

AIRPORT BOARD AGENDA

Regular Meeting

February 3, 2025 at 4:15 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by board action.
- 4) **APPROVAL OF MINUTES** - Items can be added or deleted from the Agenda by board action.
 - A. Approval of January 6, 2025 Meeting Minutes
- 5) **FINANCIAL APPROVAL**
 - A. Revenue and Expenditure Report for January 31, 2025
- 6) **AIRPORT MANAGER'S REPORT**
 - A. Airport Manager's Report for February 3, 2025
- 7) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.
- 8) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**
- 9) **OLD BUSINESS**
- 10) **REPORTS AND RECOMMENDATIONS/NEW BUSINESS**
 - A. Draft of Lawnmowing Contract
- 11) **PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.
- 12) **BOARD REPORTS**
- 13) **ADJOURNMENT**

Marshall Airport Board Meeting Minutes
Brooks Field Airport

- I. Chair Michael Walraven called the Marshall Airport Board to order in a scheduled session on Monday, January 6, 2025, at 4:20 p.m. in the Terminal building located at the Brooks Field Airport, 1263 South Kalamazoo Ave, Marshall, MI.
- II. **Roll Call:** Members Present: Chair Michael Walraven, Members: Desmond Kirkland and Scott Southwell,
a. Members Absent: David Mead
b. Other Attendees: Craig Griswold – Airport Manager
Shawn Bowdidge – SkyVenture Aviation
Marcia Strange - Director of Community Development
Mr. Glenn Shaw – perspective new Board Member
- III. **Approval of Agenda:** Member Southwell made a Motion to approve a revised agenda that includes a discussion of this year's Airport activities and with the changes it was seconded by member Kirkland and carried on a voice vote.
- IV. **Approval of Minutes:** Member Southwell made a Motion to receive and accept the November 11, 2024 meeting minutes and it was seconded by member Kirkland and carried on a voice vote.
- V. **Financial Report**
- A. The Board begin the meeting with a review of the December 31, 2024, Revenue and Expenditures Report, which was distributed to each member at the meeting by Craig, with members questioning some of the expenses to the budget. For instance, mention was made of an accounting error resulting in the delinquency of sales tax payments to the State. Apparently, the City Finance Department discovered the error and is resolving the issue, however the tax is reflected in the budget. In addition, mention was made on the maintenance line item indicating the account is over budget. Craig stated some of these costs occurred in repairing the fuel pumps. He indicated he is watching this particular line item for further charges. After some discussion and comment, the Board indicated they were content with the report at the present time and therefore member Southwell moved that the Board receive the Revenue and Expenditures Report, which was seconded by member Kirkland and carried on a voice vote.
- VI. **Airport Manager's Report**
- A. Craig next went into the written update on the Manager's Report regarding the past couple of month's activities, including the status of fuel. As indicated in the information provided by Craig, the Airport only sold 484 gallons of 100LL fuel last month with a current price of \$5.15 per gallon. He attributes the reduction in sales to the wintery weather conditions. Conversely, Craig stated he did lower the price of the fuel from \$5.45 to the \$5.15. He considered this appropriate to make the Airport competitive with other Airports. Since the Airport's cost is \$4.30 per gallon, the Airport is still profitable with the decrease. In addition, the Airport only sold 122 gallons of 94 Swift fuel last month priced at \$5.83. Craig mentioned he also lowered the price from \$6.08 to \$5.83. Of course, these pricing reductions will still follow the City's pricing guidelines. Craig then went on to present a general summary of the maintenance items and various issues completed during the previous months (refer to Airport Manager's January 2025 report). There being no further discussion, member Kirkland moved that the Board accept and receive the Managers Report which was seconded by member Southwell and carried on a voice vote.
- VII. **Public Comment on Agenda Items**
- A. Chair Walraven asked if there was any Public Comment on the Agenda Items at this time. There was none at this time.

VIII. Public Hearings & Subsequent Board Action

- A. Chair Walraven asked if there were any Public Hearing or Comment. While in attendance at the meeting, Shawn Bowdidge from SkyVenture Aviation mentioned that it came to her attention that Jo-Lee restaurant at the Owosso Community Airport is renting electric bicycles for pilots to use at the Airport. Shawn indicated it may be something for the Brooks Airport to look into providing for area travel at the Airport. Also, Shawn suggested a discussion on this year's events at the Airport, including the projected dates for these events. For instance, mention was made in reviving the "movie nights" as well as scheduling other events at the Airport. The Board thanked Shawn for her discussion.

IX. Old Business

- A. In a conversation over this years "Airport Activities," the Board discussed scheduling upcoming events such as the chili luncheon and the pancake breakfasts. The Board discussed various dates and proposed April 26th and October for the chili luncheons. The pancake breakfasts are tentatively scheduled for the third Saturday in May, June, July, August and September. Member Southwell wanted to remind the Board these events provide promotion purposes for the Airport as well as provide additional revenue. As a follow up, Chair Walraven, mentioned he purchased and delivered new tables to the Airport for these upcoming events. These are light weight (but durable) tables. The replacement tables allow for easier set up and breakdown.

X. Reports and Recommendations/New Business

- A. Craig mentioned he has not received the expected proposal from Mr. Tyler Shepard from the Warbirds of Glory Museum regarding restoring the Beech 18. Although their organization is busy restoring a North American B-25J, we will hopefully receive a proposal in the future.
- B. Craig mentioned the City will advertising for a new lawn mowing contractor in the near future. Chair Walraven mentioned it is should be in the interest of the Airport Board to either participate or advise the City selection committee in recommending an experienced and cost effective contractor to handle the requirements necessary in providing lawn mowing services. As such, Member Kirkland made a Motion recommending to the City Council that Craig Griswold participate in the selection process for lawn mowing services to the Airport. It was seconded by member Southwell and carried on a voice vote.

XI. Member Comments

- A. Chair Walraven asked if any of the Board members would like to make a public comment: There was none at this time.

XII. Next Meeting Date

- A. Chair Walraven mentioned that the next Board meeting is scheduled for Monday February 3, 2025, at 4:15 p. m. in the Terminal building.

XIII. Adjournment

- A. Member Southwell made a Motion to adjourn the meeting at 5:35 p. m. and it was seconded by member Kirkland and carried on a voice vote.

