



Agenda
City of Charlevoix City Council Regular Meeting
Monday, July 1, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - June 17, 2024
 - B. Accounts Payable and Payroll Check Registers
 - C. Airport Work Orders from RS&H
 - D. Charlevoix Yacht Club Request for Free Parking
 - E. 2024 Venetian Festival Approvals
 - F. Check Request for Charlevoix Historical Society
 - G. Planning Commission Annual Report
- 6. Public Hearings and Actions Requiring Public Hearings**
 - A. Ordinance 850 of 2024: Outdoor Storage Zoning Ordinance Amendment
Jonathan Scheel, Zoning Administrator
Mark Heydlauff, City Manager
- 7. All Other Actions and Requests**
 - A. Mt. McSauba Playground update and equipment purchase
Kent Knorr, Recreation Director
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**
- 10. Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings

should contact the City Clerk's Office at 231-547-3250 or by email clerk@charlevoixmi.gov. A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodations requests.

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - June 17, 2024

Date: July 1, 2024

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. City Council Draft Meeting Minutes 06/17/2024

City of Charlevoix
City Council Regular Meeting Minutes
Monday, June 17, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

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

2. Roll Call

Mayor: Lyle Gennett

Members Present: Shane Cole, Aaron Hagen, Mark Knapp, Phil Parr, Richard Spring

Members Absent: Janet Kalbfell

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

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

Yeas: Parr, Spring, Knapp, Cole, Hagen

Nays: None

Absent: Kalbfell

Motion carried.

A. City Council Meeting Minutes - June 3, 2024

Motion to approve the minutes as presented.

B. Accounts Payable and Payroll Check Registers

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

Dates	Description	Amount
06/07/2024	Payroll Transmittal Checks	\$6,366.86
06/07/2024	Payroll (net pay)	\$135,568.71
06/18/2024	Regular Accounts Payable	\$531,046.14
06/03/2024-06/10/2024	ACH/WIRE Payments	\$167,781.05
06/18/2024	Tax Disbursement	\$18,005.53
Grand Total		\$858,768.29
The entire accounts payable and payroll check registers can be viewed on the City's website.		

C. LIEAF Opt-out Resolution

Motion to opt out of Public Act 95 of 2013 for the 2024-2025 heating season.

D. Transformer purchase: \$14,745.15

Motion to approve the purchase of one SETI 75 kVA three phase pad mounted transformers from the Holland Board of Public Works in the amount of \$14,745.15.

E. Airport Professional Engineering Services Contract

Motion to approve the contract and authorize the City Manager to sign the general engineering service contract with RS&H.

F. Water Tower Maintenance Engineering for the amount of \$14,000

Motion to accept the proposal as presented by Dixon Engineering for the amount of \$14,000 and authorize the City Manager to sign any required documents.

6. Public Hearings and Actions Requiring Public Hearings

A. Set Public Hearing: Pinebridge Place PILOT & Development Agreement

Mark Heydlauff, City Manager

Jane MacKenzie

City Manager Heydlauff and Jane MacKenzie, Northern Homes Community Development Corporation presented information on the Pinebridge Place PILOT and Development Agreement.

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

Motion by Cole, seconded by Spring to set a public hearing for July 15, 2024, in the Council Chamber of City Hall to consider Ordinance 851, a Payment in Lieu of Tax Ordinance for Pinebridge Place Nonprofit Housing Corporation.

Yeas: Parr, Spring, Knapp, Cole, Hagen

Nays: None

Absent: Kalbfell

Motion carried.

B. Outdoor Storage Zoning Ordinance Discussion

Mark Heydlauff, City Manager

Jonathan Scheel, Zoning Administrator

City Manager Heydlauff and Director of Planning and Zoning Jonathan Scheel presented information on the outdoor storage zoning ordinance.

Mayor Gennett opened the item for public comment, one was heard.

After discussing the items listed in the staff report, Council concurred and directed staff to prepare a draft ordinance.

7. All Other Actions and Requests

A. Distributed Energy Resource (DER) Documents

John Griffith, Electric Department Director

John Griffith, Electric Department Director, presented information on the Distributed Energy Resource (DER) documents.

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

Motion by Spring, seconded by Cole to approve the Distributed Energy Resource documents as presented.

Yeas: Parr, Spring, Knapp, Cole, Hagen

Nays: None

Absent: Kalbfell

Motion carried.

B. Mayoral Appointments

Lyle Gennett-Mayor

Mayor Gennett presented information on his mayoral appointments.

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

Motion by Parr, seconded by Cole to confirm the Mayor's appointment of Cole Oosthuizen to the Recreation Advisory Committee with a term expiring December 2026.

Yeas: Parr, Spring, Knapp, Cole, Hagen

Nays: None

Absent: Kalbfell

Motion carried.

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

Motion by Hagen, seconded by Knapp to confirm the Mayor's appointment of Jill Dipert to the Recreation Advisory Committee with a term expiring December 2024.

Yeas: Parr, Spring, Knapp, Cole, Hagen

Nays: None

Absent: Kalbfell

Motion carried.

8. Reports and Communications

A. Public Comment

B. City Manager's Comments

- Toured the Coast Guard Station with Senator Damoose and Sheriff Vondra which together, the County, Coast Guard, local law enforcement and fire departments are looking at a new multi-use emergency response boat which would be funded by a FEMA grant

C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:45 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

Draft

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: July 1, 2024

Presented By:

Background:

Recommendation:

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

Attachments:

1. Check Registers 07-01-24 Agenda

Check Number	Payee	Amount
06/21/2024		
142615	AT&T	1,600.64
142616	AT&T MOBILITY	910.42
142617	CHARLEVOIX STATE BANK	5,964.75
142618	CHARTER COMMUNICATIONS	863.91
142619	CHARTER COMMUNICATIONS OPERA	88.24
142620	DELTA DENTAL	3,319.12
142621	GFL ENVIRONMENTAL	1,437.52
142622	GREAT LAKES ENERGY	594.38
142623	J RANCK ELECTRIC INC	3,787.54
142624	MICHIGAN MUNICIPAL LEAGUE	16,366.00
142625	PRIORITY HEALTH	45,998.52
142626	RANGE TELECOMMUNICATIONS	215.00
142627	SELECT ELECTRIC CO	4,210.00
142628	VSP INSURANCE CO. (CT)	548.45
142629	WEX BANK	7,932.93
Total 06/21/2024:		93,837.42
Grand Totals:		93,837.42

Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

06/21/24 Special Accounts Payable Run	\$ 93,837.42
06/21/24 Payroll (net pay)	\$ 138,499.55
06/21/24 Payroll Transmittal Checks	\$ 5,548.86
07/02/24 Regular Accounts Payable	\$ 365,232.06
Checks Sub-Total:	\$ 603,117.89

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

06/17/24 MI Public Power Agency	\$ 24,499.35
06/20/24 Enterprise FM Trust (fleet lease)	\$ 4,361.36
06/21/24 IRS (Payroll Tax Deposit)	\$ 48,074.60
06/21/24 Alerus Financial (HCSP)	\$ 558.00
06/21/24 Vantagepoint (401 Plan)	\$ 1,204.14
06/21/24 Vantagepoint (457 Plan)	\$ 22,220.94
06/21/24 Vantagepoint (Roth IRA)	\$ 1,190.00
06/21/24 State of MI (Withholding Tax)	\$ 7,271.84
06/21/24 MERS (Defined Benefit Plan)	\$ 67,225.27
06/24/24 MI Public Power Agency	\$ 23,600.75
06/25/24 MI Public Power Agency	\$ 281,022.68
ACH Sub-Total:	\$ 481,228.93

Huntington National Bank Total: \$ 1,084,346.82

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

Tax Disbursement	\$ -
Charlevoix State Bank Total:	\$ -
Grand Total:	\$ 1,084,346.82

APPROVED:


 CITY MANAGER

CITY TREASURER

CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
06/15/2024	PC	06/21/2024	39650	HEYDLAUFF, MARK L.	102		3,834.15
06/15/2024	PC	06/21/2024	39651	DVORACEK, SARAH J.	105		2,498.73
06/15/2024	PC	06/21/2024	39652	DEROSIA, PATRICIA E.	107		982.69
06/15/2024	PC	06/21/2024	39653	DOTSON, LINDSEY J.	109		1,733.14
06/15/2024	PC	06/21/2024	39654	KLOOSTER, ALIDA K.	121		2,068.54
06/15/2024	PC	06/21/2024	39655	BARNEVELD, RICHELLE	123		1,324.60
06/15/2024	PC	06/21/2024	39656	SCHULZ, GINNY L.	125		1,626.70
06/15/2024	PC	06/21/2024	39657	JENKINS, JESSICA-RAE	127		1,468.59
06/15/2024	PC	06/21/2024	39658	MILLER, FAITH G.	142		450.72
06/15/2024	PC	06/21/2024	39659	MCGINN, KELLY A.	146		2,440.65
06/15/2024	PC	06/21/2024	39660	SCHEEL, JONATHAN D.	149		2,184.03
06/15/2024	PC	06/21/2024	39661	MCDONNELL, JILL L.	202		2,211.21
06/15/2024	PC	06/21/2024	39662	UMULIS, MATTHEW T.	205		1,862.97
06/15/2024	PC	06/21/2024	39663	ORBAN, BARBARA K.	209		1,458.98
06/15/2024	PC	06/21/2024	39664	RILEY, DENISE M.	213		576.23
06/15/2024	PC	06/21/2024	39665	MUNK, CHRISTOPHER J.	215		2,338.05
06/15/2024	PC	06/21/2024	39666	CHRISTIANSEN, BRIAN D	218		1,724.11
06/15/2024	PC	06/21/2024	39667	RAMIREZ, CHARLES V.	219		1,643.00
06/15/2024	PC	06/21/2024	39668	YOUNG, KRISTEN L.	230		1,547.99
06/15/2024	PC	06/21/2024	39669	CONWAY, PATRICK G.	239		451.27
06/15/2024	PC	06/21/2024	39670	MACGILLIVRAY, ROGER	244		1,095.72
06/15/2024	PC	06/21/2024	39671	DOTSON, WILLIAM R.	249		520.84
06/15/2024	PC	06/21/2024	39672	KALLMAN, ARIN J.	251		530.58
06/15/2024	PC	06/21/2024	39673	WURST, RANDALL W.	411		1,830.77
06/15/2024	PC	06/21/2024	39674	HILLING, NICHOLAS A.	413		1,742.38
06/15/2024	PC	06/21/2024	39675	MEIER III, CHARLES A.	421		1,545.65
06/15/2024	PC	06/21/2024	39676	ZACHARIAS, STEVEN B.	422		1,675.38
06/15/2024	PC	06/21/2024	39677	NEWMAN, MARK J.	424		1,692.76
06/15/2024	PC	06/21/2024	39678	LOUGHMILLER, JOHN A.	425		2,093.91
06/15/2024	PC	06/21/2024	39679	GRIFFITH, JOHN J.	500		2,669.96
06/15/2024	PC	06/21/2024	39680	EATON, BRAD A.	515		2,632.94
06/15/2024	PC	06/21/2024	39681	WILSON, TIMOTHY J.	516		3,001.75
06/15/2024	PC	06/21/2024	39682	LAVOIE, RICHARD L.	519		2,769.83
06/15/2024	PC	06/21/2024	39683	STERRETT, PHILLIP R.	520		1,980.10
06/15/2024	PC	06/21/2024	39684	STEVENS, BRANDON C.	521		2,658.89
06/15/2024	PC	06/21/2024	39685	WHITLEY, ANDREW T.	522		2,664.96
06/15/2024	PC	06/21/2024	39686	FARRELL, MITCHELL L.	524		2,193.10
06/15/2024	PC	06/21/2024	39687	ANDERSON, ELIZABETH	526		1,460.44
06/15/2024	PC	06/21/2024	39688	KENWABIKISE, DAVID L.	528		1,310.63
06/15/2024	PC	06/21/2024	39689	ELLIOTT, PATRICK M.	600		3,385.35
06/15/2024	PC	06/21/2024	39690	MORRISON, KEVIN P.	601		1,821.51
06/15/2024	PC	06/21/2024	39691	FURGESON, JUSTIN L.	613		1,920.33
06/15/2024	PC	06/21/2024	39692	BRADLEY, KELLY R.	614		1,691.71
06/15/2024	PC	06/21/2024	39693	HART II, DELBERT W.	616		1,876.60
06/15/2024	PC	06/21/2024	39694	JONES, ROBERT F.	618		1,623.55
06/15/2024	PC	06/21/2024	39695	THORP JR, WILLIAM D.	623		1,620.18
06/15/2024	PC	06/21/2024	39696	LEITNER, RYAN S.	624		2,034.83
06/15/2024	PC	06/21/2024	39697	NOWKA, STEPHEN P.	626		1,732.39
06/15/2024	PC	06/21/2024	39698	REID, ROB A.	632		1,530.44
06/15/2024	PC	06/21/2024	39699	DORAN, JUSTIN J.	634		2,506.57
06/15/2024	PC	06/21/2024	39700	CONWAY, ANNEMARIE	668		575.52
06/15/2024	PC	06/21/2024	39701	FINNERTY, HOLLY E.	669		1,172.15
06/15/2024	PC	06/21/2024	39702	WILSON, SAMUEL J.	672		1,029.10
06/15/2024	PC	06/21/2024	39703	POIROT, KENNETH R.	673		765.08
06/15/2024	PC	06/21/2024	39704	VENTZKE, COLE C.	674		1,105.08
06/15/2024	PC	06/21/2024	39705	JOHNSON, RANDY J.	680		1,236.95
06/15/2024	PC	06/21/2024	39706	PARRISH, JASON P.	681		845.76

