



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, May 4, 2020- 6:00 PM
Virtual Meeting via Zoom (instructions on the agenda)

- 1. Pledge of Allegiance**
 - A. Zoom Access Information
- 2. Roll Call**
- 3. Inquiry Regarding Conflicts of Interest**
- 4. Consent Agenda**
 - A. City Council Meeting Minutes - April 20, 2020
 - B. Accounts Payable and Payroll Check Registers
 - C. Garden Plot Fee Waiver
 - D. Fuel Farm Sponsor Contract
 - E. Approval of Pavement Marking Proposal
 - F. Approval of 2020 Restroom Cleaning Proposal
- 5. Actions Laid Upon the Table**
 - A. Amend Council Rules of Procedure: Remote Participation
Mark L. Heydlauff, City Manager
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Brookside Chapel Restoration: Phase I
Bob Bomier, PE; Mark L. Heydlauff, City Manager
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**
- 10. Adjourn**

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

CHARLEVOIX CITY COUNCIL

Pledge of Allegiance

TITLE: Zoom Access Information

DATE: May 4, 2020

BACKGROUND:

This meeting is held as a Zoom Meeting pursuant to Governor Whitmer's Executive Order.

Topic: Charlevoix City Council Meeting for May 4, 2020

Time: May 4, 2020 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/93935465091?pwd=RFV3QXB0RFV6WGVsSHhqcm5KNnhSdz09>

Meeting ID: 939 3546 5091

Password: CVX5420

One tap mobile

+13126266799,,93935465091#,,1#,930074# US (Chicago)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 939 3546 5091

Password: 930074

Find your local number: <https://zoom.us/u/aednkGapXZ>

Special accommodations can be made for people with disabilities upon request by contacting the City Clerk at (231) 547-3250.

Persons wishing to make a comment may use the raise hand feature and those who have dialed in may wait and the Mayor will call on you to give you a chance to speak. There is no obligation to speak but the opportunity is accorded to you. The Michigan Attorney General has issued a reminder of the criminality of those who attempt to use virtual public meetings to air lewd comments and images.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - April 20, 2020

DATE: May 4, 2020

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- ▣ Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, April 20, 2020 – 6:00 p.m.
Virtual Meeting Held via Zoom

The meeting was called to order at 6:00 p.m. by Mayor Kurtz.

1. Pledge of Allegiance

2. Roll Call

Mayor: Luther Kurtz
Members Present: Greg Bryan, Shane Cole, Aaron Hagen, Janet Kalbfell, Tom Oleksy, Brian Slater
Members Absent: None
City Manager: Mark L. Heydlauff
City Clerk: Joyce Golding

3. Presentations

- A. Sexual Assault Awareness Month April 2020
The Mayor read a proclamation declaring April as Sexual Assault Awareness Month.

4. Inquiry Regarding Conflicts of Interest

Hagen disclosed that his sister is the Chamber President, but Council felt there was no conflict.

5. Consent Agenda

All items listed under Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- A. City Council Meeting Minutes – March 16, 2020
- B. City Council Special Meeting Minutes – April 3, 2020
- C. City Council Special Meeting Minutes – April 4, 2020
- D. City Council Special Meeting Minutes – April 13, 2020
- E. Accounts Payable and Payroll Check Registers
 - a. Regular Accounts Payable Check Register – April 21, 2020
 - b. Special Accounts Payable Check Register – March 19, 2020
 - c. Special Accounts Payable Check Register – March 25, 2020
 - d. Special Accounts Payable Check Register – April 7, 2020
 - e. Special Accounts Payable Check Register – April 7, 2020
 - f. ACH Payments – March 13, 2020 to April 17, 2020
 - g. Payroll Check Register – March 20, 2020
 - h. Payroll Transmittal – March 20, 2020
 - i. Payroll Check Register – April 3, 2020
 - j. Payroll Transmittal – April 3, 2020
 - k. Payroll Check Register – April 17, 2020
 - l. Payroll Transmittal – April 17, 2020
- F. Annual Poverty Exemption Resolution

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-04-01

ESTABLISH POLICY AND GUIDELINES FOR USE BY THE BOARD OF REVIEW FOR GRANTING POVERTY EXEMPTIONS

WHEREAS, MCL 211.7u and State Tax Commission Bulletin 6 of 2017 requires the Charlevoix City Council to annually adopt a policy, including an asset test, used to approve or deny poverty exemptions; and

WHEREAS, the principal residence of persons, who the City of Charlevoix Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of Charlevoix, Charlevoix County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1. Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2. File a claim with the City Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year or a signed State Tax Commission Form 4988, Poverty Exemption Affidavit.

3. *File a claim reporting that the combined assets of all persons (except those exempt from consideration as listed below) do not exceed one-half the current federal poverty income guidelines.*
 - a. *Assets exempt from consideration in determining eligibility for poverty exemption are the applicant's principal residence, one motor vehicle per working adult, essential household goods, personal assets of any nature with a total value up to one-half the annual federal poverty income guidelines listed below.*
 - b. *Assets the Board of Review can consider include but are not limited to, real estate other than the principal residence, personal property, motor vehicles other than one vehicle per working adult, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.*
4. *Produce a valid driver's license or other form of identification if requested.*
5. *Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.*
6. *Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.*
7. *The application for an exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.*

The following are the **2020** federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

FEDERAL POVERTY GUIDELINES USED IN THE DETERMINATION OF POVERTY EXEMPTIONS

Number of Persons	2020 Income Limit
1 (owner)	\$12,760
2	\$17,240
3	\$21,720
4	\$26,200
5	\$30,680
6	\$35,160
7	\$39,640
8	\$44,120
more than 8 persons, add \$4,480 each additional person	

NOW THEREFORE BE IT RESOLVED, that the City Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying any exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

RESOLVED this 20th day of April, 2020 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

- G. Resolution to Amend City Street Plan to Include Desh Way

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-04-02
AMEND CITY STREET PLAN TO INCLUDE DESH WAY

WHEREAS, the City of Charlevoix City Code requires that the naming of any new street be done by resolution; and

WHEREAS, developers are placing two units on a private drive off of W. Carpenter at Grant Street.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix hereby amends the City Street Plan to include a roadway named Desh Way.

RESOLVED this 20th day of April, 2020 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

- H. Stock Supply Request for Electric Department: \$24,965.68

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Motion by Kalbfell, second by Cole to approve the Consent Agenda.

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

6. Public Hearings & Actions Requiring Public Hearings

A. Schedule Public Hearing: Right-of-Way Construction Activities Ordinance

City Manager Heydlauff recalled that Council requested a review of our rules for dumpsters in the street, private construction across sidewalks and other related rules. He noted that the draft ordinance makes several amendments to the City Code related to private construction activities involving public spaces.

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Bryan, second by Kalbfell to set a Public Hearing for Ordinance 818 of 2020 for 6 p.m. on June 1, 2020 in the Council Chambers of City Hall.

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

7. All Other Actions & Requests

A. Visit Charlevoix Promotion Agreement

City Manager Heydlauff stated that the City and Visit Charlevoix have long had a cooperative relationship. The agreement presented re-frames the relationship away from participation in the Pure Michigan campaign, looking instead at the recreational assets of the City that are desirable for visitors. Amanda Wilkin, Visit Charlevoix, answered questions from Council.

Mayor Kurtz opened the item to public comment and two comments were heard.

Motion by Hagen, second by Cole to authorize the City Manager to sign the memorandum of understanding between Visit Charlevoix and the City of Charlevoix [providing \$7,500 toward marketing].

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

B. Chamber of Commerce Partnership Agreement

City Manager Heydlauff stated that the City and the Chamber of Commerce have long had a mutually beneficial relationship for marketing the Charlevoix area. The two-year renewable agreement focuses efforts on housing and job creation. Sarah Hagen, Chamber President, answered questions from Council.

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Kalbfell, second by Oleksy to authorize the Mayor and City Manager to sign the partnership agreement between the City of Charlevoix and the Charlevoix Area Chamber of Commerce [providing \$7,500 in funding].

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

C. Amend Council Rules of Procedure: Remote Participation Resolution 2020-05-01

City Manager Heydlauff stated that late in March, Governor Whitmer acted by Executive Order to allow public meetings like Council meetings be conducted via all remote methods due to the coronavirus pandemic. He stated that the draft amendment to Council's Rules of Procedure would not permit on-going remote meetings such as we have recently held since this would violate the Open Meetings Act. It would, however, permit members to participate remotely so long as a quorum could be constituted in the meeting room. This may be necessary for those members who may be faced with a stay-at-home requirement. After discussion, Council agreed to amend the proposed resolution to include accountability.

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Kalbfell, second by Cole to lay Resolution 2020-05-01 on the table as amended.

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

D. Mayoral Appointments

Mayor Kurtz opened the item to public comment and none was heard.

Motion by Kalbfell, second by Hagen to reappoint Mitts Lee to the Housing Commission, term expiring April 2025.

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

Motion by Kalbfell, second by Hagen to reappoint R.J. Waddell to the Planning Commission, term expiring April 2023.

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

Motion by Kalbfell, second by Hagen to reappoint Dennis Halverson to the Planning Commission, term expiring April 2023.

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

Motion by Kalbfell, second by Oleksy to reappoint Toni Felter to the Planning Commission, term expiring April 2023.

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

Motion by Kalbfell, second by Cole to appoint David Levy to the Shade Tree & Park Commission, term expiring December 2022.

Yeas: Cole, Slater, Oleksy, Bryan, Kalbfell, Hagen

Nays: None

8. Reports & Communications

A. Public Comments

B. City Manager Comments

- Thanks to Staff working through the crisis; seasonal hiring is being postponed for now
- RFP for spring/fall cleanup of large waste items in the near future

C. Mayor & Council Comments

- Mayor Kurtz introduced a committee that will decide how to provide consistent, responsible messaging for visitors when Charlevoix re-opens after the pandemic
- Council collectively thanked essential workers
- Cole stated he will not be running for re-election and will be supporting candidate Phil Parr

9. Other Council Business

10. Adjourn

The Mayor adjourned the meeting at 7:20 p.m.

Joyce M. Golding	City Clerk	Luther Kurtz	Mayor
Special Accounts Payable – 03/19/2020			
AT&T	4,811.29	PRIORITY HEALTH	41,608.43
AT&T LONG DISTANCE	96.17	RANGE TELECOMMUNICATIONS	193.90
CHARLEVOIX STATE BANK	3,309.75	STANDARD INSURANCE CO	2,677.50
CHARLEVOIX TOWNSHIP	32.04	VERIZON WIRELESS	56.72
CHARTER COMMUNICATIONS	912.73	VSP INSURANCE CO. (CT)	559.13
DELTA DENTAL	3,524.12	WEX BANK	760.64
GREAT LAKES ENERGY	330.28	TOTAL	65,446.25
HOLIDAY COMPANIES	6,127.82		
MONEY LIFE INSURANCE	445.73		
Special Accounts Payable – 03/25/2020			
CHARLEVOIX STATE BANK	942.30	TOTAL	1,496.73
HARTFORD, THE	554.43		
Special Accounts Payable – 04/07/2020			
ACCESS LOCKSMITHING INC	1,862.84	BELL EQUIPMENT COMPANY	29.78
AIRGAS USA LLC	66.79	BLUE BOOK	16.95
ALL-PHASE ELECTRIC SUPPLY CO.	387.70	BOB MATHERS FORD	489.00
ALLSHRED SERVICES	200.85	BOUND TREE MEDICAL LLC	461.07
AMERICAN LEGAL PUBLISHING CORP	3,069.00	BRADFORD'S	45.50
AMERICAN WASTE INC.	93.52	BRADLEY, KELLY R.	150.00
ANDERSON, ELIZABETH A.	50.00	BRADY'S CARPET CLEANING	536.50
ANZELL, BETH A.	50.00	BREWER, JOHN	1,120.00
ASPEN WIRELESS	1,056.00	BUREAU OF COMMUNITY & HEALTH	200.00
AT YOUR SERVICE PLUS INC	505.21	CCI SOUTH LLC	52.50
AVFUEL CORPORATION	7,864.60	CCP INDUSTRIES INC	282.44
AVSURANCE CORPORATION	4,725.00	CDW GOVERNMENT INC.	1,333.99
BARON TITLE	98.01	CHARLEVOIX ROD & GUN CLUB	65.00
BARTLETT'S HOME INTERIORS INC.	1,256.00	CHARLEVOIX SCREEN MASTERS INC	131.95
BASES	40.00	CHARLEVOIX TOWNSHIP	69.99
BEAVER ISLAND BOAT CO	4,093.69	CHEMICAL SYSTEMS INC.	3,480.00
BEHAN WINDOW CLEANING	105.00	CINTAS	30.00

