



Agenda
City of Charlevoix City Council Regular Meeting
Tuesday, July 5, 2022 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
 - A. Mayoral Proclamation Honoring the Life and Work of James R. Mabee
Luther Kurtz-Mayor
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - June 20, 2022
 - B. Accounts Payable and Payroll Check Registers
 - C. 2022 Planning Commission Annual Report
 - D. Metallurgy Brass Quintet in Odmark Pavilion
 - E. Michigan Recreation Passport Grant Program Project Agreement
 - F. Investment Update for FY2021-22 and FY 2022-23
 - G. Housing Ready Program Support
 - H. MDOT Sponsor Contract for Airfield Paint Markings and Crack Sealing
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**
- 10. Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Clerk's Office at 231-547-3250 or by email clerk@charlevoixmi.gov. A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodations requests.

Charlevoix City Council

Presentations

Title: Mayoral Proclamation Honoring the Life and Work of James R. Mabee

Date: July 5, 2022

Presented By: Luther Kurtz-Mayor

Background:

Recommendation:

Attachments:

1. Mayoral Proclamation-James R. Mabee



Mayoral Proclamation

Honoring the life and work of James R. Mabee

- Whereas,** Jim Mabee was a devoted father, grandfather, great-grandfather, businessman, and community leader for Charlevoix; and,
- Whereas,** Jim Mabee was born in 1932 in Jamestown, New York, graduated from Jamestown High School in 1950, and received his bachelor's degree from Bowling Green State University; and,
- Whereas,** Jim Mabee served the United States Air Force in intelligence during the Korean War; and,
- Whereas,** Jim Mabee married Susan Disney on December 26, 1957 and together they raised Susan, Jacqueline, Judith, and Jim; and,
- Whereas,** Jim Mabee was well known as a businessman having first owned several retail stores in the Detroit area before he moved the family to Charlevoix in 1975 when Jim and Sue opened The Clothing Company at the corner of Mason and Bridge; and,
- Whereas,** Jim Mabee established the Harbor Wear chain of resort retail stores which ultimately had 44 locations across the United States; and,
- Whereas,** Jim Mabee was one of the leaders who advocated for the establishment of the Charlevoix Downtown Development Authority in 1982 and went on to help establish the Apple Festival and advocate for the planting of trees along Bridge Street; and,
- Whereas,** Jim Mabee served in multiple capacities in Charlevoix including as a long-time member of the Charlevoix Hospital Board of Trustees, a founding shareholder of Charlevoix State Bank, and a board member of the Charlevoix Area Chamber of Commerce.

Now therefore, I, Luther Kurtz, Mayor of the City of Charlevoix do, on behalf of the City Council, City Manager, City staff and entire community, express my condolences to the family of Jim Mabee on his recent death; and,

Furthermore, may his family and friends know of the deep esteem with which Jim Mabee is held for his tireless dedication to Charlevoix; and,

Furthermore, at a suitable time when his family may remember his life, I order the flags at the City of Charlevoix be lowered to half-staff in honor of Jim's service to our country, his devotion to his family, and his business legacy in Charlevoix the Beautiful.

Given under my hand this 5th day of July 2022.

Luther Kurtz
Mayor

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - June 20, 2022

Date: July 5, 2022

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. June 20, 2022 City Council Draft Meeting Minutes

City of Charlevoix
City Council Regular Meeting minutes
Monday, June 20, 2022 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

The meeting was called to order at 6:00 p.m. by Mayor Kurtz. The Council, staff, and members of the public rose and recited the Pledge of Allegiance.

2. Roll Call

Mayor: Luther Kurtz

Members Present: Greg Bryan, Aaron Hagen, Janet Kalbfell, Mark Knapp, Phil Parr, Richard Spring

Members Absent: None

City Manager: Mark Heydlauff

City Clerk: Sarah Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

Mayor Kurtz opened the item for public comment. None were heard.

Motion by Parr, seconded by Kalbfell to approve the consent agenda as presented.

Yeas: Bryan, Hagen, Kalbfell, Knapp, Parr, Spring

Nays: None

Absent: None

Motion carried.

A. City Council Meeting Minutes - June 6, 2022

Motion to approve the minutes as presented.

B. Accounts Payable and Payroll Check Registers

<u>Dates</u>	<u>Description</u>	<u>Amount</u>
06/09/2022	Special Accounts Payable Run	\$200.00
06/10/2022	Payroll (net pay)	\$120,117.23
06/10/2022	Payroll Transmittal Checks	\$5,544.99
06/03/2022 - 06/10/2022	ACH/Wire Payments	\$157,895.86
Grand Total		\$534,032.09
To view the entire accounts payable and payroll check registers, please Click here.		

Motion to approve the accounts payable and payroll check registers as presented.

C. Low-income Energy Assistance Fund Opt-out

Motion to opt out of Public Act 95 of 2013 for the 2022-2023 heating season.

D. Use of Bridge Park for Boyne Thunder Lunch

Motion to approve the use of Bridge Park for Boyne Thunder lunch.

E. Water Treatment Plant Low Service Pump Improvements: \$16,000

Motion to approve the proposal from Prein & Newhof for the engineering of the improvement of the low service pumps at the Water Treatment Plant for time and material cost not to exceed \$16,000 and authorize the City Manager to sign the agreement.

F. Charlevoix Yacht Club Request for Free Parking for the Nucore Triangle Race & Red Fox Regatta Race

Motion by Parr, seconded by Bryan to approve Resolution 2022-06-01 to waive the parking fees at the Ferry Launch Ramp for the Nucore Triangle Race and the Red Fox Regatta Race on September 2, 3, and 4, 2022.

**CITY OF CHARLEVOIX
RESOLUTION NO. 2022-06-01**

WAIVE PARKING FEES FOR CHARLEVOIX YACHT CLUB

WHEREAS, the Charlevoix Yacht Club is hosting the Nucore Triangle Race and Red Fox Regatta on September 2-4, 2022; and

WHEREAS, the Charlevoix Yacht Club is requesting that parking fees be waived for the races; and

WHEREAS, the City Code permits the City Council to waive parking fees for special or public events.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix, hereby waives parking fees for the Nucore Triangle Race and Red Fox Regatta on September 2-4, 2022.

RESOLVED this 20th day of June, 2022 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Bryan, Hagen, Kalbfell, Knapp, Parr, Spring

Nays: None

Absent: None

Motion carried.

G. Building Authority Commission Appointment: City Manager Mark Heydlauff

Motion to appoint City Manager Heydlauff to the Building Authority Commission, term expiring June 2025.

6. Public Hearings and Actions Requiring Public Hearings

7. All Other Actions and Requests

A. Proposed Donation: Miniature Painted Sailboat Honoring Dale and Marilyn Boss
Linda Boss

Mark Heydlauff, City Manager

Pam Beatty

City Manager Heydlauff stated there is a group of people interested in offering a donation of a miniature painted sailboat to memorialize the life and work of Dale and Marilyn Boss. City Manager Heydlauff stated that he included the donation policy for Council as a reference.

Linda Boss, daughter-in-law of Dale and Marilyn Boss, shared her memories of her parents, their life experiences and volunteer stories within the community. Linda Boss stated she is seeking preliminary permission for a miniature painted sailboat honoring her parents.

Council discussed the location of the sailboat.

Mayor Kurtz opened the item for public comment. Three were heard, one opposed and two in favor.

Council had more discussion regarding the City's donation policy and the location.

Pam Beatty, daughter of Dale and Marilyn Boss, and artist of the proposed piece of art, explained her experience as an artist and her other art pieces located in the City.

Mayor Kurtz opened the item for public comment again, Council concurred. Three were heard, one opposed and two in favor.

Motion by Spring, seconded Parr to forward the proposed donation request to the Planning Commission with the understanding that Council request that the sailboat will not be located in East Park in the green space from the performance pavilion to the trout pond.

Motion carried by unanimous voice vote.

B. 2022 Charlevoix Venetian Festival-Approvals and Permits

Mark Heydlauff, City Manager

Dan Barron- Charlevoix Venetian Festival President

Dan Barron, President of the Venetian Festival, Inc., addressed Council and stated this year has a great schedule of events ahead. Bridge Street will be closed Thursday through Saturday. Mr. Barron stated that he spoke to business owners and they were concerned about not enough events scheduled in the closed streets, but this year the Venetian Committee has partnered with many local groups to help fill any voids with many different events.

Mayor Kurtz opened the item for public comment. None were heard.

Motion by Knapp, seconded by Kalbfell to authorize the Mayor to sign the contract between the City of Charlevoix and the Charlevoix Venetian Festival including the payment of \$15,000 to the Venetian Festival.

Motion carried by unanimous voice vote.

Motion by Kalbfell, seconded by Spring to authorize the City Clerk to issue the fireworks permit for the 2022 Venetian Festival fireworks displays and authorize the City Manager to sign the Hold Harmless Agreement with Colonial Fireworks Special Effects, LLC.

Motion carried by unanimous voice vote.

Motion by Parr, seconded by Bryan to motion to approve the Mass Gathering Permit and the street closure plan as presented.

Motion carried by unanimous voice vote.

C. Special Event Policy for City Marina

Kent Knorr, Recreation Director

Recreation Director Knorr stated the City Marina currently does not have an application process or clear approval process for group holds at the Marina. The Special Event Policy presented doesn't impact any of the annual events and while the City values the opportunity to welcome boat and sailing regattas, it is nearly impossible to accommodate these events during the peak season. Director Knorr stated we would like to encourage these special events in the shoulder seasons and this policy will allow the Marina to handle all requests in a consistent way.