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
06/15/2024	PC	06/21/2024	39707	SPEER, LIAM M.	682		521.82
06/15/2024	PC	06/21/2024	39708	HIGGINS, THERESE M.	689		655.25
06/15/2024	PC	06/21/2024	39709	CRANDELL, ZACKARY R.	691		559.94
06/15/2024	PC	06/21/2024	39710	RABIDEAU, JACOB L.	696		1,111.27
06/15/2024	PC	06/21/2024	39711	BORTHS, MICHAEL J.	698		967.82
06/15/2024	PC	06/21/2024	39712	KNORR, KENT J.	700		2,394.26
06/15/2024	PC	06/21/2024	39713	ANZELL, BETH A.	702		1,668.93
06/15/2024	PC	06/21/2024	39714	STEBE, LAURA A.	703		161.04
06/15/2024	PC	06/21/2024	39715	STEWART, SPENCER P.	720		949.55
06/15/2024	PC	06/21/2024	39716	MCDERMOTT, DENNIS J.	732		2,201.86
06/15/2024	PC	06/21/2024	39717	JASURDA, DONALD J.	748		1,064.60
06/15/2024	PC	06/21/2024	39718	BLECKE, SKYLAR T.	749		281.67
06/15/2024	PC	06/21/2024	39719	LAVOIE, AUBREY J.	750		286.92
06/15/2024	PC	06/21/2024	39720	WHITE III, MARCUS W.	754		1,093.11
06/15/2024	PC	06/21/2024	39721	LATHROP, GLADDIES J.	755		455.92
06/15/2024	PC	06/21/2024	39722	BEECHERL, GRACE M.	758		957.72
06/15/2024	PC	06/21/2024	39723	CUNNINGHAM, ABIGAIL A.	759		1,156.59
06/15/2024	PC	06/21/2024	39724	WALKER, MEREDITH A.	771		833.55
06/15/2024	PC	06/21/2024	39725	SMITH, ANNA K.	773		392.49
06/15/2024	PC	06/21/2024	39726	JAREMA, ALISON, K.	774		487.27
06/15/2024	PC	06/21/2024	39727	LEVY, JAYDEE L.	775		343.71
06/15/2024	PC	06/21/2024	39728	ROSIER, OLIVIA J.	777		368.69
06/15/2024	PC	06/21/2024	39729	SAUER, JOHN V.P.	778		380.17
06/15/2024	PC	06/21/2024	39730	BOLLMANN, JOSIE J.	779		404.37
06/15/2024	PC	06/21/2024	39731	PETROSKY, TAYLOR G.	780		404.37
06/15/2024	PC	06/21/2024	39732	PHILP, DAVAYAH A.	781		306.72
06/15/2024	PC	06/21/2024	39733	HOSLER, ISABELLA C.	783		630.97
06/15/2024	PC	06/21/2024	39734	GERLACH, MAREN R.	786		590.95
06/15/2024	PC	06/21/2024	39735	WAGNER, KIRSTEN M.	793		363.41
06/15/2024	PC	06/21/2024	39736	BIRD, SPENCER H.	794		544.31
06/15/2024	PC	06/21/2024	39737	DRENTH, DOUGLAS A.	838		797.96
06/15/2024	PC	06/21/2024	39738	ELGART, SARAH N.	840		656.13
06/15/2024	PC	06/21/2024	39739	GILL, DAVID R.	856		1,283.03
06/15/2024	PC	06/21/2024	39740	LABLANCE, MAUREEN J.	863		343.71
06/15/2024	PC	06/21/2024	39741	LIVINGSTON, BRIAN D.	866		2,298.02
06/15/2024	PC	06/21/2024	39742	KLOOSTER, PATRICK H.	868		512.23
06/15/2024	PC	06/21/2024	39743	WAY, KRISTINA M.	870		157.46
06/15/2024	PC	06/21/2024	39744	PARKER, SCOTT W.	873		110.94
06/15/2024	PC	06/21/2024	39745	PETROSKY, TIMOTHY D.	874		126.32
06/15/2024	PC	06/21/2024	39746	NISWANDER, WILLIAM M.	876		468.37
06/15/2024	PC	06/21/2024	39747	FRESA, EDWARD K.	877		467.61
06/15/2024	PC	06/21/2024	39748	SCHOLEY, ROBERT W.	902		2,041.57
06/15/2024	PC	06/21/2024	39749	OLIVER, GRANT T.	915		1,272.21
06/15/2024	PC	06/21/2024	39750	POSTMUS, ANTHONY H.	916		1,264.54
06/15/2024	PC	06/21/2024	39751	DOUGLAS, MARK	935		1,571.25
06/15/2024	PC	06/21/2024	39752	FRATRICK, JOSEPH W.	940		1,026.85
06/15/2024	PC	06/21/2024	39753	BENNETT, TAWNYA E.	953		909.30
06/15/2024	PC	06/21/2024	39754	TRAVERS, MANUEL J.	998		1,401.50
06/15/2024	PC	06/21/2024	142607	COX, RONALD L.	869		281.26
Grand Totals:			106				138,499.55

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
06/15/2024	06/21/2024	142608	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,145.58
06/15/2024	06/21/2024	142609	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	55.40
06/15/2024	06/21/2024	142609	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	427.44
06/15/2024	06/21/2024	142610	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,230.00
06/15/2024	06/21/2024	142611	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	647.18
06/15/2024	06/21/2024	142612	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
06/15/2024	06/21/2024	142613	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,549.35
06/15/2024	06/21/2024	142614	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	276.73
06/15/2024	06/21/2024	142614	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 6/15/	51.29
06/15/2024	06/21/2024	142614	THE HARTFORD	9035	CHILD LIFE Pay Period: 6/15/20	11.00
06/15/2024	06/21/2024	142614	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	28.60
06/15/2024	06/21/2024	142614	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 6/15	5.09
06/15/2024	06/21/2024	142614	THE HARTFORD	9035	CHILD AD&D Pay Period: 6/15/2	4.65
Grand Totals:		13				5,548.86



Check Number	Payee	Amount
07/02/2024		
142630	ABILITA	2,250.00
142631	ALL-PHASE ELECTRIC SUPPLY CO	321.76
142632	AMAZON CAPITAL SERVICES	2,291.48
142633	ANDERSON, ELIZABETH A.	50.00
142634	ANZELL, BETH A.	50.00
142635	AT YOUR SERVICE PLUS INC	560.00
142636	AVFUEL CORPORATION	103,054.33
142637	BALLARD'S PLUMBING AND HEATING	120.00
142638	BANDIT INDUSTRIES INC	508.47
142639	BARUZZINI AQUATICS	7,641.37
142640	BAY STREET ORTHOPAEDICS PLLC	200.00
142641	BIOTECH AGRONOMICS INC	64,873.50
142642	BLARNEY CASTLE OIL CO	2,458.50
142643	BLOOM FLORAL DESIGN LLC	200.00
142644	CHARLEVOIX AUTO LLC	31.72
142645	CHARLEVOIX SCREEN MASTERS INC	4,907.50
142646	CHEMICAL SYSTEMS INC.	10,320.00
142647	CONWAY PROFESSIONAL SERVICES	19,343.00
142648	DeROSIA, PATRICIA E.	50.00
142649	DHASELEER EVENTS BARN	172.00
142650	DORAN, JUSTIN J.	50.00
142651	DOTSON, LINDSEY J.	50.00
142652	DOUGLAS, MARK	50.00
142653	DRENTH, DOUGLAS A	50.00
142654	DTE	1,790.00
142655	DVORACEK, SARAH	50.00
142656	ELLIOTT, PATRICK M.	50.00
142657	ELLSWORTH FARMERS EXCHANGE	5,735.59
142658	ELMER'S CRANE & DOZER INC	527.81
142659	FARMER WHITE'S	315.00
142660	GERLACH, MAREN R.	125.00
142661	GOLDEN HILLS MAPLE SYRUP LLC	46.00
142662	GORDON FOOD SERVICE	956.49
142663	GOVERNMENT FINANCE OFFICERS	160.00
142664	GRAINGER	267.06
142665	GRIFFITH, JOHN J	50.00
142666	GRP ENGINEERING INC	4,381.62
142667	GUNTZVILLER BERRY FARM	176.00
142668	HACH COMPANY	1,810.52
142669	HAGGARD PLUMBING & HEATING	4,634.70
142670	HARRELL'S LLC	8,363.62
142671	HERZOG ELECTRIC	366.70
142672	HEYDLAUFF, MARK L.	663.45
142673	HILLING, NICHOLAS A.	50.00
142674	HILLSIDE HARVEST FARM LLC	79.00
142675	HUGHES, LAURIE	217.00
142676	HYDE SERVICES LLC	36.66
142677	HYDROCORP	2,077.00