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DeROSIA, PATRICIA E.	50.00	MERIT NETWORK INC	787.50
DETROIT PUMP & MFG CO	5,426.43	MICHAEL MURPHY IV PHOTOGRAPHY	300.00
DIGITAL DOLPHIN	215.00	MICHIGAN CAT	185.17
DOAN, GERARD P.	50.00	MICHIGAN ELECTION RESOURCES	169.47
DORAN, JUSTIN J.	50.00	MICHIGAN MUNICIPAL LEAGUE	15,560.69
DOTSON, LINDSEY J.	504.65	MILLER, WILLIAM S.	50.00
DRAVES, MARTIN J.	150.00	MORRISON, KEVIN P.	150.00
DROST LANDSCAPE INC.	4,566.80	MUNSON HEALTHCARE CHX HOSPITAL	748.08
EATON, BRAD A.	150.00	MURRAY'S CREATIONS	125.00
ECONO SIGNS LLC	1,221.60	NEWMAN, MARK J.	150.00
E-CONOLIGHT	419.96	NORTH COAST FASTENERS LLC	9.64
EDGEWATER RESOURCES LLC	745.75	NORTHERN CREDIT SERVICES	787.87
ELLIOTT, PATRICK M.	200.00	NORTHERN MICHIGAN MEDCENTER-S	321.00
ELLSWORTH FARMER'S EXCHANGE	84.00	OLESON'S FOOD STORES	25.00
EMERGENCY MEDICAL PRODUCTS INC	107.69	PARASTAR INC.	276.90
FARRELL, MITCHELL L.	150.00	PAUL'S METER TESTING LLC	1,964.15
FASTENAL COMPANY	243.18	PERFORMANCE ENGINEERS INC	6,671.50
FERGUSON, ROYCE L	150.00	PLUNKETT & COONEY	620.00
FISHER SCIENTIFIC	680.54	POWER LINE SUPPLY	3,774.58
GALLS AN ARAMARK COMPANY	102.00	PRO WEB MARKETING LLC	20.00
GOLDING, JOYCE M.	222.90	PURITY CYLINDER GASES INC	199.72
GOVERNMENT FINANCE	160.00	QUALITY CAR & TRUCK REPAIR INC	9,953.72
GRAND TRAVERSE CONSTRUCTION LLC	116,023.75	QUICK CARE MEDICAL CENTER	276.00
GRANICUS	12,471.00	RCL CONSTRUCTION CO INC	312,554.83
GREAT LAKES PIPE & SUPPLY	34.73	RON'S AUTO & WRECKER	297.50
HACH COMPANY	1,606.51	RS&H MICHIGAN INC	2,350.00
HANKINS, SCOTT A.	50.00	SCHWARTZFISHER, JOSEPH L.	150.00
HART II, DELBERT W.	150.00	SHANAHAN, CHERYL J.	50.00
HEYDLAUFF, MARK L.	50.00	SILVA, JESSE L.A.	191.45
HILLING, NICHOLAS A.	150.00	STATE OF MICHIGAN	747.89
HYDE SERVICES LLC	330.72	STEPHENS, LYON G.	50.00
IDEXX DISTRIBUTION INC.	1,260.25	STEVENS, BRANDON C.	150.00
INDEPENDENT DRAFTING SERVICES	2,546.00	STRYKER SALES CORPORATION	27,297.60
JOHN E. GREEN COMPANY	1,306.34	SUMMIT COMPANIES	360.00
JOHNSON, MELISSA A.	50.00	SUPERIOR MECHANICAL	2,752.00
JONES, ROBERT F.	150.00	TAYLOR 12501 LLC	4,417.50
KLOOSTER, ALIDA K.	50.00	TELE-RAD INC	77.99
KLOOSTER, PATRICK H.	50.00	THORP JR, WILLIAM D.	150.00
KNORR, KENT J.	50.00	TIGER SCORECARD COMM	1,046.00
KSS ENTERPRISES	618.05	TRADEMARK PROPERTIES LLC	10,000.00
LAVENDER, JOSEPH E.	50.00	USA BLUE BOOK	1,296.02
LAVOIE, RICHARD L.	150.00	VILLAGE GRAPHICS INC.	1,802.94
LEELANAU COFFEE ROASTING CO INC	188.10	WHITLEY, ANDREW T.	150.00
LEITNER, RYAN S.	150.00	WILSON, TIMOTHY J.	150.00
LIVINGSTON, BRIAN D.	50.00	WORK & PLAY SHOP	147.48
LYNSKEY, JAYNE	290.85	WURST, RANDALL W.	200.00
MACGREGOR PLUMBING & HEATING	639.00	WYMAN, MATTHEW A.	50.00
MAYER, SHELLEY L.	200.00	XEROX FINANCIAL SERVICES	168.84
MCGINN, KELLY A.	50.00	ZACHARIAS, STEVEN B.	150.00
MCMASTER-CARR	116.94	TOTAL	599,957.51
MCMULLEN, DONALD R.	1,401.26		
MDC CONTRACTING LLC	20.60		
MEIER III, CHARLES A.	150.00		

Special Accounts Payable – 04/07/2020

TELNET GROUP, INC	34,711.00	TOTAL	34,711.00
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Regular Accounts Payable – 04/21/2020

ACCUMED GROUP, THE	2,724.98	CEDAM	6,000.00
ACE HARDWARE	4,394.21	CHARLEVOIX ESTATES PARTNERS	29.93
AIRGAS USA LLC	71.15	CINTAS	39.39
ALL-PHASE ELECTRIC SUPPLY CO.	38.61	CITY OF CHARLEVOIX - UTILITIES	36,662.95
AMERICAN WASTE INC.	820.00	DIGITAL DOLPHIN	219.95
AMERIGAS PROPANE LP	274.19	DORNBOSS SIGN INC.	40.46
AUTO VALUE	690.05	DUNKEL EXCAVATING SERVICES INC.	2,670.00
AVFUEL CORPORATION	11,443.10	ELECTIONSOURCE	642.58
BLARNEY CASTLE OIL CO	702.72	ELHORN ENGINEERING COMPANY	815.00
BOUND TREE MEDICAL LLC	931.08	ELLSWORTH FARMER'S EXCHANGE	1,084.51
BRADFORD'S	35.75	EMERGENCY MEDICAL PRODUCTS INC	69.50
CARQUEST OF CHARLEVOIX	881.16	ETNA SUPPLY	623.00
CCE OFFICE OF EMERGENCY MGMT	100.00	FAMILY FARM & HOME	628.76
CDW GOVERNMENT INC.	655.11	FEYEN ZYLSTRA LLC	64,698.50

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FISHER SCIENTIFIC	467.12	PARASTAR INC.	558.43
FREEDOM MAILING SERVICES INC.	2,313.51	PENINSULA FIBER NETWORK LLC	1,235.16
GINOP SALES INC	26.60	PETTIBONE, DALE	38.36
GRAINGER	480.23	POWER LINE SUPPLY	6,725.71
GRAND TRAVERSE CONSTRUCTION LLC	40,885.47	PREIN & NEWHOF	742.00
GRAND TRAVERSE DIESEL INC.	253.86	PURITY CYLINDER GASES INC	203.75
GRANICUS	4,950.00	PVS TECHNOLOGIES INC	6,715.17
HACH COMPANY	305.45	QUALITY CAR & TRUCK REPAIR INC	218.60
HARP, JOHN	75.00	QUILL CORP	1,063.66
HYDRO CORP	539.50	RANGE TELECOMMUNICATIONS	180.00
INDEPENDENT DRAFTING SERVICES	2,470.00	RCL CONSTRUCTION CO INC	233,714.37
JOHN E. GREEN COMPANY	3,570.00	RECORD AUTOMATIC DOORS INC	1,021.20
KENNEDY INDUSTRIES INC	13,838.30	RESOLUTION G2 LLC	907.50
KSS ENTERPRISES	5,062.53	SIGMA-ALDRICH INC.	411.79
MAMA T'S COMMERCIAL CLEANING	855.00	SPARTAN STORES LLC	23.52
MARVIN, GARY	75.00	SPOK INC	798.32
MCCARDEL CULLIGAN-PETOSKEY	50.50	STATE AND MASON LLC	1,000.00
MCMULLEN, DONALD R.	354.02	STATE INSTALLATION & SERVICE	1,933.00
MICHIGAN MUNICIPAL LEAGUE	45.36	STATE OF MICHIGAN	30.00
MICHIGAN OFFICEWAYS INC	494.67	STRYKER SALES CORPORATION	921.98
MUTT MITT	1,033.38	SYSTEMS SPECIALISTS INC	3,080.00
N M A C P	75.00	TELREPCO	545.00
NAVIA BENEFIT SOLUTIONS	50.00	U S BANK	500.00
NCL OF WISCONSIN INC.	299.99	UNIFIRST CORPORATION	1,088.57
NORTH CENTRAL MICHIGAN COLLEGE	1,182.50	UPPER CASE PRINTING INK.	160.54
NORTHERN MICHIGAN REVIEW INC.	288.76	USA BLUE BOOK	1,913.90
NW MI COG	24,345.00	VILLAGE GRAPHICS INC.	104.05
OHM ADVISORS	33,998.60	WORK & PLAY SHOP	1,707.93
OLSON BZDOK & HOWARD	5,561.85	TOTAL	549,957.51
ONE BEAT CPR	435.00		
O'REILLY AUTOMOTIVE INC	46.16		

ACH Payments – 03/13/2020 to 04/17/2020

DTE ENERGY	8,235.38	VANTAGEPOINT (457 ICMA PLAN)	19,995.02
MI PUBLIC POWER AGENCY	32,824.08	VANTAGEPOINT (ROTH IRA)	1,286.52
IRS (PAYROLL TAX DEPOSIT)	38,735.17	MI PUBLIC POWER AGENCY	16,858.19
ALERUS FINANCIAL (HCSP)	350.00	PAYMENT SERVICE NETWORK	244.10
STATE OF MI (WITHHOLDING TAX)	5,750.20	STATE OF MI (SALES TAX)	18,798.60
VANTAGEPOINT (401 ICMA PLAN)	858.02	DTE ENERGY	6,699.77
VANTAGEPOINT (457 ICMA PLAN)	19,358.04	MI PUBLIC POWER AGENCY	13,655.89
VANTAGEPOINT (ROTH IRA)	1,286.52	IRS (PAYROLL TAX DEPOSIT)	41,411.35
MERS (DEFINED BENEFIT PLAN)	51,630.98	ALERUS FINANCIAL (HCSP)	350.00
MI PUBLIC POWER AGENCY	20,993.08	STATE OF MI (WITHHOLDING TAX)	5,914.85
MI PUBLIC POWER AGENCY	174,199.20	VANTAGEPOINT (401 ICMA PLAN)	858.02
MI PUBLIC POWER AGENCY	12,251.05	VANTAGEPOINT (457 ICMA PLAN)	20,459.65
PROXIMITY SPACE INC	99.00	VANTAGEPOINT (ROTH IRA)	1,286.52
IRS (PAYROLL TAX DEPOSIT)	42,849.30	MERS (DEFINED BENEFIT PLAN)	49,521.67
ALERUS FINANCIAL (HCSP)	350.00	TOTAL	614,182.85
STATE OF MI (WITHHOLDING TAX)	6,214.66		
VANTAGEPOINT (401 ICMA PLAN)	858.02		

Payroll Net Pay – Check Date 03/20/2020

FLANDERS, FRANCIS B.	132.14	SCHICK, TIELER R.	627.95
BRYAN, BRENDA L.	138.52	MATELSKI, KRISTEN L.	1,299.58
HEYDLAUFF, MARK L.	2,724.04	WURST, RANDALL W.	1,526.74
GOLDING, JOYCE M.	1,842.02	MAYER, SHELLEY L.	1,747.71
DEROSIA, PATRICIA E.	1,345.02	HILLING, NICHOLAS A.	1,399.00
DOTSON, LINDSEY J.	1,391.56	MEIER III, CHARLES A.	1,277.46
KLOOSTER, ALIDA K.	1,723.23	ZACHARIAS, STEVEN B.	1,287.72
GOLOVICH, KAREN J.	985.70	NEWMAN, MARK J.	931.35
BARNEVELD, RICHELLE L.	1,140.77	SWEM, DONALD L.	2,297.00
SPENCLEY, PATRICIA L.	1,537.69	EATON, BRAD A.	2,995.24
MILLER, FAITH G.	63.60	WILSON, TIMOTHY J.	2,612.79
MCGINN, KELLY A.	2,042.30	LAVOIE, RICHARD L.	2,225.14
LAVENDER, JOSEPH E.	1,695.43	STEVENS, BRANDON C.	2,986.67
DOAN, GERARD P.	2,358.46	DRAVES, MARTIN J.	2,282.58
UMULIS, MATTHEW T.	1,327.37	ANDERSON, ELIZABETH A.	1,234.58
HANKINS, SCOTT A.	1,952.26	KENWABIKISE, DAVID L.	1,097.59
ORBAN, BARBARA K.	1,121.28	ELLIOTT, PATRICK M.	2,333.20
FLICKEMA, ANDREW M.	1,376.72	SCHWARTZFISHER, JOSEPH	986.07
RILEY, DENISE M.	477.67	BRADLEY, KELLY R.	1,816.89
MUNK, CHRISTOPHER J.	1,555.36	HART II, DELBERT W.	1,467.54

DRAFT

JONES, ROBERT F.	1,210.82	WHEELER, MICHAEL W.	1,022.44
FARRELL, MITCHELL L.	1,356.93	CORNELL, BRITTA J.	224.87
THORP JR, WILLIAM D.	1,341.26	MISHLER, MICHAEL. J.	1,448.10
LEITNER, RYAN S.	1,473.58	AZZOPARDI, ANTHONY J.	1,702.94
FERGUSON, ROYCE L.	683.58	DEKORNE, ELIZABETH A.	113.65
KNORR, KENT J.	1,920.23	MCCRANEY, RUSSELL R.	159.68
ANZELL, BETH A.	1,293.68	DIETZ, AMANDA M.	849.54
BOSS, SHERRY M.	418.10	MOORE, SASHA L.	584.46
DOE-NIMPHIE, SETH K.	139.58	WELLS, JANINNA J.	42.28
REDMAN, SEAN M.	139.58	MOYER, NATHAN I.	583.19
PORATH, JACOB P.	174.27	SPREEMAN, ASHLEY M.	493.91
WHITLEY, NICHOLAS J.	193.82	FAULKNER, CHRISTOPHER J.	820.88
WHITE III, MARCUS W.	48.45	CARLSON, JOANNE E.	144.00
BERTINELLI, DAVID P.	132.14	FRANCIS, CATHERINE A.	94.25
FOSTER, WILLIAM P.	336.78	DUERR, JANE R.	91.00
MATTACK, JEFFREY C.	432.36	GIBSON, SHIRLEY J.	96.00
MATTACK, ANNE E.	545.61	HERDER, DIANE M.	217.00
MAY, MEREDITH A.	151.69	OHALLORAN, LINDA J.	217.00
DOE-NIMPHIE, MASON K.	323.90	CURREY-KOLB, KAY E.	120.00
BOSS, BEAU J.	1,139.01	DIPERT, ANNE M.	111.00
LIVINGSTON, BRIAN D.	1,708.92	HAVEMAN, NANCY A.	108.00
WYMAN, MATTHEW A.	1,614.05	LINKLATER, LINDA K.	120.00
MILLER, WILLIAM S.	958.94	SUAREZ PAWLICKI, EMMA	207.00
DOUGLAS, MARK	868.63	TIMMS, ROBERT N	92.35
PRIOR, ERIN C.	878.61	WHITLEY, ANDREW T.	2,189.38
FRATRICK, JOSEPH W.	497.72	MORRISON, KEVIN P.	1,412.84
MCMULLEN, DONALD R.	1,762.86	BOSS JR, DALE E.	1,529.38
SILVA, JESSE L.A.	1,926.93	HILLIGAN, ABIGAIL B.	340.05
JOHNSON, MELISSA A.	1,505.59	MATTER, DAWSON K.	222.02
STEPHENS, LYON G.	1,109.95	HOLM, ARTHUR R.	1,178.99
STEVENS, JEFFREY W.	607.93	RUDOLPH, JOELLEN B.	87.00
RILEY, CASEY W.	526.53	LEFT, LILLIAN M.	60.00
JONES, LARRY M.	970.58	PICOTTE, DIANE M.	96.00
FLORE, ROBERT A.	650.28	CIUK, JULIA A.	168.00
MATZ, EMILY S.	1,295.99	TOTAL	109,152.26
MOYER, DAVID T.	169.37		
RILEY, DANIEL A.	332.87		