Mayor Kurtz opened the item for public comment. None were heard.

Motion by Hagen, seconded by Knapp to motion to approve the Marina Event Policy.

Motion carried by unanimous voice vote.

D. Electric Department Rules and Regulations

John Griffith, Electric Department Director

John Griffith, Electric Department Director, explained the draft Rules and Regulations presented are a framework for City staff to provide fair and consistent treatment of the City's electric customers. The Rules and Regulations will be a living document and updated as needed. Previously, the Electric Department did not have any written Rules and Regulations and it is best practice to have such a document in place so that everyone knows how to handle issues that arise consistently.

Mayor Kurtz opened the item for public comment. None were heard.

Motion by Bryan, seconded by Hagen to adopt the Charlevoix Electric Department Rules and Regulations as presented.

Motion carried by unanimous voice vote.

E. Solar Valuation Study-Renewable Credits

John Griffith, Electric Department Director explained that as part of the fee schedule within the annual budget there were several rates that needed more analysis. The City worked with Utility Financial Solutions for a more in-depth review of solar and solar with storage values. The study concluded changing the Renewable Credit rate to 3.5 cents per kWh and stated the City should pay 4.94 cents per kWh for solar generation and 6.45 cents per kWh for solar generation with storage. Director Griffith stated the change in rates will only impact one customer.

Mayor Kurtz opened the item for public comment. None were heard.

Motion by Spring, seconded by Kalbfell to approve the Renewable Credit rate for customer owned solar generation as recommended in Utility Financial Solutions' study as presented.

Motion carried by unanimous voice vote.

F. Resolution to Purchase Foreclosed Property

Mark Heydlauff, City Manager

City Manager Heydlauff stated Council discussed this topic at their last meeting and a resolution was prepared if the Council decides to move forward with the purchase of the orphan parcel.

Mayor Kurtz opened the item for public comment. One was heard and opposed.

Motion by Parr, seconded by Bryan to approve Resolution 2022-06-02 to approve the purchase of foreclosed property.

CITY OF CHARLEVOIX
RESOLUTION NO. 2022-06-02
AUTHORIZATION TO PURCHASE FORECLOSED PROPERTY

WHEREAS, the City of Charlevoix hereby notifies the Charlevoix County Treasurer of their intent to purchase foreclosed property commonly known as parcel number 052-270-078-60 and legal description of THE S HALF OF SD LOT AND ALSO EXCEPT THE N 54 FT OF SD LOT 2017 NEW TO ROLL E 10 FT OF LOT 77 UPRIGHT & HURLBUTS ADDITION TO THE CITY OF CHARLEVOIX EXCEPT; and

WHEREAS, the City of Charlevoix wishes to exercise its First Right of Refusal as stated in Public Act 123, as amended; and

WHEREAS, the City of Charlevoix agrees to the purchase price of \$442.33, which the amount is the minimum bid as defined in MCL 211.78m(1) as well as a \$52.12 recovery and deed recording fee; and

WHEREAS, the City of Charlevoix agrees to indemnify, defend, save and hold harmless Charlevoix County and Betty Simon, individually and/or as Charlevoix County Treasurer and/or as Foreclosing Governmental Unit, from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, which Charlevoix County and/or Betty Simon, individually and/or as Charlevoix County Treasurer and/or as Foreclosing Governmental Unit incurred because of or related to the election of the City of Charlevoix to purchase the property above described.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix authorizes the City Mayor and City Clerk to sign the Notice to Charlevoix County Treasurer, Betty Simon, the Foreclosing Government Unit, of Election to Purchase Foreclosed Property.

RESOLVED this 20th day of June 2022 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Hagen, Bryan, Kalbfell, Parr, Spring, Knapp

Nays: None

Absent: None

Motion carried.

G. Housing Initiatives Fund Policy

Mark Heydlauff, City Manager

City Manager Heydlauff explained the City created the Housing Initiatives Fund in 2020-2021. The draft policy would clarify the intention of the use of these funds and give Council latitude to be supportive of workforce housing opportunities as they may arise in the future.

Mayor Kurtz opened the item for public comment. None were heard.

Motion by Hagen, seconded by Spring to approve the Housing Initiatives Fund policy as presented.

Motion carried by unanimous voice vote.

8. Reports and Communications

A. Public Comment

B. City Manager's Comments

- The EPA and EGLE will continue their soil boring testing near Antrim, Clinton, and State streets and they will continue over the next ten days
- The Planning Commission is finalizing the Master Land Use Plan and will have a draft for Council's review next month
- EGLE conducted the City's Sanitary Survey and he would like to thank Pat Elliott and Nick Hilling for their hard work in the positive outcome
- The Recreation Department is tracking some potential grant funding
- Glow ball was a great success at the Municipal Golf Course

C. Mayor and Council Comments

- Council Member Bryan stated the golf course looks amazing and the management is doing a very good job.
- Council Member Spring stated he also golfed on the Municipal Golf Course and had a great time. He thanked the public for attending.
- Council Member Parr stated the glow ball event was a great time and the business after hours hosted by the Golf Course and Chamber was a great success as well.

9. Other Council Business

10. Adjourn

Mayor Kurtz adjourned the meeting at 7:15 PM

Sarah J. Dvoracek

City Clerk

Luther Kurtz

Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: July 5, 2022

Presented By:

Background:

Recommendation:

Motion to approve the accounts payable and payroll check registers as presented.

Attachments:

1. Check Registers 07-05-22 Agenda

Check Number	Payee	Amount
06/23/2022		
136701	AT&T	1,515.98
136702	AT&T MOBILITY	757.51
136703	CHARLEVOIX STATE BANK	5,930.91
136704	CHARLEVOIX TOWNSHIP TREASURE	69.29
136705	CHARTER COMMUNICATIONS OPERA	926.64
136706	DELTA DENTAL	3,459.85
136707	EQUITABLE FINANCIAL LIFE INSURAN	568.75
136708	GREAT LAKES ENERGY	240.36
136709	PRIORITY HEALTH	46,489.25
136710	STANDARD INSURANCE CO	2,714.19
136711	TELNET WORLDWIDE	203.52
136712	VSP INSURANCE CO. (CT)	560.12
136713	WEX BANK	11,410.28
Total 06/23/2022:		74,846.65
Grand Totals:		74,846.65

Summary of Check Registers & ACH Payments HUNTINGTON NATIONAL BANK - CHECKS ISSUED

06/23/22	Special Accounts Payable Run	\$	74,846.65
06/24/22	Payroll (net pay)	\$	128,263.70
06/24/22	Payroll Transmittal Checks	\$	5,293.74
07/06/22	Regular Accounts Payable	\$	144,280.85
Checks Sub-Total:		\$	352,684.94

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

06/21/22	Enterprise FM Trust (fleet lease)	\$	1,916.16
06/24/22	IRS (Payroll Tax Deposit)	\$	45,068.31
06/24/22	Alerus Financial (HCSP)	\$	350.00
06/24/22	State of MI (Withholding Tax)	\$	6,874.49
06/24/22	Vantagepoint (401 Plan)	\$	957.68
06/24/22	Vantagepoint (457 Plan)	\$	20,443.05
06/24/22	Vantagepoint (Roth IRA)	\$	1,055.76
06/24/22	MERS (Defined Benefit Plan)	\$	55,518.85
06/27/22	MI Public Power Agency	\$	220,680.40
06/27/22	MI Public Power Agency	\$	27,320.89
ACH Sub-Total:		\$	380,185.59

Huntington National Bank Total: \$ 732,870.53

CHARLEVOIX STATE BANK - CHECKS ISSUED (PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

07/06/22	Tax Disbursement	\$	-
Charlevoix State Bank Total:		\$	-
Grand Total:		\$	732,870.53

APPROVED:



CITY MANAGER



CITY TREASURER



CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
06/18/2022	PC	06/24/2022	35434	HEYDLAUFF, MARK L.	102		3,069.50
06/18/2022	PC	06/24/2022	35435	DVORACEK, SARAH J.	105		2,302.83
06/18/2022	PC	06/24/2022	35436	DEROSIA, PATRICIA E.	107		960.83
06/18/2022	PC	06/24/2022	35437	DOTSON, LINDSEY J.	109		1,420.38
06/18/2022	PC	06/24/2022	35438	KLOOSTER, ALIDA K.	121		1,843.52
06/18/2022	PC	06/24/2022	35439	BARNEVELD, RICHELLE	123		1,259.85
06/18/2022	PC	06/24/2022	35440	SCHULZ, GINNY L.	125		1,538.21
06/18/2022	PC	06/24/2022	35441	BRADLEY, KATHLEEN R.	126		1,187.58
06/18/2022	PC	06/24/2022	35442	MILLER, FAITH G.	142		547.78
06/18/2022	PC	06/24/2022	35443	MCGINN, KELLY A.	146		2,329.15
06/18/2022	PC	06/24/2022	35444	DOAN, GERARD P.	201		2,512.66
06/18/2022	PC	06/24/2022	35445	SCHOLEY, ROBERT W.	204		2,193.38
06/18/2022	PC	06/24/2022	35446	UMULIS, MATTHEW T.	205		1,377.29
06/18/2022	PC	06/24/2022	35447	ORBAN, BARBARA K.	209		1,480.62
06/18/2022	PC	06/24/2022	35448	RILEY, DENISE M.	213		1,052.82
06/18/2022	PC	06/24/2022	35449	MUNK, CHRISTOPHER J.	215		1,611.15
06/18/2022	PC	06/24/2022	35450	SCHICK, TIELER R.	216		1,862.30
06/18/2022	PC	06/24/2022	35451	STEWART, MORGAN J.	217		1,775.16
06/18/2022	PC	06/24/2022	35452	YOUNG, KRISTEN L.	230		1,479.76
06/18/2022	PC	06/24/2022	35453	BINGHAM, LARRY E.	240		874.45
06/18/2022	PC	06/24/2022	35454	MACGILLIVRAY, ROGER	244		618.00
06/18/2022	PC	06/24/2022	35455	WESTRICK, AARON J.	246		787.57
06/18/2022	PC	06/24/2022	35456	DOTSON, WILLIAM R.	249		225.54
06/18/2022	PC	06/24/2022	35457	WURST, RANDALL W.	411		1,498.04
06/18/2022	PC	06/24/2022	35458	HILLING, NICHOLAS A.	413		1,629.46
06/18/2022	PC	06/24/2022	35459	MEIER III, CHARLES A.	421		1,530.80
06/18/2022	PC	06/24/2022	35460	ZACHARIAS, STEVEN B.	422		2,203.13
06/18/2022	PC	06/24/2022	35461	NEWMAN, MARK J.	424		1,902.87
06/18/2022	PC	06/24/2022	35462	LOUGHMILLER, JOHN A.	425		1,672.71
06/18/2022	PC	06/24/2022	35463	GRIFFITH, JOHN J.	500		2,887.09
06/18/2022	PC	06/24/2022	35464	EATON, BRAD A.	515		3,178.71
06/18/2022	PC	06/24/2022	35465	WILSON, TIMOTHY J.	516		2,841.85
06/18/2022	PC	06/24/2022	35466	LAVOIE, RICHARD L.	519		2,694.65
06/18/2022	PC	06/24/2022	35467	STEVENS, BRANDON C.	521		2,906.33
06/18/2022	PC	06/24/2022	35468	WHITLEY, ANDREW T.	522		2,301.72
06/18/2022	PC	06/24/2022	35469	DRAVES, MARTIN J.	523		2,277.06
06/18/2022	PC	06/24/2022	35470	FARRELL, MITCHELL L.	524		1,773.15
06/18/2022	PC	06/24/2022	35471	ANDERSON, ELIZABETH	526		1,338.42
06/18/2022	PC	06/24/2022	35472	KENWABIKISE, DAVID L.	528		1,184.64
06/18/2022	PC	06/24/2022	35473	ELLIOTT, PATRICK M.	600		3,149.68
06/18/2022	PC	06/24/2022	35474	SCHWARTZFISHER, JOS	603		1,264.85
06/18/2022	PC	06/24/2022	35475	BRADLEY, KELLY R.	614		1,756.45
06/18/2022	PC	06/24/2022	35476	HART II, DELBERT W.	616		1,487.59
06/18/2022	PC	06/24/2022	35477	JONES, ROBERT F.	618		1,443.47
06/18/2022	PC	06/24/2022	35478	THORP JR, WILLIAM D.	623		1,619.49
06/18/2022	PC	06/24/2022	35479	LEITNER, RYAN S.	624		1,571.22
06/18/2022	PC	06/24/2022	35480	FERGUSON, ROYCE L.	625		1,826.08
06/18/2022	PC	06/24/2022	35481	REID, ROB A.	632		1,426.40
06/18/2022	PC	06/24/2022	35482	DORAN, JUSTIN J.	634		2,265.74
06/18/2022	PC	06/24/2022	35483	NEDWICK, DAVID J.	642		747.09
06/18/2022	PC	06/24/2022	35484	FREY, DYLAN V.	643		865.08
06/18/2022	PC	06/24/2022	35485	HART III, DELBERT W.	657		1,000.16
06/18/2022	PC	06/24/2022	35486	CONWAY, JAKE P.	658		874.89
06/18/2022	PC	06/24/2022	35487	PERSONS, CHLOE M.	659		769.68
06/18/2022	PC	06/24/2022	35488	CONWAY, ANNEMARIE	668		512.55
06/18/2022	PC	06/24/2022	35489	FINNERTY, HOLLY E.	669		1,012.08
06/18/2022	PC	06/24/2022	35490	MUMICH, BARRY J.	671		917.70

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
06/18/2022	PC	06/24/2022	35491	WOOD, DIANA G.	688		389.83
06/18/2022	PC	06/24/2022	35492	HIGGINS, THERESE M.	689		535.20
06/18/2022	PC	06/24/2022	35493	MOOAR, ISAAK S.	690		670.70
06/18/2022	PC	06/24/2022	35494	CRANDELL, ZACKARY R.	691		763.73
06/18/2022	PC	06/24/2022	35495	FRANCE JR, JAMES A.	695		1,148.48
06/18/2022	PC	06/24/2022	35496	RABIDEAU, JACOB L.	696		912.37
06/18/2022	PC	06/24/2022	35497	KNORR, KENT J.	700		2,157.97
06/18/2022	PC	06/24/2022	35498	ANZELL, BETH A.	702		1,406.11
06/18/2022	PC	06/24/2022	35499	STEBE, LAURA A.	703		258.12
06/18/2022	PC	06/24/2022	35500	STEWART, SPENCER P.	720		869.58
06/18/2022	PC	06/24/2022	35501	MCDERMOTT, DENNIS J.	732		1,912.15
06/18/2022	PC	06/24/2022	35502	JASURDA, DONALD J.	748		764.35
06/18/2022	PC	06/24/2022	35503	DORST, KRISTA M.	749		913.69
06/18/2022	PC	06/24/2022	35504	PARRISH, SAMANTHA K.	750		662.21
06/18/2022	PC	06/24/2022	35505	MEEHAN, MAXIMUS M.	751		702.06
06/18/2022	PC	06/24/2022	35506	WHITE III, MARCUS W.	754		299.52
06/18/2022	PC	06/24/2022	35507	CUNNINGHAM, ABIGAIL A.	759		900.74
06/18/2022	PC	06/24/2022	35508	JAREMA, CAROLINE J.	760		298.00
06/18/2022	PC	06/24/2022	35509	CURTIS, LILY E.	770		371.81
06/18/2022	PC	06/24/2022	35510	MAY, MEREDITH A.	771		513.14
06/18/2022	PC	06/24/2022	35511	PETROSKY, JACOB D.	772		319.57
06/18/2022	PC	06/24/2022	35512	SPRAGUE, CHEYENNE L.	773		308.91
06/18/2022	PC	06/24/2022	35513	GERLACH, MAREN R.	775		310.55
06/18/2022	PC	06/24/2022	35514	MAY, MADALYNE M.	777		297.34
06/18/2022	PC	06/24/2022	35515	BOLLMANN, JOSIE J.	779		297.34
06/18/2022	PC	06/24/2022	35516	KIRINOVIC, THOMAS F.	790		224.45
06/18/2022	PC	06/24/2022	35517	WAGNER, KIRSTEN M.	793		314.08
06/18/2022	PC	06/24/2022	35518	SMITH, ELLERY S.	795		145.37
06/18/2022	PC	06/24/2022	35519	COFFEY, JASON J.	798		906.94
06/18/2022	PC	06/24/2022	35520	DRENTH, DOUGLAS A.	838		747.00
06/18/2022	PC	06/24/2022	35521	GILL, DAVID R.	856		982.62
06/18/2022	PC	06/24/2022	35522	LABLANCE, MAUREEN J.	863		255.95
06/18/2022	PC	06/24/2022	35523	LIVINGSTON, BRIAN D.	866		1,948.83
06/18/2022	PC	06/24/2022	35524	STANLEY, MARK J.	867		56.10
06/18/2022	PC	06/24/2022	35525	KLOOSTER, PATRICK H.	868		522.11
06/18/2022	PC	06/24/2022	35526	WAY, KRISTINA M.	870		121.91
06/18/2022	PC	06/24/2022	35527	DIETRICH, ARLENE M.	871		768.03
06/18/2022	PC	06/24/2022	35528	PARKER, SCOTT W.	873		130.11
06/18/2022	PC	06/24/2022	35529	PETROSKY, TIMOTHY D.	874		119.05
06/18/2022	PC	06/24/2022	35530	WYMAN, MATTHEW A.	927		1,905.32
06/18/2022	PC	06/24/2022	35531	MILLER, WILLIAM S.	933		1,071.48
06/18/2022	PC	06/24/2022	35532	DOUGLAS, MARK	935		1,125.77
06/18/2022	PC	06/24/2022	35533	MCCRANEY, RUSSELL R.	936		1,355.92
06/18/2022	PC	06/24/2022	35534	FRATRICK, JOSEPH W.	940		454.31
06/18/2022	PC	06/24/2022	35535	PAALMAN, STEPHEN J.	942		950.05
06/18/2022	PC	06/24/2022	35536	STEVENS, WILLIAM J.	951		902.87
06/18/2022	PC	06/24/2022	136689	FERUCCI, ENZO C.	248		225.54
06/18/2022	PC	06/24/2022	136690	MORRISON, KEVIN P.	601		1,502.30
06/18/2022	PC	06/24/2022	136691	SNYDER, JACOB M.	756		622.28
06/18/2022	PC	06/24/2022	136692	COX, RONALD L.	869		280.68
Grand Totals:			107				128,263.70

