

CITY COUNCIL MEMBERS
Jane Pacheco, Mayor
Tony Iannelli, Mayor Pro-Tem
Eric Keaton
Kate Mehuron
George Merkel
Beth Morris
Bill Ruddock

AGENDA
CHELSEA CITY COUNCIL
MONDAY, FEBRUARY 5, 2024 AT 7:00PM
CITY COUNCIL CHAMBERS
311 S. MAIN ST.
CHELSEA, MI 48118

CITY MANAGER
MARTIN COLBURN

CITY CLERK
Lyn Sebestyen

DEPUTY CLERK
Laura Kaiser

Call to Order

Pledge of Allegiance to the Flag of the United States

Approval of Consent Agenda

1. Meeting minutes of January 22, 2024, City Council Regular Meeting
2. Approval of Bills
3. Approval of Farmers Market Request for Palmer Commons Reservation

Approval of Regular Agenda

Public Comments - Zoom instructions for public comment (for those attending remotely) are listed below

Presentation

1. SRSLY
2. NRW Great American Water Taste Test Competition (Superintendent Davis)

Public Hearing

Council Business

1. Appointment to Downtown Development Authority (Mayor Pacheco)
2. Millage Rebate Recommendation Update/Discussion (Mayor Pacheco)
3. Adopt Resolution Approving Special Event Permit for Soccer Shots of Ann Arbor (Manager Colburn)
4. Adopt Resolution Establishing Wednesday Farmers Market (Manager Colburn)
5. Approve Agreement with Midwestern Consulting, LLC for construction engineering, inspection, surveying, and material testing for the MDOT W. Middle Street Project (Manager Colburn)
6. W. Middle Street Improvements Project Change Order #2 (Manager Colburn)
7. Approval of First Reading of Food Truck Ordinance (Planner Montagno)
8. Planning Commission Annual Report (Planner Montagno)
9. Adopt Resolution Approving PILOT Transfer to General Fund (Director King)
10. Approval of Transfer to Annual OPEB Investment Trust Fund (Director King)
11. Electric Department Regasketing of Two Substation Transformers (Operations Manager Stevens)
12. Approve Purchase of Bulk Water Meter and Meter Horn Purchase (Superintendent Davis)
13. Request for Authorization to Negotiate Human Resources Services on behalf of the City of Chelsea (Manager Colburn)

Staff Reports

1. City Manager Report
2. Quarterly Planning Report

Council Reports

Adjournment

Zoom Information

You may join the **February 5, 2024** meeting from your computer, tablet or smartphone via Website: <https://zoom.us/join>

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WEBINAR ID: 880 0213 9687
WEBINAR PASSWORD: 662839

Or you may also dial in using your phone.

CALL IN PHONE NUMBER: 1-312-626-6799

*To make a public comment "Raise Your Hand" by pressing *9 on your telephone keypad. You will be called upon in the order received. An instruction page will be provided on the next page showing how to participate.*

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Call to Order

Present: Mayor Pacheco, Council Members Iannelli, Keaton, Mehuron, Merkel, Morris, Ruddock, Manager Colburn, Deputy Clerk Kaiser

Absent:

Mayor Pacheco called the meeting to order at 7:00 p.m.

Pledge of Allegiance to the Flag of the United States

Approval of Consent Agenda

1. Meeting minutes of January 8, 2024
2. Approval of Bills
3. Approval of Palmer Commons Rental by Chamber of Commerce at reduced rate for 2024 Sounds & Sights Festival

MOTION Ruddock SECONDED Merkel to approve the consent agenda. All Ayes. Motion Carried.

Approval of Regular Agenda

MOTION Iannelli SECONDED Keaton to approve the regular agenda as amended. All Ayes. Motion Carried.

Public Comments (available in person and via Zoom) - none

Presentation

1. Washtenaw Area Value Express (WAVE Bus) Annual Report
Executive Director Marie Gress presented the 2023 Annual Report which included Door-to-Door rider data and 2024-2025 updates.
2. Main Street Park Alliance Update
Joe Ziolkowski presented an update and status of the Main Street Park progress. He reported on the multiple focus groups and touch points with City Staff. He said the City Manager and staff have been excellent partners in this effort. Another public open house is planned for February 13th from 12-2 pm and 5-7 pm at the Chelsea Depot.

Public Hearing - none

Council Business

1. Appointments to Downtown Development Authority (Mayor Pacheco)

The Downtown Development Authority Board (DDA) has an open board member position due to the resignation of a current member. Howard Merkel has applied for the open position.

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MOTION Merkel SECONDED Keaton to appoint Howard Merkel to the Downtown Development Authority (DDA) Board for a term ending December 31, 2025. All Ayes. Motion carried.

2. Appointment to Human Rights Commission (Mayor Pacheco)

Mary Keaton was appointed to fill a partial term on the Human Rights Commission last year. That term is scheduled to expire on February 1, 2024. Mrs. Keaton has agreed to be re-appointed as a member of the Human Rights Commission for a term ending February 1, 2027.

MOTION Ruddock SECONDED Iannelli to appoint Mary Keaton to the Human Rights Commission with a term ending February 1, 2027. 6 Ayes, 1 abstain (Keaton). Motion carried.

3. Adoption of Resolution Establishing 2024 Poverty Exemption Guidelines (Director King)

The City Assessors have prepared the attached 2024 Poverty & Hardship Application. This information includes updated maximum income rates and asset values.

MCL 211.7u of the General Property Tax Act, MCL 211.1, et. seq., allows a property tax exemption for the principal residence of persons who, in the judgment of the Assessor and board of review, by reason of poverty, are unable to contribute to the public charges.

The rates within the application are the same as those used by the Chelsea School District to determine the need for free and reduced school lunches as published annually in the Federal Register each spring by the Department of Agriculture. The Department of Agriculture provides documentation in the Federal Register of the complete calculation. The rates used are based on 185% of the annual federal poverty levels.

Upon approval by Council, these forms will be available online and at the City Office front desk.

MOTION Keaton SECONDED Merkel to adopt Resolution #2024-2 Establishing 2024 Poverty Exemption Guidelines. Roll Call Vote. All Ayes. Motion carried.

4. Adopt Resolution Approving Budget Amendments (Director King)

The Director of Finance is requesting that the City Council adopt the proposed budget amendments for the 2023-2024 budget. These amendments reflect changes that occurred during the course of business to date for this fiscal year. Explanations for the amendments are provided in the packet.

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Most of the amendments requested are due to increased tax collections and increased interest earnings. Communication of expenditures and revenue, and review of expenditures and approval of amendments to budget estimates is part of the normal cycle of City finance in which City Council plays a key role.

MOTION Iannelli SECONDED Merkel to BE IT RESOLVED that the City Council adopt the line-item budget amendments for the fiscal year 2023-2024 provided in the packet. Roll Call Vote. All Ayes. Motion carried.

5. Purchase of Safety Trench Box (Superintendent Davis)

The Utilities departments at times are required to repair water, sewer and storm lines. A trench box will provide an additional safety measure required by OSHA when making these repairs. This will allow us to remove less material by also keeping the hole safe. Three quotes were requested and received:

Allen Trench Safety Corporation - \$6,719.00
Iron Lot, LLC - \$10,110.00
Efficiency Production - \$9,075.85

MOTION Iannelli SECONDED Keaton to approve the quote from Allen Trench Safety Corporation for a total of \$6,719.00. All Ayes. Motion carried.

Staff Reports

Manager Colburn reported on the two water main repairs on Flanders and East Street. Mr. Colburn said the electric department and city crews are preparing for the upcoming winter weather event. He is working on an informational update report and will provide that to the City Council this week.

Manager Colburn presented the annual IFT Status Report and answered questions from Council Members.

Police Chief Kazyak presented the December 2023 Police Report. He asked the public to prepare for longer commutes and please slow down in inclement weather. DTE is repairing the gas line on Dexter-Chelsea Road. East bound traffic will be re-routed, please follow the signage.

Finance Director King provided the City Council with the December 31, 2023, Financial Report. Ms. King said the budget is on track.

Finance Director King provided the City Council with the December 31, 2023, Investment Report noting the recent investments in CDs and CDARS.

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Council Reports

Council Member Mehuron attended the MLK Celebration Kick Off event on January 15th and said the speeches were great. On January 16th Ms. Mehuron attended the Affordable Housing in Western Washtenaw panel discussion. The video is posted on the City website's Human Rights Commission page. Ms. Mehuron attended the Parks Commission's sub-committee for the Pathway to Renewal. She also thanked Clerk Sebestyen for her diligence in helping with an email issue.

Council Member Merkel reported on the January 16th Parks Commission meeting. The Timbertown updates are moving forward and there is still some momentum for the Community Center. Mr. Merkel will be attending Newly Elected Officials training hosted by MML in Detroit this week.

Council Member Ruddock attended Western Washtenaw Regional Advisory Group meeting. Staff from Washtenaw County attended, and they discussed high speed internet and Chelsea's courthouse status. Mr. Ruddock reported on the Chelsea School Board where two board members have stepped down. Chelsea Schools are accepting applications to fill these two positions.

Council Member Morris noted that the WAVE report was presented earlier in the council meeting. CAFA continued negotiations with employees and was able to ratify an agreement. Ms. Morris plans on attending the Newly Elected Officials training offered by MML.

Council Member Keaton had no meetings to report on. Mr. Keaton thanked City crews for keeping the roads maintained.

Council Member Iannelli reported on the January 9th Planning Commission meeting where they discussed mobile food vending. WWRA met on January 10th where they reported on the activity for 2023. Mr. Iannelli attended the Western Washtenaw Regional Advisory Group meeting and met with County staff. He attended the MLK presentation on January 15th and the panel discussion for Affordable Housing in Western Washtenaw on January 16th. The next Western Washtenaw Regional Advisory Group meeting is scheduled for February 1st at the WAVE office.

Mayor Pacheco continues her weekly meetings with Manager Colburn. On January 10th she attended a round table discussion with stakeholders regarding the rebate funds from the Mental Health and Public Safety millage. A Town Hall meeting is scheduled for January 24th at the Washington Street Education Center from 6:30pm to 8:00pm regarding Washtenaw County Public Safety and Mental Health Preservation Millage. Mayor Pacheco encourages everyone to attend. Mayor Pacheco was not able to attend the Western Washtenaw Regional Advisory Group meeting but said the meeting was recorded and is posted on the City website.

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Mayor Pacheco attended the MLK day events. The January 18th DDA was cancelled due to lack of quorum. Today, Girl Scouts visited the Council Chambers and Police Station. Mayor Pacheco was impressed with the questions asked by the Girl Scouts. Mayor Pacheco said a SPARK meeting is scheduled for January 23rd via zoom. The City has scheduled their annual Visioning Session for Wednesday, January 31st starting at 5:30pm at Silver Maples. Mayor Pacheco said this is a great opportunity for the public to participate.

Mayor Pacheco reminded everyone of the open board positions. Openings are available for the DDA, Human Rights Commission, Parks Commission, and ZBA. Applications and instructions for applying are on the City website.

Adjournment

MOTION Ruddock SECONDED Keaton to adjourn at 8:38 p.m. All Ayes. Motion Carried.

Approved:

Jane Pacheco, Mayor

Laura Kaiser, Deputy Clerk

Memorandum

To: Chelsea City Council
From: City Administration
Date: February 5, 2024
Re: Approval of City Bills and Payroll

The City requests City Council approval to release payment for invoices totaling **\$137,582.81** for the period:

Friday, January 19, 2024 through Thursday, February 1, 2024

The City requests City Council approval for payments made weekly in the amount of **\$490,121.11** for expenses authorized under the City's Bill Approval policy for the same periods.

A detailed listing of these invoices is available on the City website under the City Council packet link.

The City further requests approval for bi-weekly payroll of **\$187,390.21** for payroll dated January 26, 2024.

User: RKapolka

BANK CODE: GEN CHECK DATE: 02/06/2024 INVOICE PAY DATE FROM 02/06/2024 TO 02/06/2024

DB: Chelsea

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
02/06/2024	GEN	00000102329	241	ADAM RIZZO	97.80	0.00	97.80	1
02/06/2024	GEN	00000102330	1459	ALLEN TRENCH SAFETY CORPORATION	6,719.00	0.00	6,719.00	1
02/06/2024	GEN	00000102331	35	BOLLINGER SANITATION	834.00	0.00	834.00	1
02/06/2024	GEN	00000102332	1165	BURNHAM & FLOWER GROUP	75.00	0.00	75.00	1
02/06/2024	GEN	00000102333	1444	CERTASITE, LLC	700.57	0.00	700.57	2
02/06/2024	GEN	00000102334	1130	CINTAS CORPORATION	385.57	0.00	385.57	5
02/06/2024	GEN	00000102335	561	CINTAS CORPORATION LOC.300	82.42	0.00	82.42	1
02/06/2024	GEN	00000102336	241	DAWN FORSYTHE	150.00	0.00	150.00	1
02/06/2024	GEN	00000102337	1455	GROSS ELECTRIC INC	3,284.62	0.00	3,284.62	3
02/06/2024	GEN	00000102338	1394	HEATHER HUNNELL	25.00	0.00	25.00	1
02/06/2024	GEN	00000102339	1245	IMPERIALDADE	140.84	0.00	140.84	1
02/06/2024	GEN	00000102340	1245	IMPERIALDADE	63.74	0.00	63.74	1
02/06/2024	GEN	00000102341	1077	INTERNATIONAL CONTROLS & EQUIPMENT	3,197.50	0.00	3,197.50	1
02/06/2024	GEN	00000102342	241	JOE TINSLEY	200.00	0.00	200.00	1
02/06/2024	GEN	00000102343	1044	KANSAS STATE BANK	47,477.25	0.00	47,477.25	1
02/06/2024	GEN	00000102344	1122	KCI	1,133.45	0.00	1,133.45	1
02/06/2024	GEN	00000102345	1122	KCI	47.52	0.00	47.52	1
02/06/2024	GEN	00000102346	830	LACAL EQUIPMENT, INC.	458.16	0.00	458.16	1
02/06/2024	GEN	00000102347	697	LENAWEE FUELS, INC.	22.99	0.00	22.99	1
02/06/2024	GEN	00000102348	1460	MICHIGAN KENWORTH	430.69	0.00	430.69	2
02/06/2024	GEN	00000102349	241	MIDWEST CONSTRUCTION	1,000.00	0.00	1,000.00	1
02/06/2024	GEN	00000102350	1076	POLICE LEGAL SCIENCES	600.00	0.00	600.00	1
02/06/2024	GEN	00000102351	1425	PRIORITY ONE EMERGENCY	831.87	0.00	831.87	5
02/06/2024	GEN	00000102352	1414	REVIZE LLC	2,900.00	0.00	2,900.00	1
02/06/2024	GEN	00000102353	847	RO DON CORPORATION	257.15	0.00	257.15	1
02/06/2024	GEN	00000102354	3	STATE OF MICHIGAN	250.00	0.00	250.00	1
02/06/2024	GEN	00000102355	1457	TATMAN ASSOCIATES	14,166.00	0.00	14,166.00	1
02/06/2024	GEN	00000102356	226	VINCENT ELIE	25.00	0.00	25.00	1
02/06/2024	GEN	00000102357	1399	WADE LEHMANN	25.00	0.00	25.00	1
02/06/2024	GEN	00000102358	490	WURTH USA INC	195.19	0.00	195.19	1

Num Checks: 30

Num Stubs: 0

Num Invoices: 42

Total Amount: 85,776.33

0.*

85,776.33+

51,806.48+

137,582.81*+

User: RKapolka
DB: Chelsea

BANK CODE: GEN CHECK DATE: 02/07/2024 INVOICE PAY DATE FROM 02/06/2024 TO 02/06/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
02/07/2024	GEN	00000015654 (A)	1097	AUGUST ENVIRONMENTAL SERVICES	276.00	0.00	276.00	1
02/07/2024	GEN	00000015655 (A)	39	BS&A SOFTWARE	2,954.00	0.00	2,954.00	1
02/07/2024	GEN	00000015656 (A)	1412	BURMAN'S TREE SERVICE	1,700.00	0.00	1,700.00	1
02/07/2024	GEN	00000015657 (A)	1412	BURMAN'S TREE SERVICE	1,900.00	0.00	1,900.00	1
02/07/2024	GEN	00000015658 (A)	58	CHELSEA LUMBER COMPANY	746.00	0.00	746.00	1
02/07/2024	GEN	00000015659 (A)	1188	CLAIRE ROBINSON	25.00	0.00	25.00	1
02/07/2024	GEN	00000015660 (A)	1419	CONSTRUCTION DESIGN SERVICES, INC.	3,510.00	0.00	3,510.00	1
02/07/2024	GEN	00000015661 (A)	330	CORRIGAN OIL COMPANY	417.17	0.00	417.17	1
02/07/2024	GEN	00000015662 (A)	330	CORRIGAN OIL COMPANY	101.85	0.00	101.85	1
02/07/2024	GEN	00000015663 (A)	330	CORRIGAN OIL COMPANY	605.36	0.00	605.36	1
02/07/2024	GEN	00000015664 (A)	332	DETROIT SALT COMPANY LLC	2,740.65	0.00	2,740.65	1
02/07/2024	GEN	00000015665 (A)	332	DETROIT SALT COMPANY LLC	2,800.05	0.00	2,800.05	1
02/07/2024	GEN	00000015666 (A)	445	DORNBOS SIGN & SAFETY INC	825.60	0.00	825.60	1
02/07/2024	GEN	00000015667 (A)	81	DUBOIS - COOPER ASSOCIATES	2,869.00	0.00	2,869.00	1
02/07/2024	GEN	00000015668 (A)	975	FAMILY FARM & HOME	201.86	0.00	201.86	1
02/07/2024	GEN	00000015669 (A)	975	FAMILY FARM & HOME	59.66	0.00	59.66	1
02/07/2024	GEN	00000015670 (A)	363	FRIENDSOFFICE	248.69	0.00	248.69	1
02/07/2024	GEN	00000015671 (A)	1350	GFL ENVIRONMENTAL INC.	2,106.99	0.00	2,106.99	1
02/07/2024	GEN	00000015672 (A)	1362	IMEG	475.00	0.00	475.00	1
02/07/2024	GEN	00000015673 (A)	1362	IMEG	452.85	0.00	452.85	1
02/07/2024	GEN	00000015674 (A)	1380	JULIANNE CHARD	25.00	0.00	25.00	1
02/07/2024	GEN	00000015675 (A)	1415	LAURA BAKER	25.00	0.00	25.00	1
02/07/2024	GEN	00000015676 (A)	1375	MARCIA WHITE	25.00	0.00	25.00	1
02/07/2024	GEN	00000015677 (A)	343	MENARDS	184.09	0.00	184.09	1
02/07/2024	GEN	00000015678 (A)	240	MIDWESTERN CONSULTING	484.50	0.00	484.50	1
02/07/2024	GEN	00000015679 (A)	568	OAKLAND COUNTY	6,177.97	0.00	6,177.97	1
02/07/2024	GEN	00000015680 (A)	367	PITNEY BOWES	91.29	0.00	91.29	1
02/07/2024	GEN	00000015681 (A)	283	PITNEY BOWES PURCHASE POWER	3,028.50	0.00	3,028.50	1
02/07/2024	GEN	00000015682 (A)	157	PLANTE & MORAN, PLLC	451.75	0.00	451.75	1
02/07/2024	GEN	00000015683 (A)	939	POPULIST CLEANING COMPANY	657.00	0.00	657.00	1
02/07/2024	GEN	00000015684 (A)	212	POWER LINE SUPPLY CO	245.51	0.00	245.51	1
02/07/2024	GEN	00000015685 (A)	166	ROCKET ENTERPRISE INC	637.50	0.00	637.50	1
02/07/2024	GEN	00000015686 (A)	963	SHARE CORPORATION	104.60	0.00	104.60	1
02/07/2024	GEN	00000015687 (A)	305	SHULTS EQUIPMENT LLC	1,160.00	0.00	1,160.00	1
02/07/2024	GEN	00000015688 (A)	305	SHULTS EQUIPMENT LLC	355.60	0.00	355.60	1
02/07/2024	GEN	00000015689 (A)	1116	STUART C IRBY CO	3,292.65	0.00	3,292.65	1
02/07/2024	GEN	00000015690 (A)	1155	VC3 INC	78.50	0.00	78.50	1
02/07/2024	GEN	00000015691 (A)	774	WASHTENAW COUNTY TREASURER	202.26	0.00	202.26	1
02/07/2024	GEN	00000015692 (A)	200	WATER SOLUTIONS UNLIMITED	4,112.70	0.00	4,112.70	1
02/07/2024	GEN	00000015693 (A)	702	WCA ASSESSING LLC	5,451.33	0.00	5,451.33	1