Payroll Transmittal – 03/20/2020

4FRONT CREDIT UNION	932.01	COMMUNICATION WORKERS OF AMER	659.38
AMERICAN FAMILY LIFE	633.18	MI STATE DISBURSEMENT UNIT	209.65
CHAR EM UNITED WAY	90.00	MONY LIFE INSURANCE	326.65
CHARLEVOIX STATE BANK	967.00	PRIORITY HEALTH	1,445.03
CHEMICAL BANK	175.00	TOTAL	5,437.90

Payroll Net Pay – Check Date 04/03/2020

KURTZ, LUTHER J.	944.27	WURST, RANDALL W.	1,170.27
HAGEN, AARON W.	720.33	MAYER, SHELLEY L.	1,778.93
OLEKSY, THOMAS M.	566.03	HILLING, NICHOLAS A.	1,707.71
KALBFELL, JANET P.	731.87	MEIER III, CHARLES A.	1,403.37
BRYAN JR, GREGORY T.	533.01	ZACHARIAS, STEVEN B.	1,305.58
SLATER, JOHN B.	140.18	NEWMAN, MARK J.	797.01
HEYDLAUFF, MARK L.	3,012.48	SWEM, DONALD L.	2,297.00
GOLDING, JOYCE M.	2,274.27	EATON, BRAD A.	2,703.24
DEROSIA, PATRICIA E.	1,143.19	WILSON, TIMOTHY J.	3,001.24
DOTSON, LINDSEY J.	1,391.56	LAVOIE, RICHARD L.	2,377.34
KLOOSTER, ALIDA K.	2,098.69	STEVENS, BRANDON C.	2,266.32
GOLOVICH, KAREN J.	985.70	DRAVES, MARTIN J.	2,246.36
BARNEVELD, RICHELLE L.	1,140.78	ANDERSON, ELIZABETH A.	1,234.58
EDWARDS, MACKENZIE R.	1,846.88	KENWABIKISE, DAVID L.	1,097.59
SPENCLEY, PATRICIA L.	1,696.20	ELLIOTT, PATRICK M.	2,333.20
MCGINN, KELLY A.	2,474.55	SCHWARTZFISHER, JOSEPH	1,275.49
LAVENDER, JOSEPH E.	1,695.43	BRADLEY, KELLY R.	1,488.76
DOAN, GERARD P.	2,358.45	HART II, DELBERT W.	1,261.22
UMULIS, MATTHEW T.	1,186.68	JONES, ROBERT F.	1,457.12
HANKINS, SCOTT A.	1,612.03	FARRELL, MITCHELL L.	1,709.10
ORBAN, BARBARA K.	1,279.65	THORP JR, WILLIAM D.	1,267.96
FLICKEMA, ANDREW M.	1,863.03	LEITNER, RYAN S.	1,403.59
RILEY, DENISE M.	405.45	FERGUSON, ROYCE L.	1,739.85
MUNK, CHRISTOPHER J.	1,806.79	KNORR, KENT J.	1,920.23
SCHICK, TIELER R.	1,201.76	ANZELL, BETH A.	1,293.68
MATELSKI, KRISTEN L.	1,299.58	MATTACK, JEFFREY C.	608.09

DRAFT

MAY, MEREDITH A.	87.21	MISHLER, MICHAEL. J.	1,118.69
BOSS, BEAU J.	1,139.01	AZZOPARDI, ANTHONY J.	1,812.15
GILL, DAVID R.	468.69	DEKORNE, ELIZABETH A.	216.36
LIVINGSTON, BRIAN D.	1,708.92	DIETZ, AMANDA M.	1,724.63
WYMAN, MATTHEW A.	1,614.05	MOORE, SASHA L.	138.01
MILLER, WILLIAM S.	1,391.20	MOYER, NATHAN I.	1,078.18
DOUGLAS, MARK	868.63	SPREEMAN, ASHLEY M.	323.11
PRIOR, ERIN C.	878.61	FAULKNER, CHRISTOPHER J.	2,162.93
FRATRICK, JOSEPH W.	239.54	COLE, SHANE	789.59
MCMULLEN, DONALD R.	3,071.76	DOAN, GERARD P.	183.11
SILVA, JESSE L.A.	2,052.63	UMULIS, MATTHEW T.	172.29
JOHNSON, MELISSA A.	1,735.68	HANKINS, SCOTT A.	175.35
STEPHENS, LYON G.	1,917.52	ORBAN, BARBARA K.	945.21
STEVENS, JEFFREY W.	183.96	FLICKEMA, ANDREW M.	169.30
RILEY, CASEY W.	477.07	MUNK, CHRISTOPHER J.	169.30
JONES, LARRY M.	525.58	WHITLEY, ANDREW T.	1,950.77
FLORE, ROBERT A.	979.79	MORRISON, KEVIN P.	1,036.46
MATZ, EMILY S.	704.32	BOSS JR, DALE E.	1,529.38
TRAVERS, MANUEL J.	132.14	HOLM, ARTHUR R.	1,178.99
RILEY, DANIEL A.	420.74	TOTAL	117,934.53
WHEELER, MICHAEL W.	910.00		

Payroll Transmittal – 04/03/2020

4FRONT CREDIT UNION	982.01	COMMUNICATION WORKERS OF AMER	659.38
4FRONT CREDIT UNION	757.00	MI STATE DISBURSEMENT UNIT	209.65
AMERICAN FAMILY LIFE	633.18	MONY LIFE INSURANCE	326.65
CHAR EM UNITED WAY	90.00	POLICE OFFICERS LABOR COUNCIL	201.00
CHARLEVOIX STATE BANK	967.00	PRIORITY HEALTH	1,445.03
CHEMICAL BANK	175.00	TOTAL	6,445.90

Payroll Net Pay – Check Date 04/17/2020

HEYDLAUFF, MARK L.	2,724.04	JONES, ROBERT F.	1,486.20
GOLDING, JOYCE M.	1,646.27	FARRELL, MITCHELL L.	1,333.65
DEROSIA, PATRICIA E.	1,509.82	THORP JR, WILLIAM D.	1,267.96
DOTSON, LINDSEY J.	1,416.28	LEITNER, RYAN S.	1,261.22
KLOOSTER, ALIDA K.	1,743.05	FERGUSON, ROYCE L.	1,590.98
GOLOVICH, KAREN J.	985.70	KNORR, KENT J.	1,946.81
BARNEVELD, RICHELLE L.	1,302.82	ANZELL, BETH A.	1,313.59
EDWARDS, MACKENZIE R.	1,295.08	MAY, MEREDITH A.	134.11
SPENCLEY, PATRICIA L.	526.30	GILL, DAVID R.	546.58
MCGINN, KELLY A.	2,077.11	LIVINGSTON, BRIAN D.	1,708.92
LAVENDER, JOSEPH E.	1,724.72	WYMAN, MATTHEW A.	1,644.11
DOAN, GERARD P.	2,397.73	MILLER, WILLIAM S.	975.51
UMULIS, MATTHEW T.	1,483.57	DOUGLAS, MARK	1,017.66
HANKINS, SCOTT A.	2,196.98	PRIOR, ERIN C.	990.14
ORBAN, BARBARA K.	1,178.65	MCMULLEN, DONALD R.	3,507.92
FLICKEMA, ANDREW M.	1,624.99	SILVA, JESSE L.A.	2,175.94
RILEY, DENISE M.	448.54	JOHNSON, MELISSA A.	1,168.04
MUNK, CHRISTOPHER J.	1,533.60	STEPHENS, LYON G.	653.19
SCHICK, TIELER R.	1,442.33	TRAVERS, MANUEL J.	2,824.00
MATELSKI, KRISTEN L.	1,344.87	STEVENS, JEFFREY W.	228.90
WURST, RANDALL W.	1,122.46	RILEY, CASEY W.	607.25
MAYER, SHELLEY L.	1,822.78	JONES, LARRY M.	832.14
HILLING, NICHOLAS A.	1,546.60	FLORE, ROBERT A.	897.61
MEIER III, CHARLES A.	1,294.53	MATZ, EMILY S.	327.02
ZACHARIAS, STEVEN B.	1,609.75	WHEELER, MICHAEL W.	1,306.36
NEWMAN, MARK J.	1,175.57	MISHLER, MICHAEL. J.	1,459.56
SWEM, DONALD L.	2,341.01	AZZOPARDI, ANTHONY J.	1,182.00
EATON, BRAD A.	2,372.81	DEKORNE, ELIZABETH A.	118.49
WILSON, TIMOTHY J.	3,298.73	DIETZ, AMANDA M.	898.00
LAVOIE, RICHARD L.	2,500.62	MOORE, SASHA L.	170.82
STEVENS, BRANDON C.	2,266.32	MOYER, NATHAN I.	1,255.82
DRAVES, MARTIN J.	2,193.48	FAULKNER, CHRISTOPHER J.	2,041.30
ANDERSON, ELIZABETH A.	1,209.90	SPENCLEY, PATRICIA L.	3,363.53
KENWABIKISE, DAVID L.	1,097.59	WHITLEY, ANDREW T.	2,051.12
ELLIOTT, PATRICK M.	2,372.10	MORRISON, KEVIN P.	929.01
SCHWARTZFISHER, JOSEPH	1,063.95	TOTAL	108,306.72
BRADLEY, KELLY R.	1,215.84		
HART II, DELBERT W.	1,984.77		

Payroll Transmittal – 04/17/2020

4FRONT CREDIT UNION	982.01	AMERICAN FAMILY LIFE	633.18
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CHAR EM UNITED WAY	90.00	MI STATE DISBURSEMENT UNIT	209.65
CHARLEVOIX STATE BANK	967.00	MONEY LIFE INSURANCE	350.85
CHEMICAL BANK	175.00	PRIORITY HEALTH	1,475.74
COMMUNICATION WORKERS OF AMER	659.38	TOTAL	5,542.81

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: May 4, 2020

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Check Number	Payee	Amount
04/20/2020		
130070	AT&T	4,630.71
130071	CHARLEVOIX STATE BANK	5,136.45
130072	CHARTER COMMUNICATIONS	922.73
130073	DELTA DENTAL	3,437.68
130074	HOLIDAY COMPANIES	3,868.13
130075	MONEY LIFE INSURANCE	132.34
130076	PRIORITY HEALTH	38,576.35
130077	STANDARD INSURANCE CO	2,714.37
130078	VERIZON WIRELESS	118.50
130079	VSP INSURANCE CO. (CT)	552.78
130080	WEX BANK	426.98
Total 04/20/2020:		60,517.02
Grand Totals:		60,517.02

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

04/20/20	Special Accounts Payable Run	\$	60,517.02
05/01/20	Payroll (net pay)	\$	109,247.08
05/01/20	Payroll Transmittal Checks	\$	5,663.06
05/05/20	Regular Accounts Payable	\$	259,940.25
Checks Sub-Total:		\$	435,367.41

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

04/20/20	MI Public Power Agency	\$	21,182.28
04/27/20	MI Public Power Agency	\$	7,548.75
04/27/20	MI Public Power Agency	\$	166,083.53
05/01/20	IRS (Payroll Tax Deposit)	\$	41,261.95
05/01/20	Alerus Financial (HCSP)	\$	350.00
05/01/20	State of MI (Withholding Tax)	\$	5,969.27
05/01/20	Vantagepoint (401 ICMA Plan)	\$	858.02
05/01/20	Vantagepoint (457 ICMA Plan)	\$	20,029.17
05/01/20	Vantagepoint (Roth IRA)	\$	1,186.52

ACH Sub-Total: \$ 264,469.49

Huntington National Bank Total: \$ 699,836.90

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

05/05/20	Tax Disbursement	\$	-
Charlevoix State Bank Total:		\$	-

Grand Total: \$ 699,836.90

APPROVED:

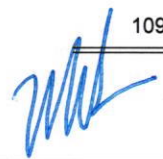

CITY MANAGER

CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/25/2020	PC	05/01/2020	30595	HEYDLAUFF, MARK L.	102		3,012.48
04/25/2020	PC	05/01/2020	30596	GOLDING, JOYCE M.	106		2,085.85
04/25/2020	PC	05/01/2020	30597	DEROSIA, PATRICIA E.	107		1,084.34
04/25/2020	PC	05/01/2020	30598	DOTSON, LINDSEY J.	109		1,422.46
04/25/2020	PC	05/01/2020	30599	KLOOSTER, ALIDA K.	121		2,129.16
04/25/2020	PC	05/01/2020	30600	GOLOVICH, KAREN J.	122		985.70
04/25/2020	PC	05/01/2020	30601	BARNEVELD, RICHELLE	123		1,140.77
04/25/2020	PC	05/01/2020	30602	EDWARDS, MACKENZIE	124		1,674.88
04/25/2020	PC	05/01/2020	30603	MCGINN, KELLY A.	146		2,518.09
04/25/2020	PC	05/01/2020	30604	LAVENDER, JOSEPH E.	153		1,728.90
04/25/2020	PC	05/01/2020	30605	DOAN, GERARD P.	201		2,407.55
04/25/2020	PC	05/01/2020	30606	UMULIS, MATTHEW T.	205		1,351.47
04/25/2020	PC	05/01/2020	30607	HANKINS, SCOTT A.	208		1,693.34
04/25/2020	PC	05/01/2020	30608	ORBAN, BARBARA K.	209		1,134.77
04/25/2020	PC	05/01/2020	30609	FLICKEMA, ANDREW M.	211		1,821.00
04/25/2020	PC	05/01/2020	30610	RILEY, DENISE M.	213		450.14
04/25/2020	PC	05/01/2020	30611	MUNK, CHRISTOPHER J.	215		1,859.47
04/25/2020	PC	05/01/2020	30612	SCHICK, TIELER R.	216		1,336.41
04/25/2020	PC	05/01/2020	30613	MATELSKI, KRISTEN L.	230		1,356.19
04/25/2020	PC	05/01/2020	30614	WURST, RANDALL W.	411		1,646.25
04/25/2020	PC	05/01/2020	30615	MAYER, SHELLEY L.	412		1,707.44
04/25/2020	PC	05/01/2020	30616	HILLING, NICHOLAS A.	413		1,469.58
04/25/2020	PC	05/01/2020	30617	MEIER III, CHARLES A.	421		1,427.17
04/25/2020	PC	05/01/2020	30618	ZACHARIAS, STEVEN B.	422		1,472.31
04/25/2020	PC	05/01/2020	30619	NEWMAN, MARK J.	424		931.35
04/25/2020	PC	05/01/2020	30620	SWEM, DONALD L.	512		2,352.03
04/25/2020	PC	05/01/2020	30621	EATON, BRAD A.	515		2,391.23
04/25/2020	PC	05/01/2020	30622	WILSON, TIMOTHY J.	516		3,019.22
04/25/2020	PC	05/01/2020	30623	LAVOIE, RICHARD L.	519		2,377.34
04/25/2020	PC	05/01/2020	30624	STEVENS, BRANDON C.	521		2,266.32
04/25/2020	PC	05/01/2020	30625	DRAVES, MARTIN J.	523		2,193.48
04/25/2020	PC	05/01/2020	30626	ANDERSON, ELIZABETH	526		1,209.90
04/25/2020	PC	05/01/2020	30627	KENWABIKISE, DAVID L.	528		1,097.59
04/25/2020	PC	05/01/2020	30628	ELLIOTT, PATRICK M.	600		2,381.83
04/25/2020	PC	05/01/2020	30629	SCHWARTZFISHER, JOS	603		1,246.04
04/25/2020	PC	05/01/2020	30630	BRADLEY, KELLY R.	614		1,473.00
04/25/2020	PC	05/01/2020	30631	HART II, DELBERT W.	616		1,330.85
04/25/2020	PC	05/01/2020	30632	JONES, ROBERT F.	618		1,240.55
04/25/2020	PC	05/01/2020	30633	FARRELL, MITCHELL L.	622		1,709.10
04/25/2020	PC	05/01/2020	30634	THORP JR, WILLIAM D.	623		1,334.07
04/25/2020	PC	05/01/2020	30635	LEITNER, RYAN S.	624		1,466.16
04/25/2020	PC	05/01/2020	30636	FERGUSON, ROYCE L.	625		1,756.82
04/25/2020	PC	05/01/2020	30637	DORAN, JUSTIN J.	634		2,107.26
04/25/2020	PC	05/01/2020	30638	KNORR, KENT J.	700		1,953.46
04/25/2020	PC	05/01/2020	30639	ANZELL, BETH A.	702		1,318.58
04/25/2020	PC	05/01/2020	30640	MAY, MEREDITH A.	771		99.11
04/25/2020	PC	05/01/2020	30641	GILL, DAVID R.	856		624.50
04/25/2020	PC	05/01/2020	30642	LIVINGSTON, BRIAN D.	866		1,708.92
04/25/2020	PC	05/01/2020	30643	WYMAN, MATTHEW A.	927		1,648.40
04/25/2020	PC	05/01/2020	30644	MILLER, WILLIAM S.	933		1,413.28
04/25/2020	PC	05/01/2020	30645	DOUGLAS, MARK	935		886.47
04/25/2020	PC	05/01/2020	30646	PRIOR, ERIN C.	938		924.61
04/25/2020	PC	05/01/2020	30647	MCMULLEN, DONALD R.	1000		2,864.56
04/25/2020	PC	05/01/2020	30648	SILVA, JESSE L.A.	1001		1,706.73
04/25/2020	PC	05/01/2020	30649	JOHNSON, MELISSA A.	1004		1,689.39
04/25/2020	PC	05/01/2020	30650	STEPHENS, LYON G.	1005		1,363.57
04/25/2020	PC	05/01/2020	30651	TRAVERS, MANUEL J.	1006		1,910.53

