reach or 48 inches for a forward reach?	YES NO N/A
E6f.	Are the controls and operating mechanisms usable with one hand without tight grasping, pinching, or twisting?	YES NO N/A
E7.	At each location on the way to the voting area where the accessible route passes through a door or doors, does <u>at least one door</u> meet all of the following requirements (E7a through E7d)?	☒ YES ☐ NO N/A
E7a.	The clear width for the door opening is at least 32 inches measured when the door is open 90 degrees. [ADA Std 4.1.3(7), 4.13.5]	
E7b.	The door hardware (e.g., lever, pull, push, panic bar) is usable with one hand, without tight grasping, pinching, or twisting of the wrist, to allow people who may not be able to easily use one or both hands to fully operate the hardware. [ADA Std 4.13.9]	
E7c.	There is clear maneuvering floor space in front of each accessible door. In addition, on the pull side, there is at least 18 inches clear floor space beyond the latch side of the door. [ADA Std 4.13.6]	
E7d.	No more than 5 pounds of force is needed to push or pull open the accessible door. <i>Note: Fire doors are still considered to be accessible if they have the minimum opening force allowable by the appropriate administrative authority.</i>	

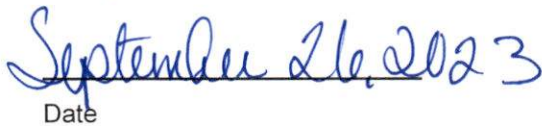
SECTION F: VOTING AREA CHECKLIST

ADA STANDARD	COMPLIES?
F1. Is there an accessible entrance to the voting area?	☒ YES NO N/A

F2.	Within the voting area, is adequate space available on the accessible level for check-in tables, a voting demonstration area (if provided), and at least one accessible voting station?	☒ YES ☐ NO ☐ N/A
F3.	Is the voting area free of objects that protrude from the side more than 4 inches into the route with the bottom of the object more than 27 inches above the floor? [ADA Stds. 4.4] <i>Note: These objects may be wall mounted or free standing. Items to check include wall-mounted fire extinguishers, light fixtures, coat hooks, shelves, and display cases.</i>	☒ YES ☐ NO ☐ N/A
F4.	Is the voting area free of overhead objects that voters may pass under with the bottom edge lower than 80 inches above the floor?	☒ YES ☐ NO ☐ N/A

End of Checklist


Clerk's Signature


Date

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: October 16, 2023
SUBJECT: **BROOKS FIELD ENGINEERING CONTRACT**

Last year, the city approved a 5-year agreement with Mead & Hunt to perform necessary engineering work at Brooks Field, as required by MDOT regulations. The approved CIP has a planned project in 2024 for Brooks Field with the rehabilitation of the West Parallel Taxiway and North Apron.

Under the Mead & Hunt agreement, the City will approve specific contracts on each individual project. Mead & Hunt has submitted a contract to complete the engineering for the proposed project with a fee of \$68,770. This was reviewed by MDOT and found to be reasonable within the scope of the proposed work. Staff is recommending approval of the proposed contract with Mead & Hunt.

BUDGET IMPACT:

95% of these costs will be covered through our annual state and federal airport allocations. The City will be responsible for 5% of the contract cost, which equals \$3,438.50. This amount has been budgeted in the current fiscal year.

RECOMMENDATION:

Approve the contract with Mead & Hunt for the design and contract administration of the West Parallel Taxiway and North Apron Rehabilitation project in the amount of \$68,770 and authorize the City Clerk and City Manager to sign the necessary documents.



323 W Michigan Ave, Marshall, MI 49068
P 269.781.5183 F 269.781.3835
cityofmarshall.com

October 16, 2023

Zach Bormet
Michigan Department of Transportation
Office of Aeronautics
2700 Port Lansing Road
Lansing, MI 48906

RE: Project No. 132391 and 208675
Design Rehabilitate West Parallel Taxiway and North Apron
Brooks Field Project Consultant Agreement

Dear Mr. Bormet:

Enclosed please find a copy of the project consultant agreement for the design of the rehabilitation of the west parallel taxiway and north apron at the City of Marshall's Brooks Field, for your files. A comparative analysis was completed to determine if the contract was reasonable in agreement with Federal Aviation Administration AC 150/5100-14. The airport has reviewed projects that are similar in scope of work and based on these comparisons, we have determined that the proposed hours and fee are considered fair and reasonable.

If you have any questions, please contact Eric Zuzga at 269-558-0354 or ezuzga@cityofmarshall.com.

Sincerely,

Derek Perry
City Manager

cc: Ben Hoover, Mead & Hunt
Eric Zuzga, City of Marshall

Consultant Fee – Similar Projects

Sponsor: City of Marshall

Airport: Brooks Field (RMY)

Project Description: Rehabilitate Apron-North -Design, Rehabilitate Taxiway-West Parallel-Design

MDOT Job/Concept No.: 208675, 132391

Proposed Consultant Fee (Design): **\$68,770.00**

Contract Hours: 352

Estimated Construction Cost: **\$790,000**

The design fee presents approximately **8.7%** of the estimated construction cost, Design projects are similar in scope of work are shown for reference in the table below:

Airport	Project	Year	Contract Hours	Design Fee	Construction Estimate	Percentage
Grand Ledge	Parallel Taxiway and Terminal Apron Rehabilitation	2021	674	\$92,899.18	\$848,833	10.9%
Sparta	Reconstruct Apron-Terminal (including Expansion)-Design	2023	672	\$84,600	\$495,000	17%
Marlette	Rehabilitate Taxiway-A, B, & (3) Taxilanes-Design	2023	634	\$98,744	\$1,413,005	6.98%

October 2008

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICE

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

City of Marshall

323 West Michigan Avenue

Marshall, MI 49068

and the Engineer, hereinafter referred to as the CONSULTANT,

Mead & Hunt, Inc.

2605 Port Lansing Road

Lansing, MI 48906

for the following PROJECT:

Location: Brooks Field Airport

Marshall, MI

Description: Design Rehabilitate West Parallel Taxiway and

North Apron

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

MDOT Job No.: 132391 (apron) 208675 (taxiway)

Mead & Hunt Project No.: 1340300-231864.01

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

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

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

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

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1 – DESCRIPTION OF WORK TO BE DONE

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

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

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

Element 1.12 - Engineering Survey

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

Element 1.13 - Detailed Construction Plans and Specifications

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

design and ethical practices of professional engineers. The CONSULTANT will also furnish one set of review plans if requested.

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

Element 1.14 - Estimate of Probable Construction Cost

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

Element 1.15 - Engineering Report

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

Element 1.16 - Users Conference (if required)

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

Element 1.17 - Obligations of SPONSOR or AERO to CONSULTANT

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

- 1) As-constructed plans.
- 2) Pavement design data/pavement condition index.
- 3) Soil borings, analysis, and classification.

- 4) Drainage design data.
- 5) Topographic notes and maps.
- 6) Approach data and zoning maps.
- 7) Property maps, including fee ownership and easements, and land descriptions.
- 8) All local, state, federal ordinances, regulations, or laws affecting the project.
- 9) Aerial photography, prints, topographic maps, etc.

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

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

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

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

Element 1.18 - Conferences and Meetings

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

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the SPONSOR and to be held at the project site.
- 2) Progress meetings to be determined by the SPONSOR will be held at the office of the SPONSOR and attended by the CONSULTANT to apprise the SPONSOR of progress, to resolve any problems, to answer questions, and for general coordination.

- 3) Upon completion by the CONSULTANT of final plans, specifications, cost estimates, and engineering report, the CONSULTANT will submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the SPONSOR and participating governmental agencies, a meeting called by the SPONSOR may be held to review final plans with the SPONSOR and participating governmental agencies at the project site.
- 4) Upon determination of the estimated construction time schedule, a users conference as provided under Element 1.16 is to be called by the SPONSOR, to be held at a location designated by the SPONSOR.
- 5) Upon advertising the project for bids, the CONSULTANT and the SPONSOR or AERO will hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Any addendum information necessary will be submitted in a timely manner to the bidding agency by the CONSULTANT. In addition, any bids over the engineers' construction estimate by ten (10) percent or more will be sufficiently justified before proceeding with award or recommended rejected by the CONSULTANT.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

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

Element 1.21 - Pre-Construction Conference

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

Element 1.22 - General Information and Coordination

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

Element 1.23 - Engineering Survey and Layout as May be Applicable

The CONSULTANT will take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The CONSULTANT will stake out the work for line and grade. The stake out will consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more

than twenty-five (25) feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty (50) feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All benchmarks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including benchmarks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

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

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

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

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

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

Element 1.27 - Weekly Reports

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

Element 1.28 - Final Inspection

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

Element 1.29 - Final Quantities - As-Constructed Plans

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

Element 1.30 - Equipment

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

SUBCONSULTANT SERVICES (3)**Element 1.31 - Subconsultant Service**

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

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION**DESIGN PHASE (1)****Element 2.11 - Time of Beginning**

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

Element 2.12 - Time for Completion

The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval One Hundred Twenty (120) calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)**Element 2.21 - Time of Beginning**

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

Element 2.22 - Time for Completion

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

ARTICLE 3 – PAYMENT

Element 3.1 - Fee

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

Phase 1 Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of Sixty-Eight Thousand Seven Hundred Seventy and 0/100 Dollars (\$68,770.00). A breakdown of the cost is included as Attachment C.

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

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

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee of (to be negotiated as an Amendment to this Contract, upon completion of design and advertising for bids).

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

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

Progress payments for completed work will be based on the following schedule of payments:

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

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

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each

payment the CONSULTANT receives from the State of Michigan or SPONSOR. The CONSULTANT agrees further to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the SPONSOR or AERO. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

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

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

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

ARTICLE 4 – MISCELLANEOUS PROVISIONS

Element 4.1 - Miscellaneous Provisions

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

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

Element 4.2 - Ownership of Documents

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

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

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

Element 4.3 - Changes in Work

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work described in this Contract, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the revised or additional work will be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT.