Num Checks: 40

Num Stubs: 0

Num Invoices: 40

Total Amount: 51,806.48

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000 REVENUES					
101-000-101.000	MECHANIC INVENTORY	LACAL EQUIPMENT, INC.	CUST#00-0105236-PLOW BLADES	458.16	
101-000-101.000	MECHANIC INVENTORY	MICHIGAN KENWORTH	FILTERS	373.52	
101-000-101.000	MECHANIC INVENTORY	MICHIGAN KENWORTH	FILTERS	57.17	
101-000-101.000	MECHANIC INVENTORY	SHULTS EQUIPMENT LLC	CUSTOMER#0003023-TRUCK REPAIRS	1,160.00	
101-000-101.000	MECHANIC INVENTORY	SHULTS EQUIPMENT LLC	CUST#0003023-TRUCK REPAIR	355.60	
101-000-231.001	FLEXIBLE BENEFITS AVAILABLE	BURNHAM & FLOWER GROUP	FSA	75.00	
101-000-283.000	STREET EXCAVATION DEPOSIT	MIDWEST CONSTRUCTION	STREET CUT RETURN-328 WILKINSON ST	1,000.00	
101-000-283.000	DEVELOPER - ESCROW	IMEG	HERITAGE FARMS SITE PLAN REVIEW	452.85	
101-000-447.000	ADMINISTRATION FEE	WASHTENAW COUNTY TREASUR	PRE-INTEREST LOCAL UNITS	202.26	
Total For Dept 000 REVENUES				4,134.56	
Dept 191 GENERAL SERVICES ADMIN					
101-191-702.003	SALARIES & WAGES - ASSESSOR	WCA ASSESSING LLC	CONTRACT APPRAISAL SERVICES	4,088.50	
101-191-728.000	POSTAGE	KCI	PERSONAL PROPERTY STATEMENTS	47.52	
101-191-728.000	POSTAGE	KCI	MAILING ASSESSMENT NOTICES	1,133.45	
101-191-740.000	OPERATING SUPPLIES	CINTAS CORPORATION LOC.3	PAYER#10616215	82.42	
101-191-801.000	PROFESSIONAL SERVICES	BS&A SOFTWARE	ANNUAL SR/SUPPORT FEE	1,181.60	
101-191-801.000	PROFESSIONAL SERVICES	MIDWESTERN CONSULTING	GENERAL ENGINEERING-PASER MAP	484.50	
101-191-801.000	PROFESSIONAL SERVICES	REVIZE LLC	WEBSITE MIGRATION	2,900.00	
101-191-804.000	ACCOUNTING & AUDIT SERVICES	PLANTE & MORAN, PLLC	FINANCIAL AND ACCT ASSISTANCE	451.75	
101-191-810.000	OFFICE EQUIPMENT SERVICES	PITNEY BOWES	ACCT#0017125666-POSTAGE	9.13	
101-191-931.000	BUILDING MAINTENANCE	BOLLINGER SANITATION	SALT LOT	834.00	
101-191-931.000	BUILDING MAINTENANCE	ROCKET ENTERPRISE INC	FLAG SERVICE/LOCKING SYSTEM	637.50	
Total For Dept 191 GENERAL SERVICES ADMIN				11,850.37	
Dept 262 ELECTIONS					
101-262-958.000	MISCELLANEOUS EXPENSE	PITNEY BOWES PURCHASE PO	8000 9000 0917 7829	3,028.50	
Total For Dept 262 ELECTIONS				3,028.50	
Dept 301 POLICE					
101-301-740.000	OPERATING SUPPLIES	FRIENDSOFFICE	OFFICE SUPPLIES	248.69	
101-301-744.000	CLOTHING	PRIORITY ONE EMERGENCY	NAMEPLATE	16.99	
101-301-744.000	CLOTHING	PRIORITY ONE EMERGENCY	UNIFORMS	385.96	
101-301-744.000	CLOTHING	PRIORITY ONE EMERGENCY	UNIFORMS	265.97	
101-301-744.000	CLOTHING	PRIORITY ONE EMERGENCY	UNIFORMS	40.99	
101-301-744.000	CLOTHING	PRIORITY ONE EMERGENCY	UNIFORMS	121.96	
101-301-801.000	PROFESSIONAL SERVICES	VC3 INC	SERVICE CALL	78.50	
101-301-931.000	BUILDING MAINTENANCE	POPULIST CLEANING COMPAN	CARPET CLEANING	657.00	
101-301-933.000	EQUIPMENT MAINTENANCE	CERTASITE, LLC	FIRE EXTINGUISHER MAINTENANCE	219.49	
101-301-933.000	EQUIPMENT MAINTENANCE	CERTASITE, LLC	SERVICE CALL-EXTINGUISHER INSPECTION	481.08	
101-301-933.000	EQUIPMENT MAINTENANCE	CINTAS CORPORATION	PAYER#10616216-MED SUPPLY CABINET	73.73	
101-301-933.000	EQUIPMENT MAINTENANCE	OAKLAND COUNTY	CUSTOMER# CLM00000114	1,075.00	
101-301-933.000	EQUIPMENT MAINTENANCE	RO DON CORPORATION	CROSSING GUARD SUPPLIES	257.15	
101-301-957.001	DISPATCH TRAINING	POLICE LEGAL SCIENCES	TRAINING	600.00	
Total For Dept 301 POLICE				4,522.51	
Dept 441 PUBLIC WORKS					
101-441-740.002	MECHANIC SUPPLIES	LENAAWEE FUELS, INC.	ACCOUNT#1157	22.99	
101-441-740.002	MECHANIC SUPPLIES	WURTH USA INC	CUST#164223-SEALER	195.19	
101-441-801.000	PROFESSIONAL SERVICES	CINTAS CORPORATION	PAYER#10616125-MED SUPPLY CABINET	88.54	
101-441-860.000	LEASE PAYMENTS	KANSAS STATE BANK	2024 SINGLE AXLE FREIGHTLINER DUMP TR	47,477.25	
101-441-935.000	GENERAL REPAIRS & MAINTENANCE	DETROIT SALT COMPANY LLC	ROCK SALT	2,740.65	
101-441-935.000	GENERAL REPAIRS & MAINTENANCE	DETROIT SALT COMPANY LLC	ROCK SALT	2,800.05	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441 PUBLIC WORKS					
Total For Dept 441 PUBLIC WORKS				53,324.67	
Dept 701 PLANNING & ZONING					
101-701-702.000	SALARIES & WAGES	CLAIRE ROBINSON	PLANNING & ZONING: 1.23.24	25.00	
101-701-702.000	SALARIES & WAGES	HEATHER HUNNELL	PLANNING & ZONING: 1.23.24	25.00	
101-701-702.000	SALARIES & WAGES	JULIANNE CHARD	PLANNING & ZONING: 1.23.24	25.00	
101-701-702.000	SALARIES & WAGES	LAURA BAKER	PLANNING & ZONING:1.23.24	25.00	
101-701-702.000	SALARIES & WAGES	MARCIA WHITE	PLANNING & ZONING: 1.23.24	25.00	
101-701-702.000	SALARIES & WAGES	VINCENT ELIE	PLANNING & ZONING: 1.23.24	25.00	
101-701-702.000	SALARIES & WAGES	WADE LEHMANN	PLANNING & ZONING: 1.23.24	25.00	
Total For Dept 701 PLANNING & ZONING				175.00	
Dept 751 PARKS					
101-751-967.000	SPECIAL PROJECTS	BURMAN'S TREE SERVICE	TREE REMOVAL-PIERCE PARK	1,700.00	
101-751-967.000	SPECIAL PROJECTS	BURMAN'S TREE SERVICE	TREE TRIMMING-PIERCE PARK	1,900.00	
101-751-971.001	SPECIAL PROJECT-TIMBERTOWN REIM	CHELSEA LUMBER COMPANY	PICKLEBALL COURT FENCE PERMIT	746.00	
101-751-971.001	SPECIAL PROJECT-TIMBERTOWN REIM	IMEG	TIMBERTOWN SITE PLAN REVIEW	475.00	
Total For Dept 751 PARKS				4,821.00	
Total For Fund 101 GENERAL FUND				81,856.61	
Fund 226 SOLID WASTE					
Dept 528 SOLID WASTE					
226-528-740.000	OPERATING SUPPLIES	CINTAS CORPORATION	PAYER#10616121-MED CABINET	50.84	
226-528-801.000	PROFESSIONAL SERVICES	BS&A SOFTWARE	ANNUAL SR/SUPPORT FEE	295.40	
226-528-801.000	PROFESSIONAL SERVICES	WCA ASSESSING LLC	CONTRACT APPRAISAL SERVICES	272.57	
226-528-820.000	TIPPING FEES EXPENSE	GFL ENVIRONMENTAL INC.	WASTE REMOVAL	2,106.99	
Total For Dept 528 SOLID WASTE				2,725.80	
Total For Fund 226 SOLID WASTE				2,725.80	
Fund 261 911					
Dept 302 911					
261-302-958.000	MISCELLANEOUS EXPENSE	OAKLAND COUNTY	CUSTOMER# CLM00000114	5,102.97	
Total For Dept 302 911				5,102.97	
Total For Fund 261 911				5,102.97	
Fund 407 STREET IMPROVEMENT					
Dept 446 STREET IMPROVEMENTS					
407-446-801.000	PROFESSIONAL SERVICES	WCA ASSESSING LLC	CONTRACT APPRAISAL SERVICES	545.13	
Total For Dept 446 STREET IMPROVEMENTS				545.13	
Total For Fund 407 STREET IMPROVEMENT				545.13	
Fund 494 DDA					
Dept 729 DDA					
494-729-801.000	PROFESSIONAL SERVICES	WCA ASSESSING LLC	CONTRACT APPRAISAL SERVICES	545.13	
494-729-967.000	SPECIAL PROJECTS	DORNBOS SIGN & SAFETY IN	ACCT#CHEVIL-DPW PARKING SIGN	825.60	
Total For Dept 729 DDA				1,370.73	
Total For Fund 494 DDA				1,370.73	
Fund 582 ELECTRIC					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 582 ELECTRIC					
Dept 535 ELECTRIC					
582-535-801.000	PROFESSIONAL SERVICES	BS&A SOFTWARE	ANNUAL SR/SUPPORT FEE	738.50	
582-535-810.000	OFFICE EQUIPMENT SERVICES	PITNEY BOWES	ACCT#0017125666-POSTAGE	27.39	
582-535-863.000	EQUIPMENT MAINTENANCE	FAMILY FARM & HOME	CUST #230003	59.66	
582-535-890.000	ENERGY OPTIMIZATION COMPLIANCE	ADAM RIZZO	ENERGY OPTIMIZATION	97.80	
582-535-890.000	ENERGY OPTIMIZATION COMPLIANCE	DAWN FORSYTHE	ENERGY OPTIMIZATION	150.00	
582-535-890.000	ENERGY OPTIMIZATION COMPLIANCE	JOE TINSLEY	ENERGY OPTIMIZATION	200.00	
582-535-931.000	BUILDING MAINTENANCE	CINTAS CORPORATION	PAYER#12030722-MED SUPPLY CABINET	142.56	
582-535-931.000	BUILDING MAINTENANCE	INTERNATIONAL CONTROLS &	SLIDING GATE OPERATOR	3,197.50	
582-535-931.000	BUILDING MAINTENANCE	MENARDS	BLDG MAINTENANCE	184.09	
582-535-933.000	SYSTEM MAINTENANCE	POWER LINE SUPPLY CO	CUST#100148-PAINT&FLAGS	245.51	
582-535-933.000	SYSTEM MAINTENANCE	STATE OF MICHIGAN	EMMISSIONS REPORTING	250.00	
582-535-933.000	SYSTEM MAINTENANCE	STUART C IRBY CO	CUST #209631	3,292.65	
582-535-933.003	2023 SUB STATION	GROSS ELECTRIC INC	SUBSTATION UPGRADE	852.70	
582-535-933.003	2023 SUB STATION	GROSS ELECTRIC INC	SUBSTATION UPGRADE	2,415.68	
582-535-933.003	2023 SUB STATION	GROSS ELECTRIC INC	END CAPS-SUBSTATION	16.24	
582-535-933.003	2023 SUB STATION	TATMAN ASSOCIATES	SUBSTATION UPGRADE	14,166.00	
Total For Dept 535 ELECTRIC				26,036.28	
Total For Fund 582 ELECTRIC				26,036.28	
Fund 590 WASTEWATER					
Dept 548 WASTEWATER					
590-548-740.000	OPERATING SUPPLIES	CORRIGAN OIL COMPANY	ACCOUNT# 01VIL00800003-WWTP GREASE	101.85	
590-548-801.000	PROFESSIONAL SERVICES	AUGUST ENVIRONMENTAL SER	WWTP LAB WORK	276.00	
590-548-801.000	PROFESSIONAL SERVICES	BS&A SOFTWARE	ANNUAL SR/SUPPORT FEE	369.25	
590-548-801.000	PROFESSIONAL SERVICES	CINTAS CORPORATION	PAYER#12030722	29.90	
590-548-810.000	OFFICE EQUIPMENT SERVICES	PITNEY BOWES	ACCT#0017125666-POSTAGE	27.39	
590-548-867.000	GASOLINE & OIL	CORRIGAN OIL COMPANY	ACCOUNT# 01VIL00800003	605.36	
590-548-938.000	PLANT MAINTENANCE	DUBOIS - COOPER ASSOCIAT	WWTP PUMP REPAIR	2,869.00	
590-548-938.000	PLANT MAINTENANCE	IMPERIALDADE	UV CLEANING-WWTP	63.74	
Total For Dept 548 WASTEWATER				4,342.49	
Total For Fund 590 WASTEWATER				4,342.49	
Fund 591 WATER FUND					
Dept 556 WATER					
591-556-740.000	OPERATING SUPPLIES	FAMILY FARM & HOME	CUST #230003-PLANT SUPPLIES	201.86	
591-556-740.000	OPERATING SUPPLIES	IMPERIALDADE	JANITORIAL SUPPLIES	140.84	
591-556-740.000	OPERATING SUPPLIES	SHARE CORPORATION	TOOLS	104.60	
591-556-740.000	OPERATING SUPPLIES	WATER SOLUTIONS UNLIMITE	WATER SUPPLY CHEMICALS	4,112.70	
591-556-801.000	PROFESSIONAL SERVICES	BS&A SOFTWARE	ANNUAL SR/SUPPORT FEE	369.25	
591-556-810.000	OFFICE EQUIPMENT SERVICES	PITNEY BOWES	ACCT#0017125666-POSTAGE	27.38	
591-556-867.000	GASOLINE & OIL	CORRIGAN OIL COMPANY	ACCOUNT# 01VIL00800003	417.17	
591-556-931.000	BUILDING MAINTENANCE	CONSTRUCTION DESIGN SERV	DOOR OPENERS	3,510.00	
591-556-933.000	SYSTEM MAINTENANCE	ALLEN TRENCH SAFETY CORP	SAFETY TRENCH-WATER	6,719.00	
591-556-933.000	SYSTEM MAINTENANCE	ETNA SUPPLY COMPANY	CUSTOMER#5692-CREDIT MEMO	(3,472.00)	
Total For Dept 556 WATER				12,130.80	
Total For Fund 591 WATER FUND				12,130.80	

01/31/2024 02:35 PM
User: RKapolka
DB: Chelsea

INVOICE GL DISTRIBUTION REPORT FOR CITY OF CHELSEA
EXP CHECK RUN DATES 02/06/2024 - 02/06/2024
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 GENERAL FUND	81,856.61
Fund 226 SOLID WASTE	2,725.80
Fund 261 911	5,102.97
Fund 407 STREET IMPROV	545.13
Fund 494 DDA	1,370.73
Fund 582 ELECTRIC	26,036.28
Fund 590 WASTEWATER	4,342.49
Fund 591 WATER FUND	12,130.80

Total For All Funds:	134,110.81
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*Etha
Credit 13472.17*

User: RKapolka

BANK CODE: GEN CHECK DATE: 01/18/2024 INVOICE PAY DATE FROM 01/17/2024 TO 01/17/2024

DB: Chelsea

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/18/2024	GEN	00000102280	611	COMCAST	21.14	0.00	21.14	1
01/18/2024	GEN	00000102281	1390	FLAGSTAR BANK	1,905.08	0.00	1,905.08	1
01/18/2024	GEN	00000102282	271	MML UNEMPLOYMENT FUND	44.68	0.00	44.68	1
01/18/2024	GEN	00000102283	1156	STAR2STAR COMMUNICATIONS	1,102.21	0.00	1,102.21	1

Num Checks: 4

Num Stubs: 0

Num Invoices: 4

Total Amount: 3,073.11

0.*

3,073.11+
281,324.51+
92,401.84+
65,894.38+
5,753.48+
9,204.00+
32,469.79+
490,121.11*+

01/18/2024 12:51 PM
 User: RKapolka
 DB: Chelsea

CHECK JOURNAL REPORT FOR CITY OF CHELSEA
 CHECKS 102280 TO 102283 (4 CHECKS)

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/18/2024	CD	COMCAST	Check: GEN 102280			
AP Trx #: 81388						
		Check: GEN 102280	101-000-001.000	CASH		21.14
		Check: GEN 102280	101-000-202.000	ACCOUNTS PAYABLE	21.14	
					<u>21.14</u>	<u>21.14</u>
01/18/2024	CD	FLAGSTAR BANK	Check: GEN 102281			
AP Trx #: 81389						
		Check: GEN 102281	101-000-001.000	CASH		1,462.60
		Check: GEN 102281	101-000-202.000	ACCOUNTS PAYABLE	1,462.60	
		Check: GEN 102281	226-000-001.000	CASH		25.72
		Check: GEN 102281	226-000-202.000	ACCOUNTS PAYABLE	25.72	
		Check: GEN 102281	582-000-001.000	CASH		87.76
		Check: GEN 102281	582-000-202.000	ACCOUNTS PAYABLE	87.76	
		Check: GEN 102281	590-000-001.000	CASH		56.31
		Check: GEN 102281	590-000-202.000	ACCOUNTS PAYABLE	56.31	
		Check: GEN 102281	591-000-001.000	CASH		272.69
		Check: GEN 102281	591-000-202.000	ACCOUNTS PAYABLE	272.69	
					<u>1,905.08</u>	<u>1,905.08</u>
01/18/2024	CD	MML UNEMPLOYMENT FUND	Check: GEN 102282			
AP Trx #: 81390						
		Check: GEN 102282	101-000-001.000	CASH		28.15
		Check: GEN 102282	101-000-202.000	ACCOUNTS PAYABLE	28.15	
		Check: GEN 102282	218-000-001.000	CASH		0.88
		Check: GEN 102282	218-000-202.000	ACCOUNTS PAYABLE	0.88	
		Check: GEN 102282	226-000-001.000	CASH		3.13
		Check: GEN 102282	226-000-202.000	ACCOUNTS PAYABLE	3.13	
		Check: GEN 102282	582-000-001.000	CASH		5.36
		Check: GEN 102282	582-000-202.000	ACCOUNTS PAYABLE	5.36	
		Check: GEN 102282	590-000-001.000	CASH		4.03
		Check: GEN 102282	590-000-202.000	ACCOUNTS PAYABLE	4.03	
		Check: GEN 102282	591-000-001.000	CASH		3.13
		Check: GEN 102282	591-000-202.000	ACCOUNTS PAYABLE	3.13	
					<u>44.68</u>	<u>44.68</u>

01/18/2024 12:51 PM
 User: RKapolka
 DB: Chelsea

CHECK JOURNAL REPORT FOR CITY OF CHELSEA
 CHECKS 102280 TO 102283 (4 CHECKS)

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/18/2024	CD	STAR2STAR COMMUNICATIONS	Check: GEN 102283			
AP Trx #: 81391						
		Check: GEN 102283	101-000-001.000	CASH		986.45
		Check: GEN 102283	101-000-202.000	ACCOUNTS PAYABLE	986.45	
		Check: GEN 102283	226-000-001.000	CASH		38.59
		Check: GEN 102283	226-000-202.000	ACCOUNTS PAYABLE	38.59	
		Check: GEN 102283	582-000-001.000	CASH		19.30
		Check: GEN 102283	582-000-202.000	ACCOUNTS PAYABLE	19.30	
		Check: GEN 102283	590-000-001.000	CASH		38.57
		Check: GEN 102283	590-000-202.000	ACCOUNTS PAYABLE	38.57	
		Check: GEN 102283	591-000-001.000	CASH		19.30
		Check: GEN 102283	591-000-202.000	ACCOUNTS PAYABLE	19.30	
					<u>1,102.21</u>	<u>1,102.21</u>
					<u>3,073.11</u>	<u>3,073.11</u>
TOTALS:		CASH	101-000-001.000			2,498.34
		ACCOUNTS PAYABLE	101-000-202.000		2,498.34	
		CASH	218-000-001.000			0.88
		ACCOUNTS PAYABLE	218-000-202.000		0.88	
		CASH	226-000-001.000			67.44
		ACCOUNTS PAYABLE	226-000-202.000		67.44	
		CASH	582-000-001.000			112.42
		ACCOUNTS PAYABLE	582-000-202.000		112.42	
		CASH	590-000-001.000			98.91
		ACCOUNTS PAYABLE	590-000-202.000		98.91	
		CASH	591-000-001.000			295.12
		ACCOUNTS PAYABLE	591-000-202.000		295.12	
		GRAND TOTAL:			<u>3,073.11</u>	<u>3,073.11</u>

User: RKapolka

BANK CODE: GEN CHECK DATE: 01/19/2024 INVOICE PAY DATE FROM 01/17/2024 TO 01/17/2024

DB: Chelsea

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/19/2024	GEN	00000015584 (A)	1109	ALERUS FINANCIAL	17,900.48	0.00	17,900.48	1
01/19/2024	GEN	00000015585 (A)	1109	ALERUS FINANCIAL	4,139.86	0.00	4,139.86	1
01/19/2024	GEN	00000015586 (A)	1407	COMCAST BUSINESS	171.40	0.00	171.40	1
01/19/2024	GEN	00000015587 (A)	134	MICHIGAN PUBLIC POWER AGENCY	194,184.46	0.00	194,184.46	1
01/19/2024	GEN	00000015588 (A)	134	MICHIGAN PUBLIC POWER AGENCY	56,899.23	0.00	56,899.23	1
01/19/2024	GEN	00000015589 (A)	1111	MISSION SQUARE	883.54	0.00	883.54	1
01/19/2024	GEN	00000015590 (A)	675	MISSION SQUARE	5,792.10	0.00	5,792.10	1
01/19/2024	GEN	00000015591 (A)	961	POLICE OFFICERS ASSOCIATION OF MI	620.44	0.00	620.44	1
01/19/2024	GEN	00000015592 (A)	179	TEAMSTERS LOCAL 214	733.00	0.00	733.00	1