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
06/18/2022	06/24/2022	136693	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	935.00
06/18/2022	06/24/2022	136694	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
06/18/2022	06/24/2022	136694	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	418.07
06/18/2022	06/24/2022	136695	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
06/18/2022	06/24/2022	136696	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	990.00
06/18/2022	06/24/2022	136697	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	678.21
06/18/2022	06/24/2022	136698	EQUITABLE FINANCIAL LI	9010	LIFE - VOLUNTARY Pay Period:	293.14
06/18/2022	06/24/2022	136698	EQUITABLE FINANCIAL LI	9010	SPOUSE LIFE Pay Period: 6/18/	55.64
06/18/2022	06/24/2022	136698	EQUITABLE FINANCIAL LI	9010	CHILD LIFE Pay Period: 6/18/20	4.80
06/18/2022	06/24/2022	136698	EQUITABLE FINANCIAL LI	9010	AD&D - VOLUNTARY Pay Period	36.78
06/18/2022	06/24/2022	136698	EQUITABLE FINANCIAL LI	9010	SPOUSE AD&D Pay Period: 6/18	10.28
06/18/2022	06/24/2022	136698	EQUITABLE FINANCIAL LI	9010	CHILD AD&D Pay Period: 6/18/2	3.33
06/18/2022	06/24/2022	136699	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
06/18/2022	06/24/2022	136700	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,572.85
Grand Totals:		14				5,293.74



Check Number	Payee	Amount
07/06/2022		
136715	ACCESS LOCKSMITHING INC	162.00
136716	ACCUMED GROUP, THE	1,828.58
136717	AIRGAS USA LLC	94.68
136718	AMAZON CAPITAL SERVICES	3,543.82
136719	ANDERSON, ELIZABETH A.	50.00
136720	ANZELL, BETH A.	50.00
136721	AT YOUR SERVICE PLUS INC	280.00
136722	AVFUEL CORPORATION	44,234.65
136723	BARUZZINI AQUATICS	9,712.50
136724	BEAVER RESEARCH COMPANY	158.81
136725	CDW GOVERNMENT	245.09
136726	CHARLEVOIX SCREEN MASTERS INC	1,208.00
136727	CINTAS	152.78
136728	CINTAS CORPORATION	324.27
136729	CONWAY PROFESSIONAL SERVICES	4,421.00
136730	DELL MARKETING LP	979.10
136731	DeROSIA, PATRICIA E.	50.00
136732	DOAN, GERARD P.	50.00
136733	DORAN, JUSTIN J.	50.00
136734	DOTSON, LINDSEY J.	50.00
136735	DRENTH, DOUGLAS A	50.00
136736	DROST LANDSCAPE	880.00
136737	DVORACEK, SARAH	50.00
136738	EJ USA INC.	1,139.52
136739	ELHORN ENGINEERING COMPANY	1,296.00
136740	ELLIOTT, PATRICK M.	50.00
136741	ELLSWORTH FARMERS EXCHANGE	1,491.58
136742	ETNA SUPPLY	3,880.00
136743	EYES ONLY MEDIA	280.50
136744	FARLEY PROMO	1,731.22
136745	FARMER WHITE'S	457.00
136746	FERGUSON ENTERPRISES #3326	251.64
136747	GALLS LLC	269.39
136748	GATEHOUSE MEDIA MICHIGAN HOLDI	141.98
136749	GFL ENVIRONMENTAL	60.19
136750	GOLDEN HILLS MAPLE SYRUP	21.00
136751	GREAT LAKES ENVIRONMENTAL CEN	1,500.00
136752	GREEN PROJECTS GROUP	1,600.00
136753	GRIFFITH, JOHN J	50.00
136754	GRP ENGINEERING INC	3,068.83
136755	GUNTZVILLER, RHONDA	191.00
136756	HACH COMPANY	400.02
136757	HAGGARD'S INC	1,087.04
136758	HARRELL'S LLC	2,361.82
136759	HERMAN & ASSOCIATES	291.95
136760	HEYDLAUFF, MARK L.	917.20
136761	HILLING, NICHOLAS A.	50.00
136762	HOEHLT, CORNELIA	89.00

Check Number	Payee	Amount
136763	HOTSY OF MID MICHIGAN INC	162.50
136764	HOVIE, ROBERT TOLSMA	1,000.00
136765	HOWENSTINE, JANET	67.90
136766	HUTSON INC	5.84
136767	HYDE SERVICES LLC	14.08
136768	IDEXX DISTRIBUTION INC	224.53
136769	INDEPENDENT DRAFTING SERVICES	2,920.00
136770	J.bird Provisions	1,000.00
136771	KLOOSTER, ALIDA K.	50.00
136772	KNORR, KENT J.	50.00
136773	KRAMER, RON	82.45
136774	KSS ENTERPRISES	2,571.86
136775	KULLY SUPPLY	245.06
136776	LAKE FOREST BAKING COMPANY	117.00
136777	LANDSCAPE FORMS INC	395.00
136778	LEWIS, LINDSEY	40.00
136779	LITTLE TRAVERSE DISPOSAL LLC	2,805.60
136780	LIVINGSTON, BRIAN D.	50.00
136781	LOTTIE'S BAGELS	173.00
136782	MACGREGOR PLUMBING & HEATING I	90.00
136783	MAGGRET, DAVID	400.00
136784	MANTHEI CONSTRUCTION	2,814.96
136785	MAY, MEREDITH A.	50.00
136786	MCDERMOTT, DENNIS J.	50.00
136787	McGINN, KELLY A.	50.00
136788	MICHIGAN MUNICIPAL LEAGUE	97.64
136789	MICHIGAN OFFICEWAYS INC	3,162.51
136790	MICHIGAN RURAL WATER ASSN	780.00
136791	MIKE'S GLASS	220.00
136792	MILLER, FAITH G	27.49
136793	MILLER, WILLIAM S.	50.00
136794	MILLERSCHIN, OLIVIA	750.00
136795	MORRISON, LISA	36.37
136796	MUSTANG TOOL SERVICE	612.14
136797	NATIONAL RECREATION AND PARK A	175.00
136798	NORTHERN PUMP SERVICE INC	1,640.00
136799	NORTHWEST ELECTRONICS & REPAI	242.92
136800	NORTHWEST RENTALS LLC	471.19
136801	OPERATIONS SERVICES INC	1,140.00
136802	ORBAN, BARBARA K.	42.38
136803	PENINSULA FIBER NETWORK LLC	470.00
136804	POWER LINE SUPPLY	5,902.39
136805	POWER SYSTEM ENGINEERING INC	2,687.50
136806	PRESTON FEATHER	376.92
136807	PVS TECHNOLOGIES INC	865.63
136808	QUILL LLC	52.87
136809	RIETH-RILEY CONST CO INC	456.98
136810	SCHOLEY, ROBERT W.	50.00
136811	SHARROW, JACOB	600.00

Check Number	Payee	Amount
136812	SOUND ENVIRONMENTS	786.62
136813	SPARTAN DISTRIBUTORS INC	1,002.45
136814	SPARTAN STORES LLC	97.41
136815	STITCH N LYD'S	1,090.40
136816	SYSTEMS SPECIALISTS INC	990.00
136817	UNIFIRST CORPORATION	640.22
136818	UNITED STATES PLASTIC CORP.	277.46
136819	UNIVERSAL CREDIT SERVICES INC	252.95
136820	UP NORTH ASSESSING INC	5,200.00
136821	UTILITIES INSTRUMENTATION SERVI	3,978.43
136822	VILLAGE GRAPHICS INC	179.00
136823	VOLLMER, LYNN	24.25
136824	WEST MARINE PRO	57.58
136825	WILBERT BURIAL VAULT CO	1,829.76
136826	WURST, RANDALL W.	50.00
136827	WYMAN, MATTHEW A.	50.00
136828	YOUNG, KRISTEN L.	50.00
136829	YOUNGBLOOD, AUBREY	82.45
Total 07/06/2022:		144,280.85
Grand Totals:		144,280.85

Check Number	Payee	Amount
06/21/2022		
62122001	ENTERPRISE FM TRUST	1,916.16
Total 06/21/2022:		1,916.16
Grand Totals:		1,916.16

Check Issue Date	Check Number	Payee	Amount
62422001			
06/24/2022	62422001	**EFTPS* Payroll Taxes	11,970.54
06/24/2022	62422001	**EFTPS* Payroll Taxes	11,970.54
06/24/2022	62422001	**EFTPS* Payroll Taxes	2,799.55
06/24/2022	62422001	**EFTPS* Payroll Taxes	2,799.55
06/24/2022	62422001	**EFTPS* Payroll Taxes	15,528.13
Total 62422001:			
	5		45,068.31
62422002			
06/24/2022	62422002	Alerus Financial	350.00
Total 62422002:			
	1		350.00
62422003			
06/24/2022	62422003	STATE OF MICHIGAN	6,874.49
Total 62422003:			
	1		6,874.49
62422004			
06/24/2022	62422004	Vantagepoint - 401 Plan 109153	957.68
Total 62422004:			
	1		957.68
62422005			
06/24/2022	62422005	Vantagepoint - 457 Plan 300959	4,775.00
06/24/2022	62422005	Vantagepoint - 457 Plan 300959	2,682.56
06/24/2022	62422005	Vantagepoint - 457 Plan 300959	4,296.10
06/24/2022	62422005	Vantagepoint - 457 Plan 300959	8,689.39
Total 62422005:			
	4		20,443.05
62422006			
06/24/2022	62422006	Vantagepoint - Roth IRA 706117	1,055.76
Total 62422006:			
	1		1,055.76
Grand Totals:			
	13		74,749.29



Check Number	Payee	Amount
06/24/2022		
62422007	MERS	55,518.85
Total 06/24/2022:		55,518.85
Grand Totals:		55,518.85

Check Number	Payee	Amount
06/27/2022		
62722001	MICHIGAN PUBLIC POWER AGENCY	220,680.40
62722002	MICHIGAN PUBLIC POWER AGENCY	27,320.89
Total 06/27/2022:		248,001.29
Grand Totals:		248,001.29

Charlevoix City Council

Consent Agenda

Title: 2022 Planning Commission Annual Report

Date: July 5, 2022

Presented By:

Background:

Annually, the Planning Commission is required to report their activities and business. You will find this report attached. We will soon be reviewing the update to the Master Plan.