Check Number	Payee	Amount
142678	IDI	75.00
142679	IPS GROUP INC	761.88
142680	JACK DOHENY COMPANY	2,208.42
142681	JANSON EQUIPMENT COMPANY	119.08
142682	JAREMA, ALISON K.	125.00
142683	KALAMAZOO SANITARY SUPPLY LLC	4,445.78
142684	KLOOSTER, ALIDA K.	50.00
142685	KNIGHTS TOOLS LLC	184.50
142686	KNORR, KENT J.	50.00
142687	KRAFT BUSINESS SYSTEMS	16.51
142688	KRAZY KAKE A HOLICS	55.00
142689	LAKESHORE TIRE & AUTO SERVICE	60.00
142690	LASER PRINTER TECHNOLOGIES	69.90
142691	LIVINGSTON, BRIAN D.	50.00
142692	MACGREGOR PLUMBING & HEATING	16,500.00
142693	MACQUEEN EQUIPMENT LLC	468.08
142694	MANTHEI CONSTRUCTION	285.74
142695	MATHEWS, SHELLY	30.00
142696	MCDERMOTT, DENNIS J.	50.00
142697	MCDONNELL, JILL L	50.00
142698	McGINN, KELLY A.	50.00
142699	MICHIGAN MUNICIPAL LEAGUE	98.24
142700	MICHIGAN PIPE AND VALVE	301.20
142701	MILLER, FAITH G	52.93
142702	MINERAL MASTERS	3,712.50
142703	MUNK, CHRISTOPHER J.	130.00
142704	MUTT MITT	2,750.69
142705	NORTH COAST FASTENERS LLC	308.53
142706	NORTHWEST ELECTRONICS & REPAI	59.98
142707	O'CONNOR, ANORA	1,200.00
142708	OHM ADVISORS	1,479.75
142709	OLIVER, LAURA	80.00
142710	OLSON & HOWARD	1,875.50
142711	OMS COMPLIANCE SERVICES INC	146.75
142712	OSMOSE UTILITIES SERVICES INC	286.25
142713	OTEC	607.00
142714	PENINSULA FIBER NETWORK LLC	399.03
142715	PENN VALLEY PUMP CO INC	1,024.50
142716	PERFORMANCE ENGINEERS INC	15,307.50
142717	PLUNKETT COONEY	100.00
142718	POWER LINE SUPPLY	17,745.25
142719	POWER SYSTEM ENGINEERING INC	7,682.50
142720	PREIN & NEWHOF	1,241.50
142721	REHMANN LLC	11,475.00
142722	RIETH-RILEY CONSTRUCTION CO IN	691.65
142723	SAWGLE, JAN	60.00
142724	SCHEEL, JONATHAN D	50.00
142725	SCHOLEY, ROBERT W.	50.00
142726	SELECT ELECTRIC CO	2,605.00

Check Number	Payee	Amount
142727	SPARTAN STORES LLC	84.63
142728	STATE OF MICHIGAN	290.00
142729	STITCH N LYDS LLC	998.75
142730	STRINGER, CHELSEA	135.00
142731	SUMMIT FIRE PROTECTION	728.00
142732	TILLIE'S TAFEL	37.00
142733	TOP LINE ELECTRIC LLC	1,020.00
142734	TRACE ANALYTICAL LABORATORIES I	677.50
142735	UMULIS, MATTHEW T.	513.46
142736	UNIFIRST CORPORATION	271.12
142737	UP NORTH ASSESSING INC	5,500.00
142738	USABUEBOOK	3,583.61
142739	VILLAGE GRAPHICS INC	37.50
142740	WALKER, MEREDITH A.	50.00
142741	WILMOT ELECTRIC INC	1,032.07
142742	WURST, RANDALL W.	50.00
142743	YOUNG, KRISTEN L.	50.00
142744	ZAREMBA EQUIPMENT INC	414.43
Total 07/02/2024:		365,232.06
Grand Totals:		365,232.06

Check Number	Payee	Amount
06/17/2024		
61724001	MICHIGAN PUBLIC POWER AGENCY	24,499.35
Total 06/17/2024:		24,499.35
Grand Totals:		24,499.35

Check Number	Payee	Amount
06/20/2024		
62024001	ENTERPRISE FM TRUST	4,361.36
Total 06/20/2024:		4,361.36
Grand Totals:		4,361.36

Check Issue Date	Check Number	Payee	Amount
62124001			
06/21/2024	62124001	**EFTPS* Payroll Taxes	12,868.62
06/21/2024	62124001	**EFTPS* Payroll Taxes	12,868.62
06/21/2024	62124001	**EFTPS* Payroll Taxes	3,009.64
06/21/2024	62124001	**EFTPS* Payroll Taxes	3,009.64
06/21/2024	62124001	**EFTPS* Payroll Taxes	16,318.08
Total 62124001:			
	5		48,074.60
62124002			
06/21/2024	62124002	Alerus Financial	558.00
Total 62124002:			
	1		558.00
62124003			
06/21/2024	62124003	MissionSquare - 401 Plan 109153	1,204.14
Total 62124003:			
	1		1,204.14
62124004			
06/21/2024	62124004	MissionSquare - 457 Plan 300959	4,432.00
06/21/2024	62124004	MissionSquare - 457 Plan 300959	3,283.63
06/21/2024	62124004	MissionSquare - 457 Plan 300959	5,303.27
06/21/2024	62124004	MissionSquare - 457 Plan 300959	9,202.04
Total 62124004:			
	4		22,220.94
62124005			
06/21/2024	62124005	MissionSquare - Roth IRA 706117	1,190.00
Total 62124005:			
	1		1,190.00
62124006			
06/21/2024	62124006	STATE OF MICHIGAN	7,271.84
Total 62124006:			
	1		7,271.84
Grand Totals:			
	13		80,519.52



Check Number	Payee	Amount
06/21/2024		
62124007	MERS	67,225.27
Total 06/21/2024:		67,225.27
Grand Totals:		67,225.27

Check Number	Payee	Amount
06/24/2024		
62424001	MICHIGAN PUBLIC POWER AGENCY	23,600.75
Total 06/24/2024:		23,600.75
Grand Totals:		23,600.75

Check Number	Payee	Amount
06/25/2024		
62524001	MICHIGAN PUBLIC POWER AGENCY	281,022.68
Total 06/25/2024:		281,022.68
Grand Totals:		281,022.68

Charlevoix City Council

Consent Agenda

Title: Airport Work Orders from RS&H

Date: July 1, 2024

Presented By:

Background:

After the Council approved the General Engineering Contract with RS&H, they delivered the work orders for the design of the projects that are scheduled for 2024. The first is the gate improvement project and the second is a subsurface drainage project for taxiway A3. The work orders describe the projects and authorize RS&H to move forward to the design phase.

The cost is \$45,000 for the gate improvement project design and \$15,000 for the subsurface drainage project design. 100% of these costs will be covered by the federal government as noted in exhibit #1 of the MDOT Block Grant Contract 2024-0639 on page 11 (attached).

The total cost of construction is unknown at this time, but will become known after the bidding phase of the design projects. These costs are based on a 90/5/5 percent split. 90% funded by the federal government, 5% funded by the State of Michigan, and 5% by the local municipality.

Recommendation:

Motion to approve the work orders and authorize the City Manager to sign any necessary documents.

Attachments:

1. 10105007001 CVX WO 1 Gate Improvements (RS&H Signed)
2. 10105007002 CVX WO 2 Subsurface Drainage (RS&H Signed)
3. Charlevoix 2024-0639 (0821) recon perimeter fence, gate upgrade, drainage - design (1)
4. MDOT AERO Contract 2024-0639 - Exhibit #1

RS&H Project No. 1010.5007.001
Short Title: CVX Access Gate Improvements

WORK ORDER 1

Work Order No. 1
Date: _____

RS&H MICHIGAN, INC., a Michigan corporation (“RS&H”) agrees to perform and complete the following work (hereinafter “Work”) for **the City of Charlevoix** (the “Client”), in accordance with the terms and conditions of the Agreement for Professional Services dated June 17, 2024, all of which terms and conditions are incorporated herein by reference:

Project Location: Charlevoix Municipal Airport, Charlevoix, MI

Project Description/Scope of Services: Design and bidding services for the Access Gate Improvements project at Charlevoix Municipal Airport.

Fee: Lump Sum fee of \$45,000.00 (Forty-five thousand dollars and zero cents)

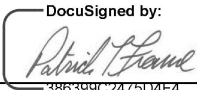
Schedule: See Attachment A-Section V – Project Schedule

Deliverables: See Attachment A-Section IV - Deliverables

Other Considerations: None

RS&H:

RS&H Michigan, Inc.

By: 
386399C2475D4F4
Print Name: Patrick T. Frame
Title: President

CLIENT:

City of Charlevoix

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____ Secretary

ATTACHMENT A

***Access Gate Improvements
Scope of Work***

Version 1.0
April 16, 2024
Charlevoix Municipal Airport
City of Charlevoix
Charlevoix, Michigan

Prepared by RS&H Michigan, Inc. at the
direction of the City of Charlevoix.



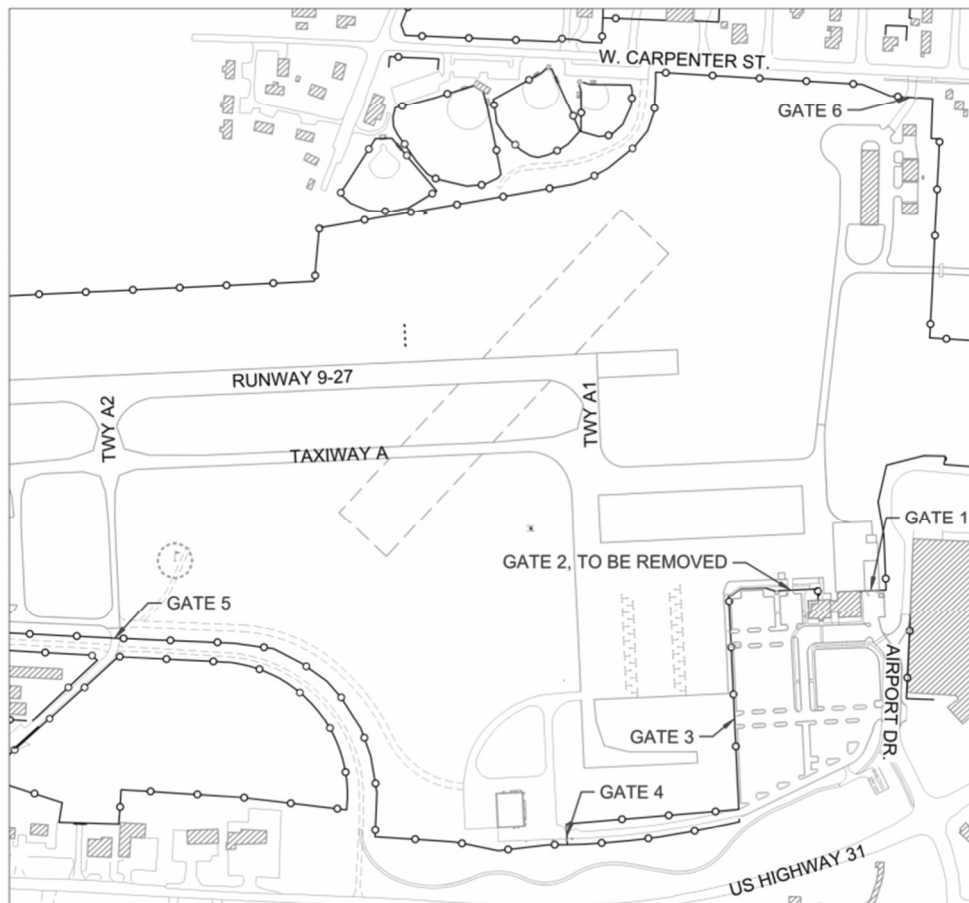
I PROJECT DESCRIPTION

The City of Charlevoix owns and operates Charlevoix Municipal Airport (CVX). The City of Charlevoix has selected RS&H Michigan, Inc. (RS&H) to provide design and bidding services for the Access Gate Improvements project. The proposed project will replace vehicle gate operators on five (5) existing Airport access gates, replace the Access Control System, and remove Gate 2. The overall project limits are shown in Figure 1 below.