Num Checks: 9

Num Stubs: 0

Num Invoices: 9

Total Amount: 281,324.51

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/19/2024	CD	ALERUS FINANCIAL	Check: GEN 15584(A)			
AP Trx #: 81392						
		Check: GEN 15584	101-000-001.000	CASH		10,330.52
		Check: GEN 15584	101-000-202.000	ACCOUNTS PAYABLE	10,330.52	
		Check: GEN 15584	218-000-001.000	CASH		94.33
		Check: GEN 15584	218-000-202.000	ACCOUNTS PAYABLE	94.33	
		Check: GEN 15584	226-000-001.000	CASH		1,146.23
		Check: GEN 15584	226-000-202.000	ACCOUNTS PAYABLE	1,146.23	
		Check: GEN 15584	407-000-001.000	CASH		261.87
		Check: GEN 15584	407-000-202.000	ACCOUNTS PAYABLE	261.87	
		Check: GEN 15584	582-000-001.000	CASH		3,606.50
		Check: GEN 15584	582-000-202.000	ACCOUNTS PAYABLE	3,606.50	
		Check: GEN 15584	590-000-001.000	CASH		1,338.91
		Check: GEN 15584	590-000-202.000	ACCOUNTS PAYABLE	1,338.91	
		Check: GEN 15584	591-000-001.000	CASH		1,122.12
		Check: GEN 15584	591-000-202.000	ACCOUNTS PAYABLE	1,122.12	
					<u>17,900.48</u>	<u>17,900.48</u>
01/19/2024	CD	ALERUS FINANCIAL	Check: GEN 15585(A)			
AP Trx #: 81393						
		Check: GEN 15585	101-000-001.000	CASH		2,417.22
		Check: GEN 15585	101-000-202.000	ACCOUNTS PAYABLE	2,417.22	
		Check: GEN 15585	202-000-001.000	CASH		7.81
		Check: GEN 15585	202-000-202.000	ACCOUNTS PAYABLE	7.81	
		Check: GEN 15585	203-000-001.000	CASH		5.21
		Check: GEN 15585	203-000-202.000	ACCOUNTS PAYABLE	5.21	
		Check: GEN 15585	218-000-001.000	CASH		27.57
		Check: GEN 15585	218-000-202.000	ACCOUNTS PAYABLE	27.57	
		Check: GEN 15585	226-000-001.000	CASH		342.00
		Check: GEN 15585	226-000-202.000	ACCOUNTS PAYABLE	342.00	
		Check: GEN 15585	407-000-001.000	CASH		93.46
		Check: GEN 15585	407-000-202.000	ACCOUNTS PAYABLE	93.46	
		Check: GEN 15585	582-000-001.000	CASH		585.57
		Check: GEN 15585	582-000-202.000	ACCOUNTS PAYABLE	585.57	
		Check: GEN 15585	590-000-001.000	CASH		293.14
		Check: GEN 15585	590-000-202.000	ACCOUNTS PAYABLE	293.14	
		Check: GEN 15585	591-000-001.000	CASH		367.88
		Check: GEN 15585	591-000-202.000	ACCOUNTS PAYABLE	367.88	
					<u>4,139.86</u>	<u>4,139.86</u>
01/19/2024	CD	COMCAST BUSINESS	Check: GEN 15586(A)			
AP Trx #: 81394						
		Check: GEN 15586	582-000-001.000	CASH		171.40
		Check: GEN 15586	582-000-202.000	ACCOUNTS PAYABLE	171.40	
					<u>171.40</u>	<u>171.40</u>

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/19/2024	CD	MICHIGAN PUBLIC POWER AGENCY	Check: GEN 15587(A)			
AP Trx #: 81395						
		Check: GEN 15587	582-000-001.000	CASH		194,184.46
		Check: GEN 15587	582-000-202.000	ACCOUNTS PAYABLE	194,184.46	
					<u>194,184.46</u>	<u>194,184.46</u>
01/19/2024	CD	MICHIGAN PUBLIC POWER AGENCY	Check: GEN 15588(A)			
AP Trx #: 81396						
		Check: GEN 15588	582-000-001.000	CASH		56,899.23
		Check: GEN 15588	582-000-202.000	ACCOUNTS PAYABLE	56,899.23	
					<u>56,899.23</u>	<u>56,899.23</u>
01/19/2024	CD	MISSION SQUARE	Check: GEN 15589(A)			
AP Trx #: 81397						
		Check: GEN 15589	101-000-001.000	CASH		471.76
		Check: GEN 15589	101-000-202.000	ACCOUNTS PAYABLE	471.76	
		Check: GEN 15589	590-000-001.000	CASH		411.78
		Check: GEN 15589	590-000-202.000	ACCOUNTS PAYABLE	411.78	
					<u>883.54</u>	<u>883.54</u>
01/19/2024	CD	MISSION SQUARE	Check: GEN 15590(A)			
AP Trx #: 81398						
		Check: GEN 15590	101-000-001.000	CASH		5,078.32
		Check: GEN 15590	101-000-202.000	ACCOUNTS PAYABLE	5,078.32	
		Check: GEN 15590	226-000-001.000	CASH		80.92
		Check: GEN 15590	226-000-202.000	ACCOUNTS PAYABLE	80.92	
		Check: GEN 15590	582-000-001.000	CASH		240.33
		Check: GEN 15590	582-000-202.000	ACCOUNTS PAYABLE	240.33	
		Check: GEN 15590	590-000-001.000	CASH		392.53
		Check: GEN 15590	590-000-202.000	ACCOUNTS PAYABLE	392.53	
					<u>5,792.10</u>	<u>5,792.10</u>
01/19/2024	CD	POLICE OFFICERS ASSOCIATION OF MI	Check: GEN 15591(A)			
AP Trx #: 81399						
		Check: GEN 15591	101-000-001.000	CASH		620.44
		Check: GEN 15591	101-000-202.000	ACCOUNTS PAYABLE	620.44	
					<u>620.44</u>	<u>620.44</u>

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/19/2024	CD	TEAMSTERS LOCAL 214		Check: GEN 15592(A)		
AP Trx #: 81400						
		Check: GEN 15592	101-000-001.000	CASH		351.00
		Check: GEN 15592	101-000-202.000	ACCOUNTS PAYABLE	351.00	
		Check: GEN 15592	226-000-001.000	CASH		79.00
		Check: GEN 15592	226-000-202.000	ACCOUNTS PAYABLE	79.00	
		Check: GEN 15592	590-000-001.000	CASH		149.00
		Check: GEN 15592	590-000-202.000	ACCOUNTS PAYABLE	149.00	
		Check: GEN 15592	591-000-001.000	CASH		154.00
		Check: GEN 15592	591-000-202.000	ACCOUNTS PAYABLE	154.00	
					<u>733.00</u>	<u>733.00</u>
					281,324.51	281,324.51
TOTALS:						
		CASH	101-000-001.000			19,269.26
		ACCOUNTS PAYABLE	101-000-202.000		19,269.26	
		CASH	202-000-001.000			7.81
		ACCOUNTS PAYABLE	202-000-202.000		7.81	
		CASH	203-000-001.000			5.21
		ACCOUNTS PAYABLE	203-000-202.000		5.21	
		CASH	218-000-001.000			121.90
		ACCOUNTS PAYABLE	218-000-202.000		121.90	
		CASH	226-000-001.000			1,648.15
		ACCOUNTS PAYABLE	226-000-202.000		1,648.15	
		CASH	407-000-001.000			355.33
		ACCOUNTS PAYABLE	407-000-202.000		355.33	
		CASH	582-000-001.000			255,687.49
		ACCOUNTS PAYABLE	582-000-202.000		255,687.49	
		CASH	590-000-001.000			2,585.36
		ACCOUNTS PAYABLE	590-000-202.000		2,585.36	
		CASH	591-000-001.000			1,644.00
		ACCOUNTS PAYABLE	591-000-202.000		1,644.00	
			GRAND TOTAL:		<u>281,324.51</u>	<u>281,324.51</u>

User: RKapolka
DB: Chelsea

BANK CODE: GEN CHECK DATE: 01/25/2024 INVOICE PAY DATE FROM 01/22/2024 TO 01/25/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/25/2024	GEN	00000102321	571	BLUE CARE NETWORK OF MI	73,474.20	0.00	73,474.20	1
01/25/2024	GEN	00000102322	74	DELTA DENTAL	5,029.64	0.00	5,029.64	1
01/25/2024	GEN	00000102323	139	MMEA	13,448.00	0.00	13,448.00	1
01/25/2024	GEN	00000102324	1379	TRINITY HEALTH	450.00	0.00	450.00	1
Num Checks: 4		Num Stubs: 0		Num Invoices: 4	Total Amount: 92,401.84			

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/25/2024	CD	BLUE CARE NETWORK OF MI	Check: GEN 102321			
AP Trx #: 81503		Check: GEN 102321	101-000-001.000	CASH		45,635.54
		Check: GEN 102321	101-000-202.000	ACCOUNTS PAYABLE	45,635.54	
		Check: GEN 102321	226-000-001.000	CASH		7,942.89
		Check: GEN 102321	226-000-202.000	ACCOUNTS PAYABLE	7,942.89	
		Check: GEN 102321	407-000-001.000	CASH		1,717.34
		Check: GEN 102321	407-000-202.000	ACCOUNTS PAYABLE	1,717.34	
		Check: GEN 102321	582-000-001.000	CASH		8,672.34
		Check: GEN 102321	582-000-202.000	ACCOUNTS PAYABLE	8,672.34	
		Check: GEN 102321	590-000-001.000	CASH		4,421.77
		Check: GEN 102321	590-000-202.000	ACCOUNTS PAYABLE	4,421.77	
		Check: GEN 102321	591-000-001.000	CASH		5,084.32
		Check: GEN 102321	591-000-202.000	ACCOUNTS PAYABLE	5,084.32	
					<u>73,474.20</u>	<u>73,474.20</u>
01/25/2024	CD	DELTA DENTAL	Check: GEN 102322			
AP Trx #: 81504		Check: GEN 102322	101-000-001.000	CASH		3,413.78
		Check: GEN 102322	101-000-202.000	ACCOUNTS PAYABLE	3,413.78	
		Check: GEN 102322	218-000-001.000	CASH		66.42
		Check: GEN 102322	218-000-202.000	ACCOUNTS PAYABLE	66.42	
		Check: GEN 102322	226-000-001.000	CASH		258.82
		Check: GEN 102322	226-000-202.000	ACCOUNTS PAYABLE	258.82	
		Check: GEN 102322	407-000-001.000	CASH		66.42
		Check: GEN 102322	407-000-202.000	ACCOUNTS PAYABLE	66.42	
		Check: GEN 102322	582-000-001.000	CASH		580.58
		Check: GEN 102322	582-000-202.000	ACCOUNTS PAYABLE	580.58	
		Check: GEN 102322	590-000-001.000	CASH		388.23
		Check: GEN 102322	590-000-202.000	ACCOUNTS PAYABLE	388.23	
		Check: GEN 102322	591-000-001.000	CASH		255.39
		Check: GEN 102322	591-000-202.000	ACCOUNTS PAYABLE	255.39	
					<u>5,029.64</u>	<u>5,029.64</u>
01/25/2024	CD	MMEA	Check: GEN 102323			
AP Trx #: 81505		Check: GEN 102323	582-000-001.000	CASH		13,448.00
		Check: GEN 102323	582-000-202.000	ACCOUNTS PAYABLE	13,448.00	
					<u>13,448.00</u>	<u>13,448.00</u>
01/25/2024	CD	TRINITY HEALTH	Check: GEN 102324			
AP Trx #: 81506		Check: GEN 102324	101-000-001.000	CASH		450.00
		Check: GEN 102324	101-000-202.000	ACCOUNTS PAYABLE	450.00	
					<u>450.00</u>	<u>450.00</u>

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 DB: Chelsea

CHECK JOURNAL REPORT FOR CITY OF CHELSEA
 CHECKS 102321 TO 102324 (4 CHECKS)

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
					92,401.84	92,401.84
TOTALS:		CASH	101-000-001.000			49,499.32
		ACCOUNTS PAYABLE	101-000-202.000		49,499.32	
		CASH	218-000-001.000			66.42
		ACCOUNTS PAYABLE	218-000-202.000		66.42	
		CASH	226-000-001.000			8,201.71
		ACCOUNTS PAYABLE	226-000-202.000		8,201.71	
		CASH	407-000-001.000			1,783.76
		ACCOUNTS PAYABLE	407-000-202.000		1,783.76	
		CASH	582-000-001.000			22,700.92
		ACCOUNTS PAYABLE	582-000-202.000		22,700.92	
		CASH	590-000-001.000			4,810.00
		ACCOUNTS PAYABLE	590-000-202.000		4,810.00	
		CASH	591-000-001.000			5,339.71
		ACCOUNTS PAYABLE	591-000-202.000		5,339.71	
GRAND TOTAL:					92,401.84	92,401.84

User: RKapolka
DB: Chelsea

BANK CODE: GEN CHECK DATE: 01/26/2024 INVOICE PAY DATE FROM 01/22/2024 TO 01/25/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/26/2024	GEN	00000015645(A)	1403	COMCAST BUSINESS	159.65	0.00	159.65	1
01/26/2024	GEN	00000015646(A)	1406	COMCAST BUSINESS	35.25	0.00	35.25	1
01/26/2024	GEN	00000015647(A)	1407	COMCAST BUSINESS	171.40	0.00	171.40	1
01/26/2024	GEN	00000015648(A)	134	MICHIGAN PUBLIC POWER AGENCY	65,528.08	0.00	65,528.08	1
Num Checks: 4		Num Stubs: 0		Num Invoices: 4	Total Amount: 65,894.38			

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/26/2024	CD	COMCAST BUSINESS		Check: GEN 15645(A)		
AP Trx #: 81507		Check: GEN 15645	582-000-001.000	CASH		159.65
		Check: GEN 15645	582-000-202.000	ACCOUNTS PAYABLE	159.65	
					<u>159.65</u>	<u>159.65</u>
01/26/2024	CD	COMCAST BUSINESS		Check: GEN 15646(A)		
AP Trx #: 81508		Check: GEN 15646	101-000-001.000	CASH		35.25
		Check: GEN 15646	101-000-202.000	ACCOUNTS PAYABLE	35.25	
					<u>35.25</u>	<u>35.25</u>
01/26/2024	CD	COMCAST BUSINESS		Check: GEN 15647(A)		
AP Trx #: 81509		Check: GEN 15647	582-000-001.000	CASH		171.40
		Check: GEN 15647	582-000-202.000	ACCOUNTS PAYABLE	171.40	
					<u>171.40</u>	<u>171.40</u>
01/26/2024	CD	MICHIGAN PUBLIC POWER AGENCY		Check: GEN 15648(A)		
AP Trx #: 81510		Check: GEN 15648	582-000-001.000	CASH		65,528.08
		Check: GEN 15648	582-000-202.000	ACCOUNTS PAYABLE	65,528.08	
					<u>65,528.08</u>	<u>65,528.08</u>
					<u>65,894.38</u>	<u>65,894.38</u>
TOTALS:		CASH	101-000-001.000			35.25
		ACCOUNTS PAYABLE	101-000-202.000		35.25	
		CASH	582-000-001.000			65,859.13
		ACCOUNTS PAYABLE	582-000-202.000		65,859.13	
				GRAND TOTAL:	<u>65,894.38</u>	<u>65,894.38</u>

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CHECK PROOF FOR CITY OF CHELSEA

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User: RKapolka

BANK CODE: GEN CHECK DATE: 01/30/2024 INVOICE PAY DATE FROM 01/30/2024 TO 01/30/2024

DB: Chelsea

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/30/2024	GEN	00000102325	712	CANON FINANCIAL SERVICES, INC	1,707.00	0.00	1,707.00	1
01/30/2024	GEN	00000102326	68	CONSUMERS ENERGY	572.86	0.00	572.86	1
01/30/2024	GEN	00000102327	149	T-MOBILE	452.40	0.00	452.40	1
01/30/2024	GEN	00000102328	1344	THE STANDARD	3,021.22	0.00	3,021.22	1

Num Checks: 4

Num Stubs: 0

Num Invoices: 4

Total Amount: 5,753.48

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/30/2024	CD	CANON FINANCIAL SERVICES, INC	Check: GEN 102325			
AP Trx #: 81522						
		Check: GEN 102325	101-000-001.000	CASH		1,707.00
		Check: GEN 102325	101-000-202.000	ACCOUNTS PAYABLE	1,707.00	
					<u>1,707.00</u>	<u>1,707.00</u>
01/30/2024	CD	CONSUMERS ENERGY	Check: GEN 102326			
AP Trx #: 81523						
		Check: GEN 102326	226-000-001.000	CASH		572.86
		Check: GEN 102326	226-000-202.000	ACCOUNTS PAYABLE	572.86	
					<u>572.86</u>	<u>572.86</u>
01/30/2024	CD	T-MOBILE	Check: GEN 102327			
AP Trx #: 81524						
		Check: GEN 102327	101-000-001.000	CASH		380.98
		Check: GEN 102327	101-000-202.000	ACCOUNTS PAYABLE	380.98	
		Check: GEN 102327	226-000-001.000	CASH		7.93
		Check: GEN 102327	226-000-202.000	ACCOUNTS PAYABLE	7.93	
		Check: GEN 102327	582-000-001.000	CASH		23.81
		Check: GEN 102327	582-000-202.000	ACCOUNTS PAYABLE	23.81	
		Check: GEN 102327	590-000-001.000	CASH		23.81
		Check: GEN 102327	590-000-202.000	ACCOUNTS PAYABLE	23.81	
		Check: GEN 102327	591-000-001.000	CASH		15.87
		Check: GEN 102327	591-000-202.000	ACCOUNTS PAYABLE	15.87	
					<u>452.40</u>	<u>452.40</u>
01/30/2024	CD	THE STANDARD	Check: GEN 102328			
AP Trx #: 81525						
		Check: GEN 102328	101-000-001.000	CASH		1,901.16
		Check: GEN 102328	101-000-202.000	ACCOUNTS PAYABLE	1,901.16	
		Check: GEN 102328	218-000-001.000	CASH		63.98
		Check: GEN 102328	218-000-202.000	ACCOUNTS PAYABLE	63.98	
		Check: GEN 102328	226-000-001.000	CASH		164.61
		Check: GEN 102328	226-000-202.000	ACCOUNTS PAYABLE	164.61	
		Check: GEN 102328	582-000-001.000	CASH		418.27
		Check: GEN 102328	582-000-202.000	ACCOUNTS PAYABLE	418.27	
		Check: GEN 102328	590-000-001.000	CASH		273.78
		Check: GEN 102328	590-000-202.000	ACCOUNTS PAYABLE	273.78	
		Check: GEN 102328	591-000-001.000	CASH		199.42
		Check: GEN 102328	591-000-202.000	ACCOUNTS PAYABLE	199.42	
					<u>3,021.22</u>	<u>3,021.22</u>
					<u>5,753.48</u>	<u>5,753.48</u>
TOTALS:		CASH	101-000-001.000			3,989.14

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User: RKapolka
DB: Chelsea

CHECK JOURNAL REPORT FOR CITY OF CHELSEA
CHECKS 102325 TO 102328 (4 CHECKS)

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
		ACCOUNTS PAYABLE	101-000-202.000		3,989.14	
		CASH	218-000-001.000			63.98
		ACCOUNTS PAYABLE	218-000-202.000		63.98	
		CASH	226-000-001.000			745.40
		ACCOUNTS PAYABLE	226-000-202.000		745.40	
		CASH	582-000-001.000			442.08
		ACCOUNTS PAYABLE	582-000-202.000		442.08	
		CASH	590-000-001.000			297.59
		ACCOUNTS PAYABLE	590-000-202.000		297.59	
		CASH	591-000-001.000			215.29
		ACCOUNTS PAYABLE	591-000-202.000		215.29	
			GRAND TOTAL:		<u>5,753.48</u>	<u>5,753.48</u>

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CHECK PROOF FOR CITY OF CHELSEA

Page: 1/1

User: RKapolka
DB: Chelsea

BANK CODE: GEN CHECK DATE: 01/30/2024 INVOICE PAY DATE FROM 01/30/2024 TO 01/30/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/30/2024	GEN	00000015649(E) 142		MUNICIPAL EMPLOYEES'	9,204.00	0.00	9,204.00	1

Num Checks: 1 Num Stubs: 0 Num Invoices: 1 Total Amount: 9,204.00

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 User: RKapolka
 DB: Chelsea

CHECK JOURNAL REPORT FOR CITY OF CHELSEA
 CHECK: 15649 (1 CHECK)

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/30/2024	CD	MUNICIPAL EMPLOYEES'		Check: GEN 15649(E)		
AP Trx #: 81526						
		Check: GEN 15649	101-000-001.000	CASH		4,936.92
		Check: GEN 15649	101-000-202.000	ACCOUNTS PAYABLE	4,936.92	
		Check: GEN 15649	226-000-001.000	CASH		650.63
		Check: GEN 15649	226-000-202.000	ACCOUNTS PAYABLE	650.63	
		Check: GEN 15649	582-000-001.000	CASH		2,238.78
		Check: GEN 15649	582-000-202.000	ACCOUNTS PAYABLE	2,238.78	
		Check: GEN 15649	590-000-001.000	CASH		631.42
		Check: GEN 15649	590-000-202.000	ACCOUNTS PAYABLE	631.42	
		Check: GEN 15649	591-000-001.000	CASH		746.25
		Check: GEN 15649	591-000-202.000	ACCOUNTS PAYABLE	746.25	
					<u>9,204.00</u>	<u>9,204.00</u>
					<u>9,204.00</u>	<u>9,204.00</u>
TOTALS:		CASH	101-000-001.000			4,936.92
		ACCOUNTS PAYABLE	101-000-202.000		4,936.92	
		CASH	226-000-001.000			650.63
		ACCOUNTS PAYABLE	226-000-202.000		650.63	
		CASH	582-000-001.000			2,238.78
		ACCOUNTS PAYABLE	582-000-202.000		2,238.78	
		CASH	590-000-001.000			631.42
		ACCOUNTS PAYABLE	590-000-202.000		631.42	
		CASH	591-000-001.000			746.25
		ACCOUNTS PAYABLE	591-000-202.000		746.25	
				GRAND TOTAL:	<u>9,204.00</u>	<u>9,204.00</u>