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/25/2020	PC	05/01/2020	30652	STEVENS, JEFFREY W.	1028		596.47
04/25/2020	PC	05/01/2020	30653	RILEY, CASEY W.	1052		470.42
04/25/2020	PC	05/01/2020	30654	JONES, LARRY M.	1057		629.01
04/25/2020	PC	05/01/2020	30655	FLORE, ROBERT A.	1058		618.31
04/25/2020	PC	05/01/2020	30656	MATZ, EMILY S.	1059		1,688.27
04/25/2020	PC	05/01/2020	30657	RILEY, DANIEL A.	1102		52.86
04/25/2020	PC	05/01/2020	30658	WHEELER, MICHAEL W.	1103		1,370.48
04/25/2020	PC	05/01/2020	30659	MISHLER, MICHAEL. J.	1107		1,217.49
04/25/2020	PC	05/01/2020	30660	AZZOPARDI, ANTHONY J.	1108		1,614.76
04/25/2020	PC	05/01/2020	30661	DIETZ, AMANDA M.	1115		1,324.06
04/25/2020	PC	05/01/2020	30662	MOYER, NATHAN I.	1118		1,199.21
04/25/2020	PC	05/01/2020	30663	MARIHUGH, ANDREW J.	1119		100.22
04/25/2020	PC	05/01/2020	30664	FAULKNER, CHRISTOPH	1122		2,325.36
04/25/2020	PC	05/01/2020	130081	WHITLEY, ANDREW T.	522		2,199.18
04/25/2020	PC	05/01/2020	130082	MORRISON, KEVIN P.	601		929.01
Grand Totals:			72				109,247.08



Report Criteria:

Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
04/25/2020	05/01/2020	130083	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	952.01
04/25/2020	05/01/2020	130084	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	127.28
04/25/2020	05/01/2020	130084	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	481.00
04/25/2020	05/01/2020	130085	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 4/25/2	90.00
04/25/2020	05/01/2020	130086	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	967.00
04/25/2020	05/01/2020	130087	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	175.00
04/25/2020	05/01/2020	130088	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	659.38
04/25/2020	05/01/2020	130089	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	209.65
04/25/2020	05/01/2020	130090	MONY LIFE INSURANCE	9008	LIFE - VOLUNTARY Pay Period:	249.43
04/25/2020	05/01/2020	130090	MONY LIFE INSURANCE	9008	SPOUSE LIFE Pay Period: 4/25/	47.68
04/25/2020	05/01/2020	130090	MONY LIFE INSURANCE	9008	CHILD LIFE Pay Period: 4/25/20	4.00
04/25/2020	05/01/2020	130090	MONY LIFE INSURANCE	9008	AD&D - VOLUNTARY Pay Period	40.32
04/25/2020	05/01/2020	130090	MONY LIFE INSURANCE	9008	SPOUSE AD&D Pay Period: 4/25	6.83
04/25/2020	05/01/2020	130090	MONY LIFE INSURANCE	9008	CHILD AD&D Pay Period: 4/25/2	2.59
04/25/2020	05/01/2020	130091	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 4	201.00
04/25/2020	05/01/2020	130092	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,449.89
Grand Totals:		16				5,663.06



Check Number	Payee	Amount
05/05/2020		
130093	ALLSHRED SERVICES	196.00
130094	AMERICAN WASTE INC.	46.76
130095	ANDERSON, ELIZABETH A.	50.00
130096	ANZELL, BETH A.	50.00
130097	APX INC.	82.58
130098	AT&T LONG DISTANCE	138.19
130099	AT&T MOBILITY	2,034.53
130100	AVFUEL CORPORATION	32,777.76
130101	BOUND TREE MEDICAL LLC	1,025.73
130102	CCI SOUTH LLC	635.00
130103	CDW GOVERNMENT INC.	827.21
130104	CENTRAL DRUG STORE	36.64
130105	CINTAS	94.32
130106	DELL MARKETING L P	6,362.52
130107	DeROSIA, PATRICIA E.	50.00
130108	DITCH WITCH SALES OF MICHIGAN	146,957.44
130109	DOAN, GERARD P.	50.00
130110	DORAN, JUSTIN J.	50.00
130111	DOTSON, LINDSEY J.	50.00
130112	ELLIOTT, PATRICK M.	50.00
130113	ELLSWORTH FARMER'S EXCHANGE	21.39
130114	EMERGENCY MEDICAL PRODUCTS IN	642.30
130115	GOLDING, JOYCE M.	50.00
130116	GORDON FOOD SERVICE	73.06
130117	GRAINGER	142.24
130118	GREAT LAKES ELEVATOR LLC	408.93
130119	GREAT LAKES ENERGY	309.68
130120	GRP ENGINEERING INC.	135.00
130121	HANKINS, SCOTT A.	50.00
130122	HARRELL'S	6,603.87
130123	HEYDLAUFF, MARK L.	50.00
130124	IDEXX DISTRIBUTION INC.	1,518.21
130125	INDEPENDENT DRAFTING SERVICES	1,672.00
130126	JOHNSON, MELISSA A.	50.00
130127	JOHNSTONE SUPPLY #383	262.52
130128	KENNEDY INDUSTRIES INC	6,590.00
130129	KIWANIS CLUB OF CHARLEVOIX	40.00
130130	KLOOSTER, ALIDA K.	50.00
130131	KLOOSTER, PATRICK H.	50.00
130132	KNORR, KENT J.	50.00
130133	KSS ENTERPRISES	1,245.43
130134	LAMAR COMPANIES	770.00
130135	LAVENDER, JOSEPH E.	50.00
130136	LIVINGSTON, BRIAN D.	50.00
130137	MACGREGOR PLUMBING & HEATING	342.00
130138	MAYER, SHELLEY L.	50.00
130139	McGINN, KELLY A.	50.00
130140	MCLEAN ENGINEERING CO INC	385.00

Check Number	Payee	Amount
130141	MCMULLEN, DONALD R.	261.60
130142	MICHIGAN SECTION AWWA	100.00
130143	MILLER, WILLIAM S.	50.00
130144	NORTH CENTRAL MICHIGAN COLLEG	2,177.50
130145	NORTHERN CREDIT SERVICES	77.01
130146	OLESON'S FOOD STORES	468.08
130147	PLUNKETT & COONEY	920.00
130148	PREIN & NEWHOF	2,958.67
130149	PRODUCTIVITY PLUS ACCOUNT	885.78
130150	QUALITY CAR & TRUCK REPAIR INC	22,685.56
130151	R & R PRODUCTS INC	275.71
130152	RESOLUTION G2 LLC	7,158.00
130153	SCHWARTZFISHER, JOSEPH L.	150.00
130154	SHANAHAN, CHERYL J.	50.00
130155	SILVA, JESSE L.A.	191.45
130156	STATE OF MICHIGAN	517.55
130157	STEPHENS, LYON G.	50.00
130158	SWEM, DONALD L.	50.00
130159	TARGETSOLUTIONS LEARNING LLC	1,689.97
130160	TAYLOR 12501 LLC	4,417.50
130161	TRAVERS, MANUEL J.	100.00
130162	UNIFIRST CORPORATION	744.60
130163	USA BLUE BOOK	326.12
130164	VILLAGE GRAPHICS INC.	90.00
130165	WURST, RANDALL W.	50.00
130166	WYMAN, MATTHEW A.	50.00
130167	XEROX FINANCIAL SERVICES	168.84
Total 05/05/2020:		259,940.25
Grand Totals:		259,940.25

Check Number	Payee	Amount
04/20/2020		
42020001	MICHIGAN PUBLIC POWER AGENCY	21,182.28
Total 04/20/2020:		21,182.28
Grand Totals:		21,182.28

Check Number	Payee	Amount
04/27/2020		
42720001	MICHIGAN PUBLIC POWER AGENCY	7,548.75
42720002	MICHIGAN PUBLIC POWER AGENCY	166,083.53
Total 04/27/2020:		173,632.28
Grand Totals:		173,632.28

Check Issue Date	Check Number	Payee	Amount
50120001			
05/01/2020	50120001	**EFTPS* Payroll Taxes	10,498.75
05/01/2020	50120001	**EFTPS* Payroll Taxes	10,498.75
05/01/2020	50120001	**EFTPS* Payroll Taxes	2,455.33
05/01/2020	50120001	**EFTPS* Payroll Taxes	2,455.33
05/01/2020	50120001	**EFTPS* Payroll Taxes	15,353.79
Total 50120001:			
	5		41,261.95
50120002			
05/01/2020	50120002	Alerus Financial	350.00
Total 50120002:			
	1		350.00
50120003			
05/01/2020	50120003	STATE OF MICHIGAN	5,969.27
Total 50120003:			
	1		5,969.27
50120004			
05/01/2020	50120004	Vantagepoint - 401 Plan 109153	858.02
Total 50120004:			
	1		858.02
50120005			
05/01/2020	50120005	Vantagepoint - 457 Plan 300959	5,662.92
05/01/2020	50120005	Vantagepoint - 457 Plan 300959	1,968.20
05/01/2020	50120005	Vantagepoint - 457 Plan 300959	4,235.71
05/01/2020	50120005	Vantagepoint - 457 Plan 300959	8,162.34
Total 50120005:			
	4		20,029.17
50120006			
05/01/2020	50120006	Vantagepoint - Roth IRA 706117	1,186.52
Total 50120006:			
	1		1,186.52
Grand Totals:			
	13		69,654.93



CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Garden Plot Fee Waiver

DATE: May 4, 2020

BACKGROUND:

Paula Connors is requesting that the \$296 fee be waived for eight garden plots at the City's Community Garden. She uses these plots to grow vegetables for the local food pantry.

RECOMMENDATION:

Motion to waive the garden plot fee for Paula Connors to grow vegetables for the food pantry.

ATTACHMENTS:

▣ Letter

4/15/20

City of Charlevoix

For the last several years the City has donated 8 garden plots at the Community garden to grow food for the pantry. May I try again this year. Through many failures I have learned a lot of things to do and not do. Not being a gardener and starting with a 50x100' of hard clay was quite a challenge. I believe this season will be a success.

Wishing good health to all

Stay safe

Paula L Connors

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Fuel Farm Sponsor Contract

DATE: May 4, 2020

BACKGROUND:

The fuel farm expansion project is a federally funded project via the Michigan State Block Program. The Sponsor Contract is between the Michigan Department of Transportation and the Charlevoix Municipal Airport for the purpose of fixing rights and obligations of each party as it relates to the fuel farm expansion project.

The contract agreement is \$828,000. The funding breakdown is 90% Federal, 5% State (MDOT) and 5% Local match.

In addition to the local match of \$39,083 the Airport has to make up the federal entitlement shortfall of \$46,341. The total dollar amount owed by the Airport is \$85,424.00 of which the Airport will seek reimbursement of \$46,341 from future federal funds.

While this is the approval of the Sponsor Contract, Council previously approved the construction agreement and the grant documents. Site work has begun on this project and is deemed essential under MDOT guidelines to support the transportation sector.

RECOMMENDATION:

Motion to approve Resolution 2020-05-02 approving \$85,424 for the fuel farm project.

ATTACHMENTS:

- ☐ Fuel Farm Sponsor Contract
- ☐ Resolution



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL AJEGBA
DIRECTOR

April 15, 2020

Matthew Wyman, Manager
Charlevoix Municipal Airport
210 State Street
Charlevoix, Michigan 49720

Dear Mr. Wyman:

SUBJECT: Charlevoix Municipal Airport
Charlevoix, Michigan
Fed. Proj. No. B-26-0017-0620
MDOT Contract No. 2020-0523

Enclosed are the original and one copy of the above-described contract between your organization and the Michigan Department of Transportation. Please take time to read and understand this contract (**noting the conditions and special conditions in Appendix F**). If this contract meets with your approval, please complete the following checklist:

- ____ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is not executed unless both parties have signed it.)
- ____ Secure the necessary signatures on both contracts.
- ____ **Include one certified resolution which specifically names the official(s) authorized to sign the contract.** One must be submitted for each new set of contracts.
- ____ **Please review and complete enclosed Sponsor Certifications.**
- ____ Return both copies of the contract, sponsor certifications, and resolution to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, *please return the signed sponsor contracts as soon as you have secured local approval.* One fully executed contract will be forwarded to you.