Specific work elements include the following:

- » Replacement of five (5) existing vehicle gate operators
- » Replacement of the Access Control System
- » Removal of Gate 2
- » Safety and Phasing

**FIGURE 1:
OVERALL PROJECT LIMITS**



This scope includes design and bidding phase services. Construction phase services are not included in this scope and may be negotiated at a later date.

The project will be evaluated and designed to the following FAA Advisory Circulars, as applicable, including (but not limited to):

FAA AC 150/5370-2G Operation Safety on Airports during Construction
FAA AC 150/5370-10H Standards for Specifying Construction of Airports

II PROJECT TASKS

TASK 1 DESIGN PHASE SERVICES

Task 1.1 Predesign Phase

RS&H will coordinate and attend one kick-off meeting with the Airport staff and MDOT Aeronautics to establish design goals and methods, and schedule. Meeting minutes will be developed following the meeting and distributed to all attendees.

The Airport will provide any existing data within the project area that is available including record drawings, engineer's reports, construction reports, and other applicable data. Data collection will include a review of existing project documents and bid tabulations, and a detailed visual inspection of the project site.

Task 1.2 50% Design Phase

RS&H will prepare 50% plans, outline technical specifications, 50% Engineer's Design Report, and a preliminary opinion of probable construction cost. The 50% plans shall include preliminary construction safety and phasing, demolition, proposed construction plans.

RS&H will conduct in-house quality control review of the design plans, outline specifications, Engineer's Design Report, and opinion of probable construction cost prior to submittal to the Airport's authorized representative(s).

RS&H will prepare for and attend one (1) teleconference with the Airport to review the 50% Design submittal. RS&H will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. The Airport's authorized representative(s) will provide any additional written comments to RS&H within one (1) week of the design review meeting.

Task 1.3 90% Design Phase

RS&H will review all comments received from the Airport's authorized representative(s) from the 50% design submittal review and incorporate applicable comments into the plans, specifications, opinion of probable construction cost, and Engineer's Design Report.

RS&H will prepare 90% plans, front end documents and technical specifications, Engineer's Design Report, and opinion of probable construction cost.

RS&H will prepare Construction Safety/Phasing Plans, FAA Form 7460-1 and other appropriate documentation for FAA airspace review for the project and submit to the Airport for submittal to the FAA for review and comment.

RS&H will conduct in-house quality control review of the design plans, front end documents and technical specifications, Engineer's Design Report, and opinion of probable construction cost prior to submittal to the Airport's authorized representative(s).

RS&H will prepare for and attend one meeting at the Airport to review the 90% Design submittal. RS&H will provide written minutes of the meeting and distribute to all attendees. RS&H will provide written minutes of the meetings and distribute to all attendees within five (5) working days of the meeting. The Airport's authorized representative(s) will provide any additional written comments to RS&H within one week of the design review meeting.

Task 1.4 100% Design Phase (Bid Documents)

RS&H will review all comments received from the Airport's authorized representative(s) and FAA from the 90% design submittal review and incorporate applicable comments into the plans, specifications, opinion of probable construction cost, and Engineer's Design Report.

RS&H will prepare 100% plans, front end documents and technical specifications, Engineer's Design Report, and opinion of probable construction cost.

RS&H will conduct in-house quality control review of the bid set design plans, front end documents and technical specifications, Engineer's Design Report, and opinion of probable construction cost prior to submittal to the Airport's authorized representative(s).

TASK 2 BIDDING PHASE SERVICES

Task 2.1 Bidding Phase Services

RS&H will attend one (1) pre-bid conference at the Airport, receive comments, record the minutes of the conference, and distribute to the Airport's authorized representative and prospective contractors.

RS&H will assist in the preparation of addenda to revise plans, specifications and other contract documents prepared by RS&H in order to (1) provide clarifications, (2) correct discrepancies, or (3) correct errors and/or omissions.

RS&H will develop tabulation of all bids received and provide evaluation, checking for correctness and qualifications of apparent low bidder, DBE participation goals, and make recommendations of award based on the lowest responsive and responsible bidder. RS&H cannot and does not guarantee that bids will not vary from the opinion of probable construction cost.

RS&H will prepare Conformed Documents for the Airport. The Conformed Documents incorporate the Bid Documents and all Addenda issued, to complete an Issued for Construction set of documents.

III MEETINGS AND PRESENTATIONS

RS&H will prepare for and attend the following meetings:

- » Design Kickoff Meeting
- » 50% Design Review Meeting (via teleconference)
- » 90% Design Review Meeting
- » Pre-Bid Conference (via teleconference)
- » Bid Opening

IV DELIVERABLES

RS&H will provide the following deliverables:

- » 50% Design Submittal – Plans, Outline Specifications, Engineer's Design Report, and Opinion of Probable Construction Cost (electronically)
- » 90% Design Submittal – Plans, Specifications, Engineer's Design Report, Opinion of Probable Construction Cost, and CSPP. (electronically)
- » 100% Design (Bid Document) Submittal – Plans, Specifications, Engineer's Design Report, Opinion of Probable Construction Cost, and CSPP. (electronically)

V PROJECT SCHEDULE

RS&H will provide the above referenced services within the following schedule (or as mutually agreed upon by the Airport and RS&H).

	Date
NTP	TBD
Deliverable 1	60 days after NTP
Deliverable 2	90 days after NTP
Deliverable 3	120 days after NTP
Pre-Bid Conference	TBD
Bid Opening	TBD

VI ASSUMPTIONS AND EXCLUSIONS

The following assumptions have been made for this Scope of Work:

- » Project will be bid as a single bid package.

The following items are excluded from this Scope of Work:

- » Environmental Services (including NEPA documentation)
- » Construction Phase Services
- » Drainage Study
- » Additional meetings other than those identified in Section III
- » Topographic survey
- » Aerial survey
- » Geotechnical Investigation
- » RS&H will only perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling, handling and remediating) to the extent the City of Charlevoix specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/work.

VII PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Fixed Lump Sum Fee of \$45,000.00. See Attachment B for a breakdown of costs.

City of Charlevoix - Charlevoix Muncipal Airport
ACCESS GATE IMPROVEMENTS - DESIGN & BID PHASE SERVICES
Attachment B - Fee Breakdown



SUMMARY

BASIC SERVICES		
Task 1: Design Phase Services	\$38,025	84.50%
Task 2: Bidding Phase Services	\$6,948	15.44%
TOTAL BASIC SERVICES LUMP SUM FEE	\$45,000	

ACCESS GATE IMPROVEMENTS - DESIGN & BID PHASE SERVICES

Page 31 of 186

City of Charlevoix - Charlevoix Municipal Airport



Attachment B - Fee Breakdown

ACCESS GATE IMPROVEMENTS - DESIGN & BID PHASE SERVICES

SCOPE / TASK TITLE		PROJECT OFFICER (VP)	PROJECT MANAGER (P-9)	PROJECT ENGINEER (P-5)	STAFF ENGINEER (P-3,4)		SUPPORT STAFF	TOTAL
Task 2: Bidding Phase Services								
Task 2.1 Bidding Phase Services								
Pre-Bid Conference		2	8					10
Addenda			1	2	2			5
Bid Opening			8	2				10
Bid Review and Award Recommendation			1	2	2			5
Prepare Conformed Documents			1	2	4			7
TOTAL HOURS		2	19	8	8	0	0	37
RATE		\$100.00	\$75.00	\$42.00	\$32.00	\$0.00	\$18.00	
TOTAL DIRECT LABOR \$		\$200	\$1,425	\$336	\$256	\$0	\$0	\$2,217
OVERHEAD @		177.53%						\$3,936
PROFIT @		11.0%						\$677
TOTAL BURDENED LABOR @		3.08						\$6,830
OTHER DIRECT NON-SALARY COSTS								
TRAVEL								
		# People	# Days		Car Rental	Per Diem @	No. of Times	
Pre-Bid Conference (via teleconference)		2	0		\$65	\$59	1	\$0
Bid Opening		2	1		\$0	\$118	1	\$118
								\$118
TOTAL ODC's								\$118
Total Proposed Fee for:		Task 2: Bidding Phase Services						\$6,948
GRAND TOTAL PROPOSED FEE (LUMP SUM) FOR:		ACCESS GATE IMPROVEMENTS - DESIGN & BID PHASE SERVICES						\$45,000

RS&H Project No. 1010.5007.002
Short Title: CVX A3 Subsurface Drainage Improvement

WORK ORDER 2

Work Order No. 2
Date: _____

RS&H MICHIGAN, INC., a Michigan corporation (“RS&H”) agrees to perform and complete the following work (hereinafter “Work”) for **the City of Charlevoix** (the “Client”), in accordance with the terms and conditions of the Agreement for Professional Services dated June 17, 2024, all of which terms and conditions are incorporated herein by reference:

Project Location: Charlevoix Municipal Airport, Charlevoix, MI

Project Description/Scope of Services: Design and bidding services for the Taxiway A3 Subsurface Drainage Improvement project at Charlevoix Municipal Airport.

Fee: Lump Sum fee of \$15,000.00 (Fifteen thousand dollars and zero cents)

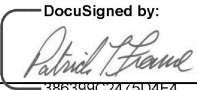
Schedule: See Attachment A-Section V – Project Schedule

Deliverables: See Attachment A-Section IV - Deliverables

Other Considerations: None

RS&H:

RS&H Michigan, Inc.

DocuSigned by:

By: _____
386399C2475D4F4...
Print Name: Patrick T. Frame
Title: President

CLIENT:

City of Charlevoix

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____ Secretary

ATTACHMENT A

***Taxiway A3 Subsurface
Drainage Improvement
Scope of Work***

Version 1.0

April 16, 2024

Charlevoix Municipal Airport

City of Charlevoix

Charlevoix, Michigan

Prepared by RS&H Michigan, Inc. at the
direction of the City of Charlevoix.