User: RKapolka
DB: Chelsea

BANK CODE: GEN CHECK DATE: 01/31/2024 INVOICE PAY DATE FROM 01/30/2024 TO 01/30/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/31/2024	GEN	00000015650 (A)	1109	ALERUS FINANCIAL	20,787.24	0.00	20,787.24	1
01/31/2024	GEN	00000015651 (A)	1109	ALERUS FINANCIAL	4,678.64	0.00	4,678.64	1
01/31/2024	GEN	00000015652 (A)	1111	MISSION SQUARE	883.53	0.00	883.53	1
01/31/2024	GEN	00000015653 (A)	675	MISSION SQUARE	6,120.38	0.00	6,120.38	1

Num Checks: 4 Num Stubs: 0 Num Invoices: 4 Total Amount: 32,469.79

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/31/2024	CD	ALERUS FINANCIAL	Check: GEN 15650(A)			
AP Trx #: 81527		Check: GEN 15650	101-000-001.000	CASH		12,205.74
		Check: GEN 15650	101-000-202.000	ACCOUNTS PAYABLE	12,205.74	
		Check: GEN 15650	218-000-001.000	CASH		113.93
		Check: GEN 15650	218-000-202.000	ACCOUNTS PAYABLE	113.93	
		Check: GEN 15650	226-000-001.000	CASH		1,201.86
		Check: GEN 15650	226-000-202.000	ACCOUNTS PAYABLE	1,201.86	
		Check: GEN 15650	407-000-001.000	CASH		340.31
		Check: GEN 15650	407-000-202.000	ACCOUNTS PAYABLE	340.31	
		Check: GEN 15650	582-000-001.000	CASH		4,500.34
		Check: GEN 15650	582-000-202.000	ACCOUNTS PAYABLE	4,500.34	
		Check: GEN 15650	590-000-001.000	CASH		1,291.91
		Check: GEN 15650	590-000-202.000	ACCOUNTS PAYABLE	1,291.91	
		Check: GEN 15650	591-000-001.000	CASH		1,133.15
		Check: GEN 15650	591-000-202.000	ACCOUNTS PAYABLE	1,133.15	
					<u>20,787.24</u>	<u>20,787.24</u>
01/31/2024	CD	ALERUS FINANCIAL	Check: GEN 15651(A)			
AP Trx #: 81528		Check: GEN 15651	101-000-001.000	CASH		2,751.82
		Check: GEN 15651	101-000-202.000	ACCOUNTS PAYABLE	2,751.82	
		Check: GEN 15651	202-000-001.000	CASH		7.81
		Check: GEN 15651	202-000-202.000	ACCOUNTS PAYABLE	7.81	
		Check: GEN 15651	203-000-001.000	CASH		5.21
		Check: GEN 15651	203-000-202.000	ACCOUNTS PAYABLE	5.21	
		Check: GEN 15651	218-000-001.000	CASH		33.08
		Check: GEN 15651	218-000-202.000	ACCOUNTS PAYABLE	33.08	
		Check: GEN 15651	226-000-001.000	CASH		357.96
		Check: GEN 15651	226-000-202.000	ACCOUNTS PAYABLE	357.96	
		Check: GEN 15651	407-000-001.000	CASH		115.51
		Check: GEN 15651	407-000-202.000	ACCOUNTS PAYABLE	115.51	
		Check: GEN 15651	582-000-001.000	CASH		757.13
		Check: GEN 15651	582-000-202.000	ACCOUNTS PAYABLE	757.13	
		Check: GEN 15651	590-000-001.000	CASH		279.65
		Check: GEN 15651	590-000-202.000	ACCOUNTS PAYABLE	279.65	
		Check: GEN 15651	591-000-001.000	CASH		370.47
		Check: GEN 15651	591-000-202.000	ACCOUNTS PAYABLE	370.47	
					<u>4,678.64</u>	<u>4,678.64</u>

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
01/31/2024	CD	MISSION SQUARE	Check: GEN 15652(A)			
AP Trx #: 81529		Check: GEN 15652	101-000-001.000	CASH		471.75
		Check: GEN 15652	101-000-202.000	ACCOUNTS PAYABLE	471.75	
		Check: GEN 15652	590-000-001.000	CASH		411.78
		Check: GEN 15652	590-000-202.000	ACCOUNTS PAYABLE	411.78	
					<u>883.53</u>	<u>883.53</u>
01/31/2024	CD	MISSION SQUARE	Check: GEN 15653(A)			
AP Trx #: 81530		Check: GEN 15653	101-000-001.000	CASH		5,339.96
		Check: GEN 15653	101-000-202.000	ACCOUNTS PAYABLE	5,339.96	
		Check: GEN 15653	226-000-001.000	CASH		82.39
		Check: GEN 15653	226-000-202.000	ACCOUNTS PAYABLE	82.39	
		Check: GEN 15653	582-000-001.000	CASH		305.50
		Check: GEN 15653	582-000-202.000	ACCOUNTS PAYABLE	305.50	
		Check: GEN 15653	590-000-001.000	CASH		392.53
		Check: GEN 15653	590-000-202.000	ACCOUNTS PAYABLE	392.53	
					<u>6,120.38</u>	<u>6,120.38</u>
					<u>32,469.79</u>	<u>32,469.79</u>
TOTALS:		CASH	101-000-001.000			20,769.27
		ACCOUNTS PAYABLE	101-000-202.000		20,769.27	
		CASH	202-000-001.000			7.81
		ACCOUNTS PAYABLE	202-000-202.000		7.81	
		CASH	203-000-001.000			5.21
		ACCOUNTS PAYABLE	203-000-202.000		5.21	
		CASH	218-000-001.000			147.01
		ACCOUNTS PAYABLE	218-000-202.000		147.01	
		CASH	226-000-001.000			1,642.21
		ACCOUNTS PAYABLE	226-000-202.000		1,642.21	
		CASH	407-000-001.000			455.82
		ACCOUNTS PAYABLE	407-000-202.000		455.82	
		CASH	582-000-001.000			5,562.97
		ACCOUNTS PAYABLE	582-000-202.000		5,562.97	
		CASH	590-000-001.000			2,375.87
		ACCOUNTS PAYABLE	590-000-202.000		2,375.87	
		CASH	591-000-001.000			1,503.62
		ACCOUNTS PAYABLE	591-000-202.000		1,503.62	
			GRAND TOTAL:		<u>32,469.79</u>	<u>32,469.79</u>



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Farmer's Market Request for Palmer Commons Reservations

Submitted by: Manager Colburn

Approved for submittal:


City Manager

Explanation of Agenda Item:

The Farmer's Market is requesting the use of Palmer Commons for the Farmer's Market starting every Saturday from May 4th – October 26th, 2024. They are also requesting a reduced rental rate of \$1,000 for the season, which requires City Council approval.

Fiscal or Resource Considerations:

Does this agenda item require the expenditure of funds? YES ___ NO X

If YES, are funds budgeted? YES ___ NO ___

Are staff or other resources required? YES ___ NO X

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments:

City Manager Comments/Recommendation: The Market will operate as it did last year. The Palmer Commons rental form is attached. City Council approved the Palmer Commons Use Policy November 2018, giving the direction of what information is required from the applicant. Because the request is for a reduced rate, approval by City Council is necessary. Approval is contingent upon the submission of updated Insurance Certificate.

The City and its DDA did develop Palmer Commons as a "placemaking" amenity. This type of use is consistent with the goals of placemaking. It is also an event that is free and open to the public.

For reference: City Council approved a rental rate of \$1,000 for the 2021, 2022 and 2023 seasons.

City Manager Recommended Form of Motion: Approve the use of Palmer Commons Saturdays, from 6am to 2pm, May 4th, 2024, to October 26th, 2024 for the rental amount of \$1,000.00; with the contingency that an updated Certificate of Insurance is submitted prior to the event.

Names and addresses of those to be notified:

Emily Griswold, Farmer's Market Manager

Attachments:

Facility Rental Application

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.



City of Chelsea, MI

www.city-chelsea.org/parksrec

305 S. Main Street
Chelsea, MI 48118

Ph 734-475-1771

Fax 734-475-1811

PARK PAVILION & FACILITY RENTAL APPLICATION

NAME Emily Griswold Group (if applicable) The Chelsea Farmers Market
ADDRESS 775 S. Main St CITY Chelsea ZIP 48118
PHONE# (734) 593-6806 ALT PHONE# (734) 474-6719 EMAIL emily.griswold@trinity-health.

DATE REQUESTED: Multiple *enter 'multiple' for recurring events at Palmer Commons and describe below

DAY OF WEEK REQUESTED:

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY SUNDAY

TIME REQUESTED: (Requested time should include set up and clean up time)

FROM 6 AM PM TO 2 AM PM

NUMBER OF PEOPLE ATTENDING: 300 TYPE OF ACTIVITY: Farmers Market

CHECK APPROPRIATE BOXES:

PIERCE PARK

TIMBERTOWN

PALMER COMMONS (use rates from Facility Rental Policy)

Mon-Fri

\$50.00

\$50.00

Weekend/Holiday

\$100.00

\$100.00

*For recurring events at Palmer Commons please enter description and dates of the event and if seeking a reduced rate from City Council:

The market runs from May 4th-October 26th. This market is a cornerstone of the Chelsea Community and we feel so grateful to be able to continue to host it at the Palmer Commons event space! The market is graciously asking for the reduced rate of \$1000.

I hereby made this application for the use of the above stated pavilion on the date and hours stated above. I also certify that the information on the application is true and that I have read and agree to abide by the rental policy pertaining to the use of the City of Chelsea pavilions as adopted by the City of Chelsea, MI. I also agree to the fee charged, and shall be responsible pertaining to the use of the facility in accordance with the rental policy.

I further agree to indemnify, defend and save harmless the City of Chelsea, its officers, agents and employees for damages expense (including costs and attorney fees) by reason of liability imposed by law on the City of Chelsea, its officers, agents and employees for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons, or on account of damage to property including loss of use thereof, arising out of or in consequence of the performance of this contract, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the City of Chelsea, its officers, agents and employees, exempting only such injury or damage as shall have been occasioned by the sole negligence of the City of Chelsea, its officers, agents and employees.

Signature [Signature]

Date 1/18/24

City of Chelsea Use Only (101H)

Date Received _____ Time Received _____ Received By _____

Rental Fee \$ _____ Cash Check # _____ Reserved Sign Issued

City Manager Approval _____ Date _____ Insurance Liability Required

City Council Approved Adjusted Rate \$ _____ Meeting Date _____



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Appointment to the Downtown Development Authority Board

Submitted by: Mayor Pacheco

Approved for submittal:

City Manager

Explanation of Agenda Item: There is one remaining vacancy on the Downtown Development Authority Board with a term that ends on December 31, 2026. An application for this vacancy was received from Jason Povlich.

Fiscal or Resource Considerations:

Does this agenda item require the expenditure of funds? YES ___ NO x

If YES, are funds budgeted? YES ___ NO ___

Are staff or other resources required? YES ___ NO ___

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments:

City Manager Comments/Recommendation:

City Manager Recommended Form of Motion:

To appoint Jason Povlich to the Downtown Development Authority Board for the term ending 12/31/2026.

Names and addresses of those to be notified: Howard Merkel

Attachments: Application

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.

CITY OF CHELSEA
APPLICATION FOR BOARDS, COMMISSIONS AND COMMITTEES

Thank you for your interest in serving on a City Board, Commission or Committee. The purpose of this form is to provide the City with basic information about residents considered for appointment. Please submit your application to the office of the City Clerk, 305 S. Main, Suite 100, Chelsea, MI 48118. The file of applications received is open for public inspection upon request.

Name: Povlich Jason
(Last) (First) (Middle)

Address: 506 N Main St Chelsea MI ZIP: 48118

Home Phone #: [REDACTED] Business Phone #: _____

Cell Phone #: _____ E-Mail Address: [REDACTED]

Please indicate which Commission, Board or Committee you are interested in:
DDA

How long have you resided in the city? 17 Years

Current Employment: Business Owner -Warriors Management, Jet's Pizza and Grateful Crow

Business Address: 506 N Main St Chelsea MI 48118

Educational background:
Extensive business experiance over the last 30 years

Any other past (or present) community service experience:
DDA for Chelsea around 2012

Related employment experience (please give dates):
DDA Chelsea, CEO Owner Warriors Management, Jet's Pizza, Grateful Crow (2007-Present)

Other commitments that would prohibit/limit your attendance at regular meetings:
N/A

Other relevant information (Memberships, Associations, etc.):
Chelsea Chamber Member

Reasons for interest in serving:
Community enhancement and service

References (list at least 2, with phone numbers):
Lorna Tackwell [REDACTED]
Terris Ahrens [REDACTED]

Date: 01/24/2024 Signature: 



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Millage Rebate Recommendation Update/Discussion

Submitted by: Jane Pacheco, Mayor

Approved for submittal:

City Manager

Explanation of Agenda Item:

In 2017 residents of Washtenaw County passed a Public Safety and Mental Health Preservation Millage. A portion of the funds collected by the county are rebated to municipalities that have their own law enforcement agencies, such as the City of Chelsea. Over the last several years, City Council has discussed how to manage and allocated the rebate funds during several regular meetings and work sessions. Last year (2023) a key community stakeholder group, known as the “Roundtable Group” was specifically formed to discuss possible recommended uses for the rebate funds.

Representatives from the City of Chelsea, including: the City Manager, the Mayor, the Police Chief, and members of the Strategic Planning Group and the Community Center Task Force met with other community stakeholders from the Chelsea School District and the Chelsea School Board, 5HealthyTowns, Chelsea Hospital, Silver Maples, Chelsea Senior Center, and Chelsea District Library.

A truly collaborative investigation of community needs and potential gaps brought forth recommendations from the city representatives as well as other group members. The consensus recommendation centers around the idea of a public-facing, shared community mental health coordinator(s). Additional input was solicited, from the group, from both Washtenaw County Community Mental Health and the Washtenaw County Sheriff’s Office to align the suggested position to work within the existing county-wide resource network.

On January 24, 2023, Community Mental Health (CMH) and the County Sheriff’s Office (WCSO) joined the Roundtable Group and the City of Chelsea to host a Public Safety and Mental Health Millage Town Hall at Washington Street Education Center. CMH and WCSO spoke about the history and impact of the millage, as well as the possibility of the millage being up for renewal this Fall. The Roundtable Group explained the history and evolution of the group’s makeup and recommendation process over the last year.

The Roundtable Group continues to meet to further define the recommendation to council, including proposed job description and possible funding formulas, with the hope to have a written recommendation to council no later than March 2024. This agenda item is an opportunity for Council to review the Town Hall slides and discuss the process thus far. No action necessary.

Fiscal or Resource Considerations: YES ___ NO

Does this agenda item require the expenditure of funds? YES ___ NO

If YES, are funds budgeted? YES ___ NO ___

Are staff or other resources required? YES ___ NO

City Manager Recommended Form of Motion:

Discussion only

Names and addresses of those to be notified:

City Council

Attachments:

Slide presentations from 1/24/24 Public Safety and Mental Health Millage Town Hall

[Washtenaw County Sheriff's Office](#), [Washtenaw County Community Mental Health](#),
[Roundtable Group](#)

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Special Event Permit – Soccer Shots Ann Arbor

Submitted by: Manager Colburn

Approved for submittal:


City Manager

Explanation of Agenda Item:

Dan Mohler of Soccer Shots Ann Arbor is asking for the use of the grass field area at Timbertown for the purpose of a Youth Soccer Program. Mr. Mohler stated in the attached email that Chelsea area residents have asked to bring this program closer to home. The attached email provides more detail.

The request is to reserve Timbertown on Saturdays, beginning April 20th through June 8th, 2024, with Saturday June 15th and Saturday June 22nd for potential weather-related make-up dates. The time of the program is 9:00am to 11:00am.

If approved, a certificate of insurance will be provided.

Fiscal or Resource Considerations:

Does this agenda item require the expenditure of funds? YES ___ NO X

If YES, are funds budgeted? YES ___ NO ___

Are staff or other resources required? YES ___ NO X

City Manager Comments/Recommendation:

Ordinance No. 173 Use of Public Property was adopted on May 8, 2012 giving the direction of what information is required from the applicant and approval of the event is by resolution of the City Council. Approval is contingent upon the submission of updated insurance certificate.

City Manager Recommended Form of Motion:

Adopt the resolution approving Special Event Permit #33, Soccer Shots Ann Arbor's use of Timbertown Field.

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.

City of Chelsea
305 S. Main Street
Suite 100
Chelsea, MI 48118



Phone: 734-475-1771
Fax: 734-475-1811

Permit # _____

Special Event Permit

To be filled out by Applicant

Name: Daniel Mohler Phone #: (734) 263-5400

Address: 1936 Oakview Dr City/State Ann Arbor, MI

Chairperson/Sponsor of Event: Self Phone #: _____

Purpose of Event: Non-competitive youth soccer program for children 2 to 8 years-old.

Location to use: Timber Town Field

Date(s): 04/18/24 to 06/08/24 Hours: 09:00 a.m. p.m. to 11:00 a.m. p.m.

Dan Mohler + 6/15 + 6/22 for any make-up games 1/26/24
Signature Date

Attach Layout or Sketch

Return form to: Chelsea City Offices, 305 S Main St, Suite 100, Chelsea, MI 48118 or fax to 734-475-1811

Items that may be needed

If determined necessary by the City Manager, the filing of a certificate of insurance coverage insuring the City as an additional insured party in the amount of at least \$1,000,000 for public liability and property damage associated with use.

Copies of any authorized permits required by any other governmental agency, by state law or local ordinance may also be needed. If required contact chairperson and attach documents.

Office Use Only

City Manager Approval Date _____ Comments: _____

Resolution to Allow Special Event Permit

At a regular meeting of the City of Chelsea, Washtenaw County, Michigan, held at the Chelsea City Council Chambers of said City on the _____ day of _____, _____, at 7:00 p.m. the following resolution was offered by _____ and seconded by _____ to

Approve Deny Special Event Permit # 33 . Yeas _____ Nays _____

Approval

NOW THEREFORE, BE IT RESOLVED BY THE Chelsea City Council, Washtenaw County, Michigan that the City approves the Special Event Permit # 33.

Resolution # 2024-5

Laura Kaiser, City Clerk
Deputy

Ordinance No. 173 (5/8/12)

Special Event Form - Soccer Shots Ann Arbor

Dan Mohler <dmohler@soccershots.com>

Fri 1/26/2024 9:32 AM

To: Laura Kaiser <lkaiser@city-chelsea.org>

📎 1 attachments (218 KB)

Special Event Master Form_SoccerShots.pdf;

Hi Laura:

Thank you for taking the time to speak with me this morning. The fillable space in the form stopped rather quickly, so I was unable to speak to Soccer Shots and the benefits for our young players.

At its core, Soccer Shots is a youth soccer program designed for children to learn the sport of soccer and the skills necessary to compete on a competitive level. Our curriculum was created by early childhood psychologists, educators, and professional soccer players. We currently operate in 49 schools across Washtenaw, Oakland, and Wayne Counties and run programs for the public in Ann Arbor, Saline, and Northville. We have multiple families that travel to Ann Arbor from Chelsea and Dexter that have asked that we bring sessions closer to their home, so it's my direct goal to do exactly that and bring our program closer for your residents.

We run seasons year-round and would be interested in the Timber Town field space location on Saturdays, 9 - 11am, April 15 - June 8 as the inaugural season.

Thank you for your time and consideration,
Dan

Dan Mohler, Owner

Soccer Shots Ann Arbor

Soccer Shots Metro Detroit NW

(c) 734.263.5400

Soccer Shots®
Ann Arbor | Metro Detroit NW

Sec. 26-116. - Use of public property for special events.

- (a) *Intent.* The city would like to provide the local community an opportunity to hold private events on public property by regulating the use of public parking lots, streets, right-of-way, and parks in order that they may be reasonably accessed and enjoyed by the general public, and not be usurped by commercial or special interest groups to the exclusion of the public, while preserving the health, safety and welfare of the public, remaining fully consistent with the Michigan Constitution, Michigan law, City of Chelsea Charter, and other city ordinances, so as to assure the enjoyment of the public at large, all without undue financial costs to the City of Chelsea or its residents.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

City-sponsored event means an event sponsored in whole or in part by the city, conducted by or with a non-profit organization and for which the city pays for all or a portion of the event.

Non-profit means an organization or entity that is exempt from the payment of tax pursuant to section 501(c)(3) of the Internal Revenue Code.

Person means an individual, corporation, partnership, association and any other recognized legal entity that resides in the City of Chelsea or is affiliated with entities in the local community.

Special event means a non-city sponsored event, including but not limited to an athletic event, festival, show, celebration, performance, display, seasonal event, gathering, video or film production, but excluding residential block parties or other street right-of-way closures already covered by city police policies for such events. Also, temporary daytime use of picnic tables and park gazebo (for events with less than 50 people) shall be exempt from this article.

- (c) *Permitted districts.* Private use on public parking lots, streets, right-of-way, and parks shall be permitted in all zoning districts including those adjacent to residential districts.
- (d) *Approval required.* In order to properly provide for traffic and crowd control, street and property maintenance, ensure the protection of the public health, safety and welfare, it shall be unlawful to participate in any special event upon any city street, park or public property of the city unless such activity has applied for a special events permit and is granted approval by resolution of the city council. Use of Dana Fields for organized baseball or softball teams shall be scheduled by Chelsea Community Education. The application for a permit to conduct a special event shall be made to the city clerk, in writing, by person or persons in charge of or responsible therefor. Such application shall set forth the following information:
- (1) The name, address and telephone number of the person requesting the permit.