Respectfully submitted,

Brooks Field Airport Board

Fund 295 - Airport

Account	Description	2024-25 Amended Budget	YEAR-TO-DATE THRU 01/31/25	Available Balance	% Used
Revenues					
Department 000:					
506.00	Federal Grant-Reimbursement	0.00	0.00	0.00	100.00
529.00	Federal Grants	0.00	0.00	0.00	100.00
540.00	State Grants	0.00	0.00	0.00	100.00
640.00	Charges for Service - Fuel				
07/01/2024	GJ FUEL SALES TAX-CORRECT PRIOR YRS MISSED		733643 (13,952.17) JE# 359874		
07/31/2024	GJ HEARTLAND AIRPORT FUEL DEP FOR JULY		728078 15,843.71 JE# 359617		
07/31/2024	GJ AIRPORT SALES TAX - JULY 2024		733252 (896.81) JE# 359854		
08/31/2024	GJ HEARTLAND AIRPORT FUEL DEP FOR AUGUST		729644 11,873.96 JE# 359697		
08/31/2024	GJ AIRPORT SALES TAX - AUGUST 2024		733253 (672.11) JE# 359855		
09/30/2024	GJ HEARTLAND AIRPORT FUEL DEP FOR SEPT		732238 10,843.97 JE# 359798		
09/30/2024	GJ AIRPORT SALES TAX - SEPTEMBER 2024		733254 (613.81) JE# 359856		
10/31/2024	GJ AIRPORT SALES TAX - OCTOBER 2024		733535 (535.29) JE# 359866		
10/31/2024	GJ HEARTLAND AIRPORT FUEL DEP FOR OCT		733788 9,456.72 JE# 359885		
11/29/2024	GJ AIRPORT SALES TAX - NOVEMBER 2024		735189 (347.29) JE# 359928		
11/30/2024	GJ HEARTLAND AIRPORT FUEL DEP FOR NOV		736396 6,135.39 JE# 359973		
12/31/2024	GJ AIRPORT SALES TAX - DECEMBER 2024		736894 (134.69) JE# 360005		
12/31/2024	GJ HEARTLAND AIRPORT FUEL DEP FOR DEC		737258 2,379.47 JE# 360027		
640.00	Charges for Service - Fuel	80,000.00	39,381.05	40,618.95	49.23
665.00	Interest	1,000.00	0.00	1,000.00	0.00
667.00	Rents				
07/01/2024	MRB SUMMARY MRB 07/01/2024		725320 2,851.20		
08/01/2024	MRB SUMMARY MRB 08/01/2024		727207 1,800.00		
09/01/2024	MRB SUMMARY MRB 09/01/2024		729985 150.00		
09/01/2024	MRB SUMMARY MRB 09/01/2024		729412 1,950.00		
10/01/2024	MRB SUMMARY MRB 10/01/2024		731619 4,863.00		
11/01/2024	MRB SUMMARY MRB 11/01/2024		735569 270.00		
11/01/2024	MRB SUMMARY MRB 11/01/2024		733544 1,650.00		
12/01/2024	MRB SUMMARY MRB 12/01/2024		735570 2,100.00		
12/16/2024	MRB SUMMARY MRB 12/16/2024		735553 (150.00)		
12/16/2024	MRB SUMMARY MRB 12/16/2024		735554 (150.00)		
01/01/2025	MRB SUMMARY MRB 01/01/2025		736760 1,950.00		
667.00	Rents	30,000.00	17,284.20	12,715.80	57.61
675.00	Contrib. from Other Sources	0.00	0.00	0.00	100.00
675.99	Contributions - Miscellaneous	0.00	0.00	0.00	100.00
678.00	PENALTIES INCOME-RENT				
07/01/2024	MRB SUMMARY MRB 07/01/2024		725320 25.00		
678.00	PENALTIES INCOME-RENT	0.00	25.00	(25.00)	100.00
679.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	100.00
696.00	Proceeds from Bonds/Notes	0.00	0.00	0.00	100.00

Balances as of 01/31/2025

Fund 295 - Airport

Account	Description	2024-25 Amended Budget	YEAR-TO-DATE THRU 01/31/25	Available Balance	% Used
Revenues					
Department 000:					
699.00	Transfers From Other Funds	0.00	0.00	0.00	100.00
699.01	Contributions - General Fund	99,622.00	0.00	99,622.00	0.00
Total - Dept 000		210,622.00	56,690.25	153,931.75	26.92
Total Revenues		210,622.00	56,690.25	153,931.75	26.92
Expenditures					
Department 595: Airport					
702.00	Payroll				
07/01/2024	PRAW SUMMARY PRAW 07/01/2024		725945 (461.99) 601		
07/05/2024	PR SUMMARY PR 07/05/2024		724899 461.99 601		
07/19/2024	PR SUMMARY PR 07/19/2024		725946 286.72 602		
08/02/2024	PR SUMMARY PR 08/02/2024		726594 293.00 605		
08/16/2024	PR SUMMARY PR 08/16/2024		727433 286.77 606		
08/30/2024	PR SUMMARY PR 08/30/2024		728383 192.16 608		
08/30/2024	PR SUMMARY PR 08/30/2024		728385 406.63 609		
09/13/2024	PR SUMMARY PR 09/13/2024		729661 292.99 610		
09/13/2024	PRV SUMMARY PRV 09/13/2024		729665 (189.13) 611	DD37448 V -	DD37448
09/27/2024	PR SUMMARY PR 09/27/2024		730566 97.60 611		
10/11/2024	PR SUMMARY PR 10/11/2024		731511 103.86 613		
10/25/2024	PR SUMMARY PR 10/25/2024		732198 97.62 615		
11/08/2024	PR SUMMARY PR 11/08/2024		733151 349.54 616		
11/22/2024	PR SUMMARY PR 11/22/2024		733896 280.31 620		
12/06/2024	PR SUMMARY PR 12/06/2024		734983 286.52 621		
12/20/2024	PR SUMMARY PR 12/20/2024		735593 306.34 623		
01/03/2025	PR SUMMARY PR 01/03/2025		736243 397.59 626		
01/17/2025	PR SUMMARY PR 01/17/2025		737201 308.53 629		
01/31/2025	PR SUMMARY PR 01/31/2025		738042 482.61 633		
702.00	Payroll	7,455.00	4,279.66	3,175.34	57.41
702.01	Other Fringe Benefits-taxable	0.00	0.00	0.00	100.00
702.05	PAYROLL MARIJUANA	0.00	0.00	0.00	100.00
703.00	Part-time Salaries				
07/01/2024	PRAW SUMMARY PRAW 07/01/2024		725945 (1,213.13) 601		
07/05/2024	PR SUMMARY PR 07/05/2024		724899 1,213.13 601		
07/19/2024	PR SUMMARY PR 07/19/2024		725998 693.27 604		
07/19/2024	PR SUMMARY PR 07/19/2024		725946 755.34 602		
07/19/2024	PRV SUMMARY PRV 07/19/2024		725992 (190.65) 605	DD36880 V -	DD36880
08/02/2024	PR SUMMARY PR 08/02/2024		726594 1,232.55 605		
08/16/2024	PR SUMMARY PR 08/16/2024		727433 1,249.49 606		
08/30/2024	PR SUMMARY PR 08/30/2024		728383 1,173.26 608		
09/13/2024	PR SUMMARY PR 09/13/2024		729661 1,097.03 610		
09/27/2024	PR SUMMARY PR 09/27/2024		730566 1,097.03 611		
10/11/2024	PR SUMMARY PR 10/11/2024		731511 1,097.03 613		
10/25/2024	PR SUMMARY PR 10/25/2024		732198 1,305.03 615		
11/08/2024	PR SUMMARY PR 11/08/2024		733151 1,289.03 616		
11/22/2024	PR SUMMARY PR 11/22/2024		733896 1,255.35 620		
12/06/2024	PR SUMMARY PR 12/06/2024		734983 1,257.03 621		