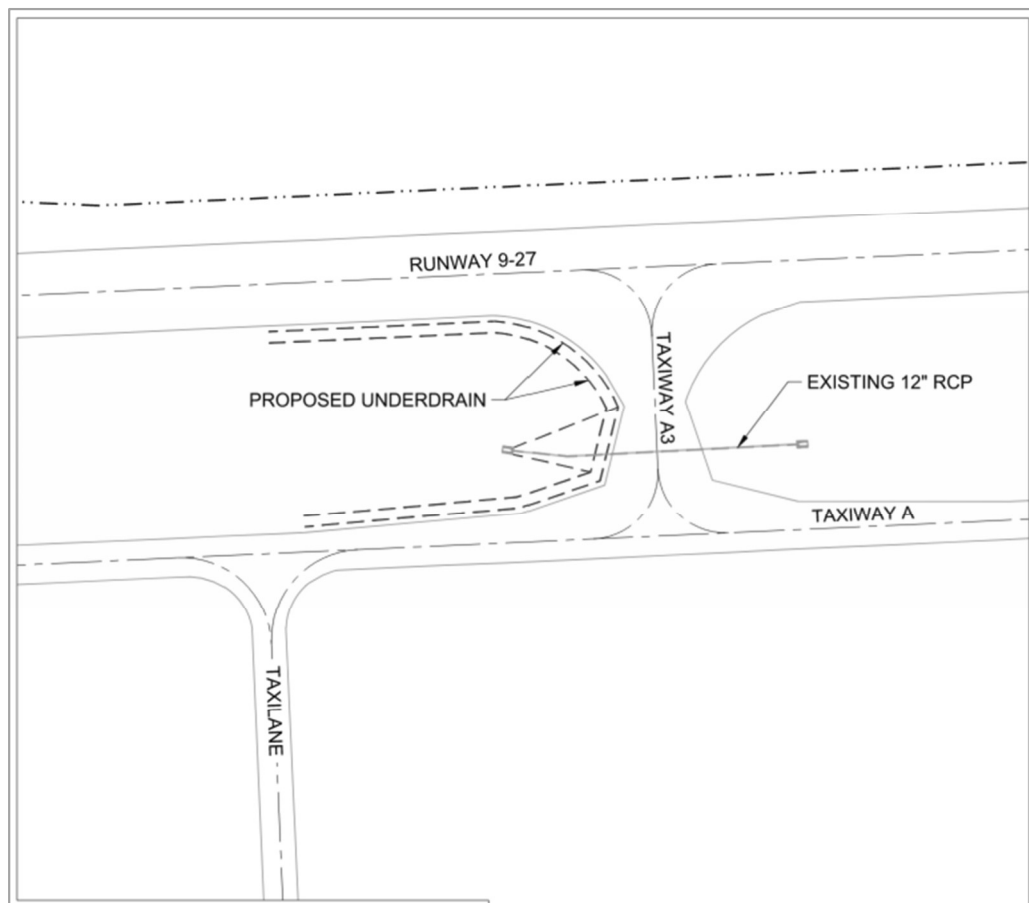
I PROJECT DESCRIPTION

The City of Charlevoix owns and operates Charlevoix Municipal Airport (CVX). The City of Charlevoix has selected RS&H Michigan, Inc. (RS&H) to provide design and bidding services for the Taxiway A3 Subsurface Drainage Improvement project. The proposed project will improve the subsurface stormwater drainage in the vicinity of Taxiway A3. The overall project limits are shown in Figure 1 below.

Specific work elements include the following:

- » Installation of underdrain piping
- » Safety and Phasing

FIGURE 1:
OVERALL PROJECT LIMITS



This scope includes design and bidding phase services. Construction phase services are not included in this scope and may be negotiated at a later date.

The project will be evaluated and designed to the following FAA Advisory Circulars, as applicable, including (but not limited to):

- » FAA AC 150/5300-13B Airport Design
- » FAA AC 150/5370-2G Operation Safety on Airports during Construction
- » FAA AC 150/5320-5C Surface Drainage Design
- » FAA AC 150/5370-2G Operation Safety on Airports during Construction
- » FAA AC 150/5370-10H Standards for Specifying Construction of Airports

II PROJECT TASKS

TASK 1 DESIGN PHASE SERVICES

Task 1.1 Predesign Phase

RS&H will coordinate and attend one kick-off meeting with the Airport staff and MDOT Aeronautics to establish design goals and methods, and schedule. Meeting minutes will be developed following the meeting and distributed to all attendees.

The Airport will provide any existing data within the project area that is available including record drawings, engineer's reports, construction reports, and other applicable data. Data collection will include a review of existing project documents and bid tabulations, and a detailed visual inspection of the project site.

Task 1.2 90% Design Phase

RS&H will prepare 90% plans, front end documents and technical specifications, Engineer's Design Report, and opinion of probable construction cost.

RS&H will prepare Construction Safety/Phasing Plans, FAA Form 7460-1 and other appropriate documentation for FAA airspace review for the project and submit to the Airport for submittal to the FAA for review and comment.

RS&H will conduct in-house quality control review of the design plans, front end documents and technical specifications, Engineer's Design Report, and opinion of probable construction cost prior to submittal to the Airport's authorized representative(s).

RS&H will prepare for and attend one meeting at the Airport to review the 90% Design submittal. RS&H will provide written minutes of the meeting and distribute to all attendees. The Consultant will provide written minutes of the meetings and distribute to all attendees within five (5) working days of the meeting. The Airport's authorized representative(s) will provide any additional written comments to RS&H within one week of the design review meeting.

Task 1.3 100% Design Phase (Bid Documents)

RS&H will review all comments received from the Airport's authorized representative(s) and FAA from the 90% design submittal review and incorporate applicable comments into the plans, specifications, opinion of probable construction cost, and Engineer's Design Report.

RS&H will prepare 100% plans, front end documents and technical specifications, Engineer's Design Report, and opinion of probable construction cost.

RS&H will conduct in-house quality control review of the bid set design plans, front end documents and technical specifications, Engineer's Design Report, and opinion of probable construction cost prior to submittal to the Airport's authorized representative(s).

TASK 2 BIDDING PHASE SERVICES

Task 2.1 Bidding Phase Services

RS&H will attend one (1) pre-bid conference at the Airport, receive comments, record the minutes of the conference, and distribute to the Airport's authorized representative and prospective contractors.

RS&H will assist in the preparation of addenda to revise plans, specifications and other contract documents prepared by RS&H in order to (1) provide clarifications, (2) correct discrepancies, or (3) correct errors and/or omissions.

RS&H will develop tabulation of all bids received and provide evaluation, checking for correctness and qualifications of apparent low bidder, DBE participation goals, and make recommendations of award based on the lowest responsive and responsible bidder. RS&H cannot and does not guarantee that bids will not vary from the opinion of probable construction cost.

RS&H will prepare Conformed Documents for the Airport. The Conformed Documents incorporate the Bid Documents and all Addenda issued, to complete an Issued for Construction set of documents.

III MEETINGS AND PRESENTATIONS

RS&H will prepare for and attend the following meetings:

- » Design Kickoff Meeting (via teleconference)
- » 90% Design Review Meeting (via teleconference)
- » Pre-Bid Conference (via teleconference)
- » Bid Opening

IV DELIVERABLES

RS&H will provide the following deliverables:

- » 90% Design Submittal – Plans, Specifications, Engineer’s Design Report, Opinion of Probable Construction Cost, and CSPP. (electronically)
- » 100% Design (Bid Document) Submittal – Plans, Specifications, Engineer’s Design Report, Opinion of Probable Construction Cost, and CSPP. (electronically)

V PROJECT SCHEDULE

RS&H will provide the above referenced services within the following schedule (or as mutually agreed upon by the Airport and RS&H).

	Date
NTP	TBD
Deliverable 1	30 days after NTP
Deliverable 2	60 days after NTP
Pre-Bid Conference	TBD
Bid Opening	TBD

VI ASSUMPTIONS AND EXCLUSIONS

The following assumptions have been made for this Scope of Work:

- » Project will be bid as a single bid package.

The following items are excluded from this Scope of Work:

- » Environmental Services (including NEPA documentation)
- » Construction Phase Services
- » Drainage Study
- » Additional meetings other than those identified in Section III
- » Topographic survey

- » Aerial survey
- » Geotechnical Investigation
- » RS&H will only perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling, handling and remediating) to the extent the City of Charlevoix specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/work.

VII PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Fixed Lump Sum Fee of \$15,000.00. See Attachment B for a breakdown of costs.

City of Charlevoix - Charlevoix Municipal Airport
TAXIWAY A3 SUBSURFACE DRAINAGE IMPROVEMENT - DESIGN & BID PHASE SERVICES
Attachment B - Fee Breakdown



SUMMARY

BASIC SERVICES		
Task 1: Design Phase Services	\$13,333	88.89%
Task 2: Bidding Phase Services	\$1,726	11.51%
TOTAL BASIC SERVICES LUMP SUM FEE	\$15,000	

Attachment B - Fee Breakdown

SCOPE / TASK TITLE	PROJECT OFFICER (VP)	PROJECT MANAGER (P-9)	PROJECT ENGINEER (P-5)	STAFF ENGINEER (P-3,4)	SUPPORT STAFF	TOTAL
DESIGN AND BID PHASE SERVICES (LUMP SUM)						
Task 1: Design Phase Services						
Task 1.1 Predesign Meeting		1	1	1	2	5
Task 1.2 90% Design						
90% Plans		2	8	16		26
90% Project Manual (Front end, Technical Specifications)		1	4	8		13
90% Engineers Report			4	4		8
90% Opinion of Probable Construction Cost			2	4		6
CSPP and 7460-1 Submittal			1	2		3
90% Quality Control Review		4				4
90% Design Review Meeting		1	2	2		5
Task 1.3 100% Design Phase (Bid Documents)						
100% Plans		2	4	8		14
100% Project Manual (Front end, Technical Specifications)		1	2	1		4
100% Engineers Report			2	2		4
100% Opinion of Probable Construction Cost			2	2		4
100% Quality Control Review		4	2	2		8
TOTAL HOURS	0	16	34	52	2	104
RATE	\$100.00	\$75.00	\$42.00	\$32.00	\$18.00	
TOTAL DIRECT LABOR \$	\$0	\$1,200	\$1,428	\$1,664	\$36	\$4,328
OVERHEAD @ 177.53%						\$7,683
PROFIT @ 11%						\$1,321
TOTAL BURDENED LABOR @ 3.08						\$13,333
OTHER DIRECT NON-SALARY COSTS						
TRAVEL						
	# People	# Days	Lodging \$119	Car Rental \$65	Per Diem @ \$59	No. of Times
Design Kick-off Meeting (via teleconference)	2	0	\$0	\$0	\$0	1
90% Design Review Meeting (via teleconference)	2	0	\$0	\$0	\$0	1
						\$0
TOTAL ODC's						\$0
Total Proposed Fee for:	Task 1: Design Phase Services					\$13,333

City of Charlevoix - Charlevoix Municipal Airport



Attachment B - Fee Breakdown

TAXIWAY A3 SUBSURFACE DRAINAGE IMPROVEMENT - DESIGN & BID PHASE SERVICES

SCOPE / TASK TITLE		PROJECT OFFICER (VP)	PROJECT MANAGER (P-9)	PROJECT ENGINEER (P-5)	STAFF ENGINEER (P-3,4)		SUPPORT STAFF	TOTAL
Task 2: Bidding Phase Services								
Task 2.1 Bidding Phase Services								
Pre-Bid Conference			1					1
Addenda				1	2			3
Bid Opening				1				1
Bid Review and Award Recommendation				1	1			2
Prepare Conformed Documents			1	2	2			5
TOTAL HOURS		0	2	5	5	0	0	12
RATE		\$100.00	\$75.00	\$42.00	\$32.00	\$0.00	\$18.00	
TOTAL DIRECT LABOR \$		\$0	\$150	\$210	\$160	\$0	\$0	\$520
OVERHEAD @	177.53%							\$923
PROFIT @	11.0%							\$159
TOTAL BURDENED LABOR @	3.08							\$1,602
OTHER DIRECT NON-SALARY COSTS								
TRAVEL								
		Car Rental Per Diem @ No. of						
		# People	# Days		\$65	\$59	Times	
Pre-Bid Conference (via teleconference)		1	0		\$0	\$0	1	\$0
Bid Opening		1	1		\$65	\$59	1	\$124
								\$124
TOTAL ODC's								\$124
Total Proposed Fee for: Task 2: Bidding Phase Services								
								\$1,726
GRAND TOTAL PROPOSED FEE (LUMP SUM) FOR: TAXIWAY A3 SUBSURFACE DRAINAGE IMPROVEMENT - DESIGN & BID PHASE S								
								\$15,000

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

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Charlevoix (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Charlevoix Municipal Airport, whose associated city is Charlevoix, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated April 22, 2024, attached hereto and made a part hereof.