Recommendation:

Motion to accept the 2022 Planning Commission Annual Report.

Attachments:

1. 2022 Planning Commission Annual Report



June 28, 2022

Hon. Mayor and Council Members
210 State Street
Charlevoix, MI 49720

RE: 2022 Charlevoix Planning Commission Annual Report

Hon. Mayor and Council Members:

As required per the Michigan Planning Enabling Act, Section 125.3819 (2) (Act 33 of 2008, as amended), the Planning Commission respectfully submits a report of the activities they undertook in the previous twelve months (May 2021-April 2022).

"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."

PLANNING COMMISSIONERS

1. R.J.Waddell, Chairperson
2. Sherm Chamberlain, Vice-Chair (elected Mar. 2021 through Dec. 2021)
3. Jennifer Muladore, Vice-Chair (elected Jan. 2022)
4. Mary Millington
5. Toni Felter
6. Reid Beegen
7. David Gray (res. Apr. 2022)
8. Annemarie Conway
9. Emma Suarez Pawlicki (res. Aug. 2021) / Maureen Radke (appt. Jan. 2022)

PLANNING STAFF

Planning and zoning services are provided by regional planning agency, Networks Northwest. The Zoning Administrator provides on-site support by maintaining regular office hours on Monday, Tuesday, and Wednesday 8 AM – 5 PM. Planning and zoning staff include:

1. Jennifer Neal, Community Planner, Networks Northwest
2. Jonathan Scheel, Zoning Administrator, Networks Northwest

MEETINGS

The Planning Commission met a total of fifteen (15) times in the past year. Meetings are typically scheduled for the second Monday of the month, at 6:00 PM, at City Hall. The 2021-2022 meeting schedule included one special meeting and two work sessions. The November 22 Work Session was held at 4:30 PM at 401 W. Carpenter Street to tour the Public Services Facility. The Work Session on December 20 was held as a joint meeting with the City Council at 4:30 PM in Council Chambers. All meetings are held in compliance with the *Open Meetings Act, PA 267 of 1976, as amended*. Due to pandemic restrictions, the May and June meetings were held partially remote.

- | | |
|--|--|
| 1. Monday, May 10, 2021 | 9. Monday, November 22, 2021 – Special Meeting |
| 2. Monday, June 14, 2021 | 10. Monday, December 13, 2021 |
| 3. Monday, July 12, 2021 | 11. Monday, December 20, 2021 – Work Session |
| 4. Monday, August 9, 2021 | 12. Monday, January 10, 2022 |
| 5. Monday, September 13, 2021 | 13. Monday, February 14, 2022 |
| 6. Monday, October 11, 2021 | 14. Monday, March 14, 2022 |
| 7. Monday, November 8, 2021 | 15. Monday, April 11, 2022 |
| 8. Monday November 22, 2021 – Work Session | |

2021 MASTER PLAN UPDATE

In February 2021, the Planning Commission initiated a review of the City's Master Plan. The current Master Plan was adopted in December of 2016, and in accordance with the Michigan Planning Enabling Act (Act 33 of 2008), the Planning Commission shall review the plan at least every five years after adoption. The plan will be updated with new and relevant data and will include expanded discussion on emerging issues such as housing. Public input will be sought throughout the update process and the plan is expected to be completed in 2022.

UPDATES TO THE ZONING ORDINANCE

The Planning Commission reviewed the Zoning Ordinance for language to expand housing choices and identify potential barriers to adding housing capacity in the city. The language required an amendment in which a public hearing was held and the proposed language was reviewed by the city attorney.

In early 2019, the City Council approved the use of accessory dwelling units (ADUs) in the R2 Zoning District. In early 2021, the Planning Commission requested an update of how many ADUs have been built. Zoning Administrator Scheel stated he has issued four permits for ADUs. He noted that two are substantially complete and two are under construction. City residents have raised concerns that the size and scale of the structure are not compatible with the neighborhood. If considerations for architectural standards are addressed, Jonathan recommended permitting ADUs in the R1 and R2A Districts. The Commission has had on-going discussions about the architectural standards that are appropriate for ADUs.

The Planning Commission held a public hearing for language pertaining to ADU Architectural Design Standards on January 10, 2022. No comments were received and the Planning Commission recommended adoption to the City Council. The language is currently under attorney review.

On February 14, 2022 the Planning Commission held a public hearing for language pertaining to permitting ADUs in the R1 Zoning District. No comments were received and the Planning Commission recommended adoption to the City Council. The language is currently under attorney review.

DEVELOPMENT REVIEWS

During the previous year, the Planning Commission reviewed several development proposals in the form of site plan reviews. The Zoning Ordinance requires Planning Commission review and approval for all Level B Site Plan applications. The Zoning Administrator, Jonathan Scheel, will often present Level A Site Plans to the Planning Commission to gather input and update them about current projects. The following Level B Site Plan Reviews were completed by the Planning Commission:

1. A request to add 3,900 square feet to the existing 900 square foot outdoor lounge for food truck service located at 230 Ferry Avenue. The site plan was approved as presented.
2. City Manager Heydlauff requested the Planning Commission consider the proposed use for property located at 1522 Bridge Street in response to a bid received by the City. The Planning Commission confirmed it was consistent with the Master Plan.
3. A public hearing was held in December 2021 for a Special Land Use request at 803 State Street. The applicant proposed the use of a Boarding/Rooming House in the R1 Zoning District. The special land use was approved with conditions.
4. A request to build residential apartments and a rooftop deck located at 211 Bridge Street. The project would provide indoor and outdoor living space for the residential use in the downtown mixed-use building. The site plan was approved with conditions.

OTHER REVIEWS AND RECOMMENDATIONS

The Planning Commission completed a review of their Bylaws and approved three changes:

1. An additional sentence was added to the Section 2: Membership that provided for recording completed education and training sessions completed by the commissioners.
2. Section 5: Meetings was updated with the most current edition of *Roberts Rules of Order Newly Revised*.
3. Section 9: Planning Commission Responsibilities was updated to include making recommendations to City Council for uses on public properties and donations to be used in public spaces.

At the request of the City Manager, the Jonathan Scheel presented a memo regarding the proposed adoption of the International Property Maintenance Code. Adoption of the code would allow the City to pursue blighted properties prior to them deteriorating beyond the point of repair and need to be torn down. The Commission recommended the proposed ordinance language to City Council for adoption.

LOOKING FORWARD...

Upon completion of the Master Plan, the Planning Commission's will prepare a list of priority projects based on the implementation action items listed in the plan. The implementation strategies are typically assigned to a City department, public body, or organization capable of completing the task and assigned a level of prioritization or a timeframe for completion. Anticipated action items include Zoning Ordinance amendments, further discussion of architectural standards and design guidelines, joint projects with the Historic District Commission and Downtown Development Authority, and joint projects with neighboring townships.

Respectfully submitted,

PLANNING COMMISSION
CITY OF CHARLEVOIX, MICHIGAN

R.J. Waddell, Chairperson

Charlevoix City Council

Consent Agenda

Title: Metallurgy Brass Quintet in Odmark Pavilion

Date: July 5, 2022

Presented By:

Background:

The Beaver Island Performing Arts Alliance is requesting the use of Odmark Pavilion on Sunday, August 7, from 3:00 pm to 4:00 pm. Proposed use is for a one-hour concert by the Metallurgy Brass Quintet of popular patriotic music by Irving Berlin (Alexander's Ragtime Band), George M. Cohan (You're a Grand Old Flag, Yankee Doodle Dandy), W.C. Handy (St Louis Blues), John Philip Sousa (Washington Post, Semper Fidelis, and Liberty Bell marches), and more. The performance will also feature a new fanfare by Charlevoix/Petoskey composer Tony Manfredonia.

Metallurgy is presented by the Beaver Island Performing Arts Alliance (a Charlevoix Chamber of Commerce member and investor with the CCCF), which produces the annual Baroque on Beaver Festival each summer on Beaver Island for the past 20 years. They are eager to partner with the City and offer more cultural events on the mainland as part of their new mission.

The group is not requesting any assistance from the City for the program.

Recommendation:

Motion to approve the use of Odmark Pavilion for the Metallurgy Brass Quintet on August 7, 2022.

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: Michigan Recreation Passport Grant Program Project Agreement

Date: July 5, 2022

Presented By: Kent Knorr, Recreation Director

Background:

As previously approved by City Council Resolution 2021-03-02, on March 30th, 2021, City Council authorized submission of application for the Passport Grant Program for the Michigan Beach Upland Renovation and Development.