Fund 295 - Airport

Account	Description	2024-25 Amended Budget	YEAR-TO-DATE THRU 01/31/25	Available Balance	% Used
Expenditures					
Department 595: Airport					
12/20/2024	PR SUMMARY PR 12/20/2024		735593 1,321.03 623		
01/03/2025	PR SUMMARY PR 01/03/2025		736243 1,257.03 626		
01/17/2025	PR SUMMARY PR 01/17/2025		737201 1,241.03 629		
01/31/2025	PR SUMMARY PR 01/31/2025		738042 1,249.03 633		
703.00	Part-time Salaries	28,748.00	18,378.91	10,369.09	63.93
704.00	Overtime Salaries				
08/30/2024	PR SUMMARY PR 08/30/2024		728383 36.60 608		
09/13/2024	PR SUMMARY PR 09/13/2024		729661 36.60 610		
09/27/2024	PR SUMMARY PR 09/27/2024		730566 109.80 611		
10/11/2024	PR SUMMARY PR 10/11/2024		731511 73.20 613		
704.00	Overtime Salaries	0.00	256.20	(256.20)	100.00
712.00	WORKERS COMPENSATION	243.00	0.00	243.00	0.00
715.00	Social Security				
07/01/2024	PRAW SUMMARY PRAW 07/01/2024		725945 (125.04) 601		
07/05/2024	PR SUMMARY PR 07/05/2024		724899 125.04 601		
07/19/2024	PR SUMMARY PR 07/19/2024		725998 53.04 604		
07/19/2024	PR SUMMARY PR 07/19/2024		725946 77.82 602		
07/19/2024	PRV SUMMARY PRV 07/19/2024		725992 (14.58)	DD36880 V -	DD36880
08/02/2024	PR SUMMARY PR 08/02/2024		726594 114.81 605		
08/16/2024	PR SUMMARY PR 08/16/2024		727433 115.62 606		
08/30/2024	PR SUMMARY PR 08/30/2024		728385 3.04 609		
08/30/2024	PR SUMMARY PR 08/30/2024		728383 106.61 608		
09/13/2024	PR SUMMARY PR 09/13/2024		729661 107.07 610		
09/13/2024	PRV SUMMARY PRV 09/13/2024		729665 (13.20)	DD37448 V -	DD37448
09/27/2024	PR SUMMARY PR 09/27/2024		730566 98.57 611		
10/11/2024	PR SUMMARY PR 10/11/2024		731511 96.45 613		
10/25/2024	PR SUMMARY PR 10/25/2024		732198 106.75 615		
11/08/2024	PR SUMMARY PR 11/08/2024		733151 124.60 616		
11/22/2024	PR SUMMARY PR 11/22/2024		733896 116.88 620		
12/06/2024	PR SUMMARY PR 12/06/2024		734983 117.44 621		
12/20/2024	PR SUMMARY PR 12/20/2024		735593 123.89 623		
01/03/2025	PR SUMMARY PR 01/03/2025		736243 125.38 626		
01/17/2025	PR SUMMARY PR 01/17/2025		737201 117.37 629		
01/31/2025	PR SUMMARY PR 01/31/2025		738042 132.43 633		
715.00	Social Security	570.00	1,709.99	(1,139.99)	300.00
716.00	Hospitalization				
07/01/2024	PRAW SUMMARY PRAW 07/01/2024		725945 (125.26) 601		
07/01/2024	GJ HSA DEPOSITS 2024 - 3RD Q		724675 135.00 JE# 359386		
07/01/2024	PRBRISUMMARY PRBRI 07/01/2024		724691 2.05 573 Benefit Invoice Rec		
07/05/2024	PR SUMMARY PR 07/05/2024		724899 125.26 601		
07/19/2024	PR SUMMARY PR 07/19/2024		725946 67.20 602		
07/19/2024	PRBRISUMMARY PRBRI 07/19/2024		726128 (1.28) 577 Benefit Invoice Rec		
07/22/2024	PRBRISUMMARY PRBRI 07/22/2024		726144 (0.02) 578 Benefit Invoice Rec		
08/01/2024	PRBRISUMMARY PRBRI 08/01/2024		726399 (0.20) 582 Benefit Invoice Rec		
08/02/2024	PR SUMMARY PR 08/02/2024		726594 76.54 605		
08/16/2024	PR SUMMARY PR 08/16/2024		727433 67.20 606		
09/13/2024	PR SUMMARY PR 09/13/2024		729661 76.54 610		
09/13/2024	PRV SUMMARY PRV 09/13/2024		729665 (38.27)	DD37448 V -	DD37448