Element 4.4 - Delays and Extensions

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

Element 4.5 - Insurance and Liability

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

Element 4.6 - General Compliance with Laws

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

Element 4.7 - Subletting, Assignment and Transfer

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

Element 4.8 - CONSULTANT's Endorsement

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

Element 4.9 - Disputes

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

Element 4.10 - Responsibility for Claims and Liability

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

Element 4.11 - Assignment of Antitrust Rights

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

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

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

Element 4.12 - Prohibition of Discrimination in State Contracts

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

Element 4.13 – Additional Provisions

Additional provisions of this Contract are included as Attachment B.

Element 4.14 – Non-Construction Requirements

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

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

ACCEPTED BY THE SPONSOR

Witness:

City of Marshall

332 West Michigan Avenue

Marshall, MI 49068

BY: _____

Authorized Representative of SPONSOR

NAME: _____

.....
ACCEPTED BY THE CONSULTANT

Witness:

Cheryl L. Bartley
Cheryl L. Bartley

Mead & Hunt, Inc.

CONSULTANT

2605 Port Lansing Road

Street Address

Lansing, MI 48906

City, State & Zip Code

BY: _____

Robert Leisenring
Authorized Representative

NAME: _____

Robert Leisenring

INCLUDE THIS PAGE IN ALL CONTRACTS!!

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

SCHEDULE OF ATTACHMENTS

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit

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information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

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

ATTACHMENT B

Additional Provisions

none

ATTACHMENT C

Cost Breakdown

Design Engineering Fee

AIRPORT: Brooks Field
LOCATION: Marshall, MI
PROJECT DESCRIPTION: Rehabilitate West Parallel Taxiway and North Apron
CALENDAR DAYS IN CONTRACT: 120

PROJECT NUMBER: 1340300-231864.01
DATE: September 8, 2023
REV. DATE:

MEAD & HUNT PROJECT COST BY PHASE		DIRECT LABOR	OVERHEAD 1.8692	FIXED FEE 11%	TOTAL LABOR FEE	EXPENSES	TOTAL
PHASE I - CONTRACT ADMINISTRATION							
1.0	Project Scoping	\$515.00	\$962.64	\$155.21	\$1,632.85		
2.0	Prepare Contract and Subcontracts	\$271.00	\$506.55	\$85.53	\$863.08		
3.0	Project Coordination	\$454.00	\$848.62	\$143.29	\$1,445.91		
4.0	DBE Plan or Update	\$61.00	\$114.02	\$19.25	\$194.27		
5.0	Grant Application and Administration	\$0.00	\$0.00	\$0.00	\$0.00		
6.0	Project Closeout	\$98.00	\$183.18	\$30.93	\$312.11		
TOTAL PHASE I - CONTRACT ADMINISTRATION		\$1,399.00	\$2,615.01	\$434.21	\$4,448.22	\$107.00	\$4,555.22
PHASE II - PRELIMINARY DESIGN (30%)							
7.0	Topographic Survey	\$1,181.00	\$2,207.53	\$372.74	\$3,761.27		
8.0	Geotechnical Investigation	\$567.00	\$1,059.84	\$178.95	\$1,805.79		
9.0	Runway Design Code/Taxiway Design Group Validations	\$497.00	\$928.99	\$156.86	\$1,582.85		
10.0	Prepare Project Geometrics	\$410.00	\$766.37	\$129.40	\$1,305.77		
11.0	Prepare FAA Pavement Design Report	\$253.00	\$472.91	\$79.85	\$805.76		
12.0	Prepare Preliminary Surface Grading and Drainage Analysis	\$890.00	\$1,663.59	\$280.89	\$2,834.48		
13.0	Prepare Preliminary Cost Estimate	\$314.00	\$586.93	\$99.10	\$1,000.03		
14.0	Prepare Preliminary Design Report	\$543.00	\$1,014.98	\$171.38	\$1,729.36		
15.0	Prepare FAA Form 7460	\$0.00	\$0.00	\$0.00	\$0.00		
16.0	Prepare ALP Update	\$0.00	\$0.00	\$0.00	\$0.00		
17.0	Prepare Environmental Documentation	\$0.00	\$0.00	\$0.00	\$0.00		
18.0	Project Coordination	\$342.00	\$639.27	\$107.94	\$1,089.21		
19.0	Project Meetings	\$898.00	\$1,678.54	\$283.42	\$2,859.96		
TOTAL PHASE II - PRELIMINARY DESIGN (30%)		\$5,895.00	\$11,018.95	\$1,860.53	\$18,774.48	\$489.20	\$19,263.68
PHASE III - FINAL DESIGN (60%, 90%, Final)							
20.0	Prepare Preliminary Plans	\$2,914.00	\$5,446.85	\$919.69	\$9,280.54		
21.0	Prepare Preliminary Specifications	\$643.00	\$1,201.90	\$202.94	\$2,047.84		
22.0	Prepare Final Surface Drainage Analysis	\$253.00	\$472.91	\$79.85	\$805.76		
23.0	Prepare Lighting Layout and Circuit Calculations	\$0.00	\$0.00	\$0.00	\$0.00		
24.0	Update Airport Guidance Sign Plan	\$0.00	\$0.00	\$0.00	\$0.00		
25.0	Erosion Control Plan	\$109.00	\$203.74	\$34.40	\$347.14		
26.0	Compile and Edit Permits	\$157.00	\$293.46	\$49.55	\$500.01		
27.0	Prepare Modifications of Standards	\$1,069.00	\$1,998.17	\$337.39	\$3,404.56		
28.0	Prepare Cost Estimate at 60% Complete	\$314.00	\$586.93	\$99.10	\$1,000.03		
29.0	Conduct Plan Review at 60% Complete	\$340.00	\$635.53	\$107.31	\$1,082.84		
30.0	Update Plans to 90%	\$1,186.00	\$2,216.87	\$374.32	\$3,777.19		
31.0	Update Cost Estimate and Specifications to 90% Complete	\$314.00	\$586.93	\$99.10	\$1,000.03		
32.0	Conduct Plan Review at 90% Complete	\$558.00	\$1,043.01	\$176.11	\$1,777.12		
33.0	Prepare Final Plans and Specifications	\$351.00	\$656.09	\$110.78	\$1,117.87		
34.0	Prepare Final Cost Estimate	\$314.00	\$586.93	\$99.10	\$1,000.03		
35.0	Prepare Final Engineers Design Report	\$255.00	\$476.65	\$80.48	\$812.13		
36.0	Prepare Advertisement for Bids	\$98.00	\$183.18	\$30.93	\$312.11		
37.0	Project Coordination	\$281.00	\$525.25	\$88.69	\$894.94		
38.0	Project Meetings	\$558.00	\$1,043.01	\$176.11	\$1,777.12		
TOTAL PHASE III - FINAL DESIGN (60%, 90%, Final)		\$9,714.00	\$18,157.41	\$3,065.85	\$30,937.26	\$248.00	\$31,185.26
PHASE IV - BID ADMINISTRATION							
39.0	Furnish Bid Documents	\$135.00	\$252.34	\$42.61	\$429.95		
40.0	Respond to Bidders Questions	\$159.00	\$297.20	\$50.18	\$506.38		
41.0	Prepare and Distribute Addenda	\$159.00	\$297.20	\$50.18	\$506.38		
42.0	Pre-Bid Conference	\$558.00	\$1,043.01	\$176.11	\$1,777.12		
43.0	Bid Opening	\$98.00	\$183.18	\$30.93	\$312.11		
44.0	Bid Review and Bid Tabulation	\$135.00	\$252.34	\$42.61	\$429.95		
45.0	Prepare Recommendation for Award	\$135.00	\$252.34	\$42.61	\$429.95		
TOTAL PHASE IV - BID ADMINISTRATION		\$1,379.00	\$2,577.61	\$435.23	\$4,391.84	\$124.00	\$4,515.84
TOTAL MEAD & HUNT FEES		\$18,387.00	\$34,368.98	\$5,795.82	\$58,551.80	\$968.20	\$59,520.00

DIRECT SUBCONSULTANTS		Fee
8.0	Geotechnical Investigation - GeoTran	\$9,250.00
TOTAL DIRECT SUB CONSULTANTS		\$9,250.00

TOTAL DESIGN ENGINEERING FEE \$68,770.00

Item No.	Sr Project Engineer \$75.00	Project Engineer \$61.00	Senior Engineer \$53.00	Engineer 3 \$48.00	Engineer Tech 4 \$45.00	Engineer Tech 2 \$35.00	Engineer Tech 1 \$27.00	Admin Asst \$37.00	Project Planner \$61.00	Total Hours		Cost Summary
PHASE I - CONTRACT ADMINISTRATION												
1.0 Project Scoping												
1.1 Preliminary meeting with the Sponsor	0	2	0	0	0	0	0	0	0	2		\$122.00
1.2 Prepare project scope of work and proposal	1	4	0	0	0	0	0	2	0	7		\$393.00
Estimated Total Man-hours	1	6	0	0	0	0	0	2	0	9		
Summary Costs	\$75.00	\$366.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74.00	\$0.00			\$515.00
2.0 Prepare Contract and Subcontracts												
Estimated Total Man-hours	1	2	0	0	0	0	0	2	0	5		\$271.00
Summary Costs	\$75.00	\$122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74.00	\$0.00			\$271.00
3.0 Project Coordination												
Estimated Total Man-hours	1	4	0	0	0	0	0	2	1	8		\$454.00
Summary Costs	\$75.00	\$244.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74.00	\$61.00			\$454.00
4.0 DBE Plan or Update												
Estimated Total Man-hours	0	1	0	0	0	0	0	0	0	1		\$61.00
Summary Costs	\$0.00	\$61.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$61.00
5.0 Grant Application and Administration												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
6.0 Project Closeout												
Estimated Total Man-hours	0	1	0	0	0	0	0	1	0	2		\$98.00
Summary Costs	\$0.00	\$61.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00			\$98.00
Expenses											Rate	
Auto Rental	0	1	0	0	0	0	0	0	0	1 Days	\$90.00	\$90.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.655	\$0.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$130.00	\$0.00
Meals/Day	0	0	0	0	0	0	0	0	0	0 Days	\$50.00	\$0.00
Meals/Trip	0	1	0	0	0	0	0	0	0	1 Trips	\$17.00	\$17.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Expenses												\$107.00
PHASE I - CONTRACT ADMINISTRATION TOTAL												\$1,506.00