If you have any questions, please call me at 517-335-9960.

Sincerely,

Anu Tanuja, Contract Administrator
Office of Aeronautics

Enclosures
cc: Jim Reverman
File



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 the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Charlevoix

Airport: Charlevoix Municipal Airport

Project Number: B-26-0017-0620

Description of Work: Construct Fuel Farm - Expand Jet A (20,000 gallons) including card reader – Design and Construction.

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 _____, 2020.
(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 the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Charlevoix

Airport: Charlevoix Municipal Airport

Project Number: B-26-0017-0620

Description of Work: Construct Fuel Farm - Expand Jet A (20,000 gallons) including card reader – Design and Construction.

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 _____, 2020.
(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 the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



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

Sponsor: City of Charlevoix

Airport: Charlevoix Municipal Airport

Project Number: B-26-0017-0620

Description of Work: Construct Fuel Farm - Expand Jet A (20,000 gallons) including card reader – Design and Construction.

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 foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2020.
(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.

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 this date of _____ by and 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 April 9, 2020 attached hereto and made a part hereof.

PROJECT DESCRIPTION: CONSTRUCT FUEL FARM - EXPAND JET A (20,000 GALLONS) INCLUDING CARD READER- DESIGN AND CONSTRUCTION.

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) 6, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

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, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and 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. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.
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	\$703,493.00
Maximum MDOT Share	\$39,083.00
SPONSOR Share	\$85,424.00
<i>Estimated</i> PROJECT COST	\$828,000.00

12. The PROJECT COST will 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 cost, 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 obligations shown in Section 11 or as revised 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 obligations shown in Section 11 or as revised 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.

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 Administrator of the Airports Division 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 of 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 inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and 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 inspections are a governmental function incidental to the PROJECT under this Contract.

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

18. 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.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, 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 semi-annually 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 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 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: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1**CHARLEVOIX MUNICIPAL AIRPORT
CHARLEVOIX, MICHIGAN**Project No. B-26-0017-0620
Job No. 201849

April 9, 2020

	Federal	State	Local	Total
ADMINISTRATION	\$450	\$25	\$25	\$500
DEPARTMENT-AERO	\$450	\$25	\$25	\$500
CON phase				
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$21,150	\$1,175	\$1,175	\$23,500
Construct Fuel Farm - Expand Jet A (20,000 gallons) including card reader				
AERO - Design	\$0	\$0	\$0	\$0
CONSULTANT - Design	\$21,150	\$1,175	\$1,175	\$23,500
CONSTRUCTION	\$681,893	\$37,883	\$84,224	\$804,000
Construct Fuel Farm - Expand Jet A (20,000 gallons) including card reader	\$659,118	\$36,618	\$36,618	\$732,354
Construct Fuel Farm - Expand Jet A (20,000 gallons) including card reader - 100% Local (for future reimbursement)	\$0	\$0	\$46,341	\$46,341
AERO - Construction	\$1,715	\$95	\$95	\$1,905
CONSULTANT - Construction	\$21,060	\$1,170	\$1,170	\$23,400
TOTAL PROJECT BUDGET	\$703,493	\$39,083	\$85,424	\$828,000

Federal Billing Breakdown:

Bill #1	\$103,493	SBGP 9616	Grant Award Date: 8/22/16 - Expires 8/21/20
Bill #2	\$150,000	SBGP 9817	Grant Award Date: 7/24/17
Bill #3	\$150,000	SBGP 10318	Grant Award Date: 7/30/18
Bill #4	\$150,000	SBGP 10719	Grant Award Date: 9/24/19
Bill #5	\$150,000	SBGP 11220	Grant Award Date: Pending

Letting Information: 02/27/20 Local Let

Period of Performance End Date: 12/31/21

MAC Approval: 03/25/20

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: 05-627-5076
4. Amount of Federal funds: \$703,493.00
5. Federal Grant Number(s): 9616,9817,10318,10719,11220
6. Grant Award Date(s): 8/22/16,7/24/17,7/30/18,9/24/19, / /
7. MDOT Project Number: B-26-0017-0620
8. Project Description: Construct Fuel Farm - Expand Jet A (20,000 gallons) including card reader- Design and Construction.
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-096-2016, 098-2017, 103-2018, 107-2019, 112-2020
11. Federal Award Date: 8/22/16,7/24/17,7/30/18,9/24/19, / /
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 12/31/21
14. Amount of Federal Funds obligated by this action: \$703,493.00
15. Total amount of Federal Funds obligated: \$703,493.00
16. Total amount of the Federal award: \$703,493.00
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 C. Ajegba, P.E.
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 6

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS WITH BID OPENINGS HANDLED BY THE SPONSOR

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 SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR's rationale will be provided.
4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor's invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR's approval.
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 modifications 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 cost 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 a 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. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
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 that 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.

14. If PROJECT COSTS are related to a fuel facility, the SPONSOR will assure that aviation fuel will be available at the airport on a year-round basis for a period of not less than ten (10) years from the effective date of this Contract.

The SPONSOR will obtain from the installer and provide to the DEPARTMENT a certification that the tank(s) were installed in accordance with federal and state requirements.

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 subagreements 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 2/16/12, submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

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

14. Audits for Public Sponsors.

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

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

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

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

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

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

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

APPENDIX F

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

17. Land Acquisition.

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

APPENDIX F

Special Conditions

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

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

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

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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) <u>N/A</u> until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.

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Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	ENVIRONMENTAL: The environmental approval for this project was issued on <u>4/02/20</u> This project includes the following mitigation measures: <u>N/A</u> The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
Airport	NAVAIDS - ILS Note that in general, Category I ILS are no longer being installed.	INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
	Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	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.
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

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Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		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	SITE SELECTION: 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)	UTILITIES PRORATION: For purposes of computing the United States' share of the allowable project costs, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent.
Airport	Utility Relocation	UTILITY RELOCATION IN PROJECT: 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	OBSTRUCTION REMOVAL: The Sponsor agrees to clear Parcel(s) <u>N/A</u>, as shown on Exhibit "A" Property Map, of the following obstructions: <u>N/A</u> 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.
Airport	Pavement	PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will 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,

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		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: 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.

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
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. 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.

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		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.
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.

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	ACQUISITION OF THE RUNWAY PROTECTION ZONE: Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire <u>N/A</u> in the Runway Protection Zones for runways that presently are not under its control within <u>N/A</u> years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
Airport	VALE Recharging System	RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS: The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport or Noise	Building Allowable Costs (Prorate)	BUILDING AIP PRORATION: For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent of the actual cost of the entire building.
Airport or Noise	Noise Land	ACQUISITION OF NOISE LAND: The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	ANNUAL NOISE REPORT: As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: 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. 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,

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		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.
All Sponsor Types	Land Acquisition - Revenue and Program Income	PROGRAM INCOME AND REVENUE FROM REAL PROPERTY: 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

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	UNIFORM RELOCATION ACT: 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	INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES: 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	NOISE PROJECTS ON PRIVATELY OWNED PROPERTY: 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. 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

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		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 <u>N/A</u> that is not being funded with any Federal funding in this project ; 2) although the Sponsor has estimated a total project cost of <u>\$N/A</u>, the total allowable cost for purposes of determining federal participation will not exceed <u>\$N/A</u>; 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 <u>\$N/A</u>, 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 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	<u>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:</u> 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

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		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	<u>REVENUE PRODUCING PROJECT:</u> 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	<u>LAND ACQUISITION:</u> 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

[illegible]

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

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-05-02
EXECUTION OF SPONSOR CONTRACT WITH THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION
FOR A FEDERAL/STATE/LOCAL AIRPORT PROJECT
(Federal Project No. B-26-0017-0620 MDOT Contract No. 2020-0523)

WHEREAS, the City is entering into a contract with the State of Michigan Department of Transportation for the Construction Fuel Farm- Expand Jet A (20,000 gallons) including Card Reader-Design and Construction; and

WHEREAS, the Contract agreement will be in the amount of eight hundred twenty-eight thousand dollars. (\$828,000) with the contract agreement funding breakdown of 90% Federal, 5% State (MDOT) and 5% Local match; and

WHEREAS, the City of Charlevoix Local Share of the project will be eighty-five thousand four hundred and twenty-four dollars (\$85,424) of which, the City of Charlevoix will seek reimbursement in the amount of forty-six thousand three hundred and forty-one dollars (\$46,341).

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 4th day of May 2020 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Approval of Pavement Marking Proposal

DATE: May 4, 2020

BACKGROUND:

In the approved 2020/21 budget we have allocated money for the yearly service of pavement marking. This service generally consists of marking all of our parking spaces, stop bars, cross walks, yellow curbing etc.

In April of this year we advertised for sealed bids and on April 27, 2020 we opened one bid. This bid was supplied by PK Contracting out of Cadillac. PK is the company that has completed this work for several years now. They have always been timely in the completion of the work and easy to deal with regarding adjustments etc. The bid provided is also within our budgeted amount.

The plan for this years pavement marking would be basically the same as last year less painting the cross walk on the North side of the stop light on Bridge St. It would also keep the scooter parking spaces added last year though this does not reduce available car spaces on Bridge Street because they are shorter than the standard space.

RECOMMENDATION:

Motion to approve the 2020 Pavement Marking plan as presented and authorize PK Contracting to complete the work.

ATTACHMENTS:

- ▣ Bid Tabulation



Pavement Marking

Bid Opening at City Hall

April 27, 2020 – 2:00pm

Bidder Name	Comments
PK Contracting Cadillac	\$16,664.96

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Approval of 2020 Restroom Cleaning Proposal

DATE: May 4, 2020

BACKGROUND:

In early April we advertised for sealed bids for the yearly service of cleaning all of the Cities public bathrooms. On April 27, 2020 we opened two sealed bids, see attachment. One from Conway Professional Services and one from Mama T's Cleaning.

After reviewing both bids and getting clarification on both, they are nearly identical. In fact if both companies were to complete a cleaning of all restrooms there is only a \$3.75 difference. Mama T's Cleaning cost would be \$264.25 while Conway Professional services would be \$268.00. In reviewing the numbers closer and comparing the cost of the most cleaned restrooms (Harbormaster public and Performance Pav.) Mama T's is actually \$31.45 more expensive. Taking all of this into account Mama T's would actually be slightly more expensive.

For your information the clarification that was needed is that one company bid it "per hour" which really should have been labeled "per location". The other company bid it as a cost to clean per stall. When you multiply the per stall price by the amount of stalls in each bathroom then you get the cost per location. The cost per location was used to compare the two bids fairly.

Last year we contracted with Conway Professional Services and had virtually no complaints and were very easy to work with regarding emergency cleanings.

RECOMMENDATION:

Motion to accept the proposal from Conway Professional Services and enter into an agreement based on the unit costs provided.

ATTACHMENTS:

- ▣ Restroom Cleaning Bid Tab



**CITY OF
CHARLEVOIX**

Restroom Cleaning
Bid Opening at City Hall
April 27, 2020 – 2:00pm

Bidder Name	Comments
Conway Professional Services Harbor Springs	Locations: \$40-\$62/hr Misc: \$42/hr/person
Mama T's Cleaning	Locations: \$7.55 Misc: \$25/hr

CHARLEVOIX CITY COUNCIL

Actions Laid Upon the Table

TITLE: Amend Council Rules of Procedure: Remote Participation

DATE: May 4, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Late in March, Governor Whitmer acted by Executive Order to allow public meetings like Council meetings be conducted via all remote methods. This authority has now been extended to May 12.

The draft amendment to Council's Rules of Procedure would NOT permit on-going remote meetings such as we have recently held since this would violate the Open Meetings Act. It would, however, permit members to participate remotely so long as a quorum could be constituted in the meeting room. This may be necessary for folks with weakened immune systems or who may in the future be faced with a stay-at-home requirement. This amendment would also open the door for Council to stream meetings and/or post recordings on our website or another method.

Amendments to Council's Rules of Procedure must be introduced at one meeting and then held for action at a future meeting. You introduced this resolution and made amendments to it on April 20, 2020.

Pursuant to your Rules of Procedure, you may consider approving it on May 4, 2020.

RECOMMENDATION:

Motion to approve Resolution 2020-05-01 and direct City Staff to further develop technological procedures to enact it.

ATTACHMENTS:

▣ Resolution

CITY OF CHARLEVOIX
RESOLUTION NO. 2020-05-01
AMENDMENT TO THE RULES OF PROCEDURE FOR CITY
COUNCIL

WHEREAS, the Charlevoix City Council adopted “Rules of Procedure for City Council” on November 4, 1996 and has subsequently amended them from time to time; and

WHEREAS, pursuant to Rule 20 of the Rules, they may be amended by resolution voted upon at any meeting but shall be tabled until the next regular meeting thereof or at such other time as the Council shall determine; and

WHEREAS, the COVID-19 pandemic caused the Governor to declare a State of Emergency and public health authorities recommended social distancing guidelines. While virtual meetings were recommended during the State of Emergency, it is likely social distancing measures will be warranted for some time to come. Furthermore, technological options used during this time demonstrate how members can participate in a meeting even when they are not physically present in the same room; and

NOW THEREFORE BE IT RESOLVED, Rule 2 of the “Rules of Procedure for City Council” shall be amended by striking all language and should read:

Four members of the City Council (which may include the Mayor) shall be present in the appointed meeting location to constitute a quorum for the transaction of business. Beyond the four necessary to be present in the room, other Council Members and the Mayor may, with notice given as to purpose for absence with as much notice as possible to the City Manager, join via remote methods which allow two-way communication between themselves, other Council Members, and the public. City staff will assist in setting-up remote methods when given reasonable notice.

In the absence of a constituted quorum, two or more members may adjourn any *regular* or *special* meeting to a later date. In the event of such adjournment, the City Clerk shall notify the absent members, and as soon as reasonably possible, but failure of such other members to receive notice shall not excuse them from attending such adjourned meeting.

Issues requiring a majority of Council require four votes to enact and, when applicable, are shown herein as **majority**. Issues requiring only a majority of the quorum present are shown as *majority*. Members present via remote means shall be deemed present in both circumstances.

Annually at their organizational meeting, Council shall affirm the ability of members to participate remotely in accordance with this rule.

BE IT FURTHER RESOLVED, Rule 3 of the “Rules of Procedure for City Council” shall be amended by adding a new section f:

In times of unique public health conditions, when space limitations may inhibit public participation, or any other ongoing time when the Council so desires, Council may, by *majority* vote cause meetings to be transmitted electronically by audio and/or visual methods to such platforms deemed advisable in real-time or recording after the fact. Recordings notwithstanding, the minutes approved by Council shall be the official legal record of the proceedings of Council action.