As part of the implementation of this program, the City must sign a Development Project Agreement with Michigan Department of Natural Resources as well as pass a resolution appropriating the project funding of \$48,500.

Enhance and showcase the outstanding quality of life in Charlevoix

Recommendation:

Motion to authorize the City Manager to sign the Michigan Recreation Passport Grant Program Development Project Agreement committing the City to spending up to \$48,500 (26%) of the project total of \$188,000.

Motion to approve Resolution 2022-07-01 Michigan Recreation Passport Grant Program Development Project Agreement.

Attachments:

1. Project Agreement-RGP5264031-2
2. Resolution 2022-07-01 Michigan Beach Passport

**MICHIGAN RECREATION PASSPORT GRANT PROGRAM
DEVELOPMENT PROJECT AGREEMENT**

This Agreement is between **City of Charlevoix** in the county of Charlevoix County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 32 of 2010, as amended. The GRANTEE has been approved by the Director of the DEPARTMENT to receive a grant. In Public Act **87 of 2021**, the Legislature appropriated funds from the Recreation Passport Grant Program (RPGP) to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title:	Michigan Beach Upland Renovation and Developme	Project #:	RP21-0080
Amount of grant:	\$139,500.00	74%	PROJECT TOTAL: \$188,000.00
Amount of match:	\$48,500.00	26%	
Start Date:	Date of Execution by the DEPARTMENT	End Date:	03/31/2024

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by **03/02/2022** or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By: _____

Title: _____

Date: _____

DUNS Number_____
SIGMA Vendor Number_____
SIGMA Address ID**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED _____

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/DNR-grants. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

Recreation Passport Grant Program Manager
Name/Title

Grants Management/DNR Finance & Operations
Organization

525 W. Allegan Street, Lansing, MI 48933
Address

P.O. Box 30425, Lansing, MI 48909
Address

517-284-7268
Telephone Number

DNR-Grants@michigan.gov
E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **RP21-0080** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed .
3. The time period allowed for project completion is from **01/01/2022** through **03/31/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the legal description and as identified on the boundary map in MiRecGrants.
5. The words "project facilities" shall mean the following individual components, as further described in the application:

Overlook or Observation Deck
Access Pathway 5' - 6' wide
Trail 5' - 8' wide
Signage
Paved ADA Parking Space(s)
Rain Garden with Native Plants
Landscaping

6. The DEPARTMENT will:

- a. grant the GRANTEE a sum of money equal to **Seventy-Four percent (74%) of One Hundred and Eighty-Eight Thousand dollars (\$188,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **One Hundred and Thirty-Nine Thousand Five Hundred dollars (\$139,500.00)**.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Seventy-Four percent (74%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RGP plaque in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Forty-Eight Thousand Five Hundred dollars (\$48,500.00)** in local match. This sum represents **Twenty-Six percent (26%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

- i. All projects with a total project cost of \$15,000 or greater GRANTEE shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; and the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended; 2013 Access Boards Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of **20** years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges

to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. The size, color and design of this sign shall be in accordance with DEPARTMENT specification.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the RPGP sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2022** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:

- a. submit a progress report every 180 days during the project period.
 - b. submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, the request reimbursement should be submitted for entire amount at completion of the project.
 - c. submit a complete request for final reimbursement within **90 days of project completion and no later than 6/30/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by **6/30/2024**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior authorization from the DEPARTMENT before adding, deleting, or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any

evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:
 - a. the GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.
 - b. approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. the GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. the GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. the DEPARTMENT'S involvement in the premises is limited solely to the making of a grant

to assist the GRANTEE in developing project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. it is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. if any portion of the project area is a facility, documentation that Department of Environmental, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,:
 - a. terminate this Agreement; and/or
 - b. withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. withhold action on all pending and future grant applications submitted by the GRANTEE under the RPGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
 - d. require repayment of grant funds already paid to GRANTEE.
 - e. require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding; upon request by the GRANTEE; or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of

Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

31. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
34. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT.
35. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
36. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date

CITY OF CHARLEVOIX
RESOLUTION NO. 2022-07-01
MICHIGAN RECREATION PASSPORT GRANT PROGRAM DEVELOPMENT PROJECT AGREEMENT

- WHEREAS,** the City of Charlevoix previously supported the submission of an application titled "Michigan Beach Upland Renovation and Development" to the Recreation Passport Grant Program for development of site improvements at Michigan Beach Park; and
- WHEREAS,** the City of Charlevoix is committed to increased use and development of trails; and
- WHEREAS,** the proposed project agreement is supported by the current annual Capital Improvement Plan; and
- WHEREAS,** the City of Charlevoix has previously made a financial commitment to the project in the amount of \$48,500 matching funds, in cash and/or force account; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix does hereby accept the terms of the agreement as received from the Michigan Department of Natural Resources, and that the City of Charlevoix does hereby specifically agree, but not by limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide forty-eight thousand and five hundred dollars, (\$48,500) to match the grant authorized by the Department of Natural Resources.
2. To maintain satisfactory financial accounts, documents, and records to make available to the Department of Natural Resources for auditing at reasonable times.
3. To construct the project and provide funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

RESOLVED this 5th day of July, 2022 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

Charlevoix City Council

Consent Agenda

Title: Investment Update for FY2021-22 and FY 2022-23

Date: July 5, 2022

Presented By:

Background:

The City of Charlevoix Investment Policy authorizes the City Treasurer to establish procedures and internal controls for depositing City monies and carrying out investment decisions and activities consistent with the investment policy. Per the Investment Policy, the Treasurer will report investment information to the City Manager and Council as to the type, rate and terms of the investments, total interest received, annual rate of returns with benchmark comparisons, bank ratings and other related information which enables the governing body to monitor and measure the success of their investment portfolio.

I have included the final Investment Summary for FY 2021-22. The top section lists the CD's that the City has closed during FY 2021-22. The bottom section lists CD's that the City has purchased during FY 2021-22. The interest rates have been extremely low during FY 2021-22. What you may notice is the first CD listed on the report was actually purchased in 2019 at a rate of 2.7%. The last CD listed on the report has a rate of .20% which was purchased in 2021. Since the rates were dropping so low, I had decided to reduce many of the CD terms from 2 years to 1 year with anticipation that the rates would improve over the next few years.

The second report that I have attached is the current Investment Summary for FY 2022-23. Please note that I have just closed the CD listed at the top of the report with an interest rate that was .22%. I am picking up a 2-year CD for 3.30% next week, which is highlighted in the middle of the report. The dates that are highlighted in red are those CD's that will be maturing soon. These CD's should be renewed at higher rates.

Recommendation:

Motion to accept the investment reports as presented.

Attachments:

1. Investments FY 2021-22
2. Investments FY 2022-23

CITY OF CHARLEVOIX
SCHEDULE OF FISCAL YEAR 2021-22 INVESTMENTS
As of March 31, 2022

ACCOUNT# / CUSIP	BANK	AMOUNT	INVEST DATE	MATURITY DATE	CASHED?	ANNUAL RATE	TIME DAYS	EST TOTAL PROCEEDS	EST 21-22 PROCEEDS
6574077441	Chemical Bank	750,000	4/15/2019	4/15/2021	Yes	2.700%	731	41,470	851
6938841/1	CIBC - Private Bank	250,000	6/29/2020	6/29/2021	Yes	0.470%	365	1,191	294
6887508/1	CIBC - Private Bank	250,000	7/9/2020	7/9/2021	yes	0.420%	365	1,065	292
6550534272	Chemical Bank	250,000	2/13/2020	8/13/2021	Yes	1.700%	547	6,427	1,586
6556081547	Chemical Bank	250,000	2/14/2020	8/14/2021	Yes	1.700%	547	6,427	1,598
591603	CIBC - Private Bank	250,000	9/25/2020	9/25/2021	Yes	0.320%	365	811	396
6809318/1	CIBC - Private Bank	250,000	2/20/2020	2/19/2022	Yes	1.700%	730	8,642	3,847
P1R255192	Comerica	250,000	10/18/2019	10/17/2021	Yes	1.800%	730	9,015	2,470
6975062	CIBC - Private Bank	630,000	3/8/2021	3/8/2022	Yes	0.250%	365	1,597	1,496
6809318	CIBC - Private Bank	250,000	2/22/2022	2/22/2023	NO	1.000%	365	2,500	253
6550534272	CIBC - Private Bank	250,000	8/17/2021	8/17/2022	NO	0.200%	365	500	310
6975062	CIBC - Private Bank	630,000	3/8/2022	3/8/2023	NO	1.000%	365	6,300	397
6938841/1	CIBC - Private Bank	250,000	6/29/2021	6/29/2022	NO	0.220%	365	550	414
P1R255192	Huntington - BMW Bank	250,000	10/22/2021	10/22/2023	NO	0.450%	730	2,250	493
6870388/1	CIBC - Private Bank	250,000	9/24/2021	9/25/2022	NO	0.200%	366	501	258
6887508/1	CIBC - Private Bank	250,000	7/9/2021	7/11/2022	NO	0.220%	367	1,065	769
6928103/1	CIBC - Private Bank	750,000	4/20/2021	4/20/2023	NO	0.250%	730	3,750	1,772
6556081547	CIBC - Private Bank	250,000	8/16/2021	8/16/2022	NO	0.200%	365	500	311
TOTALS:		\$3,130,000			Average Days & Totals:		487	94,560	17,806