Item No.	Sr Project Engineer \$75.00	Project Engineer \$61.00	Senior Engineer \$53.00	Engineer 3 \$48.00	Engineer Tech 4 \$45.00	Engineer Tech 2 \$35.00	Engineer Tech 1 \$27.00	Admin Asst \$37.00	Project Planner \$61.00	Total Hours		Cost Summary
PHASE II - PRELIMINARY DESIGN (30%)												
7.0 Topographic Survey												
7.1 Coordination to collect existing data and locate utilities	0	1	0	0	1	0	0	0	0	2		\$106.00
7.2 Survey control	0	1	0	4	4	0	0	0	0	9		\$433.00
7.3 Field work	0	0	0	4	8	0	0	0	0	12		\$552.00
7.4 Convert survey data for design software	0	0	0	0	2	0	0	0	0	2		\$90.00
Estimated Total Man-hours	0	2	0	8	15	0	0	0	0	25		
Summary Costs	\$0.00	\$122.00	\$0.00	\$384.00	\$675.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,181.00
8.0 Geotechnical Investigation												
8.1 Coordination to schedule geotechnical work	0	1	0	0	0	0	0	0	0	1		\$61.00
8.2 Establish project testing requirements	0	1	0	0	0	0	0	0	0	1		\$61.00
8.3 Field work and laboratory testing	0	0	0	8	0	0	0	0	0	8		\$384.00
8.4 Analyze data	0	1	0	0	0	0	0	0	0	1		\$61.00
Estimated Total Man-hours	0	3	0	8	0	0	0	0	0	11		
Summary Costs	\$0.00	\$183.00	\$0.00	\$384.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$567.00
9.0 Runway Design Code/Taxiway Design Group Validations												
9.1 Data collection	0	2	0	0	0	2	0	0	1	5		\$253.00
9.2 Review meeting	0	2	0	0	0	0	0	0	2	4		\$244.00
Estimated Total Man-hours	0	4	0	0	0	2	0	0	3	9		
Summary Costs	\$0.00	\$244.00	\$0.00	\$0.00	\$0.00	\$70.00	\$0.00	\$0.00	\$183.00			\$497.00
10.0 Prepare Project Geometrics												
Estimated Total Man-hours	0	2	0	6	0	0	0	0	0	8		\$410.00
Summary Costs	\$0.00	\$122.00	\$0.00	\$288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$410.00
11.0 Prepare FAA Pavement Design Report												
Estimated Total Man-hours	0	1	0	4	0	0	0	0	0	5		\$253.00
Summary Costs	\$0.00	\$61.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$253.00
12.0 Prepare Preliminary Surface Grading and Drainage Analysis												
Estimated Total Man-hours	0	2	0	16	0	0	0	0	0	18		\$890.00
Summary Costs	\$0.00	\$122.00	\$0.00	\$768.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$890.00
13.0 Prepare Preliminary Cost Estimate												
13.1 Calculate estimated preliminary quantities	0	1	0	2	0	0	0	0	0	3		\$157.00
13.2 Prepare preliminary cost estimate	0	1	0	2	0	0	0	0	0	3		\$157.00
Estimated Total Man-hours	0	2	0	4	0	0	0	0	0	6		
Summary Costs	\$0.00	\$122.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$314.00
14.0 Prepare Preliminary Design Report												
Estimated Total Man-hours	0	2	0	8	0	0	0	1	0	11		\$543.00
Summary Costs	\$0.00	\$122.00	\$0.00	\$384.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00			\$543.00
14.0 Prepare FAA Form 7460												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
14.0 Prepare ALP Update												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
17.0 Prepare Environmental Documentation												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
18.0 Project Coordination												
Estimated Total Man-hours	0	4	0	0	0	0	0	1	1	6		\$342.00
Summary Costs	\$0.00	\$244.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.00	\$61.00			\$342.00
19.0 Project Meetings												
19.1 Present preliminary design, alternatives, and recommendations to Sponsor	0	6	0	4	0	0	0	0	0	10		\$558.00
19.2 Coordination meetings	0	4	0	2	0	0	0	0	0	6		\$340.00
Estimated Total Man-hours	0	10	0	6	0	0	0	0	0	16		
Summary Costs	\$0.00	\$610.00	\$0.00	\$288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$898.00
Expenses											Rate	
Auto Rental	0	1	0	1	0	0	0	0	0	2 Days	\$90.00	\$180.00
Mileage	0	0	0	0	240	0	0	0	0	240 Miles	\$0.655	\$157.20
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$130.00	\$0.00
Meals/Day	0	0	0	0	0	0	0	0	1	1 Days	\$50.00	\$50.00
Meals/Trip	0	1	0	3	2	0	0	0	0	6 Trips	\$17.00	\$102.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Expenses												\$489.20
PHASE II - PRELIMINARY DESIGN (30%) TOTAL												\$6,384.20

Item No.	Sr Project Engineer \$75.00	Project Engineer \$61.00	Senior Engineer \$53.00	Engineer 3 \$48.00	Engineer Tech 4 \$45.00	Engineer Tech 2 \$35.00	Engineer Tech 1 \$27.00	Admin Asst \$37.00	Project Planner \$61.00	Total Hours	Cost Summary
PHASE III - FINAL DESIGN (60%, 90%, Final)											
20.0 Prepare Preliminary Plans											
General											
Cover Sheet, Sheet Index, & Symbols	0	1	0	1	0	0	0	0	0	2	\$109.00
Legend & Abbreviations	0	0	0	1	0	0	0	0	0	1	\$48.00
General Notes	0	0	0	1	0	0	0	0	0	1	\$48.00
Project Layout Plan	0	0	0	2	0	0	0	0	0	2	\$96.00
Survey Control Plan	0	0	0	2	0	0	0	0	0	2	\$96.00
Project Quantity Tables	0	0	0	2	0	0	0	0	0	2	\$96.00
Construction Safety & Phasing Plan	0	2	0	4	0	0	0	0	0	6	\$314.00
Geotechnical											
Plan & Log of Soil Borings	0	0	0	2	0	0	0	0	0	2	\$96.00
Civil - General											
Civil Legend	0	0	0	1	0	0	0	0	0	1	\$48.00
Erosion Control Plans	0	0	0	1	0	0	0	0	0	1	\$48.00
Erosion Control Details	0	0	0	1	0	0	0	0	0	1	\$48.00
Storm Water Management Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Demolition Plans	0	1	0	4	0	0	0	0	0	5	\$253.00
Demolition Details	0	0	0	1	0	0	0	0	0	1	\$48.00
Geometrics	0	1	0	4	0	0	0	0	0	5	\$253.00
Existing Contours	0	0	0	2	0	0	0	0	0	2	\$96.00
Civil - Site											
Grading & Drainage Plans	0	2	0	6	0	0	0	0	0	8	\$410.00
Intersection Details	0	0	0	1	0	0	0	0	0	1	\$48.00
Plan & Profiles	0	1	0	4	0	0	0	0	0	5	\$253.00
Typical Sections	0	1	0	2	0	0	0	0	0	3	\$157.00
Paving Details	0	0	0	1	0	0	0	0	0	1	\$48.00
Jointing Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Jointing Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Pavement Grooving Plan	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - Utility											
Plan & Profiles	0	0	0	0	0	0	0	0	0	0	\$0.00
Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - Sewer											
Plan & Profiles	0	0	0	0	0	0	0	0	0	0	\$0.00
Sewer Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - Water											
Water Distribution Plan	0	0	0	0	0	0	0	0	0	0	\$0.00
Water Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - Storm Sewer											
Plan & Profiles	0	0	0	0	0	0	0	0	0	0	\$0.00
Drainage Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Inlet Layout Plan	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - Gas											
Gas Distribution Plan	0	0	0	0	0	0	0	0	0	0	\$0.00
Gas Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - Fencing											
Fencing Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Fencing Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Gate Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - Marking											
Marking Plans	0	1	0	4	0	0	0	0	0	5	\$253.00
Marking Details	0	0	0	1	0	0	0	0	0	1	\$48.00
Signing Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Signing Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - X-Sections											
Cross Sections	0	0	0	0	0	0	0	0	0	0	\$0.00
Electrical											
Electrical Removal Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Electrical Layout Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Existing Signage Plan	0	0	0	0	0	0	0	0	0	0	\$0.00
Proposed Signage Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Sign Legend	0	0	0	0	0	0	0	0	0	0	\$0.00
Electrical Vault Layout	0	0	0	0	0	0	0	0	0	0	\$0.00
Wiring Diagrams	0	0	0	0	0	0	0	0	0	0	\$0.00
Electrical Details	0	0	0	0	0	0	0	0	0	0	\$0.00
NAVAID Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Estimated Total Man-hours	0	10	0	48	0	0	0	0	0	58	
Summary Costs	\$0.00	\$610.00	\$0.00	\$2,304.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,914.00