Balances as of 01/31/2025

Fund 295 - Airport

Account	Description	2024-25 Amended Budget	YEAR-TO-DATE THRU 01/31/25	Available Balance	% Used
Expenditures					
Department 595: Airport					
09/27/2024	PR SUMMARY PR 09/27/2024		730566 33.60 611		
10/01/2024	GJ HSA DEPOSITS 2024 - 4TH Q		730863 45.00 JE# 359747		
10/11/2024	PR SUMMARY PR 10/11/2024		731511 38.27 613		
10/25/2024	PR SUMMARY PR 10/25/2024		732198 33.60 615		
11/08/2024	PR SUMMARY PR 11/08/2024		733151 38.27 616		
11/22/2024	PR SUMMARY PR 11/22/2024		733896 33.60 620		
12/01/2024	PRBRISUMMARY PRBRI 12/01/2024		736054 208.25 619 Benefit Invoice Rec		
12/06/2024	PR SUMMARY PR 12/06/2024		734983 38.27 621		
12/17/2024	GJ HSA ADVANCE - M STRANGE & B CARY JOINED		735649 45.00 JE# 359953		
12/20/2024	PR SUMMARY PR 12/20/2024		735593 33.60 623		
01/01/2025	PRBRISUMMARY PRBRI 01/01/2025		736052 4.67 615 Benefit Invoice Rec		
01/02/2025	GJ HSA DEPOSITS 2025 - 1STQ		736216 112.50 JE# 359972		
01/03/2025	PR SUMMARY PR 01/03/2025		736243 71.14 626		
01/17/2025	PR SUMMARY PR 01/17/2025		737201 61.80 629		
01/31/2025	PR SUMMARY PR 01/31/2025		738042 (0.60) 633		
716.00	Hospitalization	2,086.00	1,181.73	904.27	56.65
717.00	Life Insurance				
07/01/2024	PRAW SUMMARY PRAW 07/01/2024		725945 (2.69) 601		
07/01/2024	PRBRISUMMARY PRBRI 07/01/2024		725796 (0.65) 575 Benefit Invoice Rec		
07/05/2024	PR SUMMARY PR 07/05/2024		724899 2.69 601		
08/01/2024	PRBRISUMMARY PRBRI 08/01/2024		726398 (0.65) 580 Benefit Invoice Rec		
08/02/2024	PR SUMMARY PR 08/02/2024		726594 0.79 605		
09/13/2024	PR SUMMARY PR 09/13/2024		729661 0.79 610		
09/13/2024	PRV SUMMARY PRV 09/13/2024		729665 (0.69) DD37448 V - DD37448		
10/11/2024	PR SUMMARY PR 10/11/2024		731511 0.10 613		
10/23/2024	PRBRISUMMARY PRBRI 10/23/2024		732297 0.67 600 Benefit Invoice Rec		
11/08/2024	PR SUMMARY PR 11/08/2024		733151 0.10 616		
12/01/2024	PRBRISUMMARY PRBRI 12/01/2024		734213 0.67 610 Benefit Invoice Rec		
12/01/2024	PRBRISUMMARY PRBRI 12/01/2024		736053 0.67 616 Benefit Invoice Rec		
12/06/2024	PR SUMMARY PR 12/06/2024		734983 0.10 621		
01/03/2025	PR SUMMARY PR 01/03/2025		736243 0.77 626		
717.00	Life Insurance	17.00	2.67	14.33	15.71
718.00	RETIREMENT - D/B	0.00	0.00	0.00	100.00
718.10	RETIREMENT - D/C				
08/13/2024	GJ MERS - DC/ JULY WITHHOLDINGS		730708 93.08 JE# 359742		
09/06/2024	GJ MERS - DC/ AUG WITHHOLDINGS		732317 205.92 JE# 359808		
10/03/2024	GJ MERS - DC/ SEPT WITHHOLDINGS		733816 21.17 JE# 359894		
10/31/2024	GJ MERS - DC/ OCT WITHHOLDINGS		733817 21.35 JE# 359895		
12/06/2024	GJ MERS - DC/ NOV WITHHOLDINGS		737251 56.70 JE# 360022		
718.10	RETIREMENT - D/C	746.00	398.22	347.78	53.38
740.00	Operating Supplies				
07/12/2024	AP ACCT NO. CIMA1 JANITORIAL SUPPLIES AIRPO		726204 271.02 Inv #: '184824' Vendor '7271'		
12/05/2024	AP ACCT NO. CIMA1 JANITORIAL SUPPLIES		736518 112.60 Inv #: '188096' Vendor '7271'		
740.00	Operating Supplies	2,000.00	383.62	1,616.38	19.18
757.00	Fuels & Lubricants				
08/06/2024	AP 3,000 GALLONS UL94 AVGAS		727335 14,952.00 Inv #: '2751' Vendor '501211'		

Balances as of 01/31/2025

Fund 295 - Airport

Account	Description	2024-25 Amended Budget	YEAR-TO-DATE THRU 01/31/25	Available Balance	% Used
Expenditures					
Department 595: Airport					
08/29/2024	AP AV FUEL 100 LL FOR BROOKS AIRPORT		730041 27,132.72	Inv #: '4125640' Vendor '501470'	
11/06/2024	AP ACCT NO. 0470-00-462076-1 FUEL PURCHASES		734715 43.52	Inv #: '100856102' Vendor '500683'	
757.00	Fuels & Lubricants	76,000.00	42,128.24	33,871.76	55.43
801.00	Professional Services	0.00	0.00	0.00	100.00
805.00	Administrative Costs				
07/01/2024	GJ HEARTLAND PMT FEE		728079 395.81	JE# 359618	
08/01/2024	GJ HEARTLAND PMT FEE		729645 442.55	JE# 359698	
09/01/2024	GJ HEARTLAND PMT FEE		732239 372.85	JE# 359799	
10/01/2024	GJ HEARTLAND PMT FEE		733789 325.67	JE# 359886	
11/01/2024	GJ HEARTLAND PMT FEE		736397 337.17	JE# 359974	
12/02/2024	GJ HEARTLAND PMT FEE		737261 218.63	JE# 360028	
805.00	Administrative Costs	2,000.00	2,092.68	(92.68)	104.63
812.00	License				
10/31/2024	AP CUST ID: 114063 AIRPORT LICENSE FEE 2025		734810 50.00	Inv #: '591-11286254' Vendor '4521'	
812.00	License	50.00	50.00	0.00	100.00
820.00	Contracted Services				
08/04/2024	AP 2024 LAWN MOWING AT BROOKS FIELD AIRPORT		727816 2,160.00	Inv #: '1419-2024' Vendor '501965'	
09/10/2024	AP 2024 LAWN MOWING AT AIRPORT AUGUST 2024		731185 1,080.00	Inv #: '1456-2024' Vendor '501965'	
09/30/2024	AP AIRPORT WEATHER OBS & DATA SYSTEM JUL-SE		733094 589.73	Inv #: '591-11281319' Vendor '4521'	
10/03/2024	AP 2024 LAWN MOWING AT AIRPORT SEPTEMBER 20		732610 1,620.00	Inv #: '1491-2024' Vendor '501965'	
10/08/2024	AP AIRPORT QUARTERLY OPERATOR INSPECTION 10		734024 200.00	Inv #: '56356' Vendor '500233'	
11/08/2024	AP CREDIT CARD - CITY OF MARSHALL 0668		735023 72.00	Inv #: '11082024COM' Vendor '7558'	
11/13/2024	AP 2024 LAWN MOWING AT AIRPORT OCTOBER 2024		735270 1,080.00	Inv #: '1516-2024' Vendor '501965'	
12/30/2024	AP AIRPORT QUARTERLY OPERATOR INSPECTION 12		737902 200.00	Inv #: '56458' Vendor '500233'	
820.00	Contracted Services	16,000.00	7,001.73	8,998.27	43.76
825.00	Insurance				
07/01/2024	GJ 2024 - 2025 TOKIO MARINE INSURANCE		733600 5,994.48	JE# 359870	
11/01/2024	AP ACCT NO. MARSHAL-01 AIRPORT LIABILITY IN		733934 3,869.00	Inv #: '3870119' Vendor '4472'	
825.00	Insurance	6,000.00	9,863.48	(3,863.48)	164.39
850.00	Communications				
07/01/2024	UB Internal Charge		726014 99.00	Internal Charge	
08/01/2024	UB Internal Charge		727546 99.00	Internal Charge	
08/30/2024	UB Internal Charge		729968 99.00	Internal Charge	
08/31/2024	AP AD NO. 6100458 ADS 8/10, 8/24, 8/31		731436 84.00	Inv #: '503517' Vendor '7557'	
10/01/2024	UB Internal Charge		731575 99.00	Internal Charge	
10/10/2024	AP CREDIT CARD - CITY OF MARSHALL 0668		733073 152.07	Inv #: '10102024COM' Vendor '7558'	
10/10/2024	AP CREDIT CARD - CITY OF MARSHALL 0668		733073 167.64	Inv #: '10102024COM' Vendor '7558'	
11/01/2024	UB Internal Charge		733669 99.00	Internal Charge	
12/02/2024	UB Internal Charge		735392 99.00	Internal Charge	
12/31/2024	UB Internal Charge		737146 99.00	Internal Charge	
850.00	Communications	2,500.00	1,096.71	1,403.29	43.87
860.00	Transportation & Travel	150.00	0.00	150.00	0.00