CITY OF CHARLEVOIX
SCHEDULE OF FISCAL YEAR 2022-23 INVESTMENTS
As of July 5, 2022

ACCOUNT# / CUSIP	BANK	AMOUNT	INVEST DATE	MATURITY DATE	CASHED?	ANNUAL RATE	TIME DAYS	EST TOTAL PROCEEDS	EST 22-23 PROCEEDS
6938841/1	CIBC - Private Bank	250,000	6/29/2021	6/29/2022	Yes	0.220%	365	558	138
6809318	CIBC - Private Bank	250,000	2/22/2022	2/22/2023	NO	1.000%	365	2,500	2,247
6550534272	CIBC - Private Bank	250,000	8/17/2021	8/17/2022	NO	0.200%	365	500	190
6975062	CIBC - Private Bank	630,000	3/8/2022	3/8/2023	NO	1.000%	365	6,300	5,903
NEW TBD	Huntington - Goldman Sachs	250,000	7/8/2022	7/7/2024	NO	3.300%	730	16,500	6,012
P1R255192	Huntington - BMW Bank	250,000	10/22/2021	10/22/2023	NO	0.450%	730	2,250	1,125
6870388/1	CIBC - Private Bank	250,000	9/24/2021	9/25/2022	NO	0.200%	366	501	244
6887508/1	CIBC - Private Bank	250,000	7/9/2021	7/11/2022	NO	0.220%	367	1,065	296
6928103/1	CIBC - Private Bank	750,000	4/20/2021	4/20/2023	NO	0.250%	730	3,750	1,875
6556081547	CIBC - Private Bank	250,000	8/16/2021	8/16/2022	NO	0.200%	365	500	189
TOTALS:		\$3,130,000			Average Days & Totals:		475	34,424	18,219

Charlevoix City Council

Consent Agenda

Title: Housing Ready Program Support

Date: July 5, 2022

Presented By:

Background:

Since 2020, the City along with East Jordan, Boyne City, Charlevoix County have contributed 33% of the cost to have a full-time Housing Ready Coordinator for Charlevoix County along with the support of the Frey Foundation and the Charlevoix County Community Foundation who each contribute 33% also. Steve Schnell has been in this role and the contract before you would renew for the City's support for the program for an additional year. The City's share of this cost is \$9,250. While Steve has left this role, it is intended to continue with a new person.

Recommendation:

Motion to approve the agreement with Housing North and authorize the City Manager and City Clerk to sign the agreement for the Housing Ready Coordinator for Charlevoix County.

Attachments:

1. City of Charlevoix Housing Ready Contract 2022

Contractual Agreement

Between

City of Charlevoix
210 State Street
Charlevoix, MI 49720

And

Housing North
P.O. Box 1434
Traverse City, MI 49685

This Contract, designated Number 2019 CHX HR is made and entered into by and between the City of Charlevoix, 210 State Street, Charlevoix, MI 49720, hereinafter referred to as THE CITY and Housing North, P.O. Box 1434, Traverse City, MI 49685, hereinafter referred to as HN.

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

I. STATEMENT OF PURPOSE

The purpose of this agreement is to establish formal terms related to technical assistance provided by HN to THE CITY for the purposes of providing Housing Ready Program services.

II. SCOPE OF WORK

HN agrees to perform the functions set forth in Attachment A, hereinafter referred to as "The Project" and comply fully with subsequent revisions and modifications.

III. PERIOD OF PERFORMANCE

The CONTRACTOR shall commence performance of this Contract on March 17, 2022, and shall complete said performance on March 17, 2023.

IV. STIPULATIONS

1. HN is performing Housing Ready Program services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of THE CITY. As a result of the organization's status as an independent contractor, THE CITY shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for HN.

2. A request for Contract modification can be made by either party and will be subject to negotiation, if necessary.
3. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
4. Entire Agreement: The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, among the parties.
5. Severability The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and This Agreement shall be construed as if such invalid or unenforceable provision were omitted.

V. COMPENSATION

THE CITY agrees to pay HN as compensation for all costs, work performed and services provided under this Agreement for up to 12 months; with total payment under contract not to exceed \$9,250. Should additional services be required, the City Manager shall solely be permitted to raise this cap subject to budgetary controls of THE CITY. HN is not authorized to make any purchases or charge any expenditures to THE CITY without prior approval of the City Manager or his/her authorized representative. Services shall be billed quarterly and payment is due upon receipt of any invoice.

VI. TERMINATION

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination.
2. If either party terminates this Contract, HN will be reimbursed for all hours worked and costs incurred up to receipt date of said effective termination date. THE CITY will receive the work product produced by HN under this Contract up to the effective date of termination, prior to HN being reimbursed. In no case will the compensation paid to HN for partial completion of services exceed the amount HN would have received had the services been completed in full.

VII. INDEMNIFICATION

1. To the fullest extent permitted by law, THE CITY shall indemnify, defend (at THE CITY's sole expense) and hold harmless HN (including its officers, employees and agents) from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by HN or its agents, up to the full amount of any applicable insurance policy limits of THE CITY.

2. THE CITY shall not be obligated to indemnify and defend HN for any negligence or willful misconduct of HN, whether passive or active (including its officers, employees and agents); and HN shall indemnify, defend and hold harmless THE CITY for said negligent or willful misconduct of HN.
3. The indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against HN (including its officers, employees and agents) for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ACKNOWLEDGEMENT OF AGREEMENT

FOR THE CITY OF CHARLEVOIX

Mark L. Heydlauff
City Manager

Date

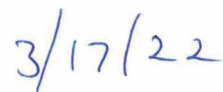
Sarah Dvoracek
City Clerk

Date

FOR HOUSING NORTH



Carlin Smith
President



Date

SCOPE OF WORK

Housing North staff will provide professional services to communities in Charlevoix County to conduct the following activities, pursuant to a partnership with the City of Boyne City, City of Charlevoix, City of East Jordan, and County of Charlevoix.

- *Coordinate and convene local housing networks and partners.* Coordinate meetings, agendas, and follow-up for local housing networks, ensuring participation from and coordination with existing housing partners and initiatives.
- *Develop and implement local work plans.* Work with City staff and local housing networks to implement local goals for zoning change, advocacy, and resource development.
- *Raise awareness.* Participate in and promote the Homes for Our Future awareness campaign to businesses, local government, and other citizens.
- *Advocate locally.* Provide assistance in completing, a “Housing Ready” Checklist.
- *Identify key development sites.* Develop a database of sites and potential incentives.
- *Identify local resources for development.* Develop a database of potential investors and development partners.
- *Coordinate development partners and resources.* Provide assistance to developers and development partners including public officials, lenders, investors, and nonprofits in planning, funding, and advocating for housing development that meets local goals with activities including:
 - Third-party site plan review and/or financial review of major development proposals on behalf of local communities to assist with financial need or local development support in the form of tax abatement, infrastructure investments, land bank or brownfield incentives, or related opportunities for public-private partnerships.
 - Collaboration with local, regional and federal non-profits seeking to build, finance and market subsidized housing within the defined context of the local community.
 - Act as a single point of contact for information, tools, and partner resources for housing development and initiatives at the local level.
 - Work with partners to create new financing vehicles.

Charlevoix City Council

Consent Agenda

Title: MDOT Sponsor Contract for Airfield Paint Markings and Crack Sealing

Date: July 5, 2022

Presented By:

Background:

Charlevoix Municipal Airport will be participating in the State of Michigan Department of Aeronautics, airfield painting and crack sealing program. The program allows general aviation airports to conduct basic airfield maintenance at little to no cost to the airport. Funding for this project is through the State's Block Grant Program. The total cost of this project is \$41,029 and is being funded 100% by MDOT with no local cost share.

Recommendation:

Motion to approve Resolution No. 2022-07-02 for the execution of Contract No. 2022-0764 with Michigan Department of Transportation for a Federal/State/Local Airport project which includes the airfield paint markings and crack sealing.

Attachments:

1. Resolution 2022-07-02 Airfield Painting and Crack Sealing Sponsor Contract
2. MDOT & City of Charlevoix Contract for a Federal/State/Local Airport Project Under the Block Grant Program
3. Charlevoix 2022-0764 Sponsor Certifications 3

**CITY OF CHARLEVOIX
RESOLUTION NO. 2022-07-02**

EXECUTION OF SPONSOR CONTRACT WITH THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION FOR A
FEDERAL/STATE/LOCAL AIRPORT PROJECT
(Federal Project No. B-26-0017-0721 MDOT Contract No. 2022-0764)

WHEREAS, the City is entering into a contract with the State of Michigan Department of Transportation for the Airfield Paint Markings and Airfield Crack Sealing and;

WHEREAS, the Contract agreement will be in the amount of forty-one thousand and twenty nine dollars (\$41,029.00) with the contract agreement funding breakdown of 100% Federal, 0% State (MDOT) and 0% Local match.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the MDOT Sponsor Contract agreement after review by City Staff and the City Attorney.

RESOLVED this 5th Day of July 2022 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

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

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

PROJECT DESCRIPTION:

Rehab Rwy - Airfield Paint Markings (2022 Statewide - JN 216098) Seal Rwy Pavement Surface/Joints - Airfield Crack Sealing (2022 Statewide - JN 214548)

Recitals:

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

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

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

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

The parties agree that:

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

THE SPONSOR WILL:

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

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

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

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

that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.
- The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.
- In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.
7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

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

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

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

IT IS FURTHER AGREED THAT:

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

Federal Share	\$41,029
Maximum MDOT Share	\$0
SPONSOR Share	<u>\$0</u>
<i>Estimated</i> PROJECT COST	\$41,029

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

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

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

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

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

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

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

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

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

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

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.
18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:

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

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.
20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the

performance of this Contract subsequently appears in the register during the performance period of this Contract.