RESOLVED this 4th day of May, 2020 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Brookside Chapel Restoration: Phase I

DATE: May 4, 2020

PRESENTED BY: Bob Bomier, PE; Mark L. Heydlauff, City Manager

BACKGROUND:

Last fall, Silver Linings Charlevoix presented their goal of raising funds and seeking donated labor to improve the Chapel at Brookside Cemetery. Exact records are not clear but it appears the City of Charlevoix had the Chapel constructed in the 1920s. Some flaws in the original design have caused structural deterioration over the years. There was an effort to shore up the walls in the late 1990s. In the initial review by Silver Linings Charlevoix, roof problems were discovered that need some additional remediation. Before more in-depth restoration work can begin, the structure needs to be secured for long-term viability. Performance Engineers donated their structural design services and have helped us arrive at sealed bids to conduct this work. Bob Bomier is the structural engineer specialist at Performance and has been working on this project. He can discuss the process in more detail and outline his review of the two sealed bids we received on Monday.

These improvements would be funded from the Cemetery Perpetual Care Trust Fund which is a dedicated fund only to be used for ongoing and long-term improvements at the Cemetery. Revenue from this fund is derived from a portion of the purchase price of a plot in the Cemetery. As part of the Silver Linings Charlevoix restoration and improvement plan, a columbarium would be added in the basement area of the Chapel that would allow cremains to be interred. Cremation is a rapidly increasing trend.

The upstairs of the Chapel could be returned for use for small services and also a more dignified setting for cemetery staff to meet with grieving families or those planning their arrangements.

RECOMMENDATION:

Motion to approve the bid from Spence Brothers Construction in an amount not to exceed \$39,700, authorize the City Manager to sign all necessary agreements, and commence construction upon the lifting of any limitations on non-essential construction.

ATTACHMENTS:

- ▣ Bid Tabulation
- ▣ Roof Reinforcement
- ▣ Ramp Plan



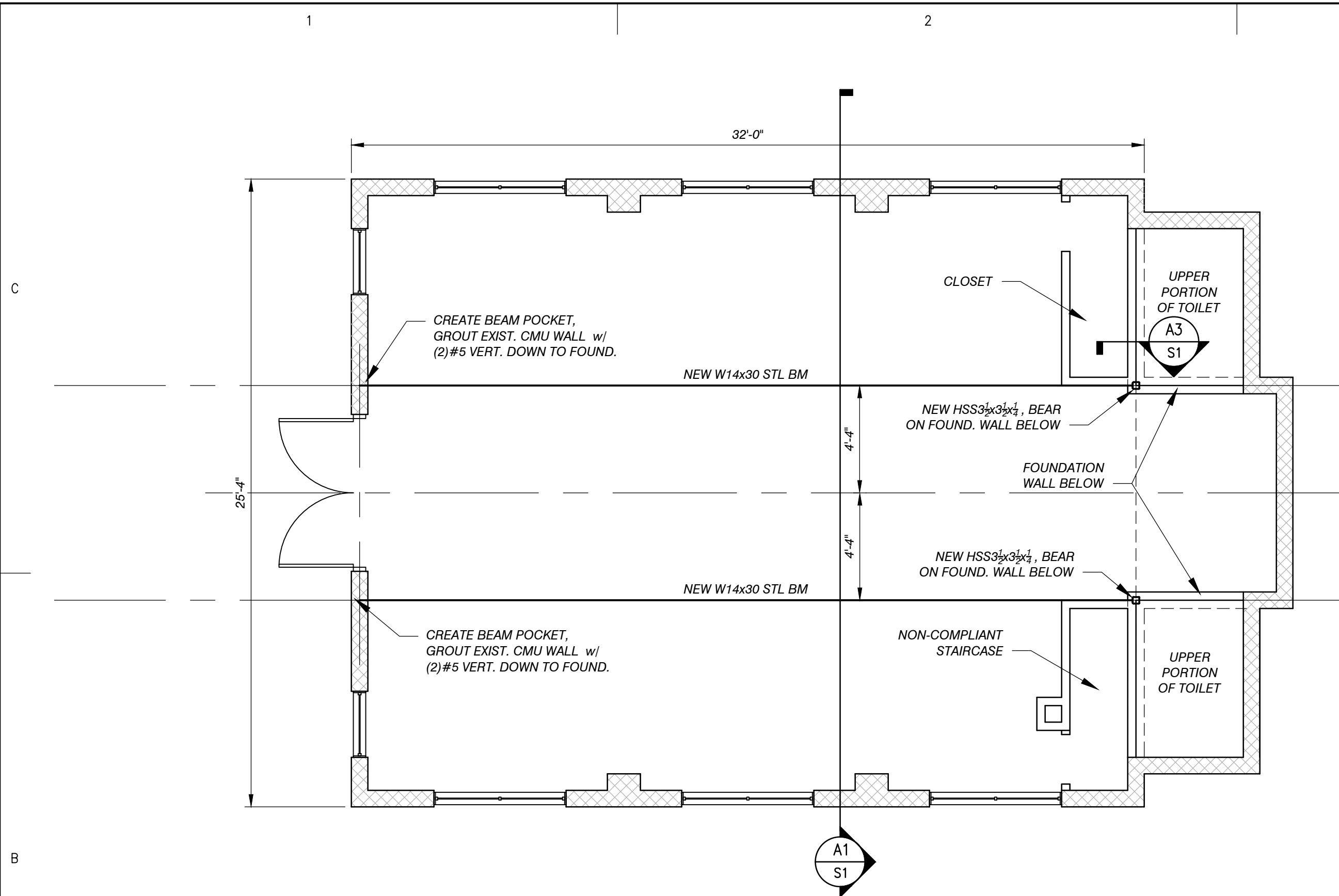
Brookside Chapel

Bid Opening at City Hall

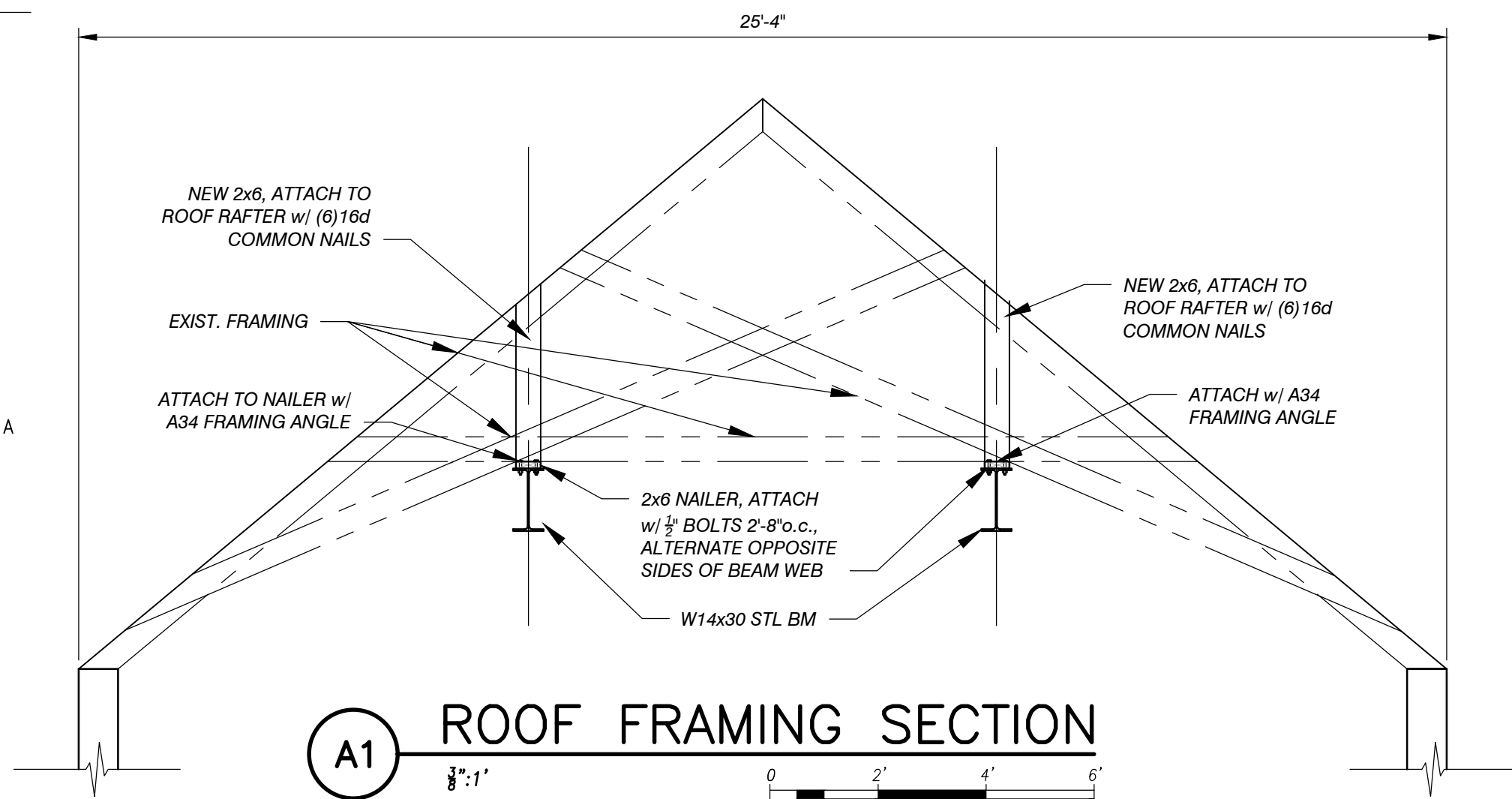
April 27, 2020 – 2:00pm

Bidder Name	Comments
Spence Brothers Traverse City	\$39,700
South Arm Construction East Jordan	\$107,700

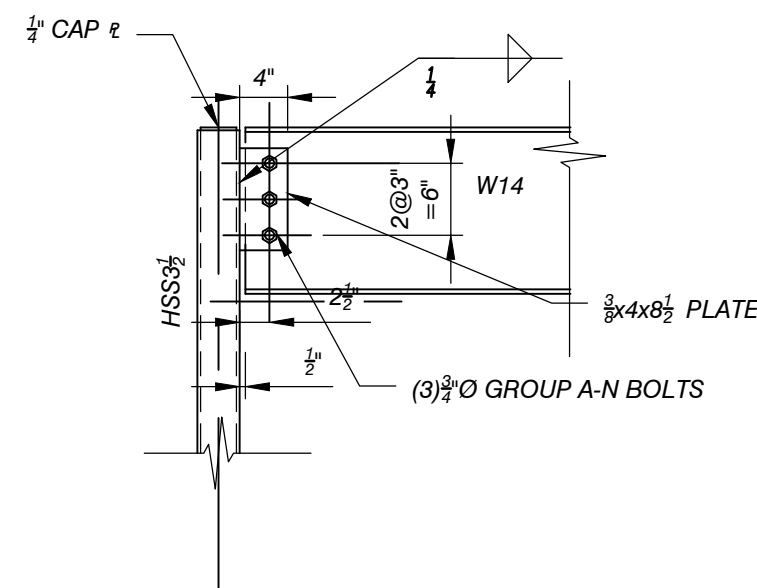
K:\PROJECTS\5284\DWG\5284PLAN.DWG - PLAN - PLOTTED 5/14/2020 6:34 AM BY BOB BOWIER



B2 FRAMING PLAN
1/4"=1'



A1 ROOF FRAMING SECTION
3/8"=1'



A3 SECTION
3/4"=1'

GENERAL NOTES

DESIGN CODE: 2015 MICHIGAN RESIDENTIAL CODE

DESIGN NOTES:
LOADS
SNOW: 70 psf (GROUND)
ROOF Ps=53.8 psf, l=1.0, Ce=1.0, Ct=1.2, Cs=1.00
RAMP LIVE: 100psf
WIND: 115mph EXPOSURE B, I=1.0
SEISMIC: DESIGN CATEGORY A

CONCRETE

- ALL CONCRETE DESIGN AND CONSTRUCTION SHALL CONFORM TO THE FOLLOWING STANDARDS:
 - "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDING (ACI 301)"
 - "ACI DETAILING MANUAL, SP-66"
- ALL C.I.P. CONCRETE SHALL BE NORMAL WEIGHT. ADMIXTURES CONTAINING CHLORIDE SHALL NOT BE USED.
- ALL CONCRETE SHALL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 3000psi.
- CONCRETE REINFORCEMENT SHALL CONFORM TO THE FOLLOWING:
 - DEFORMED BARS SHALL BE ASTM A615-GRADE 60
 - WELDED WIRE FABRIC SHALL BE ASTM A185
 - FIBER MESH SHALL BE ASTM C116, TYPE III (1LB. PER CU. YD. MIN.)

STRUCTURAL STEEL

- STEEL SHALL CONFORM TO THE FOLLOWING GRADES:
 - ALL WIDE FLANGES A992
 - ALL ANGLES AND PLATES A36
 - STRUCTURAL TUBE A500 Gr.C (Fy=50 KSI)
 - STRUCTURAL STEEL BOLTS A325
 - WOOD FRAMING BOLTS A307
 - ANCHOR RODS F1554 GR.36
- BOLTED CONNECTIONS:
 - ALL BOLTED CONNECTIONS SHALL BE BEARING TYPE USING A325N BOLTS. OVERSIZED HOLES AND LONG-SLOTTED HOLES ARE NOT ALLOWED UNLESS SHOWN ON THE DRAWINGS.
 - ALL BOLTED CONNECTIONS SHALL CONTAIN A MINIMUM OF TWO (2) BOLTS.
- WELDED CONNECTIONS: ALL WELDING SHALL BE IN ACCORDANCE WITH THE "STRUCTURAL WELDING CODE" (AWS D1.1) PUBLISHED BY THE AMERICAN WELDING SOCIETY. ELECTRODES FOR WELDING SHALL COMPLY WITH THE REQUIREMENTS OF TABLE 4.1 OF (AWS D1.1). WELDING SHALL BE DONE BY CERTIFIED WELDERS.
- SPLICING OF STEEL MEMBERS, UNLESS SHOWN ON THE DRAWINGS, IS PROHIBITED WITHOUT WRITTEN APPROVAL OF THE ARCHITECT/ENGINEER.
- NO CHANGE IN SIZE OR POSITION OF THE STRUCTURAL ELEMENTS SHALL BE MADE AND HOLES, SLOTS, CUTS, ETC., ARE NOT PERMITTED THROUGH ANY MEMBER UNLESS THEY ARE APPROVED.
- FABRICATE ALL BEAMS WITH MILL CAMBER UP.

CONTINUED ON SHT S2

Performance Engineers, Inc.