PROJECT DESCRIPTION: RECONSTRUCT PERIMETER FENCING (NON 49 CFR 1542)-ACCESS GATE SECURITY UPGRADES; IMPROVE AIRPORT DRAINAGE/EROSION CONTROL-TAXIWAY A3 SUBSURFACE DRAINAGE IMPROVEMENT- DESIGN

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) 9, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

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

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

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

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

the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

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

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

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

IT IS FURTHER AGREED THAT:

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

Federal Share	\$60,000
Maximum MDOT Share	\$0
SPONSOR Share	<u>\$0</u>
<i>Estimated</i> PROJECT COST	\$60,000

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

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

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

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the

revenue actually received is insufficient to support the appropriation under which this Contract is made.

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

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

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

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

disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

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

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

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

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

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

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act,

29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

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

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

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

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

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

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

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



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

CITY OF CHARLEVOIX

E-SIGNED by Mark Heydlauff
on 2024-06-13 11:50:11 EDT
By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

E-SIGNED by BRYAN BUDDS
on 2024-06-17 06:59:07 EDT
By: _____
Title: Department Director

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

Project No. B-26-0017-0821
Job No. 208999PE and 213394 PE

April 22, 2024

	Federal	State	Local	Total
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$60,000	\$0	\$0	\$60,000
Reconstruct Perimeter Fencing (non 49 CFR 1542)-Access Gate Security Upgrades-Design - 100% Federal	\$45,000	\$0	\$0	\$45,000
Improve Airport Drainage/Erosion Control-Taxiway A3 Subsurface Drainage Improvement-Design - 100% Federal	\$15,000	\$0	\$0	\$15,000
CONSTRUCTION	\$0	\$0	\$0	\$0

TOTAL PROJECT BUDGET	\$60,000	\$0	\$0	\$60,000
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Percentage Breakdown:	100.00%	0.00%	0.00%
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Federal Billing Breakdown JN 208999:
Bill #1 \$45,000 SBGP 12321 Grant Award Date: 8/9/21

Federal Billing Breakdown JN 213394:
Bill #1 \$15,000 SBGP 12321 Grant Award Date: 8/9/21

Period of Performance End Date: 08/08/25

MAC Approval: 05/22/24

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 / UEI VLWJCQ69RJU3
4. Amount of Federal funds: \$60,000
5. Federal Grant Number(s): SBGP 12321
6. Grant Award Date(s): 8/09/2021
7. MDOT Project Number: B-26-0017-0821
8. Project Description: See Project Description on page one (1) of this contract.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-123-2021
11. Federal Award Date: 8/09/2021
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 8/08/2025
14. Amount of Federal Funds obligated by this action: \$60,000
15. Total amount of Federal Funds obligated: \$60,000
16. Total amount of the Federal award: \$60,000
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
Director Bradley C. Wieferich, 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 9

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the cost of the consultant hired to do preliminary/design engineering for the PROJECT.
2. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

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.

4. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

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

(Any Reference to FAA includes MDOT where applicable.)

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

APPENDIX F

9. Suspension or Debarment.

The State must:

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

The Subgrantee must:

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

10. Ban on Texting When Driving.

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

APPENDIX F

11. Trafficking in Persons.

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

12. Exhibit A Included with Grant Application. The Exhibit “A” updated on the date shown on the Exhibit A, submitted with the project application, is made a part of this grant agreement.

13. Co-Sponsor.

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

14. Audits for Public Sponsors.

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

APPENDIX F

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

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

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

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

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

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

APPENDIX F

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

17. Land Acquisition.

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

APPENDIX F

Special Conditions

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

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

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

APPENDIX F

Special Conditions

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

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

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

APPENDIX F

Special Conditions

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

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

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Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

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Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

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

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



ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. 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 to 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:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge 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.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EXHIBIT 1

CHARLEVOIX MUNICIPAL AIRPORT CHARLEVOIX, MICHIGAN

Project No. B-26-0017-0821
Job No. 208999PE and 213394 PE

April 22, 2024

	Federal	State	Local	Total
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$60,000	\$0	\$0	\$60,000
Reconstruct Perimeter Fencing (non 49 CFR 1542)-Access Gate Security Upgrades-Design - 100% Federal	\$45,000	\$0	\$0	\$45,000
Improve Airport Drainage/Erosion Control-Taxiway A3 Subsurface Drainage Improvement-Design - 100% Federal	\$15,000	\$0	\$0	\$15,000
CONSTRUCTION	\$0	\$0	\$0	\$0

TOTAL PROJECT BUDGET	\$60,000	\$0	\$0	\$60,000
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Percentage Breakdown:	100.00%	0.00%	0.00%
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Federal Billing Breakdown JN 208999:			
Bill #1	\$45,000	SBGP 12321	Grant Award Date: 8/9/21

Federal Billing Breakdown JN 213394:			
Bill #1	\$15,000	SBGP 12321	Grant Award Date: 8/9/21

Period of Performance End Date:	08/08/25
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MAC Approval:	05/22/24
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Charlevoix City Council

Consent Agenda

Title: Charlevoix Yacht Club Request for Free Parking

Date: July 1, 2024

Presented By:

Background:

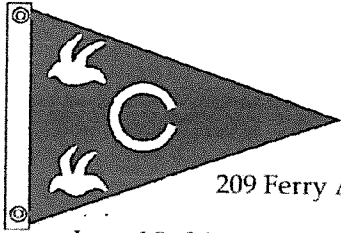
The Charlevoix Yacht Club is requesting the City Council waive the parking fees at the Ferry Launch Ramp for the Nucore Triangle Race and Red Fox Regatta Race on August 30, 31 and September 1, 2024. City Code, Title VII, Chapter 71, Section 71.04 states: "The City Council, by resolution, may revise or waive fees for special or public events. The term "special or public events" shall mean a tournament, festival or other type of event, whether or not open to public participation or observation, the occurrence of which will, in the judgment of the City Council, benefit the city economically or by virtue of the publicity surrounding the event."

Recommendation:

Motion to approve Resolution 2024-07-01 to waive the parking fees at the Ferry Launch Ramp for the Nucore Triangle Race and the Red Fox Regatta Race on August 30-31 and September 1, 2024.

Attachments:

1. Letter from Red Fox Committee
2. Resolution 2024-07-01 waive fees for yacht club



Charlevoix Yacht Club

209 Ferry Avenue · PO Box 522 Charlevoix, MI 49720 · www.CharlevoixYachtClub.org · 231-547-9170

June 18, 2024

Mayor and City Council
City of Charlevoix
210 State Street
Charlevoix, MI 49720

RE: Use of Boat Launch Facility for Red Fox Regatta

Dear Mayor and Council;

This letter is a request to the City Council to again allow free use of the boat launch ramp at the end of Stover Road on August 30, 31 and September 1, 2024. These are the dates of the Nucore Triangle Race, Friday evening and the annual Red Fox Regatta sailboat race between Charlevoix and Boyne City, sponsored by the Charlevoix Yacht Club. Currently, we have 30 boats registered to race.

We have sailboats participating in these races from out of town that will need to use the launch ramp. Last year there were about thirty launch passes used by out of town sailboats. Local boats are either in the water or already have seasonal launch passes. Participants will be identified by showing a colored card indicating that they are a Red Fox participant.

Many of the race participants come from out of town and will be patronizing Charlevoix restaurants, businesses and motels during their stay. There will be a definite economic benefit to the City of Charlevoix. Charlevoix also receives good community exposure as the host of this annual event.

Your consideration and approval of this matter will be appreciated.

Sincerely,

Judy A. Gordon
Red Fox Committee
Charlevoix Yacht Club

CITY OF CHARLEVOIX
RESOLUTION NO. 2024-07-01
WAIVE PARKING FEES FOR CHARLEVOIX YACHT CLUB

WHEREAS, the Charlevoix Yacht Club is hosting the Nucore Triangle Race and Red Fox Regatta on August 30-31 and September 1, 2024; and

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

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

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix, hereby waives parking fees for the Nucore Triangle Race and Red Fox Regatta on August 30-31 and September 1, 2024.

RESOLVED this 1st day of July, 2024 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

Dated: 07/01/2024

Sarah J. Dvoracek, City Clerk

Charlevoix City Council

Consent Agenda

Title: 2024 Venetian Festival Approvals

Date: July 1, 2024

Presented By:

Background:

The 2024 Venetian Festival will begin on Saturday, July 20 and run through July 27. The request from the festival is attached and includes the request for a closure of Bridge Street between Hurlbut and Park Avenue from the morning of July 24 through 11:30pm on July 27 as was done last year. Again this year, there will be an airshow preceding Friday's fireworks and a meet and greet with the pilots and their aircraft on that afternoon at the airport.

Recommendation:

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

Motion to close US 31 from Hurlbut Street to Park Avenue from 9am on Wednesday, July 24 through Saturday, July 27 and from State Street to Hurlbut Street on Saturday July 27 during the parade and Ryan Shay Memorial Mile.

Motion to authorize the City Clerk to issue the fireworks permit for the 2024 Venetian Festival fireworks displays and authorize the City Manager to sign the Hold Harmless Agreement with Colonial Fireworks Special Effects, LLC pending approval by required parties.

Motion to approve the Mass Gathering Permit as presented.

Attachments:

1. Venetian Festival Mass Gathering Permit and Contract

CHARLEVOIX VENETIAN FESTIVAL, INC.

309 Petoskey Avenue
P.O. Box 120
Charlevoix, Michigan 49720
PH 231-547-3872 / FAX 231-547-2977
www.venetianfestival.com Email: info@venetianfestival.com

June 26, 2024

"HAND DELIVERED"

Mark Heydlauff
City Manager
City of Charlevoix
210 State Street
Charlevoix, Michigan 49720

RE: 94th Annual Charlevoix Venetian Festival

Dear Mark:

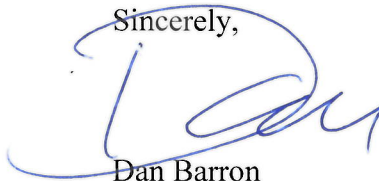
With Venetian soon approaching, we are excited to confirm the plans and activities of the 94th Annual Charlevoix Venetian Festival, which are reflected in the enclosed 2024 Schedule of Events. Please also find enclosed the proposed 2024 Contract.

An application for a Temporary Banner Permit was recently filed and an application for a Mass Gathering Permit is also enclosed. You may have also received, or will soon be receiving copies of correspondence to Charlevoix Township Fire Chief Dan Thorp and to the Commander of the Coast Guard Sector Sault Sainte Marie, along with application materials for the fireworks display permits.

Please see that the 2024 Schedule of Events is placed on the agenda for approval by the City Council at the forthcoming meeting on July 1, 2024. Among other things, we are again contemplating initial closure of Bridge Street on Wednesday afternoon (7/24/2024), and have planned numerous street events and activities throughout the closure.

Please feel free to contact me if you should have any questions or comments.

Sincerely,



Dan Barron
President

DBB/jlm
Enclosures

Venetian Board of Directors
Dan Barron Ron Bindi Dean Davenport
Anne Galski Kent Seymour John Winn



CITY OF CHARLEVOIX

MASS GATHERING PERMIT APPLICATION

For outdoor events of 2,000+ people held on public or private land in the City

Event Name: Charlevoix Venetian Festival

Organization Name: Charlevoix Venetian Festival, Inc. Non-profit: ☒ YES* ☐ NO

Contact Person: Daniel Barron / Joan Miller

(231) 547-3872 Office

Telephone: (231) 675-6277 / Joan cell Email: info@venetianfestival.com

Date(s) of Event: July 20, 2024 through July 27, 2024 Hours: Various-per attached schedule

Type of Gathering: Festival, Musical Event, Athletic Competitions, Adult & Children's Activities and Events

Location: Ferry Ave Beach, East Park, Bridge Park, Depot Beach Est. Attendance: 10,000+

Consent Statement from property owner if located on private property:

N/A

N/A

Signature of Property Owner

Is event on City Property? Yes If yes, the City must be listed as additional insured on insurance policy and a copy of policy must be attached to this application.