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

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

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

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

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

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

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



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

CITY OF CHARLEVOIX

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

The logo for the Michigan Department of Transportation (MDOT) is displayed in the background. It features a green silhouette of the state of Michigan on the left, followed by the letters "MDOT" in a large, blue, serif font. Below "MDOT", the words "Michigan Department of Transportation" are written in a smaller, green, sans-serif font.

EXHIBIT 1**CHARLEVOIX MUNICIPAL AIRPORT
CHARLEVOIX, MICHIGAN**

Project No. B-26-0017-0721
Job No. 214548 and 216098

June 8, 2022

	Federal	State	Local	Total
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$41,029	\$0	\$0	\$41,029
Rehab Rwy - Airfield Paint Markings (2022 Statewide - JN 216098)	\$27,169	\$0	\$0	\$27,169
Seal Rwy Pavement Surface/Joints - Airfield Crack Sealing (2022 Statewide - JN 214548)	\$13,860	\$0	\$0	\$13,860
TOTAL PROJECT BUDGET	\$41,029	\$0	\$0	\$41,029
	100.00%	0.00%	0.00%	

Federal Billing Breakdown:

Bill #1 \$41,029 SBGP 12321 Grant Award Date: 8/9/21

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

Period of Performance End Date: 11/15/22

MAC Approval: 06/08/22

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

1. Does this project receive Federal funds? Yes
2. Recipient's Name: City of Charlevoix
3. Recipient's DUNS Number: DUNS 05-627-5076 / UEI VLWJCQ69RJU3
4. Amount of Federal funds: \$41,029
5. Federal Grant Number(s): SBGP 12321
6. Grant Award Date(s): 8/9/2021
7. MDOT Project Number: B-26-0017-0721
8. Project Description: Rehab Rwy - Airfield Paint Markings
Seal Rwy Pavement Surface/Joints - Airfield Crack Sealing
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-123-2021
11. Federal Award Date: 8/9/2021
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 11/15/2022
14. Amount of Federal Funds obligated by this action: \$41,029
15. Total amount of Federal Funds obligated: \$41,029
16. Total amount of the Federal award: \$41,029
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Paul Ajegba
Michigan Department of Transportation
425 West Ottawa Street

Lansing, MI 48909

19. Is this a Research and Development award? No

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

ATTACHMENT 1

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 12

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

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

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

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

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

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

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B

(Aeronautics)

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

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

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

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. **Incorporation of Provisions.** The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

APPENDIX F

GENERAL CONDITIONS

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

APPENDIX F

9. Suspension or Debarment.

The State must:

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

The Subgrantee must:

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

10. Ban on Texting When Driving.

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

APPENDIX F

11. Trafficking in Persons.

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

12. Exhibit A Included with Grant Application. The Exhibit “A” updated 2/16/2012, submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

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

14. Audits for Public Sponsors.

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

APPENDIX F

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

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

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

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

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

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

APPENDIX F

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

17. Land Acquisition.

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

APPENDIX F

Special Conditions

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

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
Airport	Pavement Exceeding \$500,000	<u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u> The Sponsor agrees to: a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA. c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement. d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
Airport	Pavement maintenance	<u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
Airport	RPZ Acquisition	<u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	<u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	<u>BUILDING AIP PRORATION:</u> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.
Airport or Noise	Noise Land	<u>ACQUISITION OF NOISE LAND:</u> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<u>ANNUAL NOISE REPORT:</u> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	<u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	<u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions: 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

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

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

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

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

COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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



U.S. Department of
Transportation

**Federal Aviation
Administration**

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

Paperwork Reduction Act Burden Statement

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



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

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

Certification Statements

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

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

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- ☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☐ N/A

Sponsor's Certification

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

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

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

Name of Sponsor: _____

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

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

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation

**Federal Aviation
Administration**

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

Paperwork Reduction Act Burden Statement

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



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

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

Certification Statements

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

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

☐ Yes ☐ No ☐ N/A

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

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

☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☐ N/A

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

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

☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☐ N/A

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

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☐ N/A

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

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

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

Name of Sponsor: _____

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

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

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation

**Federal Aviation
Administration**

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

Paperwork Reduction Act Burden Statement

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



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

Sponsor:

Airport:

Project Number:

Description of Work:

Application

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

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

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

Certification Statements

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

☐ Yes ☐ No
2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Sponsor's Certification

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

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

Name of Sponsor: _____

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

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

Signature of Sponsor's Authorized Official: _____

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

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: July 5, 2022

Presented By:

Background:

A. 2023 Infrastructure Projects

We met this week with representatives of DTE Energy on their plans for installation of the gate valve equipment in the alley between Clinton and Mason Streets. While this work will begin in 2022 (later this summer), the bulk of their improvements to the natural gas system in Charlevoix will occur next spring. We have been working toward an update to Mason Street between State and Bridge and the adjacent parking lot. We now know that DTE will be adding a gas main in this same block which will be a good additional coordination of underground activities. At this point, DTE is finalizing plans for a large gas main which will be installed with directional boring under the channel and under the Bridge Street corridor. There will be some traffic shifts but traffic will remain open during the couple weeks of the project in early spring; I indicated an inclination to permit up to 24/7 construction in order to expedite this portion of the project when it will be least disruptive to our downtown. As this project develops further, I'll keep you informed.

Recommendation:

Attachments:

1. DDA/MMS Meeting Minutes 05/23/2022

City of Charlevoix
Downtown Development Authority and Main Street Meeting minutes
Monday, May 23, 2022 - 5:30 PM
Council Chambers, City Hall

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair: Maureen Owens

Members Present: Sean Bradley, Kirby Dipert, Liam Dreyer, Anne Oosthuizen, Paul Silva, Ron Way

Members Absent: Sam Bingham, Luther Kurtz

City Staff: Lindsey Dotson, Executive Director

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

Director Dotson stated that they needed to pass around the Closed Session minutes for everyone to view to be a part of the Consent Agenda approval. Member Dipert stated that in the Closed Session minutes it referred to them as Council rather than the DDA Board.

Motion by Member Bradley, second by Member Dipert to amend the agenda to include the Closed Session minutes from April 25, 2022 as Item C of the Consent Agenda. **Motion carried by unanimous voice vote.**

Motion by Member Bradley, second by Member Silva to approve the Consent Agenda as amended. **Motion carried by unanimous voice vote.**

A. Minutes

- Regular Meeting Minutes April 25, 2022
- Work Session Meeting Minutes May 4, 2022

B. Monthly Report

The Main Street Progress Report was submitted to the MEDC for April of 2022.

C. Closed Session Meeting Minutes April 25, 2022

6. Reports

A. Director's Report

Lindsey Dotson, Main Street DDA Director

Director Dotson stated she had not heard back from anyone interested in attending the Michigan Downtown Association workshop on June 3, 2022 and she still has tickets available.

Director Dotson stated Thursday, May 26, 2022, there will be the third Sustainable Built Environment Initiative meeting for Bridge Street with focused conversation at the Library at 5:30 p.m.

7. Old Business

A. Election of Officers

Lindsey Dotson, Main Street DDA Director

Motion by Member Dipert, second by Member Silva to nominate Maureen Owens for Chair for a one-year term ending in April of 2023. **Motion carried by unanimous voice vote.**

Motion by Chair Owens, second by Member Way to nominate Kirby Dipert for Vice Chair for a one-year term ending in April of 2023. **Motion carried by unanimous voice vote.**

Chair Owens stated the Executive Committee consisted of herself, Mayor Kurtz, Member Dipert and they needed one more member and Member Way agreed to continue to serve on the Committee, the board concurred.

B. Charlevoix DDA Board Goals Recap

Lindsey Dotson, Main Street DDA Director

Chair Owens stated in reference to the City packet that was included about the alley corridor (Mason to Clinton Street design) that it would be a great opportunity for the DDA to look at the alley from Hoop Skirt Alley to Clinton to possibly add public restrooms at the parking lot location near the dumpster. Chair Owens requested Director Dotson to create a cost proposal for adding restrooms to that location, board concurred.

Motion by Member Dreyer, second by Member Silva to adopt DDA goals and programming as presented and review progress quarterly. **Motion carried by unanimous voice vote.**

8. New Business

A. Accreditation - Self Assessment

Lindsey Dotson, Main Street DDA Director

Director Dotson stated she conducted a self assessment of the DDA for the Main Street accreditation. She stated the Main Street America Community Evaluation process was not due until the end of August, but she wanted to get started on the process before summer. Chair Owens suggested that the Board members take time to review the scores and discuss them at the June meeting.

9. Public Comment

10. Request for Future Agenda Items

11. Board Comments

12. Adjourn

The meeting was adjourned at 6:00 p.m.

Sarah J. Dvoracek/fgm City Clerk

Maureen Owens Chair

CHARLEVOIX MAIN STREET MISSION

The mission of the Charlevoix Main Street program is to strengthen the year-round economic vitality of our vibrant historic business district through community efforts, events, and public/private partnerships while fostering a sense of community pride and ownership.

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: July 5, 2022

Presented By:

Background:

Recommendation:

Attachments:

None