- (2) The name and address of the organization or group sponsoring the special event.
 - (3) The name, address and telephone number of the person who will act as chairman of the special event and be responsible for the conduct thereof.
 - (4) The purpose of the event and estimated number of persons to attend.
 - (5) The date the event is to be conducted and the hours it will commence and terminate each day.
 - (6) The layout or sketch showing the limits of the area to be used.
 - (7) If determined necessary by the city manager, the filing of a certificate of insurance coverage insuring the city as an additional insured party in the amount of at least \$1,000,000.00 for public liability and property damage associated with the use.
 - (8) Copies of any authorized permits required by any other governmental agency, by state law or local ordinance.
 - (9) Such other information as the city may deem reasonably necessary.
- (e) *Expiration.* The application period will begin January 1 for the entire year. The applicant will submit proposed date(s) and the expiration date of their permit shall be on the conclusion of the event date(s) and/or the rain date.
- (f) *Payment of costs.* The city council shall adopt a policy which sets forth whether or not the special event must pay for city services and to what extent such city services must be paid by the person or entity responsible for the special event. Such policy shall have the full force and effect of the ordinance, and any violation of the policy shall be deemed to be a violation of this article.
- (g) *Penalties.* A violation of this article or a violation of the conditions imposed in any permit granted by authority of this article shall be a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than \$1,000.00 and not less than \$100.00.
- (h) *Effective date.* This article shall become effective 20 days after its adoption and shall be published within ten days of its adoption by publication of a brief notice in a newspaper circulated within the City of Chelsea.

(Ord. No. 173, 5-8-2012; Ord. No. 174, §§ 1, 2, 3-16-2015)



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Establish Wednesday Farmer's Market

Submitted by: Manager Colburn

Approved for submittal:


City Manager

Explanation of Agenda Item:

The Farmer's Market is requesting the establishment of the Wednesday Market at the Chelsea State Bank parking lot, 1010 S. Main Street (M-52) on each Wednesday from May 1, 2024, to October 30, 2024.

Per City Ordinance:

Sec. 8-20. - Location.

All markets established under the provisions of this article shall be located upon such lands as specifically authorized by resolution of the city council.

(Ord. No. 82, § 52.003, 8-8-1977)

Fiscal or Resource Considerations:

Does this agenda item require the expenditure of funds? YES ___ NO X

If YES, are funds budgeted? YES ___ NO ___

Are staff or other resources required? YES ___ NO X

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments:

City Manager Comments/Recommendation:

The market has operated in the past at this location with no issue, so the location is certainly acceptable.

City Manager Recommended Form of Motion:

Adopt resolution # 2024-4 regarding establishment of Wednesday Chelsea Farmer's Market in the parking lot at 1010 S. Main Street, on each Wednesday, from May 1st to October 30th, 2024.

Names and addresses of those to be notified:

Emily Griswold

Attachments:

Resolution

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.

Resolution # 2024-4
RESOLUTION REGARDING
ESTABLISHMENT OF WEDNESDAY FARMER'S MARKET

BE IT RESOLVED, that the City Council of the City of Chelsea does hereby establish the Chelsea Farmer's Market in the parking lot at 1010 S. Main Street, on each Wednesday, from May 1st to October 30th, 2024.

* * * * *

I Lyn Sebestyen, City Clerk of the City of Chelsea, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Chelsea, County of Washtenaw, State of Michigan, at a meeting held on the 5th day of February, 2024, and that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, including in the case of special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

Lyn Sebestyen, City Clerk



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Midwestern Consulting, LLC, (Midwestern Engineering) construction engineering, inspection, surveying and material testing services for the MDOT West Middle Street Improvements project.

Submitted by: Martin Colburn/City Manager

Approved for submittal:


City Manager

The City of Chelsea has been working through Midwestern Engineering in preparation of implementation of making improvements on West Middle Street and underground water infrastructure. The project has been bid through MDOT and C&D construction from Charlotte, Michigan was selected and approved by the City Council. These services are inclusive of providing pre-construction services, approving shop drawings and material submittals/mix designs and ensure that all materials are in compliance with MDOT requirements. Additional components of services are inclusive of community outreach, construction layout and surveying, construction inspection and materials testing, construction administration and keeping the project on schedule. Additionally, once constructed they will work on the completion of MDOT's construction audit. The services would be performed at a Time & Material basis for a Not-to-Exceed fee of \$156,600. It should be noted that this MDOT project is partially funded with federal ARPA funds, to be expended NLT December 31, 2024.

Fiscal or Resource Considerations: YES NO

Does this agenda item require the expenditure of funds? YES NO

If YES, are funds budgeted? YES NO

Are staff or other resources required? YES NO

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments: Midwestern was asked to design this project with MDOT standards and are most familiar with the project. They have both capacity and extensive experience on both street and utility construction.

City Manager Comments/Recommendation: Recommend that the city pursue the professional services of Midwestern Consulting, LLC, to conduct the construction and survey requirements to MDOT standards for the West Middle Street Project.

City Manager Recommended Form of Motion:

Move to approve the budgeted expenditure of \$156,600 for payment of professional construction management services for West Middle Street, at at Time & Material basis Not-to-Exceed \$156,600.

Names and addresses of those to be notified: City of Chelsea utility users.

Attachments: Proposal dated January 10, 2024 by Midwestern Consulting for professional services.

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.



January 10, 2023

City of Chelsea
305 South Main Street
Suite 100
Chelsea, MI 48118

Attn: Mr. Martin Colburn, City Manager

Re: **W. Middle Street Improvements Project
Construction Engineering, Surveying, Testing
and MDOT Office Technician Services Proposal**

Dear Mr. Colburn:

Midwestern Consulting, LLC, (Midwestern) is pleased to present the following Project Proposal in response to your request for full-time construction engineering, inspection, surveying and material testing for the proposed West Middle Street Improvements Project. The project has been bid through MDOT with C&D Hughes of Charlotte, Michigan being the low bidder. With the City's recently executed funding agreement with MDOT the final construction contract between C&D Hughes and MDOT has been approved and the project is ready to proceed to construction.

The scope of our work shall include the following:

Task 1: Pre-Construction Services

- Upon execution of a construction contract between the Contractor and MDOT, Midwestern will schedule a preconstruction meeting. City staff, the Contractor, MDOT staff and the various utility companies will be invited to attend with the meeting held at a City facility (City Hall or DPW building) or virtually via online meeting service, at the City's convenience, to discuss the project. Discussion topics will include:
 - Required/approved permits
 - Project schedule
 - Material pickup coordination by Contractor of City provided materials
 - Construction staking requirements
 - Notification requirements clearly delineated when the Contractor must contact the City/Midwestern to be present onsite for observation.
 - Coordination of testing requirements
 - Coordination of Contractor 24-hour emergency contact phone numberMinutes will be recorded and provided to the City, the Contractor and all attendees.

- Prior to the start of construction, Midwestern will review and approve contractor submitted shop drawings and material submittals/mix designs, and confirm that all materials are in compliance with MDOT sourcing requirements.

Task 2: Community Outreach

- With the project being located on a major city thoroughfare there will be a significant impact on nearby residents and businesses. Based on past projects, it is assumed that City staff will handle the majority of interactions with neighbors, but Midwestern staff will be available to assist with these discussions in addition to the typical day to day interactions we would anticipate already having with each property owner adjacent to the work zone.
- Any citizen or property owner questions that occur throughout the project outside of set meetings will be promptly addressed with the question and response relayed to City staff to keep them informed. Any concerns that may impact the method or timing of construction will be discussed with the contractor prior to responding to the owner.
- Midwestern will provide the City Manager with weekly project updates that can be used in public announcements as well as various graphics to help the public better understand the scope of the project and how to navigate around the project limits. The format of the updates will be coordinated with the City Manager at the start of the project.
- Midwestern will provide the City with project related exhibits and work descriptions for use in conveying the limits of work and traffic impacts to the general public. If changes should occur during the project additional exhibits will be created after discussion with City staff.

Task 3: Construction Layout and Surveying

- Midwestern staff will perform all construction staking and layout necessary to construct the project according to the proposed plans for water main installation, drainage improvements, curb and gutter, sidewalks and as required to meet the requirements of the Americans with Disabilities Act (ADA).
- Prior to the start of removals any property irons/monuments within the area of construction will be located and witnessed. Upon completion of construction any property corners that have been removed or left above grade and exposed during construction will be re-installed in their original location(s) and in a manner so as to not protrude above ground.
- A total of four (4) site visits are assumed to be necessary to perform all of the required construction staking. Additional fees may apply if additional site visits are required based on construction conditions. Cut sheets will be provided to the contractor for their use of the completed staking.

Task 4.1: Construction Inspection and Material Testing

- Midwestern staff will mark out all removals for the projects. These removal markings will be done in a timely manner so as to allow ample time for City staff to review and comment on the markings, and then allow for any adjustments to be made that are deemed necessary.
- Midwestern staff will perform daily site visits to review work performed for the project, measure the amount of material installed, and obtain all data necessary to comply with

the various MDOT forms. This information together with other observations during site visits will be included in Inspector Daily Reports (IDRs) with weekly work/schedule progress reports provided to the City. Daily Inspection activities will include the following tasks, amongst others:

- Removal delineation and observation
- Traffic control devices meeting the requirements of the plans
- Water main installation and testing
- Storm sewer installation
- Proof-rolling observation
- Roadway grading and aggregate base elevation grade checks
- Concrete pavement, curb and gutter and sidewalk installation in accordance with ADA requirements
- Hot Mix Asphalt placement
- Pavement Markings
- Compliance with approved SESC and Water System permits
- Midwestern will sub-contract all material testing and related services with Material Testing Consultants (MTC), and will coordinate with MTC to assure a tester is available when needed. It is anticipated that testing services will cover all items listed within the contract documents, in conformance with MDOT required procedures and will at a minimum include trench backfill density, aggregate base density, concrete quality and hot mix asphalt pavement density. MTC produced reports and test results will be included with the project IDRs and provided to the City and MDOT.

Task 4.2: Construction Administration and Office Technician

- Progress meetings will be held with the Contractor and City staff throughout the project, as necessary, to confirm project schedule, work progress and any project concerns that have developed as the project moves through construction. This work will also include coordination of any notices that need to go to property owners in advance of impact on their property.
- Midwestern will respond to any questions or clarifications posed by the Contractor during construction with copies provided to the City. This work includes any adjustments to the design that may be warranted based on challenges identified in the field.
- Due to the project being partially funded with Federal Grant monies, the project's construction and inspection will be required to follow MDOT requirements for documentation. Midwestern will coordinate with the MDOT LAP office and local TSC to provide the required documents and to do so in the format required utilizing the Field Manager and ProjectWise softwares. Copies of these files will be kept by Midwestern for the time period required by MDOT after completion of the project.
- Midwestern will prepare pay estimates each month based on the completed quantities and will coordinate with City staff to process said pay requests.
- At the completion of construction activities, all construction work will be reviewed on site with the contractor for compliance with the plans and specifications. Any required adjustments or deficiencies will be summarized in a punch list and provided to the Contractor for the Contractor to rectify. These updates will be checked with a final walk through prior to project completion. Upon completion of punch list items, the project will be closed out in coordination with MDOT staff.
- Midwestern will prepare utility as-built drawings at the completion of construction. These will be based on the utility locates obtained as part of the daily inspection. In addition to

the as-built drawings, Midwestern will provide the City with the utility locates electronically so they can be added into the City's various utility models.

- After completion of construction MDOT staff will perform an audit of the project's submitted documents. Midwestern will work with the City, Contractor and MDOT to resolve any deficiencies found during the audit. We have assumed two rounds of revisions will be required with most revisions taking place during the first round and minor comments during the second round. Please note that there are often deficiencies that are the responsibility of the contractor to resolve, however, as the Construction Engineer Midwestern will be responsible to assure these items are completed satisfactorily. Additional funding may need to be requested at a later date depending on the amount of items and time required to complete these items that are beyond our control.

Project Schedule

The following is the currently anticipated schedule and timeline for the project:

Contract Construction Start:	Early February 2024 (weather permitting)
Road Open to Traffic:	June 22, 2024, no later
Punch List/Final Completion:	July 20, 2024
Project Closeout with MDOT:	October 31, 2024

The final start date and intermediate completion date of tasks will be determined during the preconstruction meeting. It is assumed that it will take the Contractor (45) work days to complete all construction items. This total may vary based on the Contractor's progress for each work item. These days are assumed to be a combination of full days and partial days depending on the type of work to be performed.

Fee Schedule

Midwestern proposes to perform the above Scope of Services on a Time & Material basis for a Not-to-Exceed fee of **\$156,600** as detailed below and in accordance with the attached General Conditions. This fee may require adjustment based on the final amount of time that the Contractor requires to complete the project.

Construction Administration	\$59,800
Community Outreach	\$5,000
Daily Inspection and Staking	\$62,900
Material Testing	\$28,900

Midwestern is excited to present this proposal and is prepared to begin work immediately on this Project upon receipt of this executed agreement. If you have any questions, please contact me at 734-995-0200 or at sgf@midwesternconsulting.com. We look forward to working with you.

Very truly yours,

MIDWESTERN CONSULTING, LLC



Scott Fisher, PE, Project Manager

Encl: General Conditions

Client attests that he/she is authorized to sign this Agreement, which includes the General Conditions for Professional Services stated on the following page and the Guarantee stated below.

CLIENT ACCEPTANCE and GUARANTEE:

I / We personally guarantee the obligations of the (Company) Client.

(Legal Name of Client)

(Signature)

(Printed Name & Title)

(Date)



GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

Payment

The Client shall pay Midwestern Consulting LLC (MC) for services performed in accordance with the rates and charges set forth in the Agreement. Invoices shall be submitted monthly and are due within thirty (30) calendar days of invoice date. If the Client objects to any portion of an invoice, the Client shall notify MC, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted.

The Client recognizes that it has the obligation to pay for all services performed and shall make no deductions or adjustments, or impose penalties for the Client's inability to obtain financing or any governmental approvals.

The Client shall pay an additional charge of one-and-one-half (1.5) percent of the invoiced amount per month for any undisputed portion of invoices that are unpaid for more than thirty (30) calendar days.

If Client fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, MC may at any time, without waiving any other claim against the Client (including lien rights) and without thereby incurring any liability to the Client, suspend or terminate this Agreement.

Indemnification

MC agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by MC's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MC is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold MC harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

MC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to both the Client and MC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000 or the total amount of compensation received by MC, whichever is greater.

Termination

The Client may terminate this Agreement at any time with or without cause upon giving MC seven (7) calendar days prior written notice. MC may terminate this Agreement upon giving the Client written notice for any of the following reasons:

1. Breach by the Client of any material term of this Agreement, including but not limited to Payment Terms.
2. Transfer of ownership of the project by the Client to any other persons or entities not a party to this Agreement without the prior written agreement of MC.
3. Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any Additional Services required because of such changes.

Professional Standards

Services provided by MC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.

Insurance

MC shall secure and maintain such insurance as will protect it from claims under the Worker's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of its services. MC shall, upon request, furnish current certificates of insurance coverage to the Client covering Worker's Compensation, General Liability, Automobile Liability, and Professional Liability.

Construction Costs and Schedules

Statements of probable construction costs and/or schedules prepared by MC represent our professional judgment. MC has no control over the methods of determining bid prices and schedules. Accordingly MC does not warrant that bids, proposal, schedules or actual project costs will not vary from the projections.

Ownership of Records and Documents

All documents produced by MC under this Agreement shall remain the property of MC and may not be used by the Client for any other endeavor without the written consent of MC.

Job Site Safety

MC shall not at any time supervise, direct, or have control over any contractor's work, nor shall MC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

Information Provided by Client

The Client shall provide information relating to the Project that is available, and MC shall be entitled to rely upon the accuracy and completeness of such information. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold MC harmless from any claim, liability, or cost for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client.

Right of Entry

The Client shall provide for MC's right to enter the property owned by the Client and/or others in order for MC to fulfill the Scope of Services included hereunder. The Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold MC and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

Electronic Media Disclaimer

The Client agrees that all forms of electronic media data are instruments of service of MC who shall retain all rights. Any electronic files submitted to the Client are subject to a 30-day acceptance period, after which MC will not be held liable for the completeness or correctness of the data. MC attests to the accuracy of the hardcopy (mylar, sepia or print), which accompanies the electronic media, and any drawings produced from the electronic media must be checked against the hardcopy by the Client. The Client further agrees to waive all claims against MC resulting from unauthorized changes, or reuse in any way, of the electronic media.

Applicable Laws

Unless otherwise specified, the laws of the State of Michigan shall govern this Agreement.

END OF GENERAL CONDITIONS



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: West Middle Street Improvements Project Change Order #2

Submitted by: Martin Colburn/City Manager

Approved for submittal:


City Manager

Midwestern Consultants, LLC, provided initial construction design for the West Middle Street project on behalf of the City of Chelsea. During the process, former staff requested that the project be redesigned due to financial constraints, ongoing supply chain related costs issues, and the experience of construction cost escalations over the last several years. The original scope of the project ran from M-52 (Main Street) to Wilkerson Street. As the project was further designed, there were changes on the length of the project as well as underground infrastructure. They also incurred additional administrative costs acquiring the required permits for the project. All of these changes also lead to multiple changes and revisions with other parties such as WATs, MDOT and FHWA. The project also required the additional National Environmental Policy Act (NEPA) review. Additionally, consent to grade on private property values are added to the cost that is paid to property owners.

The original design also included sidewalk replacement in the block closest to M-52. This design work was completed but removed from the project with the change of scope. We retain the value by owning the design work that may be built in the future. The total amount requested for the change order inclusive of change of scope of the project, utility conflict adjustments to the underground infrastructure, permit work and fees, MDOT program application revisions and consent to grade fees tally to \$53,773.05.

Fiscal or Resource Considerations: YES NO

Does this agenda item require the expenditure of funds? YES NO

If YES, are funds budgeted? YES NO

Are staff or other resources required? YES NO

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments: The city originally contracted with Midwestern Consultants for this project in July, 2022. Since then, a number of adjustments have been made to address the scope of the project as well as financial constraints. I've confirmed with staff that Midwestern had been directed to make adjustments to the project design. It is not untypical for change orders to occur. In this particular case there were also additional

services provided that were not included in the original scope.

City Manager Comments/Recommendation: Recommend payment to Midwestern Consultants, LLC for professional services rendered.

City Manager Recommended Form of Motion: Move to make payment for Change Order No. 2 to Midwestern Consultants, LLC. In the amount of \$53,77.05 for services pertaining to the West Middle Street project.

Names and addresses of those to be notified:

Attachments: Letter dated January 10, 2024 from Midwestern Consulting, LLC regarding Change Order Request #2.

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.



January 10, 2024

City of Chelsea
305 South Main Street
Suite 100
Chelsea, MI 48118

Attn: Mr. Martin Colburn, City Manager

Re: **West Middle Street Improvements Project
Change Order Request #2**

Dear Mr. Colburn:

This letter serves to request your consideration of additional reimbursements to Midwestern Consulting occasioned by additional services associated with the West Middle Street Improvements Project. The additional work and effort are summarized below and are items not included as part of the original scope of work.

Utility Conflict Design Revisions

- The original proposal was based on the assumption that the proposed replacement water main could be installed the length of the project with minimal impact from the location of existing utilities. Upon completion of the field survey and base plans it was found that there was insufficient space along the westerly 300 feet of the project (between Wilkinson Street and Hayes Street) to allow for the installation of new water main without impacting existing utilities.
- After reviewing with City staff it was initially determined to proceed with a temporary water system to allow the existing main to be decommissioned and the proposed main to be installed. Midwestern proceeded accordingly with the creation of necessary drawings and specifications for the system.
- Based on cost feedback from various suppliers showing a high cost for the temporary water system, and knowing the large impact that design would have on residents, Midwestern reviewed alternative designs that included relocating existing City utilities within the street. After several conceptual designs and cost estimates, it was determined that relocating City storm sewer and a small section of City sanitary sewer would result in nearly the same cost as the temporary service, but with the advantage of providing a better water main design that would have a smaller impact to adjacent residents using their households throughout construction (i.e. fewer water interruptions and less disturbance to front yards and driveways).
- Based on the value engineering City staff directed Midwestern to revise the final design documents to reflect the utility relocations. This work included drawing revisions including

appropriate notes and details, as well as additional construction specifications as sanitary sewer work was not originally included in the project.

- This segment of road was ultimately removed from the project due to budget constraints, but the design can still be utilized during a future project to complete the water main replacement along this stretch of roadway.

Utility Conflict Fee Request = \$5,901.50

Downtown Sidewalk Design

- The original design extended street work to M-52, but did not include sidewalk upgrades in the downtown area. During the preliminary design meeting the amount of sidewalk replacement required for water service replacements was presented to the City with the suggestion to fully replace the sidewalk on both sides of the road east of the City owned parking lot. At this time City staff presented the potential to receive additional funding from SEMCOG for sidewalk related improvements and requested that the downtown sidewalks be shown for full replacement and to examine the potential to remove the large step on the south side of the roadway.
- Midwestern re-designed the downtown sidewalk to provide a more ADA compliant layout together with a significant reduction in the south side step while maintaining the current brick streetscape edging. This design was fully completed including special construction details for the non-standard work items. Construction phasing was extensively reviewed determine the best method for construction that would have a minimum impact on the adjacent downtown businesses with phasing plans included in the plan set.
- This segment of road was ultimately removed from the project due to budget constraints, but the design can still be utilized during a future project.