Balances as of 01/31/2025

Fund 295 - Airport

Account	Description	2024-25 Amended Budget	YEAR-TO-DATE THRU 01/31/25	Available Balance	% Used
Expenditures					
Department 595: Airport					
921.00	Utilities - Gas				
07/08/2024	AP ACCT NO. 1000 9033 6411 AIRPORT JULY 202		726187	16.00	Inv #: '203055343085' Vendor '7951'
08/06/2024	AP ACCT NO. 1000 9033 6411 AIRPORT AUGUST 2		728200	16.00	Inv #: '202254502384' Vendor '7951'
09/05/2024	AP ACCT NO. 1000 9033 6411 AIRPORT SEPTEMBE		730382	16.00	Inv #: '204746255952' Vendor '7951'
10/06/2024	AP ACCT NO. 1000 9033 6411 AIRPORT OCTOBER		732511	16.38	Inv #: '204835290358' Vendor '7951'
11/05/2024	AP ACCT NO. 1000 9033 6411 AIRPORT NOVEMBER		734775	38.01	Inv #: '203767453304' Vendor '7951'
12/08/2024	AP ACCT NO. 1000 9033 6411 AIRPORT DECEMBER		736504	160.76	Inv #: '206881592522' Vendor '7951'
01/01/2025	AP CONSUMERS ENERGY UTILITY BILLS JANUARY 2		737440	193.82	Inv #: 'JANUARY2025' Vendor '7951'
921.00	Utilities - Gas	2,000.00	456.97	1,543.03	22.85
922.00	Utilities-Elec, Water, Sewer				
07/01/2024	UB Internal Charge		726022	574.73	Internal Charge
07/11/2024	UB Internal Charge		727541	522.68	Internal Charge
07/31/2024	UB Internal Charge		729458	48.00	Internal Charge
08/12/2024	UB Internal Charge		730296	503.21	Internal Charge
08/22/2024	UB Internal Charge		731005	72.28	Internal Charge
09/11/2024	UB Internal Charge		731931	478.41	Internal Charge
09/30/2024	UB Internal Charge		732892	52.09	Internal Charge
10/11/2024	UB Internal Charge		733665	525.79	Internal Charge
11/01/2024	UB Internal Charge		734989	57.93	Internal Charge
11/11/2024	UB Internal Charge		735690	131.99	Internal Charge
11/27/2024	UB Internal Charge		736380	462.65	Internal Charge
12/12/2024	UB Internal Charge		737244	179.38	Internal Charge
12/31/2024	UB Internal Charge		738160	309.89	Internal Charge
01/17/2025	UB SUMMARY UB 01/17/2025		737266	(179.38)	
922.00	Utilities-Elec, Water, Sewer	6,400.00	3,739.65	2,660.35	58.43
930.00	Equipment Maintenance				
08/09/2024	AP ASSEMBLY TILT SWITCH		728216	381.00	Inv #: '0094784-IN' Vendor '501377'
08/09/2024	AP CREDIT CARD - ERIC ZUZGA 0627		728760	681.19	Inv #: '08092024EZ' Vendor '7558'
09/09/2024	AP SERVICE CALL TO REPAIR 94 OCTANE PUMP LE		731499	1,710.31	Inv #: '261377' Vendor '400261'
10/08/2024	AP CUST NO. MAR200 ANNUAL AIRPORT COMPLIANC		733093	967.00	Inv #: '263908' Vendor '400261'
11/12/2024	AP SERVICE CALL TO BROOKS AIRPORT		735301	42.00	Inv #: '305281' Vendor '300336'
12/12/2024	AP ACCT NO. 1741510 SHOE ASSY, WIPER FLUID,		737008	106.02	Inv #: '4788-418595' Vendor '501704'
12/17/2024	AP CUST NO. MAR200 INSTALLED DRI-SUMP & TES		737887	1,607.00	Inv #: '267510' Vendor '400261'
930.00	Equipment Maintenance	2,500.00	5,494.52	(2,994.52)	219.78
931.00	Maintenance of Building				
07/22/2024	AP ACCT NO. CIMA1 JANITORIAL SUPPLIES POLIS		727759	112.68	Inv #: '185050' Vendor '7271'
07/26/2024	AP WINDOWS, SEALANT		727837	2,465.38	Inv #: '2407-512498' Vendor '6575'
08/22/2024	AP SEALANT, SCREWS		730211	69.90	Inv #: '2408-515589' Vendor '6575'
08/27/2024	AP 4PK PADLOCK, KEY COLOR RINGS		731196	30.39	Inv #: '08272024-10348' Vendor '2179241'
08/27/2024	AP KEY CUT		731197	6.58	Inv #: '08272024-10350' Vendor '2179241'
08/30/2024	AP FLEX SEAL		728560	16.99	Inv #: '634302' Vendor '7281'
08/30/2024	AP KILLZALL SUPER CON 32OZ		728562	39.98	Inv #: '634884' Vendor '7281'
09/11/2024	AP CHISEL TOOTH BLADE, INSULATED SEALANT		732548	50.97	Inv #: '641723' Vendor '7281'
09/23/2024	AP FLY TRAPS, INSULATED SEALANT		732568	48.94	Inv #: '642270' Vendor '7281'
10/07/2024	AP 5X8 NYLON FLAG, 5/16" SPRING SNAP LINK		734666	74.38	Inv #: '10072024-12201' Vendor '2179241'
10/30/2024	AP DRILL BIT ROTARY, NUTS, BOLTS		734622	7.15	Inv #: '644114' Vendor '7281'
11/15/2024	AP KNOXBOX 3200 (QTY 3)		736318	503.33	Inv #: 'INV-KA-351844' Vendor '3119'
01/07/2025	AP CABLE LOCK, KEYS		737793	19.75	Inv #: '647280' Vendor '7281'