Is event using the East Park performance pavilion? If yes, has a written request to use the pavilion been made to the DDA Director? Yes Has it been approved? Yes

Will merchandise be sold at this event? Yes If yes, briefly describe merchandise:

Various consumer merchandise, including Venetian T-shirts, Sweatshirts, Coffee mugs, tumblers, beach towels, Venetian artwork and posters

I hereby swear that I have answered all questions truthfully and I understand all rules pertaining to this permit.

Daniel B Barron 6/25/2024
Organization Representative President Date

Sarah J. Dutra 6/26/2024
City Clerk Date Rcvd

APPROVALS

City Treasurer Approved/Denied

Police Chief Approved/Denied

City Manager Approved/Denied

No fee for non-profit
\$Fee / Receipt Number
*No fee for non-profit organizations

Date

CONTRACT

THIS CONTRACT is effective as of the _____ day of _____, 2024, between the City of Charlevoix, a Michigan home rule city, whose address is 210 State Street, Charlevoix, Michigan 49720 ("City") and the Charlevoix Venetian Festival, Inc., a Michigan nonprofit corporation, whose address is 309 Petoskey Avenue, P.O. Box 120, Charlevoix, Michigan 49720 (the "Festival").

RECITALS

- A. Pursuant to MCLA 117.3(j) and Article I, Section 1.6 of the City Charter, the City is authorized to provide for the peace and health and for the safety of persons and property within the City and to expend funds for that purpose.
- B. The Festival will provide numerous recreational activities during the 94th Annual Charlevoix Venetian Festival, being held July 20-27, 2024.
- C. Except for private donations from businesses and individuals, event registration fees, proceeds from the carnival and similar amusements and food & art concessionaire fees, the Festival charges no fees in connection with the multitude of music entertainment, public activities and recreation which it provides within the City.
- D. The parties desire to act cooperatively in providing the recreational activities and entertainment cited above, to the citizens and visitors in the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract, the parties hereby agree as follows:

- 1. The City shall pay to the Festival the sum of \$15,000.00 relative to the 94th Annual Charlevoix Venetian Festival.
- 2. The Festival shall use the subject funds to defray the expense of the activities and events of the 94th Annual Charlevoix Venetian Festival.
- 3. The Festival shall charge no fees to spectators or event participants within the City, without the prior approval of the City Manager. This prohibition shall not apply to concessions where items or services (such as food, beverages, merchandise or carnival or amusement type rides or activities) are sold, nor shall it apply to fees charged to concession operators, or to registration fees charged for participation in athletic events.

"CITY"
CITY OF CHARLEVOIX

Date: _____, 2024

By: _____
Lyle Gennett, Mayor

"FESTIVAL"
CHARLEVOIX VENETIAN FESTIVAL, INC.

Date: _____, 2024

By: _____
Daniel B. Barron, President



Glass Baseball Diamond, Shanahan Field: 7 pm

2024 Event Schedule

Theme: MARGARTAVILLE

"pre-Venetian"

KLING TENNIS TOURNAMENT

Stroud Park Courts

Begins: July 19, Finals: July 25
Singles & Doubles open to all ages

SATURDAY - 7/20

AQUAPALOOZA

Beach & Boating Party

Ferry Beach: 12-6 pm

Music Commences @ 2pm

AIR MARGARTAVILLE

Jimmy Buffet Tribute - Detroit

"CORNETTA" CORN TOSS

Ferry Beach: 12 pm

\$50/person, no double needed

VOLLEYBALL

Ferry Beach: 12 pm

6 member co-ed, \$90/team

SUNDAY - 7/21

RAYDER ROUNDBALL CLASSIC

Chx Middle-High School: 9 am

3-v-3 teams, \$80/team

DISC GOLF DOUBLES

Mt. McSaubra: 11 am

Bring a partner - best shot doubles
\$40 Rec Team - \$60 Advanced Team

COMMUNITY SERVICE & VOLUNTEER FAIR

*NEW in 2024! - East Park: 5:30pm

"WORSHIP ON THE WATER"

Odmark East Park Pavilion: 7 pm

SANCTUS REAL

Christian Rock - Toledo, OH

MONDAY - 7/22

KLING YOUTH TENNIS CLINIC

Stroud Park Courts: 9 am

Free for ages 6-7

(Monday continued)

COTTAGE CROQUET TOURNAMENT

East Park: 1:30 pm

BOCCE BALL - *NEW in 2024!*

Shanahan Field: 7 pm

TUESDAY - 7/23

TOMMY TROPIC WORLD RECORD BID

Waller Road - 6:30 am

JUNIOR SAILING REGATTA

Depot Beach - 10:30 am

Ages 8-19

BINGO

Castle Farms - 12 pm

Free & open to all ages

Hosted by American House Senior Living-Chx

CHX TWP FIRE DEPT OPEN HOUSE

Charlevoix Township Fire House: 4 pm

3-on-3 SOCCER TOURNAMENT

Shanahan Field: 5:30 pm

Youth, High School, Adult, Over 35

\$50/team

VENETIAN RHYTHMS

Odmark East Pavilion: 7 pm

CHARLEVOIX CITY BAND

WEDNESDAY - 7/24

3 CLUB GOLF TOURNAMENT

Charlevoix Municipal Course: 1 pm

Youth - \$12/player, Adult - \$25/player

SAILING REGATTA

Lake Charlevoix - Ferry Beach

Many Fleets: Personal boats and crews

Spectator Viewing 5:30 pm - dusk

FOOD CONCESSIONS

East Park: Varies by vendor

Daily: Wed 7/24 - Sat 7/27

VENETIAN MERCHANDISE

East Park: 6-10 pm

TIKI TENT

East Park: 6pm-Midnight

STRINGS ATTACHED

ANDERSON CARNIVAL

Downtown: 5-11 pm

VENETIAN RHYTHMS

Odmark East Park Pavilion: 7 pm

PUB RUNNERS

Irish & Folk - Gaylord, MI

VENETIAN ART AUCTION

MISS CHARLEVOIX CORONATION

FRANKIE BALLARD

Country - Battle Creek, MI

THURSDAY - 7/25

CHARLEVOIX FARMER'S MARKET

Bridge Park: 8 am-1 pm

KIDS DAY

Downtown: 10 am - 2 pm

Free & armband activities for families
Armband: \$13 (scholarships available)

FREE MOVIE - THE LAND BEFORE TIME

Charlevoix Cinema III: 10:30 am

ANDERSON CARNIVAL

Downtown: Noon - 11 pm

VENETIAN MERCHANDISE

East Park: 6-10 pm

TIKI TENT

East Park: 6pm-Midnight

GALACTIC SHERPAS

VENETIAN RHYTHMS

Odmark East Park Pavilion: 7 pm

PINTER WHITNICK

Classic Rock - Detroit, MI

GIN BLOSSOMS

Alternative Rock - Tempe, AZ

FRIDAY - 7/26

ANDERSON CARNIVAL

Downtown: 1-11 pm

BRIDGE STREET BLOCK PARTY

Bridge Street at noon

FAMILY FUN ZONE

Bridge St - North of the light

Various family-friendly activities for all ages

CAR SHOW

Bridge St - South of light

Noon - 4 pm

"PEACHES 'N' CREAM" CORN TOSS

Bridge Park - 1:30 pm

Cost: \$20/team

NEW! MEET THE AIRSHOW PILOTS!

Chx Airport: 1:30-3pm

VENETIAN MERCHANDISE

East Park: Noon - 10 pm

East Park: 6pm-Midnight

VENETIAN RHYTHMS

Odmark East Park Pavilion: 7 pm

IKONS OF ROCK

Rock - International

VENETIAN RHYTHMS

Ferry Beach: 7-10 pm

PINE RIVER JAZZ BIG BAND

Swing/Jazz - Charlevoix, MI

(Friday continued)

SCREAM 'N' REBELS WAR BIRDS & REDLINE AIRSHOW with FLAG JUMP

Lake Charlevoix: 7:45 pm

"NIGHT SKY" WORLD CLASS FIREWORKS

Dusk on Lake Charlevoix

Ferry Beach, Depot Beach, East Park

SATURDAY - 7/27

DRENTH MEMORIAL FOOTRACE

Bridge St: 9 am (prior to Street Parade)

Family Mile, 5k & 10k - all ages

VENETIAN MERCHANDISE

East Park: 10-8 pm

RYAN SHAY MILE

Bridge St: 10:30 am

Championship competition by invitation only

STREET PARADE

Bridge St: 11 am

ANDERSON CARNIVAL

Downtown: 11 am - 11 pm

CHARLEVOIX ALL CLASS RELUNION

Inside Tiki Tent: 12:30-3 pm

VENETIAN RHYTHMS

"ROCKIN' THE TOWNHOUSE"

Nashville Style Street Concert

Bridge St, north of light: 3-6 pm

UNION GUNS

Country Rock - Grand Rapids, MI

East Park: 6pm-Midnight

KENNY THOMPSON

VENETIAN RHYTHMS

Odmark East Park Pavilion: 7 pm

MAC WATTS

Country - Detroit, MI

ELTON ROHN

Elton John Tribute - Ontario, Canada

VENETIAN LIGHTED BOAT PARADE

Dusk on Round Lake

SPECTACULAR HARBOR FIREWORKS

Immediately following the Boat Parade

Schedule is subject to change - check out our website & Facebook page for the most up-to-date information.

To register for the Venetian Games, visit
www.venetianfestival.com/games

Charlevoix City Council

Consent Agenda

Title: Check Request for Charlevoix Historical Society

Date: July 1, 2024

Presented By:

Background:

Per the 2023 Memorandum of Understanding related to the administration of the Certified Local Government Grant that was awarded to the City on behalf of the Historical Society, the Charlevoix Historical Society has requested an advance of \$20,000 (the grant amount) be made for the work that is now complete on the Depot roof project.

The process of getting the grant funds from the Michigan State Historic Preservation Office has begun, but will be lengthy because a final inspection has to be scheduled, a Preservation Easement needs to be filed with the County, etc. Attached is a copy of the MOU along with the Grant Agreement we signed with the State of Michigan.

Recommendation:

Motion to approve a \$20,000 payment to the Charlevoix Historical Society for the Depot roof grant.

Attachments:

1. Certified Local Government Grant Agreement
2. MOU
3. Email from Denise

STATE OF MICHIGAN
MICHIGAN STRATEGIC FUND
CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT
FOR THE CHARLEVOIX HISTORIC TRAIN DEPOT ROOFING PROJECT
TO BE PERFORMED BY
CITY OF CHARLEVOIX

This Certified Local Government Grant Agreement (this "Agreement"), CFDA No. 15.904, Contract No. CG23-457 is made on August 1, 2023 by and between the **MICHIGAN STRATEGIC FUND** (the "MSF") and the **CITY OF CHARLEVOIX**(the "Subgrantee") and the Charlevoix Historical Society (the "Property Owner") who take notice that:

The STATE HISTORIC PRESERVATION OFFICE (the "SHPO") (the SHPO, the MSF collectively, the "Grantee") was transferred to the MSF pursuant to Executive Order 2019-13. The SHPO is authorized by the UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE (the "Grantor"), pursuant to the National Historic Preservation Act of 1966; Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 USC §100101 *et seq.* (the "Act"), as amended, to provide funding and support to Certified Local Governments for historic preservation projects or programs of the Certified Local Governments.