Item No.	Sr Project Engineer \$75.00	Project Engineer \$61.00	Senior Engineer \$53.00	Engineer 3 \$48.00	Engineer Tech 4 \$45.00	Engineer Tech 2 \$35.00	Engineer Tech 1 \$27.00	Admin Asst \$37.00	Project Planner \$61.00	Total Hours		Cost Summary
21.0 Prepare Preliminary Specifications												
21.1 Prepare preliminary technical specifications	0	2	0	6	0	0	0	0	0	8		\$410.00
21.2 Prepare preliminary contract documents	0	1	0	0	0	0	0	2	0	3		\$135.00
21.3 Prepare preliminary special provisions	0	1	0	0	0	0	0	1	0	2		\$98.00
Estimated Total Man-hours	0	4	0	6	0	0	0	3	0	13		
Summary Costs	\$0.00	\$244.00	\$0.00	\$288.00	\$0.00	\$0.00	\$0.00	\$111.00	\$0.00			\$643.00
22.0 Prepare Final Surface Drainage Analysis												
Estimated Total Man-hours	0	1	0	4	0	0	0	0	0	5		\$253.00
Summary Costs	\$0.00	\$61.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$253.00
23.0 Prepare Lighting Layout and Circuit Calculations												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
24.0 Update Airport Guidance Sign Plan												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
25.0 Erosion Control Plan												
Estimated Total Man-hours	0	1	0	1	0	0	0	0	0	2		\$109.00
Summary Costs	\$0.00	\$61.00	\$0.00	\$48.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$109.00
26.0 Compile and Edit Permits												
Estimated Total Man-hours	0	1	0	2	0	0	0	0	0	3		\$157.00
Summary Costs	\$0.00	\$61.00	\$0.00	\$96.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$157.00
27.0 Prepare Modifications of Standards												
Estimated Total Man-hours	1	6	0	8	0	0	0	0	4	19		\$1,069.00
Summary Costs	\$75.00	\$366.00	\$0.00	\$384.00	\$0.00	\$0.00	\$0.00	\$0.00	\$244.00			\$1,069.00
28.0 Prepare Cost Estimate at 60% Complete												
28.1 Calculate estimated quantities	0	1	0	2	0	0	0	0	0	3		\$157.00
28.2 Prepare cost estimate	0	1	0	2	0	0	0	0	0	3		\$157.00
Estimated Total Man-hours	0	2	0	4	0	0	0	0	0	6		
Summary Costs	\$0.00	\$122.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$314.00
29.0 Conduct Plan Review at 60% Complete												
Estimated Total Man-hours	0	4	0	2	0	0	0	0	0	6		\$340.00
Summary Costs	\$0.00	\$244.00	\$0.00	\$96.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$340.00
30.0 Update Plans to 90%												
Cover Sheet	0	1	0	1	0	0	0	0	0	2		\$109.00
Project Layout Plan	0	0	0	1	0	0	0	0	0	1		\$48.00
Survey Control Plan	0	0	0	1	0	0	0	0	0	1		\$48.00
Project Quantity Tables	0	0	0	1	0	0	0	0	0	1		\$48.00
Construction Safety & Phasing Plan	0	1	0	1	0	0	0	0	0	2		\$109.00
Plan & Log of Soil Borings	0	0	0	1	0	0	0	0	0	1		\$48.00
Erosion Control Plans	0	0	0	1	0	0	0	0	0	1		\$48.00
Demolition Plans	0	0	0	1	0	0	0	0	0	1		\$48.00
Geometrics and Existing Contours	0	1	0	2	0	0	0	0	0	3		\$157.00
Grading and Drainage Plans	0	1	0	2	0	0	0	0	0	3		\$157.00
Typical Sections and Details	0	0	0	1	0	0	0	0	0	1		\$48.00
Utility Layout Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Pavement Marking Plan and Details	0	0	0	1	0	0	0	0	0	1		\$48.00
Electrical Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Electrical Vault Layout	0	0	0	0	0	0	0	0	0	0		\$0.00
Electrical Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Contract Documents	0	2	0	0	0	0	0	4	0	6		\$270.00
Estimated Total Man-hours	0	6	0	14	0	0	0	4	0	24		
Summary Costs	\$0.00	\$366.00	\$0.00	\$672.00	\$0.00	\$0.00	\$0.00	\$148.00	\$0.00			\$1,186.00
31.0 Update Cost Estimate and Specifications to 90% Complete												
Estimated Total Man-hours	0	2	0	4	0	0	0	0	0	6		\$314.00
Summary Costs	\$0.00	\$122.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$314.00
32.0 Conduct Plan Review at 90% Complete												
Estimated Total Man-hours	0	6	0	4	0	0	0	0	0	10		\$558.00
Summary Costs	\$0.00	\$366.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$558.00
33.0 Prepare Final Plans and Specifications												
Estimated Total Man-hours	0	2	0	4	0	0	0	1	0	7		\$351.00
Summary Costs	\$0.00	\$122.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00			\$351.00
34.0 Prepare Final Cost Estimate												
34.1 Calculate estimated final quantities	0	1	0	2	0	0	0	0	0	3		\$157.00
34.2 Prepare final cost estimate	0	1	0	2	0	0	0	0	0	3		\$157.00
Estimated Total Man-hours	0	2	0	4	0	0	0	0	0	6		
Summary Costs	\$0.00	\$122.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$314.00

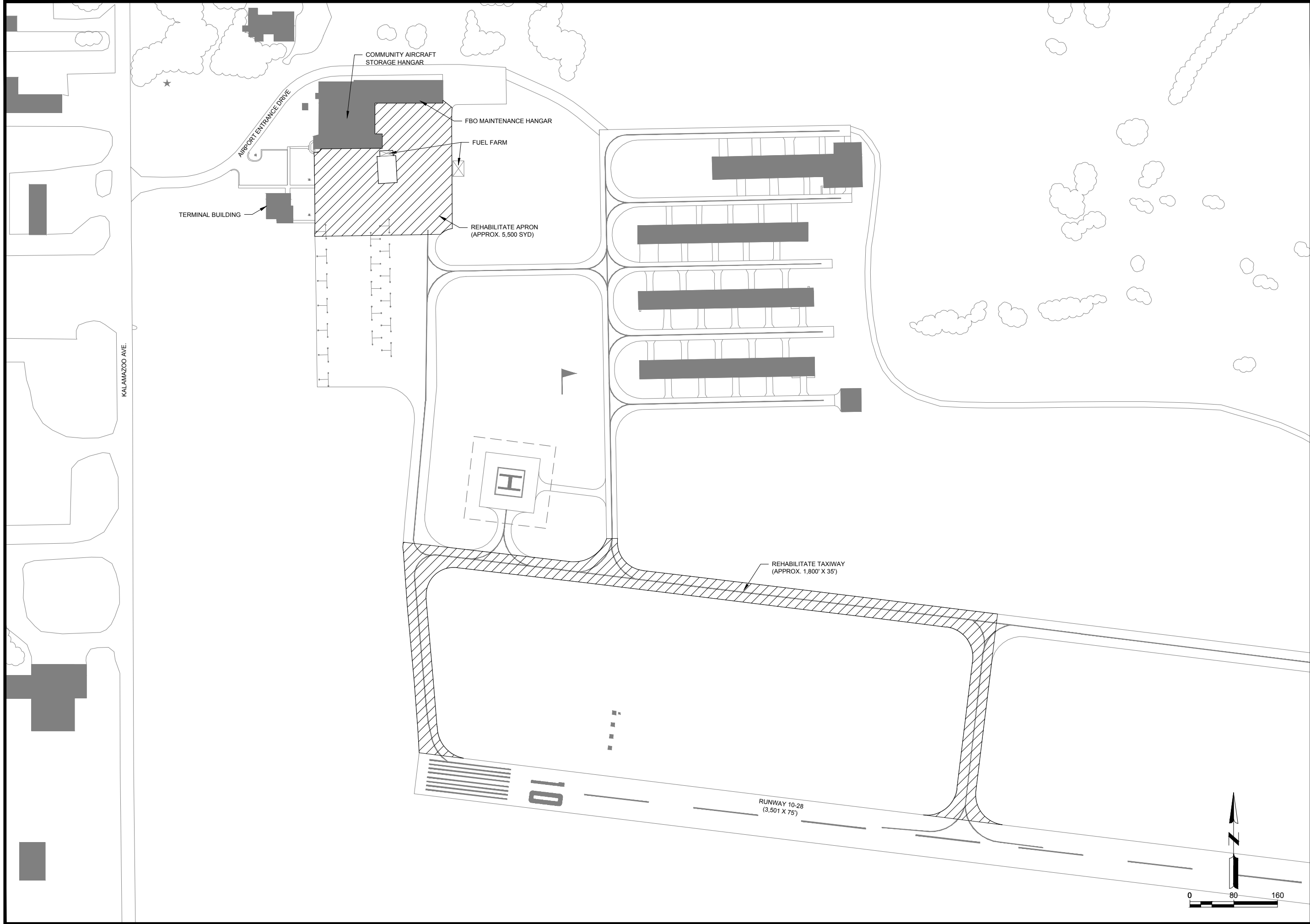
Item No.	Sr Project Engineer \$75.00	Project Engineer \$61.00	Senior Engineer \$53.00	Engineer 3 \$48.00	Engineer Tech 4 \$45.00	Engineer Tech 2 \$35.00	Engineer Tech 1 \$27.00	Admin Asst \$37.00	Project Planner \$61.00	Total Hours		Cost Summary
35.0 Prepare Final Engineers Design Report												
Estimated Total Man-hours	0	2	0	2	0	0	0	1	0	5		\$255.00
Summary Costs	\$0.00	\$122.00	\$0.00	\$96.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00			\$255.00
36.0 Prepare Advertisement for Bids												
Estimated Total Man-hours	0	1	0	0	0	0	0	1	0	2		\$98.00
Summary Costs	\$0.00	\$61.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00			\$98.00
37.0 Project Coordination												
Estimated Total Man-hours	0	4	0	0	0	0	0	1	0	5		\$281.00
Summary Costs	\$0.00	\$244.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00			\$281.00
38.0 Project Meetings												
38.1 Final design review	0	2	0	2	0	0	0	0	0	4		\$218.00
38.2 Coordination meetings	0	4	0	2	0	0	0	0	0	6		\$340.00
Estimated Total Man-hours	0	6	0	4	0	0	0	0	0	10		
Summary Costs	\$0.00	\$366.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$558.00
Expenses											Rate	
Auto Rental	0	2	0	0	0	0	0	0	0	2 Days	\$90.00	\$180.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.655	\$0.00
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$130.00	\$0.00
Meals/Day	0	0	0	0	0	0	0	0	0	0 Days	\$50.00	\$0.00
Meals/Trip	0	2	0	2	0	0	0	0	0	4 Trips	\$17.00	\$68.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Expenses												\$248.00
PHASE III - FINAL DESIGN (60%, 90%, Final) TOTAL												\$9,962.00