Fund 295 - Airport

Account	Description	2024-25 Amended Budget	YEAR-TO-DATE THRU 01/31/25	Available Balance	% Used
Expenditures					
Department 595: Airport					
931.00	Maintenance of Building	5,000.00	3,446.42	1,553.58	68.93
941.00	MOTOR POOL VEHICLE RENTAL				
11/08/2024	PREQPSUMMARY PREQP 11/08/2024		733167 20.12 616		
01/03/2025	PREQPSUMMARY PREQP 01/03/2025		736244 193.32 626		
01/17/2025	PREQPSUMMARY PREQP 01/17/2025		737202 128.88 629		
01/31/2025	PREQPSUMMARY PREQP 01/31/2025		738043 644.40 633		
941.00	MOTOR POOL VEHICLE RENTAL	0.00	986.72	(986.72)	100.00
941.01	TECHNOLOGY INTERNAL SERVICE CHARGE				
07/15/2024	GJ MONTHLY - TECHNOLOGY		727636 298.33 JE# 359589		
07/15/2024	GJ TO REVERSE MANUAL JOURNAL ENTRY: 359589		727637 (298.33) JE# 359590		
07/15/2024	GJ MONTHLY - TECHNOLOGY		727666 298.33 JE# 359591		
08/15/2024	GJ MONTHLY - TECHNOLOGY		732349 298.33 JE# 359816		
09/15/2024	GJ MONTHLY - TECHNOLOGY		733216 298.33 JE# 359841		
10/15/2024	GJ MONTHLY - TECHNOLOGY		733853 298.33 JE# 359904		
11/15/2024	GJ MONTHLY - TECHNOLOGY		735456 298.33 JE# 359935		
941.01	TECHNOLOGY INTERNAL SERVICE CHA	3,580.00	1,491.65	2,088.35	41.67
955.00	COST ALLOCATION				
07/03/2024	GJ COST ALLOCATION		727670 1,081.75 JE# 359595		
10/03/2024	GJ COST ALLOCATION		733223 1,081.75 JE# 359848		
10/03/2024	GJ TO REVERSE MANUAL JOURNAL ENTRY: 359848		733856 (1,081.75) JE# 359907		
10/03/2024	GJ COST ALLOCATION		733857 1,081.75 JE# 359908		
955.00	COST ALLOCATION	4,327.00	2,163.50	2,163.50	50.00
956.00	Bad Debt Expense	0.00	0.00	0.00	100.00
958.00	Education & Training				
11/12/2024	AP CPR & AED TRAINING 11/12/24		736319 45.00 Inv #: '24-2041HS' Vendor '400752'		
958.00	Education & Training	0.00	45.00	(45.00)	100.00
968.00	Depreciation	0.00	0.00	0.00	100.00
990.00	Debt Service	0.00	0.00	0.00	100.00
994.00	Bond Interest Paid	0.00	0.00	0.00	100.00
995.00	Transfers to Other Funds	0.00	0.00	0.00	100.00
Total - Dept 595		168,372.00	106,648.27	61,723.73	63.34
Total Expenditures		168,372.00	106,648.27	61,723.73	63.34
NET OF REVENUES AND EXPENDITURES		42,250.00	(49,958.02)	92,208.02	

February 2025 Airport manager's report:

Fuel:

Fuel Type	Volume Last Month	Volume This Month	Sales volume Last 30 Days	Current Price	Our Cost	Value In Ground
100LL	2585	2230	355	\$5.15	\$4.30	\$9,589.00
94 Swift	2539	2488	51	\$5.83	\$4.98	\$12,390.24
						\$21,979.24

Current 100LL comparison prices:

KFPK:	KOEB:	KAZO:	KBTL:	KHAI:	Average:
\$5.66	\$5.90	\$5.29	\$5.67	\$5.24	\$5.55

Other items:

- Eddie plowed snow numerous times throughout the month. He does a wonderful job of keeping our driveway, ramp, and taxi streets cleared.
- Eddie Elwood received a certificate of recognition from the City of Marshall for his 10 years of service.
- I attended a City luncheon and presentation from our City Manager Derek Perry, he reviewed our progress over the last year and outlined City goals for the coming year.
- I am looking forward to the Michigan Airport Conference in Lansing on February 19th.
- I received a tentative lawn mowing bid form from our purchasing agent. I edited the bid form and sent it back to our purchasing agent and facilities director for review. They are both aware that I will be directly involved in each step of the process for selecting our next contractor.
- Our Veeder Root fuel tank monitor quit working, the LCD screen lit up but it would not connect to the tanks or perform any other functions. RW Mercer was on site when this report was sent.

Trivia:

Which president had the first Air Force One?

What model aircraft was it?

What was the second Air Force One?



ITEM 10.A

TO: Airport Board
FROM: Marcia Strange, Director of Community Development
DATE: February 3, 2025
SUBJECT: Draft of Lawnmowing Contract

Jake Andrews will be issuing an RFP for lawnmowing services across the City and is targeting getting that out this month (February).

RECOMMENDATION:
No action at this time.

CITY OF MARSHALL

SPECIFICATIONS FOR BIDS

~~TWO~~ **ONE YEAR CONTRACT** **MOWING SERVICES AT BROOKS AIRPORT**

The City reserves the right to accept or reject any or all bids at its discretion and to accept the bid which will be in the best interest of the City of Marshall. It is the intent of the City of Marshall to enter into an agreement for mowing services at Brooks Airport, 1243 S. Kalamazoo Ave, Marshall, MI 49068. Vendor responsiveness, availability, and quality of service will be of the utmost importance in this agreement.

I. PREPARATION OF BIDS

- A. Bids must be submitted typewritten or clearly printed in ink on the original forms (~~is that this document or is there another form?~~) provided by the City of Marshall and signed by a duly authorized representative of the company submitting the bid. Bids will be received until 1:00 pm on Wednesday, ~~March 24, 2021~~ **March 19th, 2025** by the City of Marshall, Attn: Christy Ramey. ~~323 W. Michigan Ave, Marshall, MI 49068.~~ Bids may also be ONLY **be** emailed directly to: ~~CRAEMEY@CITYOFMARSHALL.COM~~ **Cramey@CityofMarshall.com** *Minor detail, changed capitalization to match section XX.*
- B. Bids must be clearly marked ~~on the outside~~ **in the subject line** "Mowing Services".
I changed that wording because the sentence before states that bids may only be emailed.
- C. Late bids will not be accepted and will be returned to the bidder.
- D. Communications regarding this proposal may be directed to Craig ~~Griswald~~ **Typo. Griswold**, Airport Manager, at 269-330-2908 or ~~CGriswald@cityofmarshall.com~~ **Typo. Cgriswold@CityofMarshall.com**
- E. All services shall be performed to conform to MIOSHA or any-and-all safety standards in effect at the time of service.

II. AWARD

The bid will be awarded to the responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Marshall, price, references and other factors considered. The City of Marshall reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City of Marshall. The City further reserves the right to not award the bid whatsoever, and opt to do the work internally. Any bidder who is in default to the City of Marshall at the time of submittal of the bid, any substantial non-conformity in the offer, evidence of collusion with other bidders, incomplete, responsive or inadequate bids as determined by the City of Marshall shall be deemed non-responsible and the bid rejected.

III. BID RESULTS

All bids submitted in response to this invitation shall become the property of the City of Marshall and be a matter of public record available for review.

IV. CURRENCY

Prices calculated by the bidder shall be stated in U.S. dollars. The City is tax exempt.