Civil / Structural Engineering
406 Petoskey Avenue
Charlevoix, Michigan 49720
Phone: (231) 547-2121
Fax: (231) 547-0084
www.performanceeng.com

CONSULTANTS

**BROOKSIDE CHAPEL
RESTORATION**
CHARLEVOIX, MICHIGAN

PROJECT

OWNER

MARK	DATE	DESCRIPTION
0	11/6/19	FOR PRESENTATION ONLY
1	2/24/20	ISSUE FOR BIDDING

PROJECT NO: 18-5284
CAD DWG FILE: 5284PLAN.DWG
DRAWN BY: RMB
DESIGNED BY: RMB
CHECKED BY:

SEAL

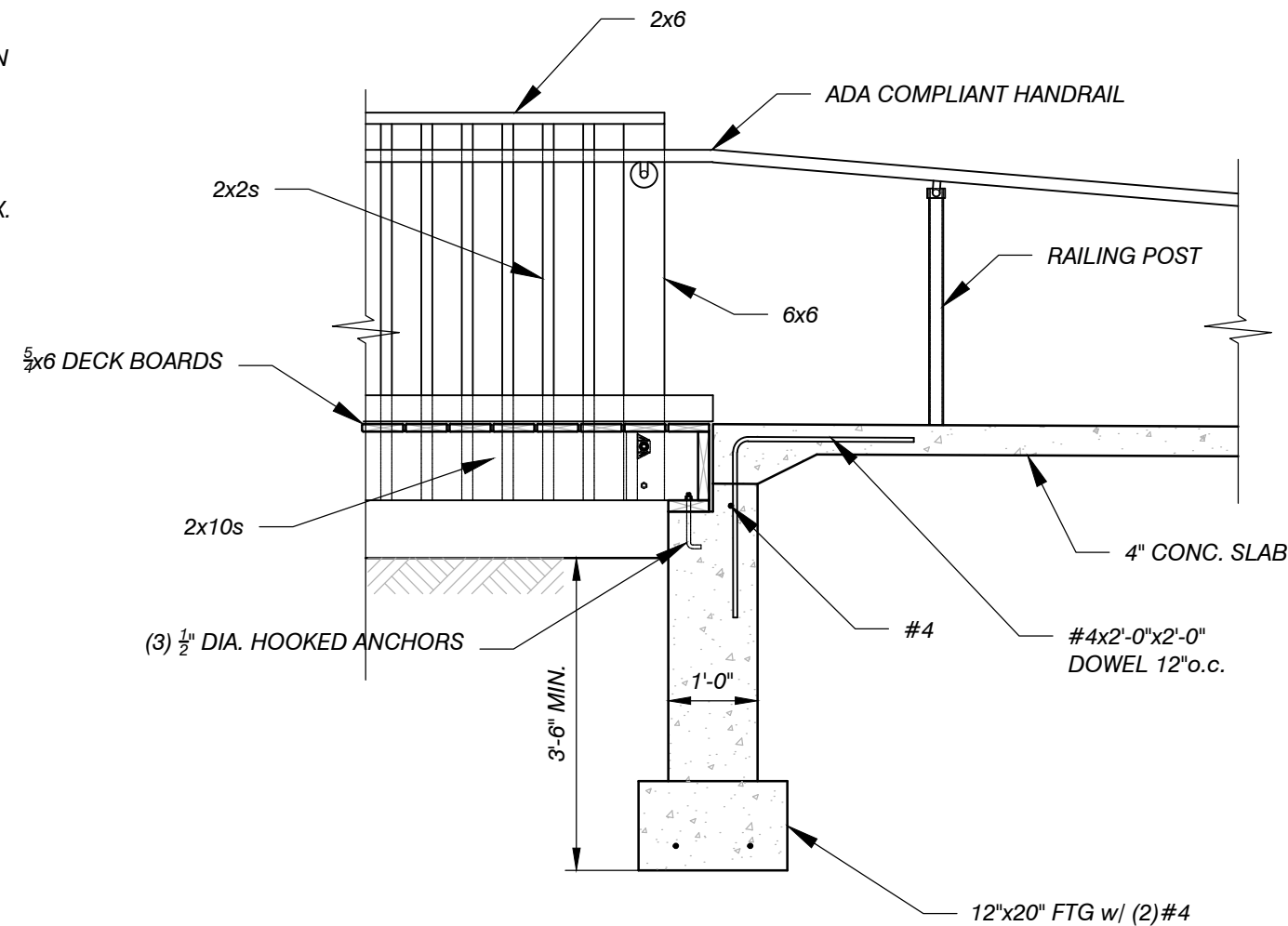
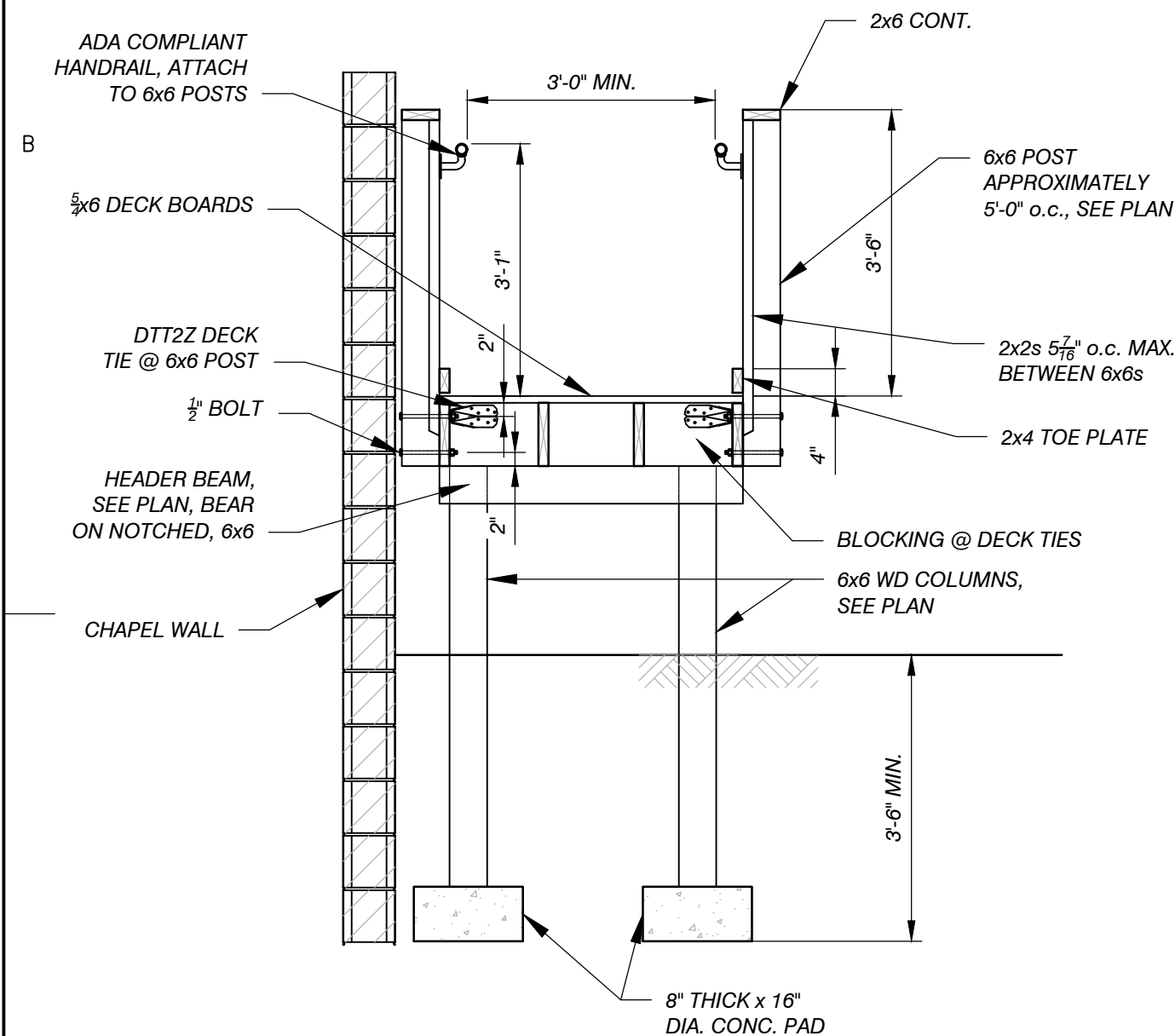
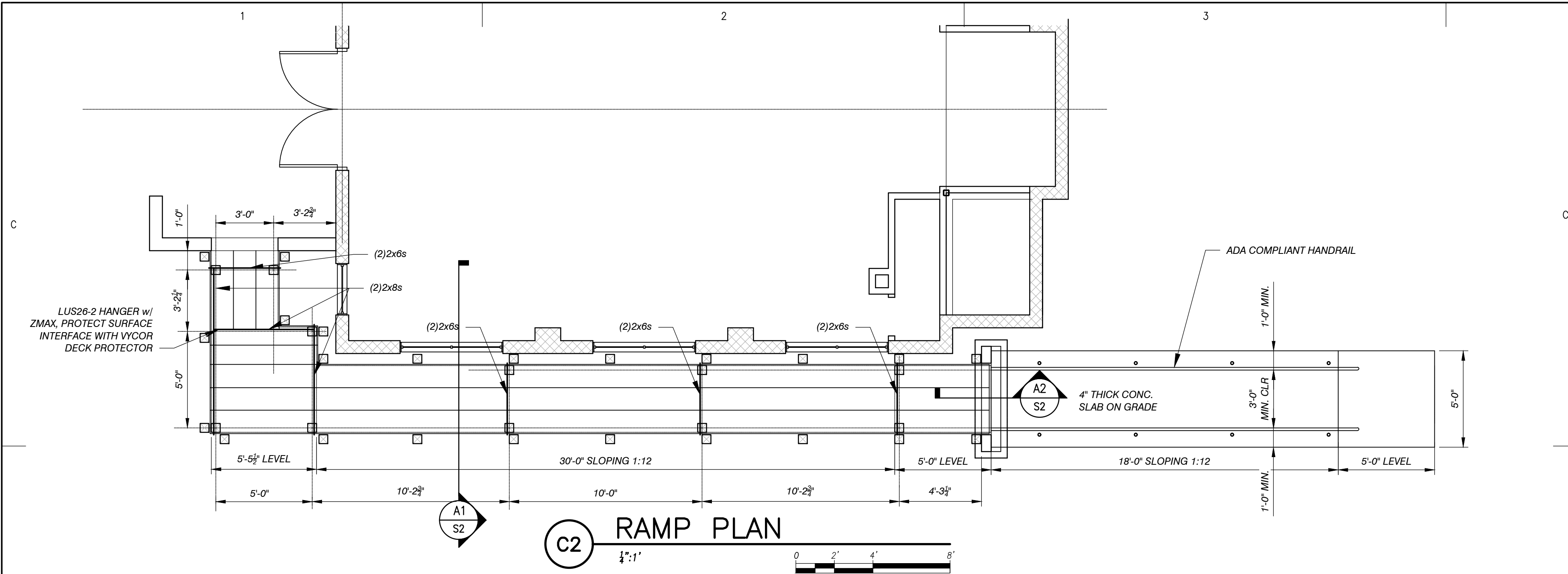
SHEET TITLE

**ROOF REINFORCEMENT
DETAILS**

S1

SHEET 1 OF 2

K:\PROJECTS\5284\DWG\5284PLAN.DWG - RAMP - PLOTTED 5/4/2020 8:36 AM BY BOB BOWLER



CONTINUED FROM SHT S1

MASONRY

- ALL MASONRY DESIGN AND CONSTRUCTION SHALL CONFORM TO THE FOLLOWING STANDARDS:
 - "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURESE (ACI 530)"
 - "SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1)"
- MORTAR FOR USE IN CONCRETE MASONRY BEARING WALLS SHALL CONFORM TO ASTM C-270 TYPE M = 2500psi@28days. GROUT FOR USE IN CONCRETE MASONRY WALLS SHALL CONFORM TO ASTM C-476, TYPE = FINE, MINIMUM COMPRESSIVE STRENGTH 2500psi @ 28 DAYS.

WOOD FRAMING NOTES

- ALL 6x6 WD COLUMNS SHALL BE SOUTHER PINE GRADE NO.2 OR BETTER.
- ALL OTHER DIMENSION LUMBER SHALL BE GRADE S-P-F NO. 2 OR BETTER.
- ALL WOOD CONNECTORS SHOWN ARE SIMPSON STRONG TIE; ALTERNATIVES MUST BE APPROVED BY ENGINEER.
- ALL WOOD EXPOSED TO MOISTURE OR IN CONTACT WITH CONCRETE OR STRUCTURAL STEEL SHALL BE PRESSURE TREATED. ALL SURFACES OF PRESSURE TREATED WOOD IN CONTACT WITH METAL SHALL BE PROTECTED WITH GRACE VYCOR DECK PROTECTOR.

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**BROOKSIDE CHAPEL
RESTORATION**
CHARLEVOIX, MICHIGAN

PROJECT

OWNER

MARK	DATE	DESCRIPTION	REVIEW	ISSUE FOR BIDDING
0	11/15/19			
1	2/24/20			
PROJECT NO: 18-5284				
CAD DWG FILE: 5284PLAN.DWG				
DRAWN BY: RMB				
DESIGNED BY: RMB				
CHECKED BY:				

SEAL

SHEET TITLE

**RAMP PLAN
AND DETAILS**

S2

SHEET 2 OF 2

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: May 4, 2020

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Large Item Trash Collection

We invited three firms this week to bid on a spring and fall large item collection. Bids will be opened May 11 and I plan to present a recommendation to you on May 16 based on these results. Our goal would be to have a collection later in May or early June followed by a second collection in October. Both would be curbside service.

As an aside, normally bid openings are conducted publicly. We have transitioned this process to Zoom so that bidders have real-time information and transparency on our bidding processes.

B. Return to Work

With the lifting of certain restrictions in the past week, we have returned our full-time DPW and Electric crews to a normal schedule. We are bringing back a limited number of seasonal employees for cemetery and park maintenance and also at the golf course. Currently, the golf course clubhouse remains closed. I have asked the Recreation Director to modify his staff schedules to reduce seasonal staffing as much as possible with the revenue implications for the coming season unclear. To date, seasonal staff payroll is down \$10,000 over the same period last year so clearly we have been adjusting our staffing.

C. Public Services Facility Construction

Construction has been slowed though not entirely stopped. Demolition of the main building has been on hold and we did not clean out remaining inventory due to limitations on essential service. This work will now be resuming but we are behind schedule which means the steel inbound from the manufacturer will likely need an alternate location. Currently we are exploring placing the structural steel in the parking lot of the ball fields across the street. This may mean disrupted parking for some portion of the summer but we have few other options at this point.