Item No.	Sr Project Engineer \$75.00	Project Engineer \$61.00	Senior Engineer \$53.00	Engineer 3 \$48.00	Engineer Tech 4 \$45.00	Engineer Tech 2 \$35.00	Engineer Tech 1 \$27.00	Admin Asst \$37.00	Project Planner \$61.00	Total Hours		Cost Summary
PHASE IV - BID ADMINISTRATION												
39.0	Furnish Bid Documents											
	Estimated Total Man-hours	0	1	0	0	0	0	2	0	3		\$135.00
	Summary Costs	\$0.00	\$61.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74.00	\$0.00			\$135.00
40.0	Respond to Bidders Questions											
	Estimated Total Man-hours	0	2	0	0	0	0	1	0	3		\$159.00
	Summary Costs	\$0.00	\$122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00			\$159.00
41.0	Prepare and Distribute Addenda											
	Estimated Total Man-hours	0	2	0	0	0	0	1	0	3		\$159.00
	Summary Costs	\$0.00	\$122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00			\$159.00
42.0	Pre-Bid Conference											
	Estimated Total Man-hours	0	6	0	4	0	0	0	0	10		\$558.00
	Summary Costs	\$0.00	\$366.00	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$0.00			\$558.00
43.0	Bid Opening											
	Estimated Total Man-hours	0	1	0	0	0	0	1	0	2		\$98.00
	Summary Costs	\$0.00	\$61.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00			\$98.00
44.0	Bid Review and Bid Tabulation											
	Estimated Total Man-hours	0	1	0	0	0	0	2	0	3		\$135.00
	Summary Costs	\$0.00	\$61.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74.00	\$0.00			\$135.00
45.0	Prepare Recommendation for Award											
	Estimated Total Man-hours	0	1	0	0	0	0	2	0	3		\$135.00
	Summary Costs	\$0.00	\$61.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74.00	\$0.00			\$135.00
Expenses											Rate	
	Auto Rental	0	1	0	0	0	0	0	0	1 Days	\$90.00	\$90.00
	Mileage	0	0	0	0	0	0	0	0	0 Miles	\$0.655	\$0.00
	Lodging	0	0	0	0	0	0	0	0	0 Days	\$130.00	\$0.00
	Meals/Day	0	0	0	0	0	0	0	0	0 Days	\$50.00	\$0.00
	Meals/Trip	0	1	0	1	0	0	0	0	2 Trips	\$17.00	\$34.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Expenses												\$124.00
PHASE IV - BID ADMINISTRATION TOTAL												\$1,503.00

ATTACHMENT D

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

X:\1340300\231864-01\TECHCAD\DRAWINGS\PROJECT LAYOUT.DWG
8/8/2023 11:49:25 AM



Mead & Hunt
Mead and Hunt, Inc.
2605 Port Lansing Road
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phone: 517-321-8334
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**BROOKS FIELD
REHABILITATE WEST PARALLEL
TAXIWAY AND NORTH APRON
MARSHALL, MI**

ISSUED

NOT FOR CONSTRUCTION

M&H NO.: 1340300-231864.01
DATE: August 8, 2023
DESIGNED BY: BJH
DRAWN BY: BJH
CHECKED BY: RAL
DO NOT SCALE DRAWINGS

SHEET CONTENTS
PROJECT LAYOUT

SHEET NO. 1 of 1

G-001

ATTACHMENT E

Scope of Work/Services

Attachment E
Brooks Field – Marshall, MI
Rehabilitate West Parallel Taxiway and North Apron
Design Engineering Work Scope
August 8, 2023 (Revised September 8, 2023)

Project Description

This project is to rehabilitate the bituminous pavement of the western portion of the parallel taxiway to Runway 10-28 and the northern portion of the terminal apron at Brooks Field in Marshall, Michigan. The end connector taxiway to Runway 10 and the west midfield connector taxiway will also be included in this project. The rehabilitation will consist of pulverizing the existing pavement, grading and compacting the resulting base material, and paving a new bituminous surface.

The existing west taxiways and north apron pavements were last rehabilitated in 2002 and will be 22 years old at the time of this project. According to the PCI data obtained in 2020, the taxiway pavements were noted at 43 and are experiencing medium severity alligator cracking, medium severity depressions, low to medium severity longitudinal and transverse cracking, low severity patching, and low severity weathering. The apron pavement was listed at 49 and is experiencing low to medium severity alligator cracking, low severity depressions, low to high severity longitudinal and transverse cracking, low to medium severity patching, low severity raveling, low severity rutting, and low severity weathering.

The intent of this project and design contract is to maintain the existing taxiway geometry and dimensions. Mead & Hunt will complete the Modification of Standard (MOS) process for design of horizontal geometry of taxiway pavement. If the MOS is denied and the taxiway geometry is required to be widened, a separate design amendment will be developed to incorporate those changes. MDOT Office of Aeronautics staff will complete any required Airplane Design Group (ADG) validation, Taxiway Design Group (TDG) validation, justification efforts, and associated memorandum for this project. The ADG, TDG, and justification work is not included as part of this work scope. If the MDOT validation and justification requires changes to taxiway dimensions and geometry a separate design amendment will be developed to incorporate those changes.

Project Anticipated Construction Amount

The project construction budget, including construction administration, is currently estimated at seven hundred ninety thousand dollars (\$790,000).

PHASE I. – Contract Administration

This phase involves those activities required for defining the scope of project administration and project closeout work, including (but not limited to) the following activities:

- 1.0 Project Scoping
 - 1.1 Preliminary Meetings with the SPONSOR
CONSULTANT shall confer with the SPONSOR on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with MDOT/FAA if needed

and other concerned agencies and parties on matters affecting the project and shall arrive at a mutual understanding of such matters with the SPONSOR. The CONSULTANT and SPONSOR shall discuss what type of environmental documentation (Environmental Assessment or Categorical Exclusion) will be needed for the project and included in the work scope. Meeting with the SPONSOR shall also determine the need for topographical surveying and pavement/geotechnical testing.

1.2 Prepare Project Scope of Work and Proposal

This includes preparing the scope of work and fee proposal and negotiating the contract scope and fee with the SPONSOR. This also includes coordination with SUBCONSULTANTS for scopes and fees and coordination with DBE firms.

2.0 Prepare Contract and Subcontracts

This includes preparing the CONSULTANT-SPONSOR contract and preparing SUBCONSULTANT contracts.

3.0 Project Coordination

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, MDOT, FAA and other applicable agencies to complete the work elements in Phase 1.

4.0 DBE Plan or Update

CONSULTANT shall coordinate with the SPONSOR and MDOT to determine the applicable DBE goal for construction.

~~5.0 Grant Application and Administration~~

~~The Grant Application may be prepared after the project design has been completed and the bids accepted or the FAA may require the Grant Application to be completed early during the design phase. Preparation of the Grant Application will include the following:~~

- ~~• Prepare Federal 424 form~~
- ~~• Prepare Project Funding Summary~~
- ~~• Prepare Program Narrative, discussing the Purpose and Need of the work and the Method of Accomplishment~~
- ~~• Prepare Preliminary Estimate~~
- ~~• Prepare the SPONSORs Certification (Attachments 1, 2, 3, 4, and 5)~~
- ~~• Attach the current Grant Assurances (check with FAA for current copy)~~
- ~~• Prepare an exhibit to be submitted with application~~
- ~~• Obtain photographs of project site to be submitted with application~~

~~The CONSULTANT will submit the Grant Application to the SPONSOR for approval and signatures. After obtaining the necessary signatures, the SPONSOR will forward at least three copies of the signed Grant Application to MDOT and FAA for further processing.~~

6.0 Project Closeout

Prepare the FAA Project Financial Closeout Forms and Report and submit to the SPONSOR for submittal at the conclusion of the project.

PHASE II. – Preliminary Design (30%)

7.0 Topographic Survey

7.1 Coordination to collect existing data and locate utilities

This task includes data collection and such as review of as-builts and available existing survey information in order to gather information on existing topography and utility information. This also includes coordination for field utility locates with SPONSOR and FAA. Coordination will be done with survey field crews to establish survey limits and coordination, survey schedule, and available survey control information.

7.2 Survey control

Survey control will be based on existing USGS control information and used for design surveys. The CONSULTANT shall provide a drawing showing the location of the existing or established control for the project. The CONSULTANT shall perform necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. If applicable the CONSULTANT shall establish runway end coordinates and runway centerline alignments and tie these into the project survey control.

7.3 Field work

Limits of survey work are shown on an attached site plan. Survey shall include known or visible infrastructure including:

- Existing pavement areas, buildings, or structures shall be surveyed to within a 0.025' accuracy. These areas shall be surveyed on a 25' x 25' grid, with additional shots as required by varying horizontal and vertical geometry.
- All other areas shall be surveyed to within a 0.1' accuracy and on a 50' x 50' grid, with additional shots as required by varying horizontal and vertical geometry
- Storm, sanitary sewer, electrical, and communication structures should be surveyed and documented to include the following information:
 - Top of structure elevation
 - Invert/conduit elevations
 - Pipe/conduit sizes
 - Pipe/conduit material and condition
 - Structure dimensions
 - Structure material and condition
 - Grate or cover type
 - Photos of structure
- Drainage-ways shall be surveyed at sufficient spacing to determine capacity and flow. Culvert pipes shall be documented with the following information.
 - Invert elevation
 - Pipe size

- Pipe material and condition
- Location and elevations of all building corners and walls within survey extents, fences, monuments, flag poles, vegetation (trees and bushes), well heads, utilities, and any other miscellaneous entities
- Investigation of edge lighting system, including light fixtures, guidance signs, duct crossings, and manholes

7.4 Convert survey data for design software

This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following separate tasks:

- Establish design coordinate plan to be used for CADD drawings
- Input raw survey data into the computer program in order to sort data into company standard layers for efficient analyzing
- Verify survey data from previous project with latest field survey
- Verify surveyor horizontal and vertical control
- Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities
- Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features

8.0 Geotechnical Investigation

8.1 Coordination to schedule geotechnical work

This task includes data collection and such as review of as-builts and available existing geotechnical information in order to gather information on existing soil conditions and past geotechnical or pavement test results. Coordination will be done with the geotechnical SUBCONSULTANT to schedule work and establish any work constraint parameters.