V. GENERAL TERMS AND CONDITIONS

- A. Applicable Laws: The Ordinances and Charter of the City of Marshall and the laws of the State of Michigan concerning competitive bids, quotes, contracts, proposals and purchases will be employed.
- B. Taxes: The City of Marshall is generally exempt from Federal Excise and Michigan Sales Tax. Prices shall not include tax.
- C. The City of Marshall is a governmental agency and qualifies for governmental discounts.
- D. If the bidder elects to deviate from the specifications stated, all exceptions or other changes shall be clearly noted.
- E. The City does not discriminate based on race, color, national origin, sex, religion, age, or disability in employment or the provision of services.
- F. Bids may be withdrawn prior to the opening date and time. Bids may not be withdrawn or changed for a period of ninety (90) days after the official date of opening thereof. This time period may be extended by mutual agreement of the City and any bidder or bidders.
- G. Bidders shall not divulge, discuss or compare their bid with other bidders and shall not collude with any other bidder or parties of the proposal whatsoever.
- H. This bid proposal does not commit the City of Marshall to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.
- I. The period of service of this contract shall be from the date of the award through December 31, ~~2022~~ **2025**. The City reserves the option to renew the contract for up to an additional 2 years if mutually agreed upon.
- J. The City of Marshall reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the bid.

VI. SITE INSPECTION

Each bidder is encouraged to inspect the City of Marshall mowing locations to acquaint themselves with conditions relating to execution of the work under the contract. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to visit the site and acquaint him/herself with conditions shall in no way relieve the bidder from any obligation with respect to his/her bid or to the contract.

VII. QUALIFICATIONS OF BIDDER

The Contractor shall provide a minimum of three (3) references including name, address, telephone number and location where service was provided over the past three (3) years.

VIII. CHANGES AND ADDENDA TO BID DOCUMENTS

Information of change or addenda issued in relation to this bid document will be on file and available from the Purchasing Agent, located at City Hall. Documents will be posted on the City's website at www.cityofmarshall.com/faqs/164. In addition, to the extent possible, copies will be emailed or mailed to each vendor registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda.

IX. DESCRIPTION OF WORK SITE

Marshall Brooks Field (Airport) is located at 1243 S. Kalamazoo Ave. Airport manager, Craig Griswold, 269-330-2908.

Please see aerial photograph for approximate outline of areas to be mowed. We require that any interested parties visit the airport and tour the property prior to placing a mowing bid. Any area North or West of the Helipad can be visited any time. An appointment can be made with the Airport Manager to tour the taxiway and runway areas.

These areas must be mowed weekly, or on condition during dry periods.

1. All grassy areas around the hangars, apron and entrance road; Approximately 30' wide clearing along S Kalamazoo Ave.
2. Grass runway adjacent to and parallel to the paved runway; Approximately 6' clearing along all runway and taxiway surfaces; Clearing around PAPI lights (2 sets of 4 orange lights just North of runway); Clearing around weather station and segmented circle (both just North of taxiway).
3. Some string trimming is required around fences near parking lots, along main hangar building and new terminal building, and around trees / signs in North West corner.

The map is included in Attachment B. A? Why is this Attachment B? Is there an Attachment A? If not then let's change it so as not to insinuate multiple attachments.

X. FREQUENCY OF MOWING

Grass shall be mowed as often as required to maintain a neat and uniform appearance in the operational areas. Except as noted for the specialized areas, the frequency shall be such that the grass cuttings or clippings are not of sufficient quantity to detract from overall appearance and usability. Mower settings and mowing frequency shall be set to maintain a minimum grass height of three (3) inches and a maximum of four (4) inches in specified areas. Adequate care needs to be exercised with the runway, taxiway lights, ponds, rivers, buildings, trees, storage tanks etc. If damaged by contractor and repair or replacement as a result of mowing operations, such costs shall either be directly charged to, or deducted from, payments to the Contractor.

It is anticipated that the areas to be mowed would be on a weekly cycle (about 20-24 mows); more or less, dependent upon weather and growing conditions. Refer to the above site descriptions for any special mowing requests.

~~**Mowing shall be completed in one (1) day. Consistency of the day of week is required though out the season; weather permitting.**~~ **Irrelevant.**

XI. MACHINE AND MACHINE OPERATORS

All mowing operations are to be performed using machines manufactured by a reputable company, recognized for producing quality commercial turf equipment. All equipment shall be mechanically sound. All blades shall be sharp and properly adjusted for height. Certain types of equipment may not be suitable for the slopes in some location, either because of danger from tipping over or because of potential damage to the turf or ground surface. It shall be the contractor's responsibility to select equipment that is suitable for conditions on the site. All machines shall be operated by trained and qualified persons.

XII. MOWING AND TRIMMING STANDARDS

Mowing shall be performed to achieve a neat, even appearance to the total turf area. The desired appearance is that there will not be unmowed areas due to tight turning circles of larger equipment. ~~All work shall occur on the same day.~~ **Irrelevant.** In the event of rain or unusual conditions, work may be completed the next available day. Care shall be exercised to avoid damage to landscaping, building, planes etc. Trimming (using nylon cord-trimming equipment) and/or spraying shall be performed where necessary around trees, wells, fences, lights, structures, and adjoining paved areas. Spraying shall be used only upon the supervisor's authorization at each location. Under no circumstance shall grass clippings be left on any walkway and shall not be blown on structures, vehicles etc.

XIII. SPECIAL REQUIREMENTS

- All litter such as paper, cans, bottles, branches, etc. shall be picked up prior to cutting.
- All non-turf areas such as sidewalks, entrances, etc. shall be free of clippings and cutting debris via blowers, sweeping or other means.
- All turf adjoining paved areas shall be vertically edged to remove turf overgrowth two (2) times each season: first, within two (2) weeks of start-up of contract; second, within the last two (2) weeks of August.
- Additional non-routine operations such as aeration, fertilization, dethatching, etc shall be negotiated separately and approved in advance by each supervisor. Un-approved work will not be paid. There shall be no additional payments made for fuel, parts, oil etc for the duration of this contract.
- It is understood that weather plays an important role in lawn mowing. During extremely dry conditions it may be necessary to not mow as frequently, and conversely, during times of frequent rain; mowing more than once a week may be necessary. It is expected that the contractor uses their best judgement and communicate with the airport manager in these situations.

XIV. COMPLETION DATE

Mowing services are to be performed from Spring ~~2021~~ **2025** through Fall ~~2021~~ **2025** ~~and then Spring 2022 through Fall 2022.~~ **This conflicts with section (V.) (I.).** The City of Marshall reserves the right to extend the contract for the 2023 season if mutually agreed upon by both parties. **Redundant, already stated in section (V.) (I.).**

XV. INDEPENDENT CONTRACTOR

The Contractor is an Independent Contractor, contracted by the City of Marshall and retains the right to exercise full control and supervision of the services, employment, direct compensation, and discharge of all persons assisting in the performance of the services hereunder. The contractor agrees to be solely responsible for all matters relating to payment of employees, compliance with Social Security requirements, withholding requirements, Workers' Compensation payments, Fair Labor Standards, MIOSHA Rules and Regulations and all other regulations governing such matters.