Sidewalk Design Fee Request = \$5,240.50

Project Scope Changes

- After completion of the full design drawings and construction specifications, the final cost estimate was presented to the City. At this time it was determined that the scope of work was above the budgeted amounts for the project due to the ongoing supply chain related cost issues that have been experienced construction wide over the last several years. In order for the City to not lose the available federal funding, Midwestern suggested, and City staff approved, preparing several cost estimates based on varying limits of project work with the intent to be to find an appropriate section of road that would be within the City's budget while continuing previous water main upgrade work and meeting the cost sharing requirements of the federal grant.
- After review of several options, a final decision was made to keep the section of road from the west side of the Hayes Street intersection easterly to the east side of the city fire station driveway, with the sections of roadway to the west and east to be deferred to later projects.
- With a final direction Midwestern proceeded with revising the construction drawings and specifications to fit the reduced scope of work. Much of the original design for this section of road could be reused, but there were additional design revisions needed at the new project limits to allow for easy connection to future water main projects and to coordinate with other recent City water main work that finished after the plans were in progress.

- The original construction drawings and documents all showed the project to be constructed during the fall of 2023. After multiple discussions with MDOT the project was shifted to spring 2024 and required multiple documents to be updated to reflect this date and then be coordinated with MDOT so the appropriate documents were used in bidding.
- Due to the various budget reviews and changes in scope of work, several additional meetings with City staff were required in addition to those included in the original proposal.
- Midwestern provided assistance with obtaining the necessary permits for the project from the various review agencies including paying the permit fees where necessary. This task was not included in the original proposal as it was not known if certain permits would/would not be required until after the final design as complete. Also it was not determined which permits the City would apply for/obtain directly and which would need to be applied for/obtained by Midwestern and which fees Midwestern may have to pay and later be reimbursed.

Project Scope Changes Fee Request = \$34,342.05

MDOT Program Application Revisions

- Due to the multiple changes in the scope of the project and the extended time period to finalize the scope of work and when the project would be constructed, the project's program application was updated and submitted to MDOT several times to reflect the latest project information. Several of these revisions were at the request of MDOT/WATS staff to reflect the final changes despite several being very minor and having been previously approved by other departments. Several of these revisions were to coordinate the various parties involved (WATS, MDOT, FHWA). Each revision required coordination with City staff to obtain their signature on the revised program application prior to submittal, and follow ups to the appropriate WATS or MDOT staff to assure that all documents were received and approved so that the project money was obligated in time.
- As part of the program application review, MDOT required a complete NEPA review in addition to the SHPO review and required a Threatened and Endangered Species study to be performed for the project area. This type of study has not been required on past projects and we had assumed it was not needed as there was no tree clearing as part of the project and being an urban setting it was assumed to not be appropriate habitat. However, after discussions with MDOT staff, the appropriate review request was submitted to the MDOT NEPA department for review. After coordination between Midwestern and the environmental reviewers, the necessary information was obtained and the review was completed and approved.

Program Application Fee Request = \$3,493.00

Consent to Grade Documentation

- Based on the final construction drawings it was determined that consent to grades would need to be obtained from two private property owners to allow for proposed project work outside of the public right-of-way. The consent to grades were prepared to follow the multi-step MDOT process for proper documentation, valuation and communication. To follow this process Midwestern:
 - Provided drawings and forms for each property.

- Coordinated with the City's Assessor to determine the required valuation for the property subject to the consent to grade.
- Coordinated with City staff who corresponded with each property owner.
- Documented all steps of the process and submitted to MDOT for approval.
- During construction Midwestern will confirm the requirements of the consent to grade are followed including payment to the owners, where required.
- This task was not included in the original proposal as it was unknown how many properties would be impacted by the proposed work and has been significantly reduced compared to the amount of properties impacted by the original scope of work.

Consent to Grade Fee Request = \$4,796.00

Total Change Order Request = \$53,773.05

The original project design fee plus Change Order #1 was \$69,496.50 or 7.2% of the final construction cost of approximately \$970,000. The new Change Order #2 request would increase the total design fee to \$123,269.55 or 12.7% of the final construction cost. Typical industry design fee including the MDOT programming/environmental review is approximately 10% of construction costs including minor revisions during the project design/review. Based on the multiple additions, revisions and subtractions to the project scope, which occurred over an extended time period, we believe this increase is reasonable.

If you require additional documentation of the reimbursement request, or if you require any additional clarification of this request please call or email me at sgf@midwesternconsulting.com and I would be happy to discuss with you further.

Very truly yours,

MIDWESTERN CONSULTING, LLC



Scott Fisher, PE, Project Manager

Client attests that he/she is authorized to sign this Agreement, which includes the General Conditions for Professional Services stated in the original signed proposal and the Guarantee stated below.

CLIENT ACCEPTANCE and GUARANTEE:

I / We personally guarantee the obligations of the (Company) Client.

(Legal Name of Client)

(Signature)

(Printed Name & Title)

(Date)



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Adopt First Reading of Food Trucks Zoning Ordinance Text Amendment

Submitted by: Planners Paul Montagno and Michelle Marin

Approved for submittal:


City Manager

Explanation of Agenda Item:

At the January 23, 2024, regular meeting, the Planning Commission passed a resolution recommending approval of the proposed text amendment that would permit and regulate mobile food vendors operating within the City of Chelsea.

Fiscal or Resource Considerations:

Does this agenda item require the expenditure of funds? YES ___ NO X

If YES, are funds budgeted? YES ___ NO ___

Are staff or other resources required? YES ___ NO X

Advisory Board/Commission/Committee Action/Recommendation: Approve at First Reading

Staff Comments: There has been a lot of interest in mobile food vending within the city. There were not specific standards or processes in place to regulate or permit such uses. Planning staff and the Planning Commission created draft language to amend the Zoning Ordinance to address this issue. The Planning Commission discussed the ordinance amendment at six (6) total work sessions: April, September, October, November, and December 2023, and January 2024. A public hearing was held on December 19, 2023.

City Manager Comments/Recommendation: With expanding interest in Food Truck utilization within the City, as well as a City-established food truck area at Timbertown Park, it is appropriate that the City provide guidance, parameters, and regulations relating to the use of food trucks.

City Manager Recommended Form of Motion:

Approve at First Reading the text amendment to add a Food Truck Ordinance to the City Zoning Ordinance.

Names and addresses of those to be notified: none

Attachments: Planning Commission resolution recommending adoption of proposed Zoning Ordinance text amendment in ordinance adoption format. Draft First Reading of proposed ordinance.

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.

**CITY OF CHELSEA
PLANNING COMMISSION
RESOLUTION OF FINDINGS
AND
RECOMMENDATION OF APPROVAL**

**ZONING ORDINANCE TEXT AMENDMENT
Mobile Food Vendors
1/23/24**

Whereas, the Planning Commission held a public hearing which was appropriately noticed on this matter on December 19, 2023, and received comments from the public; and

Whereas, the Planning Commission has reviewed the proposed zoning ordinance text amendment in terms of the standards stated within Section 16.05 of the Zoning Ordinance and finds the following:

- A. **The proposed amendment is consistent with the intent and purpose of the Zoning Ordinance** as it pertains to encouraging the appropriate placement and operation of mobile food vendors.
- B. **The proposed amendment will be consistent with the City's adopted Master Plan** goals as they relate to community vibrancy and economic development.
- C. **The petition is supported by a change in conditions since the Zoning Ordinance was adopted** because there has been an increase in requests to have food trucks in the city and regulation of mobile food vendors are expressed as community preferences.
- D. **The proposed amendment is supported by problems or conflicts in the implementation or interpretation of the Ordinance**, as there is no current use group identified in the Ordinance that applies directly to mobile food vendors operating within the City.
- E. **The proposed amendment is not needed to accommodate changes in State legislation, by recent case law, or opinions rendered by the Attorney General of the State of Michigan.**
- F. **The proposed amendment will promote compliance with changes in other City Ordinances or County, State, or Federal regulations**, including the Washtenaw County Health Department guidelines.

Now therefore be it resolved, that the Planning Commission recommends to the City Council approval of the zoning ordinance text amendment: Section 4.28 – Mobile Food Vendors.

CITY OF CHELSEA
WASHTENAW COUNTY, MICHIGAN

Zoning Ordinance Amendment

FIRST READING

AN ORDINANCE TO ADD ARTICLE IV. STANDARDS FOR SPECIFIC USES SECTION 4.28 MOBILE FOOD VENDING TO THE CITY ZONING ORDINANCE.

THE CITY OF CHELSEA ORDAINS:

Add Article VI Specific Uses, Section 4.28 Mobile Food Vending is added to the Zoning Ordinance of the City of Chelsea to read as follows:

SECTION 4.28

Mobile Food Vending

A. Intent.

In the interest of encouraging mobile food vendors who add to the vibrancy and desirability of the City of Chelsea, while providing a framework under which such businesses operate, this ordinance is established.

B. Definitions.

- (1) *Mobile food vending* shall mean vending, serving, or offering for sale food and/or beverages from a mobile food vending unit that meets the definition of a food service establishment under Public Act 92 of 2000, which may include the ancillary sales of branded items consistent with the food, such as a tee shirt that bears the name of the organization engaged in mobile food vending.
- (2) *Mobile food vending unit* shall mean any motorized or non-motorized vehicle, trailer, or other device designed to be portable and not permanently attached to the ground from which food is vended, served, or offered for sale.
- (3) *Mobile food court* shall mean a permanent land use subject to site plan approval where two or more mobile food vendors congregate to vend, serve, or offer for sale food and/or beverages to the public.
- (4) *Vendor* shall mean any individual engaged in mobile food vending business; if more than one individual is operating a single stand, cart, or other means of conveyance, then vendor shall mean all individuals operating such single stand, cart, or other means of conveyance.
- (5) *Operate* shall mean all activities associated with the conduct of business, including set up and take down and/or actual hours where the mobile food vending unit is open for business.

C. License required.

All vendors engaged in mobile food vending in the City of Chelsea are required to obtain a license

from the City Clerk prior to operating within the city. No vending through a mobile food vending unit of food and/or other human consumables shall be permitted unless it meets the definition of mobile food vending as defined by this ordinance. To obtain a license the vendor must submit an application to the Clerk along with proof of insurance, and approval from the health department to operate a mobile food vending unit. The Clerk shall prescribe the form for such application and license. The license shall be prominently displayed on the mobile food vending unit when operating within the city. A license obtained under this chapter shall not relieve any vendor of the responsibility for obtaining any other permit, or authorization required by any other ordinance, statute, or administrative rule.

D. Permit required.

Any property owner hosting a mobile food vendor(s) in a residential, commercial, industrial, mixed-use, medical, recreation-conservation, public institution, or office district must be issued a mobile food vending permit from the Planning and Zoning Administrator. The Planning and Zoning Administrator shall prescribe the form for such application and permit.

Food vending permit applications shall include a plot plan, indicating the location of the mobile food vending unit on the premises,.

E. Duration; non-transferability.

Permits and Licenses shall be issued for no more than a calendar year from the date of issuance expiring each year on January 31st. Any permit or license issued under this chapter is non-transferable.

F. Exemptions.

Mobile food vendors participating as invited vendors to a City-authorized street fair, public festival, public event, block party, or farmers' market are not required to obtain an individual mobile food vending permit for the duration of the event; vendors are required to obtain a mobile food vendors license from the City Clerk. The organizers of any such event are required to include all requested details of the mobile food vendors in the event permit application, including a plot plan indicating the location of the mobile food vending units within the event area. Mobile food vendors who stop to vend food for fifteen (15) minutes or less are exempt from the mobile food vendor permit; a license from the City Clerk is still required.

G. Permit Application.

Any property owner desiring to host a mobile food vending unit shall make a written application to the Planning and Zoning Administrator for a permit under this chapter. The applicant shall truthfully provide all information necessary to determine compliance with the requirements in section 4.28.I or any other request by the Planning and Zoning Administrator deemed necessary to evaluate the application and be accompanied by a fee established by resolution of the City Council.

H. Fees.

An application for a license or permit under this chapter shall be accompanied by a fee in the amount established by resolution of the City Council. There shall be no proration of fees. Fees are non-refundable once a permit has been issued by the City.

I. Requirements.

Any property owner or vendor engaging in mobile food vending shall comply with the following requirements:

Location

- (1) A mobile food vending unit may only operate on private property except as authorized in subsection 6. Vendors may only operate on private property with permission from the property owner.
- (2) A mobile food vending unit shall not be located within five (5) feet of a side or rear property line.
- (3) A mobile food vending unit shall not be located within a drive aisle.
- (4) A mobile food vending unit shall not obstruct any clear vision triangle area, as described in Section 6.05.
- (5) A mobile food vending unit or any part of its operation shall not occupy parking spaces required to comply with the minimum parking standards for a use.
- (6) No mobile food vending unit shall be parked within twenty (20) feet of a crosswalk or intersection.
- (7) The location of a mobile food vending unit or any part of its operation, including tables and chairs, shall not interfere with or obstruct the free passage of pedestrians or vehicles.
- (8) If a mobile food vending unit is parked next to a sidewalk or pedestrian pathway, a minimum width of five (5) feet for pedestrian access must be maintained along the sidewalk or pedestrian pathway. The vendor must ensure that any customer queue does not obstruct the five-foot-wide pedestrian access.

Duration/Time

- (9) A mobile food vending unit may operate between the hours of 7:00 a.m. and 10 p.m. in any non-residential district and between the hours of 9:00 a.m. and 9 p.m. in any residential district.

Operations

- (10) A mobile food vendor may provide appropriate waste receptacles at the site of the unit and shall remove all litter, debris, and other waste attributable to the vendor daily. Section 14-76 of the General Code of Ordinances will apply.
- (11) A mobile food vendor shall not utilize any electricity or power without the prior written authorization of the power customer; no power cable or similar device shall be extended at or across any street, alley, or sidewalk except with the use of a cord protector in a safe manner.
- (12) A mobile food vending unit shall not use any flashing or blinking lights or strobe lights; all exterior lights over 60 watts shall contain opaque, hood shields to direct the illumination downward.
- (13) A mobile food vending unit shall not use loud music, amplification devices, "crying out," or any other audible methods to gain attention that cause a disruption or safety hazard as determined by the City.
- (14) A mobile food vendor may have one portable sign that is six (6) square feet, with no

dimension greater than three (3) feet (including height with legs), located within five feet of the unit; and under no circumstances shall such sign be placed upon the sidewalk or impede pedestrian and/or vehicle safety.

- (15) A mobile food vending unit shall comply with the city's Noise Ordinance, Sign Ordinance, and all other City ordinances.
- (16) A mobile food vending unit shall Comply with all applicable federal, state, and county regulations.
- (17) A mobile food vending unit shall not represent the granting of a license or permit under this article as an endorsement by the City.

Additional Requirements for Mobile Food Courts

- (18) Hosts of mobile food courts must provide at least one accessible bathroom facility with one hand-washing station for every five mobile food vendors.
- (19) Tables, chairs, canopies, and/or enclosed seating areas for mobile food court customers are permitted.
- (20) There must be access to potable water and sewage disposal facilities on-site.
- (21) To establish a mobile food court, Preliminary and Final Site Plans shall be submitted, reviewed, and approved or denied in accordance with Article 12.

J. Impoundment.

Any equipment associated with food vending that is not in compliance with this article and left on public property may be impounded at the owner's expense.

K. Violations.

A mobile food vendor permit issued on the basis of the applications approved by the Planning and Zoning Administrator shall authorize only the use, design, and construction set forth in such approved plans and applications, and no other use, design, or construction. Use, design, or construction different than that authorized is a violation of this Ordinance and punishable as provided in Section 14.09.

L. Revocation.

The Planning and Zoning Administrator may issue a written notice to any mobile food vendor permit-holder who ceases to meet any requirement of this chapter or who violates any other federal, state, or local regulation, makes a false statement on their application, or conducts activity in a manner that is adverse to the protection of the public health, safety, and welfare. The written notice shall indicate that the permit holder has thirty days to correct any such violation. After such time, if the requirement is not yet met, the Planning and Zoning Administrator shall revoke the mobile food vendor permit. Immediately upon such revocation, the Planning and Zoning Administrator shall provide written notice to the permit holder by certified mail to their place of business or residence as indicated on the application. Immediately upon such revocation, the permit shall become null and void.

This ordinance was introduced at a meeting of the City Council of the City of Chelsea on the 5th day of February 2024, and was duly adopted at a meeting of the City Council of the City of Chelsea on the day of 2024.

Jane Pacheco, Mayor

Lyn Sebestyen, City Clerk

FIRST READING: 02/05/2024

SECOND READING:

PUBLISHED:

EFFECTIVE:



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Chelsea Planning Commission 2023 Annual Report

Submitted by: Paul Montagno and Michelle Marin

Approved for submittal:


City Manager

Explanation of Agenda Item:

The Michigan Planning Enabling Act requires that "A Planning Commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development."

Fiscal or Resource Considerations:

Does this agenda item require the expenditure of funds? YES ___ NO X

If YES, are funds budgeted? YES ___ NO ___

Are staff or other resources required? YES ___ NO X

Advisory Board/Commission/Committee Action/Recommendation: Accept report

Staff Comments: None.

City Manager Comments/Recommendation:

City Manager Recommended Form of Motion: Motion to accept the Chelsea Planning Commission 2023 Annual Report.

Names and addresses of those to be notified: None.

Attachments: Chelsea Planning Commission 2023 Annual Report

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.

Chelsea Planning Commission 2023 Annual Report

Introduction

The Chelsea Planning Commission is the body responsible for providing planning and zoning recommendations to the City Council. Along with the regular 2023 meetings, the Planning Commission held monthly work sessions to deliberate and discuss upcoming topics to come before the Commission, including zoning ordinance amendments. The dedication of the Planning Commission members contributed to great progress in the City in 2023.

The Michigan Planning Enabling Act requires that “A Planning Commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.”

The annual report of the Planning Commission increases information sharing between staff, boards, commissions, and the governing body. The report details and allows for greater anticipation of upcoming issues and priorities, providing for improved preparation and budgeting as necessary.

This report was prepared by the City of Chelsea planning consultants from Carlisle Wortman Associates.

Membership

Planning Commission	Term Expiration
Claire Robinson, Chair	6/30/26
Vincent Elie, Vice Chair	6/30/24
Sarah Haselschwardt, Secretary	6/30/24
Wade Lehmann	6/30/25
Heather Hunnell	6/30/26
Marcia White	6/30/25
Julianne Chard	6/30/26
Laura Baker	6/30/24
Jamie Lane, resigned, VACANT	6/30/25
Tony Iannelli, City Council Liaison, non-voting	N/A

Planning Commission Meetings

The Michigan Planning Enabling Act requires that a Planning Commission meet at least 4 times annually. The Planning Commission met 13 times on the following dates, meeting the requirements of the MPEA.

January 10, work session

January 24

February 7, work session

March 21

2023 Chelsea Planning Commission Annual Report

- April 4, work session
- April 18
- May 16
- August 15
- September 6, work session
- October 3, work session
- November 7, work session
- December 5, work session
- December 19

Master Plan Review

Current Master Plan adopted in 2019. Update required every 5 years. The below goals are identified in the Master Plan Implementation Matrix as Planning Commission Tasks. The to-date progress toward these goals is described in the table below.

Master Plan Goal	Progress
Develop a form-based code in the zoning ordinance.	The new ZO includes form-based development standards that regulate design for redevelopment and new construction projects in the Downtown and Mixed-Use (T-1 and T-2) zoning districts along the southern stretch of M-52. Eight objectives are identified in the form-based code and inform regulations on building form, ground floor design, adaptive reuse standards, building color, architectural features, pedestrian amenities, parking garages, and other design standards.
Remove barriers to adaptive reuse of buildings.	The form-based code in the ZO includes alternative review standards for adaptive reuse to offer flexibility in the form-based code application for buildings that are changing use.
Encourage infill housing options that support the “Missing Middle”	ADUs are permitted in the R-1, R-2, and R-3 zoning districts. Economy efficient dwellings are permitted in the R-3 district
Require developers to install non-motorized facilities.	The form-based code requires developers to accommodate non-motorized traffic. Site plans and subdivision plats for developments outside of the form-based code area require sidewalks and non-motorized pathways in a wide range of scenarios. PUDs that have come before the Planning Commission also required extensive sidewalk installation.
Strengthen protection and preservation of its historic buildings.	The M-52 Corridor District was created as an overlay zoning district to protect and promote the historic resources and structures along M-52 and adjacent properties.
Encourage green buildings.	In December 2023, the Planning Commission began review of a draft solar ordinance with the aim to adopt the ordinance amendment in early 2024.
Enhance gateways throughout the City.	The form-based code includes design standards for the M-52 gateway that include requirements for public open spaces with amenities.
Increase open spaces and park lands in	The updated zoning ordinance increased the area requirements for open/green space for residential site plans, with specific requirements for multiple-family district sites.