8.2 Establish project testing requirements

The CONSULTANT shall determine the type and frequency of geotechnical testing required for the project. The testing shall consider such items as pavement type, design methodology, type of wheel loading, and weight of design aircraft (e.g. greater than or less than 60,000 lbs). The CONSULTANT shall use this information to perform the following tasks:

- Determine soil boring locations and frequency of testing
- Develop a project sketch showing location and coordinates of borings
- Determine soil sampling locations and types of soils testing required

8.3 Field work and laboratory testing

The CONSULTANT shall provide on-site personnel to coordinate and observe field operations. The geotechnical investigation field work is anticipated to take one (1) working day. The SUBCONSULTANT shall perform the following field work tasks:

- Mobilize a drill rig and crew. All field operations shall be observed by an on-site SUBCONSULTANT field engineer.

- Perform thirteen (13) pavement cores, each to the bottom of existing asphalt pavement. Record the thickness and photograph each core.
- Perform soil borings at five (5) locations to a depth of 5' below grade. Record thickness of aggregate base/sand subbase, if present, and groundwater levels in each boring. Record SPT N values or DCP tests at each boring to obtain an estimated CBR calculation.
- Complete core or boring restoration by backfilling each location. Utilize auger cuttings and cap with an appropriate patching material.

The SUBCONSULTANT shall perform the following laboratory tasks:

- Visually classify soil samples in general accordance with the USCS
- Perform cohesive soil sample test consisting of moisture content, pocket penetrometer, and Atterberg limits
- Perform gradation test on selected subbase material (if present) and subgrade soil
- Perform Loss on Ignition tests on any soils appearing or suspected to contain excessive organic material

8.4 Analyze data

After receiving the testing report from the geotechnical firm, the CONSULTANT will analyze the data and any existing geotechnical data received from SPONSOR, consisting of the following tasks:

- Review geotechnical recommendations
- Determine appropriate data for pavement design
- Prepare pavement data and soil information for incorporation on plan sheets
- Evaluate existing pavement sections for potential recycling and reuse

9.0 Runway Design Code/Taxiway Design Group Validation

MDOT Office of Aeronautics staff will complete the Airplane Design Group (ADG) validation, Taxiway Design Group (TDG) validation, justification efforts, and associated memorandum.

9.1 Data collection

The CONSULTANT will review existing SPONSOR planning documents to assist in developing a base of information. Additionally, calendar year 2022 and partial 2023 data will be gathered to support the validations and justification. This new data will include:

- Based aircraft
- Data from the SPONSOR on existing aircraft operations, flight patterns, and weather-related observations
- Terminal Activity Forecasts (TAF), Traffic Flow Management System Counts (TFMSC), and SPONSOR records

The gathered data will be shared with MDOT for their use in completing the planning process.

9.2 Review meeting

The CONSULTANT will attend a virtual meeting, with up to two staff members, to review the validations and memorandum with the SPONSOR and MDOT/FAA.

10.0 Prepare Project Geometrics

The intent of this project is to maintain the existing pavement geometry that currently provides a safe operating surface for the aircraft using the airport. This approach allows for the existing taxiway edge lighting to remain in place and to not increase projects costs by relocating lights to coincide with different pavement edge geometry. The CONSULTANT shall analyze the existing pavement fillets and centerline radii for the design aircraft and taxiway edge safety margin (TESM) in accordance with the Federal Aviation Administration (FAA) Airport Design Advisory Circular (AC) 150/5300-13B.

The current edge geometry is anticipated to comply with 13B requirements. If any taxiway fillets are found to not meet the minimum standards of 13B and the design aircraft, redesign of pavement edges may be necessary. This work includes, but may not be limited to:

- Excavation for placement of new pavement section
- Placement of new subbase, base, and pavement layers
- Relocation of underdrain
- Relocation of existing edge lighting, electrical cable, counterpoise, etc.

If during design the redesign of pavement edges is decided to be in the SPONSOR's best interest, the work shall be completed under a separate agreement or an amendment to this contract.

11.0 Prepare FAA Pavement Design Report

This task will consist of using information obtained in the geotechnical investigation to calculate the pavement sections required to support the design vehicle or aircraft using FAA Advisory Circular 150/5320-6F, Airport Pavement Design and Evaluation. The following effort will be completed under this task:

- Calculate and determine critical design aircraft based on current and forecasted aircraft fleet mix
- Verify the pavement section based on accepted FAA pavement design programs.
- Verify frost design
- Calculate sub-excavation or undercutting subgrade for stabilization if necessary
- Prepare pavement design narrative to describe the design procedure, historic design, and justification for SPONSOR and MDOT/FAA

12.0 Prepare Preliminary Surface Grading and Drainage Analysis

Preliminary surface drainage design will be completed in accordance with standard engineering practices, local requirements, and in accordance with the FAA Advisory Circular 150/5300-13B Airport Design and 150/5320-5D, Airport Drainage.

13.0 Prepare Preliminary Cost Estimate

13.1 Calculate estimated preliminary quantities

The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

13.2 Prepare preliminary cost estimate

14.0 Prepare Preliminary Design Report

During the preparation of the preliminary plans and specifications, a design report will be prepared. The report will include the summary of the project, geometrics, pavement design, drainage design, pavement marking, phasing plans, and a project schedule. The report will also contain any alternative design concepts that were investigated and evaluated. A construction operation plan will be included as well as an engineer's cost estimate. This report will discuss all bid packages. The FAA standard for this report is as follows:

- Introduction
- Project Background/Purpose and Need
- Airport Operational Safety (reference Federal Advisory Circular 150/5370-2G & SOP 1.00)
- Design Geometrics (reference Federal Advisory Circular 150/5300-13B)
- Pavement Design Analysis (reference Federal Advisory Circular 150/5320-6F)
- Drainage Considerations (reference Federal Advisory Circular 150/5320-5D)
- Pavement Marking Considerations (reference Federal Advisory Circular 150/5340-1M)
- Design Alternatives and Layout Sheets
- Design Recommendations
- Construction Estimate
- Project Schedule Summary

~~15.0 Prepare FAA Form 7460~~

~~CONSULTANT will complete the form as per Federal Aviation Administration guidelines and will send the form to the SPONSOR to be submitted to the FAA.~~

~~16.0 Prepare ALP Update~~

~~The CONSULTANT will complete a pen and ink update to the Airport Layout Plan to reflect the proposed development as necessary. The CONSULTANT will send the updated ALP to the SPONSOR for submittal to MDOT/FAA.~~

~~17.0 Prepare Environmental Documentation~~

~~It is anticipated that this project will receive environmental clearance via Categorical Exclusion (CatEx) by MDOT. This work scope does NOT include any environmental concerns or wetland design/mitigation. If it is determined that wetlands (or other environmental concerns) are impacted by this construction and mitigation is required, the required design must be done under a separate agreement.~~

18.0 Project Coordination

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, MDOT, FAA and other applicable agencies to complete the work elements in Phase II.

19.0 Project Meetings

The CONSULTANT will arrange and lead the meetings as described in the subtasks below. The CONSULTANT will produce drawings and handouts as needed for the purpose of conducting each meeting.

19.1 Present preliminary design, alternatives, and recommendations to SPONSOR

The CONSULTANT will prepare for and conduct a meeting with the SPONSOR to present the findings of the preliminary engineering phase and any alternatives and recommendations for the project.

19.2 Coordination meetings

The CONSULTANT shall conduct additional coordination meeting(s) at the Airport or other site as needed.

PHASE III. – Final Design (60%, 90%, Final)

20.0 Prepare Preliminary Plans

Preliminary plans will be prepared depicting items of work within the project area. The following list of drawings will be used as a guideline. Additional drawings may be added during the design phase, if required.

General

- Cover Sheet, Sheet Index, & Symbols
- Legend & Abbreviations
- General Notes
- Project Layout Plan
- Survey Control Plan
- Project Quantity Tables
- Construction Safety & Phasing Plan

Geotechnical

- Plan & Log of Soil Borings

Civil – General

- Civil Legend
- Erosion Control Plans
- Erosion Control Details
- ~~Storm Water Management Plans~~
- Demolition Plans
- Demolition Details
- Geometrics
- Existing Contours

Civil – Site

- Grading & Drainage Plans
- Intersection Details
- Plan & Profiles
- Typical Sections
- Paving Details

Jointing Plans
Jointing Details
Pavement Grooving Plan

Civil – Utility

Plan & Profiles
Details

Civil – Sewer

Plan & Profiles
Sewer Details

Civil – Water

Water Distribution Plan
Water Details

Civil – Storm Sewer

Plan & Profiles
Drainage Details
Inlet Layout Plan

Civil – Gas

Gas Distribution Plan
Gas Details

Civil – Fencing

Fencing Plans
Fencing Details
Gate Details

Civil – Marking

Marking Plans
Marking Details
Signing Plans
Signing Details

Civil – X-Sections

Cross Sections

Electrical

Electrical Removal Plans
Electrical Layout Plans
Existing Signage Plan
Proposed Signage Plans
Sign Legend
Electrical Vault Layout
Wiring Diagrams
Electrical Details
NAVAID Details

21.0 Prepare Preliminary Specifications

21.1 Prepare preliminary technical specifications

The CONSULTANT will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by the FAA specifications.

21.2 Prepare preliminary contract documents

The CONSULTANT will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, state requirements, federal requirements, preliminary bid schedule, wage rates, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary contract documents will be prepared as early as possible during the design phase and submitted to the SPONSOR for review. The CONSULTANT will also review and incorporate the SPONSOR's general provisions and contract clauses, as required.