D. Breast Cancer Walk

The Judy Edger Breast Cancer walk will continue on May 9 but they are staging it as a virtual walk where participants are encouraged to do the walk at anytime during the day without the usual gatherings associated with this event. Tshirt and registration distribution will be conducted in a "curbside delivery" setting ahead of the walk so that social distancing can be maintained and without group gatherings.

E. Clinton Street Stoplight Construction

MDOT contractors have begun staging materials and equipment to complete the stoplight upgrade at Clinton and Bridge Streets. Materials have been placed in the parking spaces off Clinton Street adjacent to East Park. Additional equipment has been placed in the parking lot off Clinton Street behind Central Drug. This material and equipment will be around for a couple weeks and then return later in May before leaving again. Final work is expected to be complete at the end of June.

F. Marina Opening

It appears the marina will be able to open on schedule on May 15 but this is subject to change. It is unclear at this point what directives on social distancing will mean for operations. We have kept the Venetian Festival dates off the DNR system so reservations in that period will be handled locally.

G. Boat Launch Storm Water Project

At your May 18 meeting, I expect to have a proposal for plans to replace the two current landscape islands at the east end of the Boat Launch with rain gardens intended to collect and filter the water from the parking area. This is part of a study of near-shore storm water funded by the Great Lakes Protection Fund Green Marinas program. There will be no cost to the City for this improvement but it will remove a couple trees from the parking lot. Feedback received last year indicated the islands do help manage traffic but the trees within them cause some challenges.

H. Mercer Property Sale

This week I signed the final documents to close on the sale of the small parcel of property on Mercer Avenue Council agreed to sell to John and Glenda Ferguson. I have asked the City Treasurer to deposit the money from this sale into our newly created Housing Initiatives Fund so that we are able to use assets like this to expand housing in our community going forward.

ATTACHMENTS:

- ▣ DDA Minutes
- ▣ Shade Tree Minutes

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET MEETING
Monday, February 24, 2020 at 5:30 p.m.
210 State Street, City Hall, Charlevoix, Michigan

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Chair: Maureen Owens
Members Present: Sam Bingham, Sean Bradley, Richard Christner, Luther Kurtz (by phone), Paul Silva, Rick Wertz, Amanda Wilkin
Non-Voting Member: Liam Dreyer
Members Absent: Kirby Dipert
City Staff: Lindsey Dotson, Executive Director

4. Inquiry Into Potential Conflicts of Interest

5. Consent Agenda

- A. Minutes
- B. Committee Minutes
- C. Monthly Report

Member Dreyer stated that his last name was spelled with two "e's". It was noted that some references to members were reversed.

Motion by Member Christner, second by Member Wertz to approve the Consent Agenda items as amended. Motion passed by unanimous voice vote.

6. Reports

A. Meet Ryan Deery

Mr. Deery introduced himself and gave a brief description of his background and career prior to becoming the Executive Director of the Charlevoix Public Library.

B. Director's Report

Chair Owens asked if anyone had signed up for the Cooperative Ad Campaign and Director Dotson responded that she would make the sign-ups live the next day. She stated that the only change was that they were not doing the Community Shopper ad and it was \$50 more per business; she received at least 12 verbal yeses.

Director Dotson referenced the Inaugural Bridge Charlevoix Conference scheduled for April 30th, from 8:00 a.m.–1:00 p.m. at the Charlevoix Public Library. She also reported that Dan Leonard of the MEDC agreed to work with the DDA to help create a local investors group targeting the lack of housing in the downtown. She stated that another round of Match on Main applications would be due May 4–17.

7. New Business

A. Facade Grant Application - BLOOM

Director Dotson stated that an application was reviewed by the members of the Design Committee from BLOOM to assist in a large window restoration project that will be completed in phases. The amount requested is the rest of the available DDA fund for this fiscal year, \$7,700. She stated that the Design Committee scored the application very highly and recommended Board approval. Ms. Haf responded to questions from the Board members and stated that the two bids she received were not comparable as far as the type of work and the quality of the product. She described the project and stated that the total cost was \$90,000.

Motion by Member Bradley, second by Member Wertz to approve a Façade Grant to Jennifer Haf (BLOOM) in the amount of \$7,700 to be paid upon receipt of proof of payment when the first phase of the project is complete. Motion passed by unanimous voice vote.

B. Presentation/Proposal for 109/111 Bridge Park Drive

Jon O'Connor & Kyle VanStrien, co-owners of Long Road Distillers presented their proposal to occupy the space at 109 and 111 Bridge Park Drive for the purposes of establishing a distillery tasting room, retail shop and cocktail bar. Mr. O'Connor requested replacing the existing southernmost metal door with a traditional glass entry door with sidelights, similar to the entry doors for the shared lobby between the Beaver Island Boat Company and the space in question. He stated they were proposing a lease rate of \$1,400 a month with their payments beginning upon occupancy of the property and MLCC approval. He stated that he was proposing a 3-year lease with the potential for five 3-year renewal options with lease rate increases tied to the CPI and they hoped that the taxes would not exceed \$6,000 per year.

Director Dotson stated that \$6,000 was a good estimate for personal and real property taxes. She added that the rates in the downtown vary greatly ranging from \$10 to \$26 per square foot. Member Christner noted that the proposed rate would be approximately \$6 a square foot. He questioned if the proposal included continued cleaning of the restrooms as was in the previous tenant's lease and Mr. VanStrien stated that they would entertain a similar agreement.

Member Silva felt it would be a great addition to the downtown, but they had a certain responsibility to the City to make sure that we are entering into a fair agreement for both parties. He stated it appeared that this proposal was at a rate lower than what the previous tenant paid, and he felt they needed to know the facts before they made a decision. Member Wertz felt that they had not done due diligence on this and Member Silva stated at the same time he did not want to slow down the applicants. Chair Owens questioned the Board and the applicants if a week of serious due diligence would the Board entertain the idea of having a special meeting to consider a potential counter proposal.

Mayor Kurtz asked if Director Dotson checked to see if the City Charter allows for the proposed 18 year lease. Mr. O'Connor stated that they owned and leased a number of properties and they wanted to make a commitment to the Charlevoix location and also to have some security when making a large investment into a property. Mayor Kurtz thought the Charter limited lease agreements to five years.

Member Dreyer questioned if there was any way to speed up the process by using some of the existing equipment from the Charlevoix Brewing Company. Mr. O'Connor stated that their hope was to use some of the infrastructure, not necessarily the equipment and part of their due diligence was to determine the condition of the building for a new lease.

Mr. VanStrien stated that they took into consideration the former tenant's lease, their business model and the location not being visible from Main Street and the positive/negative externalities of the property. Mr. O'Connor suggested that the DDA could consider approving the concept subject to negotiation of the lease.

Chair Owen stated that the Director could provide fair market value for the property. Director Dotson stated that the estimate to replace the door was about \$5,000. Mayor Kurtz was in favor of approving the concept subject to negotiation of the lease.

The public hearing was opened.

Denise Fate felt that if people were tasting spirits and cocktails it was important that food be offered as well. Mr. O'Connor stated that the space does not offer a full commercial kitchen but they would offer a variety of sandwiches, salads and appetizers.

The public hearing was closed.

Motion by Member Christner, second by Member Wertz to approve the concept as presented subject to acceptable lease negotiations with the proposed tenant. Motion passed by unanimous voice vote.

The members agreed to schedule a special meeting for 8:00 a.m. on Friday, February 29th to finalize the lease negotiations.

C. Cynthia Woods Mitchell & Johanna Favrot Fund Grant Application

Director Dotson explained that because the DDA are members of the National Main Street Center/National Trust for Historic Preservation they were eligible to apply for funding that helps with brick and mortar restoration of buildings that are owned either publicly or by a non-profit in the DDA district. She stated that she was seeking permission to submit a grant on behalf of the Charlevoix Historical Society for continued rehabilitation efforts for interior renovations at the Harsha House Museum at 103 State Street.

Member Christner questioned if there was any liability from the DDA's perspective as to certifying that things are done as they need to be, and Director Dotson responded that would be included in the follow-up reporting. She stated that they were basically the pass-through for the money similar to what was done for the Match on Main Street program. Denise Fate stated that these grants would probably be \$10,000 each and the Society will match the other \$10,000.

The public hearing was opened and closed as there were no public comments.

Motion by Member Bradley, second by Member Bingham to permit Director Dotson to submit grant applications to the Cynthia Woods Mitchell & Johanna Favrot Fund on behalf of the Charlevoix Historical Society for continued rehabilitation efforts at the Harsha House Museum. Motion passed by unanimous voice vote.

D. Draft Design Guidelines

Director Dotson stated that the purpose of the Design Guidelines was to serve as a resource for property owners and contractors as to how to properly take care of their building whether it was historic or not and how to preserve the character that is unique to Charlevoix. She stated it was the intention of the Design Committee, the Zoning Administrator and Planning staff to eventually incorporate some of the recommendations into the City Code for the Central Business District. Director Dotson stated that they were planning to hold an informational meeting on the new guidelines on March 5th at 5:00 p.m. at City Hall.

The public hearing was opened and closed as there were no comments from the public.

Motion by Member Wilkin, second by Member Wertz to approve the Design Guidelines document with minor modifications to styling and content. Motion passed by unanimous voice vote.

8. Request for Future Agenda Items

9. Old Business

A. Façade Grant Reimbursement – 221 Bridge Street

Director Dotson stated that in 2017 the DDA approved a \$10,000 façade grant to Fred DiMartino for fire recovery efforts on his building at 221 Bridge Street, and now three years later the DDA still had not reimbursed him the funds because proof of payment was not provided. Mr. DiMartino advised that he cannot obtain that information from the construction company. Director Dotson stated that the property was still being worked on including the roof and issues with the masonry that was done.

Chair Owens confirmed that Mr. DiMartino spent over \$20,000 on this restoration and he needs to provide something to show that he's paid over \$20,000 toward this project then they would be comfortable with giving him the \$10,000 in grant funds. Member Bingham felt it would be reasonable to give the applicant until March 31st to provide the required documentation. Director Dotson noted that she invited Mr. DiMartino to attend this meeting.

The public hearing was opened and closed as there were no public comments.

Motion by Member Bradley, second by Member Wertz to request proof of payment and completion of project by March 31, 2020 or else the grant award is no longer available because of the time that has passed. Motion passed by unanimous voice vote with Mayor Kurtz abstaining.

10. Board Comments

A. Closed Session Pursuant to MCL 15.268(e)

Motion by Member Christner, second by Member Wertz to enter into Closed Session pursuant to MCL 15.268(e) for the discussion of the request from City Attorney Scott Howard. Motion passed by unanimous voice vote.

Closed Session commenced at 6:50 p.m. and Open Session reconvened at 7:03 p.m.

Motion by Member Owens, second by Member Wertz that the DDA join the City of Charlevoix in their lawsuit against Lake Charlevoix Brewers and Round Lake Group, that we include in the suit the outstanding monies due to the DDA by the two entities of approximately \$1,568, that we request Attorney Scott Howard if possible to include language to protect our building from damage as the two entities vacate the building and that we do not incur any legal fees.

Yeas: Bradley, Christner, Silva, Wertz, Wilkin, Owens

Nays: None

Abstain: Bingham

Absent: Kurtz, Dipert

11. Public Comments

12. Adjourn

Motion by Member Wertz, second by Member Bradley to adjourn the meeting at 7:07 p.m. Motion passed by unanimous voice vote.

Joyce Golding/fgm

Maureen Owens

Chair

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY / MAIN STREET SPECIAL MEETING
Tuesday, April 21, 2020 at 5:30 p.m.
Remote Participation

The meeting was called to order at 5:30 p.m. by Chair Owens.

1. Call to Order

2. Pledge of Allegiance

In order to be in compliance with Governor Whitmer's Executive Order 2020-21 which prohibits in-person work not necessary to sustain or protect life, this Special Meeting was held remotely in accordance with Executive Order No. 2020-15 which grants temporary authorization of remote participation in public meetings due to the COVID-19 pandemic.

3. Roll Call

Chair:	Maureen Owens
Members Present:	Sam Bingham, Richard Christner, Kirby Dipert, Liam Dryer (non- voting), Luther Kurtz, Amanda Wilkin
Members Absent:	Sean Bradley, Paul Silva
City Staff:	Lindsey Dotson, Executive Director
Others Present:	None

4. New Business

a Grant Application Submission

Director Dotson is seeking permission to submit a grant application to the Grills Fund for the amount of \$10,000 that will be used to support small businesses in our district affected by COVID-19. It is Dotson's intention to pair this with funds raised from a crowdfunding campaign in which the public will be able to contribute to. With said monies, a grant program will be created complete with an application and review process, and final grant award approvals will come to the Board. A task force consisting of members of our Economic Vitality Committee has been created to review similar programs process and criteria as a starting point to creating our own.

Motion by Christner, second by Bingham to approve Director Dotson to submit a grant application to the Grills Fund for Main Street Revitalization requesting \$10,000 to help fund innovative revitalization efforts to address the current and/or legacy impacts of COVID-19. Motion passes unanimously.

5. Adjourn.

Meeting adjourned at 5:45 p.m.

Lindsey J. Dotson Executive Director

Maureen Owens Chair

Shade Tree Commission Meeting Minutes
Tuesday, December 10, 2019
Second Floor Conference Room, City Hall

Members Present: Perry Hodgson; Ken Polakowski; Jennifer Muladore; Mark Pawlicki (appointment effective December 18)

Members Absent: None

Also present: Pat Elliott, DPW Superintendent; Mark L. Heydlauff, City Manager

Chair Hodgson called the meeting to order at 1:00pm.

Motion by Muladore, second by Polakowski to approve the minutes of the September 24, 2019 minutes.

Motion carried.

Chair Hodgson asked Mr. Elliott to review the 2019 tree planting projects. The Commission discussed aspects of the planting and felt it was generally a success but that too many tree plantings occurred for what we are able to administer. Approximately 220 trees were planted this year. Mr. Elliott suggested direct contact with property owners is needed well in advance of the planting to reduce confusion; he also suggested limiting the planting to 100 trees. The Commission also discussed expanding the use of GIS data for tracking the tree planting and perhaps also doing letters to property owners.

Chair Hodgson asked the Commission to review information on a recently approved ordinance from Traverse City regarding expansion of the tree canopy for the City.

Mr. Elliott reported that new gator bags came with each new tree planted last year. In the spring, gator bags will be placed around each tree and watered as needed. Staffing is always a challenge.

Chair Hodgson discussed how GIS can be used further for the tree management and inventory.

The Commission discussed future considerations for the parks and the role for the Commission going forward in those spaces.

Mr. Elliott requested the Shade Tree Commission take a group picture by one of our newly planted trees.

There was no public comment.

Chair Hodgson adjourned the meeting at 2:03pm.