2023 Chelsea Planning Commission Annual Report

residential developments	
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Zoning Ordinance Text Amendments

Amendment Topic and ZO location	Adoption date
Noise – Performance Standards, Section 6.11	March 6
Zoning Compliance Permit, Section 14.03	March 6
Temporary Uses and Special Events, Section 4.23	March 6
Landscaping, Sections 7.02, 7.03, 7.04, 7.05, 7.06, 7.08, 7.11, 7.13	April 17
Public Hearing, Section 10.02, Section 12.02, Section 14.04	June 12
Mobile Food Vendors, Section 4.28	Ongoing
Solar Energy Systems, Section 4.29	Ongoing
Conditional Rezoning,	To be introduced
Site Plan Review	To be introduced
Certificate of Occupancy	To be introduced
Tree Preservation Ordinance	To be introduced

Development Reviews

Project type	Location	Description	Status	Date of action
Timbertown Park Improvements	M-52 and Sibley Road	Pickleball courts, pavilion, parking lot and road improvements, sidewalks, food truck pads and supporting utilities	Approved with conditions	August 15
Chelsea Light & Power addition	660 E Industrial	Enclosed, unheated 3,750 sq ft building addition	Approved with conditions	August 15
Chelsea Water Treatment Plant Shelter	6133 Werkner	Enclosed, unheated 3,200 sq ft structure	Approved with conditions	August 15
Heritage Farms Phase 1 Revised Site Plan	APN 06-07-06-360-006	48 unit condo. Revised landscaping	Approved with conditions	April 18
Gestamp Expansion	5800 Sibley Road	35,393 sq ft addition to south side of building; deviation from screening requirements	Approved with conditions	March 21

2023 Chelsea Planning Commission Annual Report

Additionally, the zoning

Variances – Zoning Board of Appeals

Variance type	Location	Description	Status	Date of action
Setback	203 W Middle	Garage with upper-level ADU	Approved	Oct 18
Setback	722 S Main	Single family home addition	Approved	July 19
Setback	139 Dewey	New garage	Approved	May 17

Trainings

Joint PC/CC/ZBA training presented by Paul Montagno of Carlisle Wortman Associates on Tuesday, December 12, 2023.



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Annual Electric Payment in Lieu of Taxes (PILOT) Transfer

Submitted by: Priya J King, Finance Director (PJK)

Approved for submittal:


City Manager

Explanation of Agenda Item:

By resolution in February 1992, City Council established a payment in lieu of taxes (PILOT) by the Electric Fund to the General Fund for property taxes on poles, lines and equipment used in the distribution of City electric power. By resolution in May 2016, the PILOT rate was amended to 5% of the budgeted electric sales. PILOT payments are common among municipal power systems across the country.

The City requests approval to transfer the budgeted PILOT from the Electric Fund to the General Fund. The amount is \$510,000 or 5% of budgeted electric sales as approved in the City's 2023-2024 budget. This transfer impacts the following budget line items:

582-535-955.000 Electric Payment in Lieu of Taxes (expense)

101-000-432.000 General Fund Payment in Lieu of Taxes (revenue)

Type of Request:

Resolution **Motion**

If you are requesting a resolution, include your resolution statement as an attachment to this document upon submission.

Fiscal or Resource Considerations:

Does this agenda item require the expenditure of funds? YES NO

If YES, are funds budgeted? YES NO

Are staff or other resources required? YES NO

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments:

City Manager Comments/Recommendation: City Manager Colburn concurs and recommends the PILOT transfer from Electric Fund to the General Fund

City Manager Recommended Form of Motion:

To Adopt the resolution of the 2023- 2024 PILOT transfer \$510,000 from Electric Fund to General Fund.

Names and addresses of those to be notified:

Attachments:

Support PILOT Resolution.pdf

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.

**CITY OF CHELSEA
Resolution #2024-3**

WHEREAS, the Council of the City of Chelsea adopted a resolution in 1992 establishing a Payment In Lieu of Taxes, hereafter referred to as PILOT, by the Electric Department to the General Fund in 1992; and

WHEREAS, the Council of the City of Chelsea adopted a resolution in 2016 amending the PILOT rate to 5%; and

WHEREAS, the Council of the City of Chelsea requires an annual approval of the PILOT payment from the Electric Department to the General Fund;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Chelsea hereby approves the transfer of 5% of budgeted electric sales, or \$510,000.00, from the Electric Fund to the General Fund for fiscal year 2023-2024.

I, Lyn Sebestyen, Clerk of the City of Chelsea, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Chelsea, County of Washtenaw, State of Michigan, at a meeting held on the 5th day of February, 2024, and that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

Lyn Sebestyen, City Clerk

RESOLUTION

WHEREAS, the Electric Fund of the Village of Chelsea uses the Village's infrastructure in the same manner as any investor-owned company, and

WHEREAS, as a public utility, the Electric Fund must support the Village's infrastructure in the best interest of the public it serves, and

WHEREAS, the distribution system of the Electric Fund is not fully covered by the Village's insurance carrier, and

WHEREAS, the Electric Fund must be capable of continued full service even as the power demands of the Village increase,

THEREFORE, BE IT RESOLVED that starting in fiscal year 1992/93 and each year henceforth, the Electric Fund shall reimburse the Village's General Fund 6.5% of its gross sales as payment in lieu of taxes, and

IT IS FURTHER RESOLVED, that the Electric Fund, an enterprise fund, shall develop and keep reserves at a level of \$2,500,000 by the addition of annual gain from the sale of electrical power and any investment gains of the fund. These accumulated funds are deemed prudently necessary for the protection, improvement, replacement, and extension of the Village's electric public utility facilities as necessary, and

IT IS FURTHER RESOLVED, that the Electric Fund reserve cap of \$2,500,000 shall be increased each year by the rate of inflation starting with Fiscal year 2000/2001, and

IT IS FURTHER RESOLVED, that the Electric Fund shall reimburse the Village's General Fund the sum of \$1,200,000 as payment in lieu of taxes for the period 1971 through 1991, and

IT IS FURTHER RESOLVED, that the Electric Fund may make loans to other Village Departments, but not to the General Fund, the total aggregate amount of such loans shall never exceed one million dollars. Such loans shall be made in a responsible and prudent manner by the Village Council only when there are reasonable sources of revenue or funds associated with the borrowing departments future budgets and/or potential grants. Such borrowing shall require total repayment to the Electric fund by a minimum of 5 payments over a maximum period not to exceed 60 months, and such

payments will include interest at the prime rate at the time of payment.

IT IS FURTHER RESOLVED that the debts owed the Electric fund by the Landfill and the Industrial Park are acknowledged as real debts owed and due but occurring prior to this resolution. The Industrial Park loan shall remain in the Electric Fund to be paid back by the sale of properties in the park. Since the Landfill debt is both the responsibility of the Village and the 4 Townships, the General Fund shall reimburse the Electric Fund for that portion deemed to be the responsibility of the Village. The portion deemed to be the responsibility of the Townships shall be reimbursed to the Electric fund and the debt transferred to the Capital Fund to be paid as settlement is made with the Townships. The Loan to the Sewer Fund (formerly the capital projects fund) is hereby reimbursed to the Electric Fund by the General Fund.

Motion by Merkel, supported by Hammer to approve the above Resolution.
All Ayes. Absent: Finch. Motion Carried. Resolution Adopted.



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Annual Other Post-Employment Benefit (OPEB) Liability Funding

Submitted by: Priya J King, Finance Director 

Approved for submittal:


City Manager

Explanation of Agenda Item:

The purpose of this agenda item is to request the budgeted transfer to the Other Post Employment Benefit (OPEB) fund to support post-retirement health insurance costs for eligible City employees and retirees. The City established a trust fund for these benefits through Mission Square Retirement (formerly ICMA) with the approval of the City Council during the 2008-2009 budget year. With this contribution, the estimated OPEB asset balance (with the accumulated gain/loss on investment) is approximately \$2,638,582.

The \$25,000 is made up of contributions by each fund based on the number of employees eligible for this retirement benefit. This year's contribution by fund is as follows:

General Fund	\$16,326 (66%)
Solid Waste	\$2,041 (8%)
Streets	\$2,041 (8%)
Electric	\$1,531 (6%)
Wastewater	\$3,061 (12%)

The \$25,000 is in addition to the actual cost paid annually for current retirees and eligible City employees. The \$25,000 will allow the city to maintain or increase the funding level.

Type of Request:

Resolution **Motion**

If you are requesting a resolution, include your resolution statement as an attachment to this document upon submission.

Fiscal or Resource Considerations:

Does this agenda item require the expenditure of funds? YES NO

If YES, are funds budgeted? YES NO

Are staff or other resources required? YES NO

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments:

The City's obligation to pay for health insurance for current and potential retirees is made up of the following promised benefits:

- Approximately ½ to 1/3 (based on calculation) of premiums for Teamster's retirees as well as their spouses.
- 100% of premiums for certain, non-union salaried employee retirees and their spouses, and future retirees and their spouses who were on the payroll as of April 2004
- 50% of premiums for non-union, salaried employees and their spouses retired prior to April 2004

Any non-union, salaried employees hired after April 2004 or transferred to non-union, salaried status now participate in a retiree healthcare savings plan. That plan operates similar to a 401-retirement account, with no long-term obligation due from the City. Most active union employees also now participate in the retiree healthcare savings plan.

Staff will transfer \$25,000 to Mission Square upon approval.

City Manager Comments/Recommendation: City Manager Colburn concurs and recommends the transfer of \$25,000 to the trust fund established at Mission Square Retirement.

City Manager Recommended Form of Motion:

Motion to allow the City to transfer \$25,000 to its established Mission Square Retirement OPEB investment trust fund as budgeted for eligible employee and retiree health insurance benefits.

Names and addresses of those to be notified:

Attachments:

none

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Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Electric Department regasketing of two substation transformers

Submitted by: Operations Manager Stevens

Approved for submittal:


City Manager

Explanation of Agenda Item: The Electric Department is requesting a purchase order for the regasketing of two 10MVA substation transformers. The City of Chelsea has two substation transformers mounted on a concrete pad with high to low voltage cables that are leaking fluids. They are a critical component of the substation and if they failed, would place a significant risk of not providing consistent electrical power to the city.

Fiscal or Resource Considerations: YES NO
Does this agenda item require the expenditure of funds? YES NO
If YES, are funds budgeted? YES NO
Are staff or other resources required? YES NO

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments:

City Manager Comments/Recommendation:

City Manager Recommended Form of Motion: Motion to approve a purchase order payable to Delta Star in the amount of \$105,092.00 for the regasketing of two substation transformers

Names and addresses of those to notified: Dane Beauchamp ELUS
daneb@elus.com /Belen Pillow bpillow@deltastar.com And Ben Abebe
babebe@deltastar.com

Attachment: Delta Star proposal for regasketing of 2 transformers.

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.



FIELD SERVICE



Chelsea Light & Power

Bid for: Regasketing of (2) Transformers (E3156 & E3846)
Chelsea, MI

Date: January 3, 2024

Quotation # OS4516

INTRODUCTION

THE Delta Star Field Service ADVANTAGE

Delta Star's Field Service organization has extensive experience in the installation, testing, maintenance, repair, and retrofit of power transformers. We service **ANY brand, ANY size, and ANY type**. Our national team of craftsman are comprised of technicians, engineers, technical managers, and project management personnel. Our experts are responsible for successfully managing and executing hundreds of complex substation service projects on an annual basis.

Since Delta Star's inception in 1908, our dedicated professionals continue to take great pride in serving our customers with the flexibility and urgency required to "keep the lights on" in your local communities. As energy infrastructure continues to age and with the future demands of the North American power grid, our team has one specific goal as your service partner: *"To safely increase the reliability of your critical equipment and to maximize the health of your most valued assets"*

Service Capabilities

STANDARD SERVICES	Turnkey installations	Preventive maintenance	Electrical testing
	Regasketing	Leak repairs	Oil sampling & testing
OIL HANDLING SERVICES	Vacuum filling	Oil processing	Degasification
	Fullers Earth	Cold Trap	Insulation dry outs
	Ester fluid retrofills	PCB changeout	Short / Long-term storage
SPECIALIZED SERVICES	Turnkey relocations	Mobile substation repairs	Diagnostic testing
	Thermal inspections	Internal inspections	Core re-clamping
	Control retrofits	Substation painting	Technical assistance
LOAD TAP CHANGER SERVICES	Troubleshooting	Repairs / Upgrades	Alignment / Timing
	Contact replacements	Mechanism replacements	Turnkey LTC retrofits
ENGINEERING SERVICES	Fleet assessments	Condition assessments	Load studies
	MVA uprates	Monitoring solutions	Component upgrades
	Control upgrades	Cooling upgrades	On-site training
SPARE & REPLACEMENT PARTS	Bushings / Arresters	Gauges	Current transformers
	Radiators / Coolers	Fans / Pumps / Valves	Nitrogen systems
	Control components	Breathers	Conservator bladders
	LTC components	Filtration systems	Gasket kits
	Monitoring upgrades	ETO cable trailers	Mobile trailer retrofits

OFFER SUMMARY

January 3, 2024

Chelsea Light & Power
Chuck Stevens
cstevens@city-chelsea.org

Quotation # OS4516
Revision: 0

Delta Star Field Service Contacts

Proposal Specialist – Field Service
Belen Pillow
bpillow@deltastar.com
(434) 485-7634

Regional Sales Director
Ben Abebe
babebe@deltastar.com
(724) 612-6053

Sales Representative
Dane Beauchamp – ELUS
daneb@elus.com
(616) 818-6777

Item	Description	Unit Price
1	Delta Star will provide manpower and equipment to perform pre-testing, draining, complete re-gasket, vacuum oil filling, and post-testing of (2) Delta Star transformers at Chelsea, MI. See complete scope of work.	\$105,092
TOTAL		\$105,092

Estimated Performance Duration

Item 1: 10 days on-site

Work is quoted upon using DSI crews working 7-days per week, 8-12 hours per day and 24-hours per day while round the clock vacuum or oil processing is required. Estimated completion time is dependent on site and weather conditions at the time of execution. All work shall be performed during a mutually agreed upon schedule, subject to availability after receipt of order.

Pricing

Prices are valid for 90 days from the quotation date. Prices are firm and do not include taxes.

Milestone Billing

100% – At project completion

Payment terms

Net 30 days from invoice date

SCOPE OF WORK

Transformer Information			
Manufacturer:	Delta Star		
Serial number:	E3156 & E3846		
MVA:	10/12/5//14		
Voltage:	46-- 13.2Y/7.62kV		
Tank & radiator oil capacity:	1,985 Gallons		
LTC capacity:	N/A	LTC type	N/A

Site Address and Contact	
Origin address:	660 E Industrial Dr., Chelsea, MI 48118
Site contact:	Chuck Stevens, cstevens@city-chelsea.org , ph# (734) 216-1255

Arrival

- Mobilize crew and equipment to customer location
- Customer to disconnect, de-energize, isolate, and ground any equipment required to establish a safe work area
- Conduct safety tailgate meeting and site/station walk-down

Pre-testing

- Core & Winding Insulation Resistance
- Bushing Power Factor & Capacitance
- Winding Power Factor & Capacitance
- Single-Phase Excitation – As-found tap
- Winding Resistance – As-found tap
- Oil Quality to include Moisture Content, Dielectric Breakdown (D1816-2) and Power Factor @ 100°C of Main
- Dissolved Gas Analysis (DGA) of Main Tank

Re-gasket

- Drain existing non-PCB main tank fluid into Delta Star supplied 7k gal. SS oil storage tanker.
- Have dry air flowing during draining process.
- Follow down oil with dry air and maintain dry air supply with air quality testing to ensure adequate oxygen levels during all maintenance work.
- Once oxygen level is acceptable, perform confined space entry requirements for internal access for re-gasketing.
- Perform re-gasketing of the following ancillary equipment:
 - Three (3) HV bushings
 - Four (4) LV bushings
 - Four (6) radiators w/twelve (12) valves packing.
 - Temperature probe wells
 - Bottom drain valve
 - Top fill valve
 - PRD
 - Liquid level gauge
 - Manhole cover(s)
 - Any other openings disturbed during re-gasket.
- Upon completion seal up transformer, perform pressure test to ensure no leaks, and set up for oil filling/processing.

SCOPE OF WORK

Vacuum Oil Filling

- Pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 2 hours.
- Conduct vacuum leak test.
- Pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) less and hold for a minimum of 4 hours.
- Vacuum fill transformer while maintaining a vacuum level of 2 Torr or less and verify oil level.
- Verify oil level, check for leaks, and if no leaks are present setup for post testing.

Final-testing

- Core & Winding Insulation Resistance
 - Bushing Power Factor & Capacitance
 - Winding Power Factor & Capacitance
 - Single-Phase Excitation
 - Winding Resistance
 - Oil Quality to include Moisture Content, Dielectric Breakdown (D1816-2) and Power Factor @ 100°C of Main
 - Dissolved Gas Analysis (DGA) of Main Tank.
 - Chelsea Light & Power personnel to perform grounding removal, LOTO removal, re-connection, and re-energization, as required.
 - Delta Star recommends a minimum 24-hour hold/soak period prior to re-energization.
 - Perform same scope of work on remaining transformer.
 - Final walkdown, inspection, site cleanup, and demobilize crew and equipment from site.
- *NOTE: All pre & post testing to be performed in the as-found DETC tap position, unless otherwise noted.*
- *NOTE: A min 24 hours hold/soak period is recommended on all transformers with oil disruption, prior to re-energization.*
- *NOTE: Quote assumes existing oil is certified non-PCB. If PCB content is >2ppm, additional costs may apply for rig flushing, decontamination, new filters, flush oil disposal, etc.*
- *NOTE: For any out-of-scope work, additional pricing will apply and will be invoiced in accordance with Delta Star Field Service Rate Schedule FS-1000A.*

CLARIFICATIONS

All field service work is performed in accordance with the following clarifications, unless otherwise mutually agreed upon:

Customer Responsibilities

The customer or others are expected to provide the following, unless otherwise noted in our quotation:

1. Free, clear, and unlimited access to substation site and areas around the equipment foundation.
2. Switch, lock out, and ground any equipment necessary to establish a safe work area.
3. Disconnect and reconnect all external bushing/bus terminations, protection controls, CTs, and relay wiring, as required.
4. Disassembly and reassembly of any deluge and/or iso-phase bus systems, as required, for free and clear access.
5. Disposal of excess/scrap oil, solid wastes, crates, and/or packaging material generated during the execution of work.
6. Temporary power source (120/240 VAC @ 30 amps) and a ladder to access the top of the equipment, as needed.
7. One person on-site during the execution of any work, for safety reasons, that also has the competency to provide clarifications on any energized or de-energized equipment within the substation.

Additional Charges

The following out-of-scope situations may occur during work execution, which additional charges will apply:

1. Initial customer site-specific safety training in excess of four (4) hours.
2. Spare parts that are NOT within fifty (50) feet of the transformer.
3. Safety equipment requirements beyond personal protective equipment (PPE) (safety glasses, hard hat, safety shoes, harness, & lanyard) or customer required site-access training for Delta Star personnel or subcontractors.
4. When temperatures are below 10°C (50°F), it will be necessary to elevate the transformers (active part & insulation) temperature prior to starting the final vacuum / oil filling process. This additional work will be based on T&M rates.
5. If/when secondary oil containment may be required for compliance with any EPA or local site SPCC programs.
6. Customer requirements that exceed those listed in our DS-100 (DS Installation and Maintenance Instruction Manual)
7. Exception is taken to all items that are not outlined in the Scope of Work section. For any additional work performed, these tasks will be considered out-of-scope and will be invoiced in accordance with our FS Rate Schedule FS-1000A.
8. Purchaser accepts & assumes all responsibility for the resolution of any labor disputes regarding union representation, pricing, or work jurisdictions, including full liability for all costs incurred resulting from any such disputes.
9. Purchaser shall provide a recent PCB report / certification of each unit prior to the start of any scheduled work.
 - a. If PCB concentration is higher than 49 PPM, DSI will be unable to complete the work.
 - b. If PCB concentration is 1-49 PPM, additional decontamination charges will apply. The proper disposal of the PCB oil shall be the responsibility of the purchaser or others.

Delays

Pricing is based upon Delta Star crews working 7-days a week, and 8-12 hours per day uninterrupted. Any standby time or delays that are beyond Delta Star's control, including those resulting from restricted or limited site access, will be considered out-of-scope work, and shall be billed in accordance with Delta Star's Field Service Rate Schedule FS-1000A.

Cancellation

In the event of project cancellation, customer may be liable for the amounts set forth and outlined below as compensation for reasonable costs incurred, unless otherwise approved by an authorized Delta Star Field Service representative. 0-7 days prior to scheduled on-site date = 25% of order value or 8-14 days prior to scheduled on-site date = 10% of order value.

TERMS AND CONDITIONS

Terms and Conditions

1. This offer and the attached conditions of sale constitute an offer of sale. Acceptance of this offer is expressly limited to the terms and conditions set forth herein. Any terms or conditions proposed by Purchaser that are inconsistent with or in addition to the terms and conditions attached hereto are hereby expressly rejected and shall be of no force or effect whatsoever between the parties.
2. Any requested changes to the work scope shall be billed in accordance with Delta Star's Field Service Rate Schedule FS-1000A. Pricing is based upon Delta Star crews working 7-days a week, and 8-12 hours per day uninterrupted. Any standby time or delays that are beyond Delta Star's control, including those resulting from restricted or limited site access, will be considered out-of-scope work, and shall be billed in accordance with FS-1000A. In the event of inclement weather, any additional standby charges will be reduced by 25% of the applicable specialist rates outlined in FS-1000A.
3. Purchase Orders or any other documents submitted by customer pursuant to this quotation will not result in a contract until accepted and acknowledged by Delta Star.
4. Delta Star reserves the right to correct errors on the quote and all related documents.
5. Unless specifically noted, prices do not include:
 - a. Any special and/or site-specific customer required access or safety training
 - b. Any special and/or site-specific safety gear or environmental requirements
 - c. Any make-up oil if needed
 - d. Excessive moisture extraction or gassing filtration that will require extended vacuum or oil processing
 - e. Use of union labor
 - f. Any local, state, or agency required prevailing wages
 - g. Unit leaks before, during or after vacuum that were not disturbed by our personnel or part of our work scope
6. Any COVID-19 pandemic related additional costs including but not limited to, delays experienced as a result of COVID-19, customer mandated self-quarantining pre or post project, COVID-19 testing, additional mobilizations required to accommodate special customer or site requirements, and/or any site-specific special equipment or supplies will be invoiced in accordance with FS-1000A.