21.3 Prepare preliminary special provisions

The CONSULTANT will prepare special provisions to address, or expand on, conditions that require additional clarification. They will include but are not limited to the following items:

- Quality Control Requirements
- Construction Staking
- MDOT Special Provisions

22.0 Prepare Final Surface Drainage Analysis

Using the findings from the preliminary drainage analysis completed in Phase II, final surface drainage design will be completed in accordance with standard engineering practices, local requirements, and in accordance with the FAA Advisory Circular 150/5300-13B Airport Design and 150/5320-5D, Airport Drainage.

~~23.0 Prepare Lighting Layout and Circuit Calculations~~

~~The CONSULTANT will establish the lighting layouts and equipment necessary to meet FAA criteria and standards and to meet the National Electrical Code. Included for this work item are the following tasks:~~

- ~~• Site visit to inventory existing equipment~~
- ~~• Layout light locations~~
- ~~• Design new home run circuiting in coordination with the location of the vault~~
- ~~• Determine sign legends and sign sizes if not being reused~~
- ~~• Calculate voltage drop and estimate wire size to meet the National Electrical Code~~
- ~~• Layout conduit and duct bank locations and sizes~~
- ~~• Determine regulator sizing and new electrical vault equipment requirements~~
- ~~• Design a new airfield lighting control system and control panels~~

- ~~Prepare narrative discussion (layout, equipment selection, sizes, electrical calculations)~~

~~24.0 Update Airport Guidance Sign Plan~~

~~The taxiway guidance sign plans will have to be updated to include new guidance signs. Copies of the airport guidance sign plan will be forwarded to the SPONSOR for submission to the FAA for approval.~~

25.0 Erosion Control Plan

The CONSULTANT will develop an Erosion Control Plan for the project that is in accordance with BEST management practices. The plan will detail types of erosion control measures recommended for the site in addition to other information needed for the NPDES permitting application. This information shall include (but not limited to):

- Project Location
- Size of Disturbance of Project
- Amount of Impervious Surface
- Hydrologic Classification of Site
- Receiving Waters
- Site Drainage Overview

26.0 Compile and Edit Permits

The CONSULTANT will coordinate, and assist the SPONSOR, with any permits and/or applications required by the jurisdictional authority. Special use permits that can be identified during the design phase of the project will be identified in the Special Provisions of the Contract Documents for the Contractor's benefit. The SPONSOR will pay the costs for permits and/or application fees.

27.0 Prepare Modifications of Standards

The CONSULTANT will prepare a Modification of Standards (MOS) request for Taxiway Fillet Design (section 4.7) per Recommended Practices item 1 from section 4.7.2 of AC 150/5300-13B Airport Design. The MOS will allow for the intent of this project to maintain the existing taxiway geometry.

Any additional unforeseen MOS requests will be completed as an amendment to this contract. If the MOS is denied and the taxiway geometry is required to be widened, a separate design amendment will be developed to incorporate those changes.

28.0 Prepare Cost Estimate at 60% Complete

28.1 Calculate estimated quantities

The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and standard quantity calculation practices.

28.2 Prepare cost estimate

29.0 Conduct Plan Review at 60% Complete

Following preparation of the preliminary plans, the CONSULTANT will review the project with the SPONSOR during a virtual meeting.

30.0 Update Plans to 90%

31.0 Update Cost Estimate and Specifications to 90% Complete

32.0 Conduct Plan Review at 90% Complete

Following the completion of the plans and specifications, the CONSULTANT will submit a set of drawings and specifications to the SPONSOR for their review. A meeting will be scheduled to make a final review of the design project. The project will be reviewed with MDOT and FAA to obtain their concurrence with the design.

33.0 Prepare Final Plans and Specifications

A final set of plans, specifications, and contract documents will be prepared which incorporates revisions, modifications, and corrections determined during the SPONSOR's review of the 90% submittal.

34.0 Prepare Final Cost Estimate

34.1 Calculate estimated final quantities

34.2 Prepare final cost estimate

Using the final quantities calculated following the completion of the plans and specifications, the CONSULTANT will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

35.0 Prepare Final Engineers Design Report

36.0 Prepare Advertisement for Bids

Required advertisement dates, and bidding dates will be established. CONSULTANT will submit a copy to the SPONSOR for distribution to the local and selected publications of the pending project. The SPONSOR shall pay for the associated cost of advertising, if necessary.

37.0 Project Coordination

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, MDOT, FAA and other applicable agencies to complete the work elements in Phase III.

38.0 Project Meetings

The CONSULTANT will arrange and lead the meetings as described in the subtasks below. The CONSULTANT will produce drawings and handouts as needed for the purpose of conducting each meeting.

38.1 Final design review

The CONSULTANT will prepare and conduct a meeting via video conference to present the final design documents.

38.2 Coordination meetings

The CONSULTANT shall conduct additional coordination meeting(s) with the SUBCONSULTANTS, SPONSOR, MDOT, FAA, and other applicable agencies as needed.

PHASE IV. – Bid Administration

39.0 Furnish Bid Documents

CONSULTANT shall prepare, reproduce, and distribute bidding documents to interested contractors and suppliers. The CONSULTANT shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

40.0 Respond to Bidders Questions

During the bidding process, the CONSULTANT will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

41.0 Prepare and Distribute Addenda

CONSULTANT shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the SPONSOR or MDOT/FAA. Addenda will be made available to the plan holders either through mail or electronic mail. Any addenda that are generated as a sole result of the SPONSORs error or omission will be considered as extra services and the CONSULTANT shall be reimbursed for this effort as an amendment to this contract.

42.0 Pre-Bid Conference

CONSULTANT shall arrange for and conduct a Pre-Bid Conference. The Project Manager and Project Engineer will attend and conduct the Pre-Bid Meeting with potential contractors and the SPONSOR to review the project and answer questions. The meeting will be conducted at the airport and will include a site inspection.

43.0 Bid Opening

CONSULTANT shall attend the bid opening at the site identified in the Bid Advertisement and to process the bid documents.

44.0 Bid Review and Bid Tabulation

CONSULTANT shall advise SPONSOR as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The CONSULTANT shall prepare a spreadsheet that includes all bid items for the purpose of evaluating the lowest bidder. The CONSULTANT shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the

bids. The CONSULTANT will then provide recommendations to the SPONSOR as to the name of the Apparent Low Bidder

45.0 Prepare Recommendation for Award

The CONSULTANT will prepare a recommendation of award for the SPONSOR to accept or reject the bids as submitted. If rejection is recommended, the CONSULTANT will supply an explanation for their recommendation and possible alternative actions the SPONSOR can pursue to complete the project. Once the Contract Award is made the CONSULTANT will distribute the bid tabulations on request of the SPONSOR.

Schedule

The design for this project will take approximately 120 days to complete, not including SPONSOR, MDOT, and FAA review periods. The design schedule will be coordinated with the SPONSOR. It is anticipated competitive bids will be received for the project in Spring 2024 and a grant for construction will be awarded in FAA fiscal year 2024.

SPONSOR Responsibilities

The SPONSOR shall be responsible to provide the following information and activities:

- Provide access to the project site and assist with locating any known utilities
- Provide a single point of contact with authority to review all documents and make decisions
- Provide concurrence with the aircraft fleet mix that will be utilizing the taxiways and apron
- Provide any known record drawing information to the CONSULTANT
- Provide coordination regarding construction safety and phasing plan reviews and project scheduling with airport tenants

ATTACHMENT F

Federal Provisions



**FAA
Airports**

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects
(Issued on January 20,2023)

<u>CONTRACT GUIDANCE</u>	2
<u>A1 ACCESS TO RECORDS AND REPORTS</u>	3
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The following provisions are hereby included in and made part of the attached Contract between the SPONSOR and MEAD & HUNT, INC.

CONTRACT GUIDANCE

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

For purposes of determining requirements for contract provisions, the term **“contract”** includes professional services, and subcontracts and supplier contracts such as purchase orders.

The term **“contractor”** is understood to mean a contractor, subcontractor, or **consultant**; and means one who participates, through a contract or subcontract (at any tier).

A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

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

A3 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

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

A5 CIVIL RIGHTS - GENERAL

SOURCE: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE: 49 USC § 47123, FAA Order 1400.11

Title VI Solicitation Notice:

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE : 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE: 2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

A11 DEBARMENT AND SUSPENSION

SOURCE: 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE: 49 CFR Part 26

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

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

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

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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the SPONSOR or MDOT AERO. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR or MDOT AERO. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

SOURCE: Executive Order 13513, DOT Order 3902.10

TEXTING WHEN DRIVING

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

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

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SOURCE: 2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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

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

post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE: 29 USC § 201, et seq, 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A22 RIGHT TO INVENTIONS

SOURCE: 2 CFR Part 200, Appendix II(F), 37 CFR Part 401

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

SOURCE: 49 CFR Part 41

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

SOURCE: 2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

SOURCE: 49 USC § 50104, 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

A27 VETERAN'S PREFERENCE

SOURCE: 49 USC § 47112(c)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ATTACHMENT G
Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime CONSULTANT in meeting contractual obligations to DBEs.

PRIME CONSULTANT:			☐ CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.		CONTRACT NO.	
BILLING PERIOD:					Check if Final Payment ☐		JOB NO.	
CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

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'S AUTHORIZED REPRESENTATIVE (SIGNATURE)	TITLE	DATE
--	-------	------

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE)	DATE
------------------------------------	------

SPECIAL NOTE: "Prime CONSULTANT or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

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 Contract Administrator with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

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

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

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

For "Total Contract Amount" report the total amount of the contract between the prime CONSULTANT and the subCONSULTANT.