XVI. TERMINATION FOR CONVENIENCE OF THE CITY OF MARSHALL

The City of Marshall, by written notice, may terminate this Contract in whole or in part without cause for the convenience of the City of Marshall. The City of Marshall shall provide the Contractor with written notice of such termination at least fifteen (15) days before the effective date of such termination.

If the City of Marshall exercises the right to terminate this contract because of conditions that are beyond the control of the City of Marshall, such termination shall have immediate effect upon receipt of written notice by the contractor. Under the termination provisions of this paragraph, the contractor shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.

The contractor shall immediately submit to the City of Marshall a final invoice for any work actually performed. After payment of such sum by the City of Marshall, the City of Marshall shall be under no further obligation to the contractor.

XVII. TERMINATION FOR CAUSE

Acceptance of the bid is conditioned upon proper services rendered of mowing and lawn maintenance services and written acceptance to the terms herein. In the event of failure by the successful bidder to deliver the services in accordance with the terms of the Agreement, the contract may be deemed null and void and the amount due from the work performed forfeited as liquidated damages unless written agreement is obtained to extend the termination date.

If the contractor fails to perform in a timely and proper manner any obligation under this contract, or if the contractor violates any of the covenants, agreements, or stipulations of this contract, the City of Marshall may

consider the contractor to be in default and terminate this contract. Such termination shall be by written notice specifying the effective date thereof. Termination in accordance with the above shall not relieve the contractor of any liability to the City of Marshall for damages sustained as a result of any breach of contract or default by the contractor. Upon the default of the contractor and the termination of this contract, the City of Marshall may withhold any payments due the contractor and apply the same as a set off against damages sustained by the City of Marshall as a result of the contractor's default.

XVIII. ASSIGNMENT

The contractor shall not assign or transfer any interest in the contract or delegate its performance of duties except upon written approval of the City of Marshall, which approval shall not be unreasonably withheld. Consent to assign, transfer, or delegate any interest or performance on this contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

XIX. RESPONSIBILITY OF CONTRACTOR

Except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, power, transportation, supervision, temporary construction of every nature, taxes legally collectable, and all other services and facilities of every nature whatsoever necessary to execute the work to be done under the Contract and deliver it complete in every respect within the specified time.

XX. INVOICING AND PAYMENT

Invoices shall specify the date and location of each cutting. The City pays all invoices on net 30 terms. The contractor may submit invoices monthly, bi-weekly, or weekly.

If the City of Marshall needs to remove debris which has been mowed rather than removed, the costs for performing that work shall be deducted from the payment request for that cutting. Submit all invoices to Christy Ramey, Purchasing Agent; City of Marshall, 323 West Michigan Ave., Marshall, Michigan 49068. Email is preferred at Cramey@CityofMarshall.com and copy the airport manager Cgriswold@CityofMarshall.com.

XXI. INSURANCE REQUIREMENTS

The contractor shall maintain such insurance that will provide indemnity for claims under workers' compensation acts and employer's liability; from claims for damages because of bodily injury, including death, to all others; and from claims from damages to property, any or all of which may arise out of or result from the contractor's operations under this contract, or from any subcontractor or anyone directly or indirectly employed.

The contractor agrees to carry and to furnish certificates from its insurance carrier showing that it carries insurance in the following minimum amounts, with the City of Marshall as a named insured:

- (1) Workers' Compensation - The Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his/her employees employed at the site of the project, and in case any work is sublet, the contractor shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees is engaged in hazardous work under the Workers' Compensation statute, the contractor shall provide and shall cause each sub-contractor to provide additional insurance satisfactory to the City of Marshall for the protection of the employee not otherwise protected. Limits for employee's liability of \$500,000/\$500,000/\$500,000.
- (2) Comprehensive General Liability Insurance - The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage insurance as shall protect him/her and any sub-contractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed and the amount of such insurance shall be as follows:

- (a) Comprehensive General Liability Insurance - In the amount not less than \$1 million combined single limit coverage for injuries, including accidental death, and Property Damage Insurance in an amount not less than \$500,000 construed as including Contractor's Contingent or Protective Insurance if necessary, to protect the contractor from damage arising from operations under this contract.
- (b) Insurance Covering Special Hazards - The following special hazards shall be covered by rider or riders to the Public Liability and/or Property Damage Insurance policy or policies herein elsewhere required to be furnished by this contractor or by separate policies of insurance, in amounts as follows: Non-anticipated.

Certificates from the insurance carrier shall set forth the amounts of coverage, policy numbers and expiration dates, name the City of Marshall as co-insured, and also provide for ten (10) days advance written notice of cancellation or reduction in coverage. If the Contractor is self-insured, the certificate of the appropriate State agency must be furnished to the City of Marshall. The purchase of insurance or furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's indemnification of the City of Marshall.

BEFORE PERFORMING ANY WORK, CONTRACTOR SHALL PROVIDE COPIES OF THE APPLICABLE INSURANCE CERTIFICATES TO THE CITY OF MARSHALL. ANY WORK PERFORMED PRIOR TO PRESENTMENT OF AN ACCEPTABLE INSURANCE CERTIFICATE MAY NOT BE COMPENSATABLE.

XXII. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City of Marshall, its council members, city manager, directors, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and descriptions, damages, Losses and Litigation Expenses, including but not limited to attorney's fees though appeals, arising out of or resulting from the performance of work in this contract, providing that any such claim, demand, cause of action, damage, Loss or expense (1) is attributable to bodily injury, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

XXIII. BID AND AWARD

The undersigned bidder declares that they have carefully read, become familiar with and understands the bid/contract documents and specifications and hereby proposes to fulfill the attached bid.

The undersigned deposes and says that as a responsible bidder submitting this bid, its agents, officers, or employees have not directly or indirectly entered into any kind of agreements, participated in any collusion, or otherwise taken any action in restraint of free and competitive bidding in connection with this proposal for this project.

Certification Regarding Debarment, Suspension and Other Responsibility Matters—Primary Covered Transaction

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or

default.

II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City of Marshall to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statement or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions or entered wording obscure as too its meaning may cause the bid to be declared irregular and may be cause for rejection of the bid.

The undersigned further agrees to provide mowing and lawn care services subject to the terms, time schedules, and conditions set forth in the Specification for Bids.

The bid includes labor, materials, equipment, transportation, and other costs necessary to provide the requested services.

Bid - Contract for ~~2021-2022 (2 Years)~~ 2025

Site 1 - Attachment B A?: Cost per cut for specified areas of Brooks Airport \$_____

SIGNATURE OF BIDDER_____

BY_____TITLE_____

NAME OF COMPANY_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____

TELEPHONE_____

E-MAIL_____DATE_____

Attachment B A? Map of Brooks Airport