Agreed to and acknowledged

Company Name: _____

Title: _____

Printed Name: _____

Signature: _____

To ensure prompt processing when submitting a purchase order, please send to FieldServiceRFQ@deltastar.com and include your Delta Star sales representative.

TERMS AND CONDITIONS

General Conditions of Sale and Service

1. Applicability.

(a) These terms and conditions of sale and service (“Terms”) are the only terms which govern the sale of the goods (“Goods”) and services (“Services”) by Delta Star, Inc. (“Delta Star”) to the buyer (“Buyer”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying quotation, order acknowledgment, or invoice and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In no event shall any conflicting or additional terms set forth in Buyer’s purchase order (or any other document) apply to Delta Star’s sale of Goods or Services to Buyer, unless specifically agreed to by Delta Star in a signed writing.

2. Delivery of Goods and Performance of Services.

(a) Delta Star’s compliance with its delivery obligations is conditioned on Buyer’s continued fulfillment of all its obligations, including without limitation, payment and cooperation obligations.

(b) In addition to any other rights and remedies available, Delta Star shall have the right to extend the time for delivery for a reasonable time if:

(i) the information required by Delta Star for performance is not received by an agreed to date, or if Buyer subsequently changes any such information.

(ii) Delta Star is prevented or hindered from performing based on circumstances beyond its reasonable control, without its fault or negligence, including without limitation, acts of God, valid or invalid action by governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, sabotage, labor problems, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, inability to obtain electrical service, fuel or transportation, or court injunction or order; or

(iii) Buyer fails to perform any of its obligations in a timely manner, including without limitation if the Buyer fails to make payment for the current or for previous orders in a timely manner.

(c) Any failure of Delta Star to deliver the Goods or Services on a timely basis shall not constitute a breach of this Agreement and shall not entitle Buyer to any damages for such failure.

3. Schedule.

(a) Delivery dates are estimated and not a guaranteed day of delivery and are based on Delta Star’s prompt receipt of all necessary information from Buyer and Buyer’s return of approval drawings within 2 weeks after submittal by Delta Star.

(b) Quoted Service or on-site dates, if any, are subject to confirmation at the time of contract award.

4. Title and Risk of Loss. Delivery of the Goods shall be made DDP destination at Buyer’s risk and expense unless stated otherwise in Delta Star’s quote. Title to Goods will remain in Delta Star until fully paid for by Buyer. If shipment is delayed at the request of Buyer, at the fault of Buyer, or due to reasons beyond Delta Star’s reasonable control, the risk of the loss shall pass to Buyer at the time originally agreed to for delivery. From and after such time, the Goods shall be stored and insured at the expense and risk of Buyer.

5. Buyer’s Acts or Omissions. If Delta Star’s performance of its obligations is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Delta Star shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Inspection of Goods.

(a) Buyer shall inspect the Goods and Services within 48 hours of receipt or completion of the Services, as applicable. Buyer shall immediately notify Delta Star in writing of any nonconformity. Buyer will be deemed to have accepted the Goods or Services if Buyer fails to provide such notice, or if Buyer commences use of the Goods or Services.

(b) After having been notified of any such failures, Delta Star shall use commercially reasonable efforts to remedy within a reasonable period. If Delta Star is not able to remedy such failures, Delta Star shall replace the Goods at issue or re-perform the Services at issue, which shall be Delta Star’s sole liability, and Buyer’s sole remedy, for Delta Star’s failure to remedy any such failures.

7. Price and Cancellation Policy - Goods.

(a) Unless otherwise provided in Delta Star’s quote, prices are firm for the delivery date quoted. If applicable, escalation pricing shall be determined according to the Delta Star Escalation Policy, which is incorporated herein. Buyer is responsible for any and all taxes, fees, levies, customs, duties, and the like which result from or in connection with the sale of Goods and Services by Delta Star. Buyer is also responsible for any and all additional charges, including, but not limited to, freight charges, special packaging requirements, insurance premiums, fees for export, transit, import and other permits, as well as for certifications.

(b) Cancelled orders are subject to the Delta Star Delay & Cancellation Policy, which is incorporated by reference herein.

8. Price and Cancellation Policy - Services.

(a) Unless otherwise provided in Delta Star’s quote, prices are based on normal business hours and are valid for 30 days from the date quoted. Should the decision to accept this offer be delayed to a later date, Delta Star would be pleased to either confirm or resubmit the offer. Overtime and weekend hours will be billed at one and one-half (1.5) times the hourly rate and holiday hours will be billed at two (2) times the hourly rate. Rates are subject to change without notice.

(b) Delta Star pricing assumes the use of non-union labor for all work quoted unless otherwise noted. If subcontracted union labor is required, Buyer is responsible for additional costs at the prevailing union wages for the required labor.

(c) Cancelled orders are subject to the Field Service Delay & Cancellation Policy, which is incorporated by reference herein.

9. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Delta Star within 30 days from the date of Delta Star’s invoice. The due date for payment shall not be extended if transport, delivery, commissioning, or Buyer’s possession of the Goods or Services is delayed or prevented due to reasons beyond Delta Star’s control.

(b) Buyer shall pay interest on all late payments at the lesser of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Delta Star for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.

10. Limited Warranty.

(a) Delta Star warrants to Buyer that for a period of 60 months from the date of shipment the Goods will materially conform to Buyer’s specifications and will be free from significant defects in workmanship and materials. This warranty extends to Services performed by Delta Star for one (1) year from the date of performance.

(b) Products manufactured by a third party (“Third Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods or Services. Third Party Products are warranted for one (1) year from shipment or the original equipment manufacturer’s warranty, whichever is longer. After the first year of the component part warranty, labor and service costs are excluded.

(c) DELTA STAR MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF

TERMS AND CONDITIONS

DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) To receive warranty coverage, Buyer must: (1) inspect the Goods or Services within 48 hours of delivery or performance and notify Delta Star of any observable damage or irregularity, and (2) allow Delta Star Field Service to either perform the installation or provide a minimum of 1 day of Field Service, if applicable.

(e) Delta Star shall not be liable for a breach of this limited warranty unless: (1) Buyer gives written notice of the defect, reasonably described, to Delta Star within 60 days of the time when Buyer discovers or ought to have discovered the defect; (2) Delta Star is given a reasonable opportunity after receiving the notice to examine such Goods or Services; and (3) Delta Star reasonably verifies Buyer's claim that the Goods or Services are defective.

(f) Delta Star shall not be liable for a breach of this limited warranty if: (1) Buyer makes any further use of such Goods or Services after giving such notice; (2) the defect arises because Buyer failed to follow Delta Star's oral or written instructions, including the Delta Star Instruction Manual (DS100), as to the storage, installation, commissioning, use, or maintenance of the Goods or Services; (3) Buyer or a third party alters or repairs such Goods or Services, or combines with any Third-Party Product, hardware, or product, without the prior written consent of Delta Star.

(g) Subject to this Article 10, Delta Star shall either repair or replace such Goods or nonconforming part, or re-perform the nonconforming Services, the method and extent of which rests in the sole discretion of Delta Star. Buyer shall provide clear access to the Goods for truck and cranes and bear all costs resulting from moving structures and equipment.

(h) BUYER'S EXCLUSIVE REMEDIES AND DELTA STAR'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL BE THOSE STATED HEREIN.

11. Intellectual Property.

(a) Buyer agrees that it does not have any property interest in Delta Star's intellectual property including, but not limited to, its trademarks, trade names, copyrights, trade secrets, patents, know how, or other proprietary rights of any nature whatsoever and will not attempt to reverse engineer or decompile any such products or disclose or use any such intellectual property.

(b) Buyer acknowledges that all right, title, and interest in any inventions, developments, improvements, or modifications to equipment or services will remain with Delta Star.

12. Indemnification. Buyer assumes all responsibility and liability for injury or damages resulting from its handling, possession, use, or sale of Goods or Services supplied hereunder, including, but not limited to any injury or damage resulting from the use of Goods in Buyer's operations or in combination with other substances or goods, and agrees to hold harmless, defend and indemnify Delta Star from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of such handling, possession, use or sale. The foregoing duty of Buyer to hold harmless, defend and indemnify Delta Star shall not apply to the extent such claim, loss, liability, or expense results from the willful misconduct or gross negligence of Delta Star.

13. Limitation of Liability.

(a) IN NO EVENT SHALL DELTA STAR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE GOODS OR SERVICES SUPPLIED HEREUNDER, NOR SHALL DELTA STAR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO DELTA

STAR FOR THE GOODS AND SERVICES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. BUYER'S EXCLUSIVE REMEDY IS THE REPAIR, REPLACEMENT, OR REPERFORMANCE OF THE GOODS OR SERVICES GIVING RISE TO SUCH CLAIM.

14. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

15. Confidential Information. All non-public, confidential or proprietary information of Delta Star, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Delta Star to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Delta Star in writing. Upon Delta Star's request, Buyer shall promptly return all documents and other materials received from Delta Star. Delta Star shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

18. General.

(a) This Agreement is governed by, and construed in accordance with, the laws of the state where the Goods are manufactured or Services performed, without regard to its principles of conflicts of laws. Buyer agrees to waive its rights to a trial by jury in any dispute under this Agreement.

(b) These General Conditions are between Delta Star and Buyer only. There are no third-party beneficiaries of this Agreement and all Services provided hereunder are performed solely for the benefit of Buyer.

(c) Buyer may not assign its rights or obligations hereunder without the prior written consent of Delta Star.

(d) All controversies and claims arising out of or relating to any contract between Delta Star and Buyer, or the breach thereof must be instituted within one year after the occurrence giving rise to the controversy or claim.

(e) The failure of Delta Star to enforce any provision of this Agreement shall in no way be construed as a waiver of such provisions or in any way affect the validity of this Agreement, in part or in full, or affect the right of Delta Star to enforce any other provisions of this Agreement.

(f) If any provision contained in this Agreement or any application thereof shall for any reason be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law



DELTA STAR
INCORPORATED



Agenda Item Summary

Meeting of: February 5th, 2024

Agenda Item Title: Bulk water meter and meter horn purchase

Submitted by: Corey Davis Water Superintendent

Approved for submittal:


City Manager

Explanation of Agenda Item: The water department orders water meters and meter horns as needed to replace existing meters and for new homes. It would be beneficial and cost effective to order these in bulk for the new homes coming in. The cost is paid for by the developer prior to construction. At this time Lincoln Point is building 24 homes and Heritage Farms is expected to build 100+ homes. The cost of the meter is \$605.00 each, the cost of the horn is \$166.92 and we would like to order 30 of each for a total cost of \$23,157.60 not including shipping.

Fiscal or Resource Considerations: YES NO
Does this agenda item require the expenditure of funds? YES NO
If YES, are funds budgeted? YES NO
Are staff or other resources required? YES NO

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments: Buying meters and horns in larger quantities will help us save money on shipping costs associated with ordering less amounts.

City Manager Comments/Recommendation:

City Manager Recommended Form of Motion: Motion to authorize the water superintendent to purchase 30 water meters and meter horns at a cost of \$23,157.60 plus shipping.

Names and addresses of those to be notified:

Metron Farnier, Michigan Pipe and Valve

Attachments: Metron Farnier meter quote, MPV meter horn quote, ETNA meter horn quote.

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.

MetronFarnier

Smart Water Meters & Systems

Company 5665 Airport Blvd
 Address: Boulder, Colorado 80301
 United States

Purchase Order #:
 Quote Number: Q-00533
 Created Date: 01/29/2024
 Expiration Date: 02/28/2024

Prepared By: Bret Beutel
 Email: bretb@metronfarnier.com

Bill To Name: City of Chelsea
 Bill To: 305 S. Main St., Suite 100
 Chelsea, Michigan 48118
 United States

Ship To Name: City of Chelsea
 Ship To: 305 S. Main St., Suite 100
 Chelsea, Michigan 48118
 United States

Quote To:

Additional To:

Quantity	Product	Line Item Description	Sales Price	Total Price
30	Spectrum 50DL 1" 10.75" LL	This package contains the following products: Spectrum 50DL 1" 10.75" LL Innov8-VN Antenna Stubby 4G	\$605.00	\$18,150.00
30	Cellular Connectivity	10 Year Verizon Annual Service Plan	\$0.00	\$0.00

Residential Programming:

Commercial Programming:

Description:

Terms and Conditions:

- FOB Boulder, CO
- Quote is good for 30 days
- Payment net 30 days from date of shipment

Subtotal: \$18,150.00

Shipping Cost:

MetronFarnier
Smart Water Meters & Systems

Tax:

Grand Total: \$18,150.00



MICHIGAN PIPE & VALVE

PRICE QUOTE

FOR ALL YOUR WATER, STORM AND SEWER NEEDS

Michigan Pipe & Valve, Inc
3604 Page Avenue
Jackson, MI 49203

Phone (517) 764-9151
Fax (517) 764-9155

Page 1

Printed 03/30/23 CW

Quoted

CITY OF CHELSEA
305 S MAIN ST
SUITE 100
CHELSEA MI 48118
Buyer: JOHN
Tel: 734-475-1771 Fax: 734-475-8655

Ship To

CITY OF CHELSEA
PICKED UP AT MPV-JACKSON
3604 PAGE AVE
JACKSON MI 49203

Quote # QJ14894	Quote Date 03/30/2023	Exp Date 04/29/2023	Customer # 0001062	Customer P/O # METER HORNS	Ship Via CUSTOMER P/U	Writer CW
Job ID			Customer Terms NET 30 DAYS		Salesman XXX	

Product	Description	UM	Quant	Unit Price	Extension
SP*002842	1" COPPERHORN CH11-444-NL FORD EA		25 30	166.92	4173.00 5007.60

X: _____ (Accepted by)	Sub Total	\$4,173.00	Total
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
		\$4,173.00	

MESSAGE

TERMS

\$ 5007.60



ETNA SUPPLY - WIXOM
 29949 BECK RD
 WIXOM, MI 48393-2836
 616 241 5414
 Fax 616 241 4786



Quotation

QUOTE DATE	QUOTE NUMBER
11/21/2023	S105406352
ETNA SUPPLY PO BOX 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 246 9940	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF CHELSEA
 305 S MAIN ST STE 100
 CHELSEA, MI 48118-1544

CITY OF CHELSEA
 440 NORTH ST.
 CHELSEA, MI 48118-1544

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
5962			Jason McClanahan	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Chad Hart		NET 25TH	11/24/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
30 50 ea	SHIPPING INSTRUCTIONS DELIVERY DATE: DELIVERY TIME: CONTACT NAME: CONTACT #: ADD'L INSTR:		188.000/ea	9400.00 \$ 5640
	CH11-444-NL COPPERHORN 1 F X F NO LEAD FORD Pn: 176323			
<small>This Quotation is expressly conditioned and controlled by Seller's standard terms and conditions of sale found at www.etnasupply.com/tcsale. All other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. TAXES ARE NOT INCLUDED ON THIS QUOTE!</small>			Subtotal	9400.00
			S&H Charges	0.00
			Amount Due	9400.00

Prices are firm for 3 days. Price subject to change after 3 days.

\$ 5640



Agenda Item Summary

Meeting of: February 5, 2024

Agenda Item Title: Requesting Authorization to negotiate Human Resources services on behalf of the City of Chelsea.

Submitted by: Martin Colburn/City Manager

Approved for submittal:

City Manager

The City of Chelsea is a full service with that current has 46 Full time employees, 28 part-time, and typically 1 intern each year, totaling 75 employees. There is a significant amount daily activities that interact with the workforce. There is also legal and regulatory activities that are related to daily activities such as addressing health insurance needs, benefits, workers compensation, training, recruitment and retention, background checks, employee onboarding, safety and union negotiations support and researching staff salary plans. We also need to work on updating city personnel policies that were last developed in 2015. I envision that with their support it will eventually lead to an in-house solution of services as well as leadership training to develop our staff with the knowledge base of human resource requirements. I'm requesting authorization to pursue negotiating with an established firm of Sage Solutions Group to provide professional services.

Fiscal or Resource Considerations: YES NO

Does this agenda item require the expenditure of funds? YES NO

If YES, are funds budgeted? YES NO

Are staff or other resources required? YES NO

Advisory Board/Commission/Committee Action/Recommendation:

Staff Comments:

City Manager Comments/Recommendation: Recommend that the City Manager negotiate professional human resources consulting services with Sage Solutions Group, and bring back to the City Council for determination.

City Manager Recommended Form of Motion: Move to authorize the City Manager to negotiate for professional services an agreement, reviewed by the City Attorney for Human Resource professional services.

Names and addresses of those to be notified:

Attachments: Letter dated February 2, 2024 from City Attorney Mariah Fink.

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by 4:00 p.m. on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is 4:00 p.m. on Tuesday.

FINK & FINK

PLLC

ATTORNEYS AND COUNSELORS

James A. Fink

Mariah Evans Fink

Konrad L. Siller

Jillianne Engen

320 North Main Street, Suite 420
Ann Arbor, MI 48104

3258 Broad Street, #1
Dexter, MI 48130

Phone: (734) 994-1077 • Fax: (734) 994-3737
www.finkandfink.com

Joshua R. Fink
also admitted in Florida

Parisa Ghazaeri

Naomi E. Fink

MEMORANDUM

February 2, 2024

To: Chelsea City Council

From: Mariah Evans Fink, City Attorney

Re: Human Resources Consulting Firm

With the beginning of a new year, I have set a goal to work diligently on some of the concerns with policies and procedures of the City of Chelsea that have been identified. One of the concerns identified, and recurring throughout the past few years, is what I perceive as a gap in the human resources policy/process in the City.

Currently, the City Manager is the Human Resources department. For the most part, this is fine, but in several instances over the past few years, we've discovered that this structure leaves employees without anyone to consult with except the City Manager. It also leaves employees in a position where if they have concerns about their employment, the only person they can voice complaints to is also the person with ultimate authority to hire and fire employees. It is not appropriate for employees to engage the City Council in most cases, unless a formal grievance is warranted.

Beginning in February of 2023, I have repeated my opinion that the City employees, including the City Manager, should have a neutral party to whom they can take issues that cannot be resolved with the current system. This request is not specific to any employee, or City Manager, it is intended as an overall improvement of the system that in its current state is not tenable and does not function in the best interests of the City employees.

I'm requesting that the City Council authorize the City Manager to enter a contract with Sage Solutions Group to provide "as needed" Human Resources assistance in instances where the current structure cannot resolve the issue, and for a review and recommendation for improvements in the area of Human Resources for the City. This contract would have a not to exceed amount and is subject to approval by the City Attorney.

Chelsea Community Development Department Quarterly Report – 2023 Q4 October – December

The following is a report on the activities of the Community Development Department in quarter 4 of 2023. This includes administrative activities within the department, as well as the activities of the Planning Commission and Zoning Board of Appeals to which the Community Development Department provides staff support.

Internal Department Activity

Community Development is working on several department initiatives and projects. Conveniently, many of these activities support our efforts to become certified through the Redevelopment Ready Community (RRC) program. There is some additional information about the Q4 RRC activities below. Major Department initiative and projects include:

- Department organization and procedures
- Updating permit applications
- Refining the fee schedule
- Initiated Capital Improvement Planning
- Working with the Washtenaw Area Transportation Study to design a regional transportation study for the Chelsea area
- Working towards redevelopment ready certification

Redevelopment Ready Certification The RRC program, through the Michigan Economic Development Corporation, is a state-wide certification program that supports communities to become development ready. Through the program, MEDC provides evaluation support, expertise and consultation, training opportunities, and assist certified communities market their top redevelopment sites.

- Consistently progressing toward goal to be RRC certified by the start of 2025. Currently 74% of the actions are completed, with another 10% expected in Q1 of 2024.
- PC/ZBA recruitment materials created for website posting.
- ZBA draft bylaws prepared for adoption consideration at February ZBA meeting
- Updates to website
- Procedure statements and internal review processes documented and approved by RRC staff.
- Fee schedule reworked for City Council consideration at future meeting.

Zoning Compliance Permits there were a total of 18 zoning compliance permits issued in Q4 including:

- 3 New Houses
- 1 ADU/garage
- 5 Fences
- 5 Remodel/additions
- 3 Zoning compliance permits
- 1 Sign

Zoning Verification Letters

- 2 letters requested/issued in Q4

Q4 2023 Community and Development Report

Planning Commission Activity

The planning Commission met regularly in Q4 for both work session and regular business meetings.

Work Sessions:

- October topics: food trucks zoning ordinance amendment, 425 agreement and proposed Wolf development
- November topics: food trucks zoning ordinance amendment, 425 agreement and proposed Wolf development
- December topics: solar zoning ordinance amendment

Regular Meetings:

- December meeting: Food Truck Ordinance Amendment. Members voted to postpone action based on new input from a community member during the public hearing. Topic brought back to work session in January.

Zoning Board of Appeals Activity

Regular Meetings:

- October meeting: ZBA issued two setback variances for a garage with upper-level ADU for 203 W Middle at the October meeting.

Development Projects

The following table provides an update on projects that are underway within the City.

Projects	Progress
Timbertown Park Improvements	The city is working on a bid package for the next stage of construction expected to take place in the spring/summer of 24.
Rockwell Building	A site plan for the renovation of the Rockwell building into residential apartments was submitted for administrative review.
Heritage Farms	Phase 1 construction underway in Q4. Initial zoning compliance permits for individual lots issued for several homes. Phase 2 site plan is under review and will be brought to PC when ready.
Lincoln Pointe	Initial zoning compliance permits for individual lots began issuance in Q4.
MSPA – Federal Screw	Community engagement, including a Nov 16 focus group with City staff, conducted in Q4. Viridis design team currently on schedule.
1620 S Main – Restaurant and Retail Plaza	Site inspection conducted and Certificate of Occupancy issued in September. Tenants are occupying units.

Q4 2023 Community and Development Report

Astor Day Care	Site inspection conducted in November and temporary Certificate of Occupancy extended until 6/22/24, pending outstanding landscaping issues.
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