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

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

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

For "Actual Amount Paid During this Reporting 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 CONTRACT ADMINISTRATOR:

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

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
William Dopp, Finance Director/ City Treasurer
DATE: October 16, 2023
SUBJECT: INTER-FUND LOAN FOR ACTIVATION ZONE

In May of 2022, the Downtown Development Authority (DDA) Board agreed to provide up to \$500,000 to fund the gap that existed for the match funds required to apply for the Revitalization and Placemaking (RAP) grant. The General Fund would loan the money to the DDA to cover initial costs of the project, and the DDA would pay back that loan over the next 10 years, starting in FY2023. Council approved these terms, and the submission of the RAP grant application in June of 2022.

The City was awarded the grant, and the Activation Zone project is moving forward, though slightly behind the original estimated timeline. The gap amount that the DDA has agreed to cover is \$484,400.

The DDA chose to use \$50,000 of their FY23 funds, and \$50,000 of their FY24 funds in order to reduce the loan amount to \$384,400. This lowers the length of the loan to 8 years. The DDA has approved these terms, and it is asked that the Council take formal action to allow the DDA to borrow this money from the General Fund at 3.66% interest (quoted government rate), payable by October 1, 2031.

The debt schedule is attached.

BUDGET IMPACT:

The DDA will borrow \$384,400 from the General Fund at 3.66% interest, payable by October 1, 2031. These funds will be transferred to the RAP grant fund. The DDA will pay back the General Fund per the attached debt schedule. The DDA has included this in their FY24 budget, but a General Fund budget amendment will be needed in the future.

RECOMMENDATION:

It is recommended that the Council take formal action to allow the DDA to borrow \$384,400 from the General Fund, so that the DDA can cover the remaining gap required for the RAP grant. The DDA will pay back the General Fund per the attached debt schedule.

DDA Loan Debt Schedule - Payable to Gen Fund October 1st each FY

	Total		
	Payment	Principal	Interest
Fiscal Year	Amount	Amount	Amount

2025	\$56,295.26	\$42,226.22	\$14,069.04
2026	\$56,295.26	\$43,771.69	\$12,523.56
2027	\$56,295.26	\$45,373.74	\$10,921.52
2028	\$56,295.26	\$47,034.42	\$9,260.84
2029	\$56,295.26	\$48,755.88	\$7,539.38
2030	\$56,295.26	\$50,540.34	\$5,754.91
2031	\$56,295.26	\$52,390.12	\$3,905.14
2032	\$56,295.26	\$54,307.60	\$1,987.66

*\$50,000 in FY23, \$50,000 in FY24 Remaining \$384,400 in following 8 years

**3.66% US Govt Bond Rate through March 2023

ITEM: 13.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: October 16, 2023
SUBJECT: **BROOKS NATURE AREA ADVISORY BOARD APPOINTMENT**

The Brooks Nature Area was established as a Marshall City park on April 17, 2006. Upon its creation, the Marshall City Council established a Brooks Nature Area Advisory Board responsible for the promotion, protection, and development of the 189-acre nature area and consists of seven (7) members.

The Mayor shall appoint, subject to the approval of the City Council, persons to serve full three-year terms as the terms of the board members ending August 15th. A member of the Parks, Recreation, and Cemetery Board also participates as a liaison.

Current Brooks Nature Area Advisory Board membership includes:

David Fhaner	term ending August 15, 2024
Patti Hoch-Mellusih	term ending August 15, 2024
Brian Huggett	term ending August 15, 2024
Erin Skidmore	term ending August 15, 2025
Vacant	term ending August 15, 2025
Jane Schoenmeyer	term ending August 15, 2026
Margaret Steele	term ending August 15, 2026

City resident Ian Campbell would like to serve, and we recommend his appointment to the Brooks Nature Area Advisory Board. His appointment would fill the vacant position that ends on August 15, 2025. His Board and Commission application is attached for your review.

BUDGET IMPACT:

Members of the Brooks Nature Area Advisory Board serve without compensation.

RECOMMENDATION:

Approve the appointment of Ian Campbell to the Brooks Nature Area Advisory Board with a term ending on August 15, 2025.

ITEM: 13.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: October 16, 2023
SUBJECT: **SISTER CITY BOARD APPOINTMENTS**

In August of 1984, the City of Marshall and the City of Koka-Cho Japan established the Sister-City Affiliation for the purpose of creating goodwill and understanding as well as promoting cultural and economic interchange.

To facilitate the affiliation, City Council created a Sister City Board with nine members.

The current Sister City Board membership includes:

Jack Reed	term ending October 16, 2023
Mike Sullivan	term ending October 16, 2023
Charlie Cook	term ending October 16, 2023
Shirley Cook	term ending October 16, 2023
Sally Garman	term ending October 16, 2024
Andrei Radulescu	term ending October 16, 2024
Gabriella Radulescu	term ending October 16, 2025
Sue Rosco	term ending October 16, 2025
Candi Putnam	term ending October 16, 2025

Jack Reed, Mike Sullivan, Charlie Cook and Shirley Cook have all expressed an interest in continuing to serve and we are recommending their reappointment to the Sister City Board.

BUDGET IMPACT:

Members of the Sister City Board serve without compensation.

RECOMMENDATION:

Approve the reappointment of Jack Reed, Mike Sullivan, Charlie Cook and Shirley Cook to the Sister City Board with terms ending December 31, 2026.

ITEM: 13.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: October 16, 2023
SUBJECT: **AIRPORT BOARD APPOINTMENTS**

City of Marshall Ordinance Chapter 98 created an Airport Board that shall consist of five members appointed by the Mayor with City Council approval. Each board member shall hold a term of three years and take office on October 1st upon appointment.

Vacancies on the airport board occasioned by removal, resignation or otherwise shall be reported to the City Council, who shall make an appointment to fill the vacancy for the unexpired portion of the vacated term.

Current Airport Board membership includes:

Michael Walraven	term ending October 1, 2023
Desmond Kirkland	term ending October 1, 2023
Steve Buller	term ending October 1, 2024
David Mead	term ending October 1, 2025
Scott Southwell	term ending October 1, 2025
Theresa Chaney-Huggett	City Council Liaison

Mike Walraven and Desmond Kirkland have both requested reappointment to the Airport Board and that is our recommendation.

BUDGET IMPACT:

Members of the Airport Board serve without compensation.

RECOMMENDATION:

Approve the appointment of Mike Walraven and Desmond Kirkland to the Airport Board with terms ending on October 1, 2026.

ITEM: 13.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: October 16, 2023
SUBJECT: **DDA/LDFA APPOINTMENT**

The Downtown Development Authority (DDA) and the Local Development Finance Authority (LDFA) are authorized under Public Act 57 of 2018, the Recodified Tax Increment Financing Act. The DDA/LDFA is governed by a combined board consisting of 10 members and the City Manager and they are appointed for 4-year terms.

Current DDA/LDFA members include:

Desmond Kirkland	term ending September 15, 2023
Catherine Yates	term ending September 15, 2024
J.P. Walters	term ending September 15, 2024
Sue Damron	term ending September 15, 2025
Mike Beck	term ending September 15, 2025
Jason LaForge	term ending September 15, 2025
Amanda Lankerd	Marshall Public Schools appointee
Becky Jones	Marshall Public Schools appointee
Matt Davis	Kellogg Community College appointee
Diane Thompson	Calhoun County appointee
Derek Perry	City Manager

Desmond Kirkland has expressed a willingness to continue to serve and we are recommending his reappointment.

BUDGET IMPACT:

Members of the DDA/LDFA serve without compensation.

RECOMMENDATION:

Approve appointment of Desmond Kirkland to the DDA/LDFA for term ending on December 31, 2027.

ITEM: 13.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: October 16, 2023
SUBJECT: **SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY
APPOINTMENTS**

The Neighborhood Improvement Authority is authorized under Public Act 57 of 2018, the Recodified Tax Increment Financing Act. The Neighborhood Improvement Authority (NIA) is governed by a board consisting of the City Manager and not less than 5 other members. The board derives its powers per MCL 125.4810, as amended.

The members of the Neighborhood Improvement Authority are appointed for 4-year terms and shall have not less than 5 or more than 9 members as determined by the governing body.

Current South Neighborhood Improvement Authority members include:

Ben Holben	term ending December 31, 2023
Sean LeFere	term ending December 31, 2023
Michael Murphy	term ending December 31, 2023
Lucy Blair	term ending December 31, 2024
Matt Davis	term ending December 31, 2024
Ryan Underhill	term ending December 31, 2025

Ben Holben, Sean LeFere and Michael Murphy have all indicated a willingness to continue to serve and we are recommending their reappointments.

BUDGET IMPACT:

Members of the South Neighborhood Improvement Authority serve without compensation.

RECOMMENDATION:

Approve the appointments of Ben Holben, Sean LeFere and Michael Murphy to the Northeast Neighborhood Improvement Authority for terms ending on December 31, 2027.

ITEM: 13.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: October 16, 2023
SUBJECT: **NORTHEAST NEIGHBORHOOD IMPROVEMENT AUTHORITY
APPOINTMENTS**

The Neighborhood Improvement Authority is authorized under Public Act 57 of 2018, the Recodified Tax Increment Financing Act. The Neighborhood Improvement Authority (NIA) is governed by a board consisting of the City Manager and not less than 5 other members. The board derives its powers per MCL 125.4810, as amended.

The members of the Neighborhood Improvement Authority are appointed for 4-year terms and shall have not less than 5 or more than 9 members as determined by the governing body.

Current Northeast Neighborhood Improvement Authority members include:

Matt Davis	term ending December 31, 2022
Krista Trout-Edwards	term ending December 31, 2023
Gregg Beeg	term ending December 31, 2023
Lucy Blair	term ending December 31, 2024
David DeGraw	term ending December 31, 2024
Scott Wolfersberger	term ending December 31, 2025

Matt Davis, Krista Trout-Edwards and Greg Beeg have all expressed a willingness to continue to serve and we are recommending their reappointment.

BUDGET IMPACT:

Members of the Northeast Neighborhood Improvement Authority serve without compensation.

RECOMMENDATION:

Approve the appointment of Matt Davis for the term ending December 31, 2026, and the appointments of Krista Trout-Edwards and Greg Beeg to the Northeast Neighborhood Improvement Authority for terms ending on December 31, 2027.