The Grantee desires to aid the Subgrantee in its efforts to protect and rehabilitate the Chicago and West Michigan Railroad Charlevoix Station(the "Historic Property"), which is listed in the National Register of Historic Places;

The Subgrantee and Property Owner have entered into a Memorandum of Understanding dated January 10, 2023 that serves as written record of intentions and responsibilities of the Subgrantee and the Property Owner regarding requirements of applicants; and

The Subgrantee desires to be aided with these activities as provided in this Agreement.

THEREFORE, IT IS AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

SECTION I PROJECT WORK SPECIFICATIONS

- A. Project Objective.** The objective of this project is for the Subgrantee to hire a contractor to replace the roof on the Historic Property as detailed in the Scope of Work, attached hereto and incorporated into this Agreement as Exhibit A (the "Project Work").
- B. Project Site, Construction, Maintenance and Preservation Efforts.** The Project Work shall be performed on the Historic Property located at 350 Chicago Avenue, Charlevoix, Michigan 49720.
- The Subgrantee agrees to obtain written permission from the Grantee prior to beginning any construction, maintenance, or preservation efforts on the Historic Property. The Subgrantee further agrees to restore, rehabilitate, preserve and otherwise maintain the Historic Property, at its own expense, consistent with the U.S. Secretary of Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Revised 1990) (the "Standards") and with the Department of Interior's *Preservation Briefs* for structural components considered historically significant. Upon completion of any construction, maintenance, or preservation efforts, the Subgrantee shall furnish written documentation of the results to the Grantee and shall permit the Grantee and Grantor access to the Historic Property for inspection. The Subgrantee shall also permit the Grantee and Grantor to conduct an annual inspection of the Historic Property. This provision shall continue in duration beyond the End Date.
- C. Permits and Licenses.** The Subgrantee shall be responsible for obtaining any and all permits, licenses or other proper authorization or permission-related documents required for the performance of this Agreement.
- D. Ownership.** All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

SECTION II PERFORMANCE OF PROJECT WORK

- A. Period of Performance.** Because federal budgetary constraints require the completion of the Project Work by a date certain, TIME IS OF THE ESSENCE to this Agreement. The performance of the Project Work shall begin on or after the execution of this Agreement by the Grantee and shall be completed no later than September 30, 2025 (the "End Date"). Failure of the Subgrantee to satisfactorily complete all Project Work and activities, in the Grantee's sole discretion, by the End Date shall render this Agreement voidable at the option of the Grantee. In the event this Agreement is voided, the Subgrantee shall not be entitled to any reimbursement under the terms of this Agreement. The End Date shall not be extended. Nothing in this provision shall be construed to limit or restrict the Grantee's right to terminate this Agreement for cause in accordance with Section XIII where the Subgrantee would be entitled to reimbursement in accordance with Section XII of this Agreement.

B. Project Representatives. The Subgrantee designates the following individuals as project representative for all matters concerning this Agreement:

Lindsey Dotson
Executive Director
City of Charlevoix Downtown Development Authority
210 State Street
Charlevoix, MI 49720
Phone: (989) 356-6422
Email: lindseyd@charlevoixmi.gov

The Grantee designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

Alan Higgins
Grants Manager/Budget Specialist
State Historic Preservation Office
Michigan Strategic Fund
300 N. Washington Square
Lansing, MI 48913
Phone: (517) 335-2719
Email: higgins3@michigan.gov

Except for changes to the performance schedule (the "Performance Schedule"), attached hereto and incorporated into this Agreement as Exhibit B, (excluding the End Date), the designated project representatives shall have no authority to make promises or binding obligations either for the Grantee or the Subgrantee, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

C. Employees of Subgrantee/Contractor or Key Persons.

1. The Subgrantee and its employees, agents, and independent contractors acknowledge that 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their state pension for the duration of their reemployment. PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES PURSUANT TO THIS AGREEMENT MAY HAVE TO FORFEIT THEIR PENSIONS. THE SUBGRANTEE, ANY CONTRACTOR(S), AND ANY SUBCONTRACTOR(S) ACKNOWLEDGE THAT ALL PENSIONED RETIREES THEY EMPLOY HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL TO DETERMINE IF THEY ARE AFFECTED BY PUBLIC ACT 95 OF 2007. THE SUBGRANTEE, ANY CONTRACTOR(S), ANY SUBCONTRACTOR(S) AND ANY PENSIONED RETIREES THEY EMPLOY ACKNOWLEDGE AND AGREE THAT NEITHER THE STATE, NOR THE GRANTEE, NOR ITS EMPLOYEES, DIRECTORS, AGENTS NOR BOARD SHALL BE LIABLE TO THE SUBGRANTEE, ANY CONTRACTOR(S), ANY SUBCONTRACTOR(S) OR PENSIONED RETIREE IN THE EVENT A PENSIONED RETIREE(S) FORFEITS HIS OR HER PENSION.

D. Subcontracts. In accordance with the bidding procedures in the Grantee's *Certified Local Government Grant Manual* (the "Grant Manual"), the Subgrantee, with the approval of the Grantee, may subcontract for the performance of the activities prescribed in this Agreement. The Subgrantee shall provide written notice to the Grantee of its bidding process and shall obtain approval from the Grantee before the bid process begins. Written notice shall be provided on three (3) separate occasions:

1. Before the bidding process begins. Notice shall consist of the Subgrantee's bid specifications and a description of the bidding process the Subgrantee intends to follow;
2. Before a winning bid proposal is selected. Notice shall consist of copies of the bid proposals received by the Subgrantee and rationale for selection of the subcontractor; and
3. After the Subgrantee has awarded a contract to a subcontractor approved by the Grantee. Notice shall contain a copy of the subcontract entered between the Subgrantee and its subcontractor.

The subcontract shall incorporate all the provisions of this Agreement by reference and/or attachment. Neither the decision to subcontract nor the consent of the Grantee to subcontracting shall modify the obligations of the Subgrantee under this Agreement. The Subgrantee shall be fully responsible for the noncompliance with this Agreement by its subcontractors and by persons directly or indirectly acting for such subcontractors the same as it is for the noncompliance attributable to the Subgrantee and persons acting for the Subgrantee.

The Subgrantee shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Subgrantee shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Grantee or otherwise deemed necessary in the opinion of the Subgrantee for enforcing compliance under such subcontracts.

Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Subgrantee, in performing its duties under this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC §158. The Grantee may void this Agreement if the name of the Subgrantee or the name of a subcontractor, manufacturer, or supplier used by the Subgrantee in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Subgrantee shall neither employ nor subcontract for a service under this Agreement with a party who is debarred or suspended under state or federal law, including but not limited to

suspensions or debarments by the Grantee under Grantee Rules and/or as described in 43 C.F.R. Part 12 *et seq.*

The Subgrantee shall perform cost or price analysis in connection with every proposed subcontract, including subcontract modifications. Each subcontract entered into shall provide for the payment of a specific amount of money for goods or services rendered. Costs or prices may be based on estimated costs to the extent that costs incurred or cost estimates are consistent with cost principles. The Subgrantee shall not enter into any subcontract that has been valued on the basis of the subcontractor's cost plus a cost percentage, nor which has been valued on the basis of a percentage of construction costs.

- E. Records Maintenance and Disclosure.** The Subgrantee and its subcontractors shall properly maintain such project records and accounts as are prescribed by the Grantor or the Grantee. These records shall include but are not limited to: documentation of the receipt and disbursement of all funds involved in the grant; documentation of compliance with the terms of this Agreement; and documentation of employment practices and procedures. The Grantee may prescribe the requisite form of all such records to be maintained by the Subgrantee.

The Subgrantee shall be responsible for the maintenance and retention of proper records by its subcontractors. Upon request of the Grantor, the Grantee, the Comptroller General of the United States, or any of their duly authorized representatives (the "Agencies"), the Subgrantee and its subcontractors shall provide for and facilitate the Agencies access to, audit of, excerpts of, transcription of and examination of all books, audit reports, or records maintained in connection with the Grant. Each record must be retained and be available for inspection for three (3) years after final reimbursement is made by the Grantee under this Agreement and all pending matters are closed (the "Retention Period"). However, if any records are involved in any litigation, claim, or audit which arises before the expiration of the Retention Period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the Retention Period, whichever is later. The Agencies, upon request, shall be furnished with a copy of any such books and records.

All records pertinent to this Grant are subject to public disclosure under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, unless determined to be exempt under that statute, the Act, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

- F. Repayment of Funds.** If at any time before the expiration of the Retention Period it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue upon demand by the Grantee.
- G. Reports.** The Subgrantee shall promptly submit to the project representative designated by either the Grantor or the Grantee any reports prescribed by this Agreement. Such reports shall include

but not be limited to: progress reports; a report of all receipts; expenditures; project activities and accomplishments, including a comparison of the final budget to the approved project budget (the "Project Budget"), attached and incorporated into this Agreement as Exhibit C; and supporting documentation for claimed reimbursements. The Grantor or the Grantee shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Subgrantee.

Prior to the End Date, the Subgrantee shall submit to the Grantee both a final project completion report and a final and proper claim for expenditure reimbursement which shall be supported by documentation of the expenditures claimed.

If the End Date occurs in a fiscal year subsequent to the State of Michigan fiscal year in which this Agreement is executed, or is extended into a new fiscal year, the Subgrantee shall submit to the Grantee, by September 15th of the current year (1) a complete documentation of the first fiscal year's expenditures and (2) a progress report for the completion material described in this Agreement for that project period.

- H. Audit.** All local units of government receiving \$750,000.00 or more in federal grants or aid in a fiscal year shall comply with the audit requirements of the federal Office of Management and Budget as provided in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards*; 2 C.F.R. Part 200.500-200.521, Subpart F – Audit Requirements. Schedules of findings and questioned costs shall be submitted to the Grantee within 30 days after completion of the audit, but no later than nine (9) months after the end of the state's fiscal year in which the project was completed.

If an audit identifies any questioned costs in connection with the Project Work, the Subgrantee shall forward to the Grantee copies of the schedules of findings and questioned costs, accompanied by a check made payable to the Grantee in an amount equal to the funds which the Subgrantee received under this Agreement that are deemed a disallowed reimbursement through the audit.

- I. Inspection of Project Work.** The Agencies shall, at all times during the term of this Agreement, retain the right to monitor and inspect all Project Work, documents, reports, and activities provided for in this Agreement at reasonable times and upon reasonable notice. Upon request of the Agencies, the Subgrantee and its subcontractors shall provide for and facilitate the Grantor's or the Grantee's access to, audit of, excerpts of, transcription of and examination of the Project Work, documents, reports, and activities undertaken pursuant to this Agreement or to any documentation as, in the judgment of the Grantee or the Grantor's representatives, may be relevant to a question of compliance with this Agreement, or the effectiveness, legality, or achievements of the grant-assisted program. The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.
- J. Prohibited Interests and Conflicts of Interest.** The award and administration of this Agreement shall be accomplished free from bribery, graft, kickbacks, and other corrupt practices as provided

in the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, and as supplemented by U.S. Department of Labor regulations, set forth at 29 C.F.R. Part 3.

In addition, every official, officer, agent, consultant, or employee of the Grantee who exercises or has exercised any functions or responsibilities with respect to this Agreement or who is in a position to gain information not generally available to the general public with regard to this Agreement or who is authorized in an official capacity to negotiate, make, approve, or to take part in decisions regarding a subgrant, contract, subcontract, or other agreement in connection with this Agreement or the Project Work shall be prohibited from having any apparent or real financial or personal interest or benefit in such grants, contracts, and agreements. No member, officer, or employee of the Grantee, including the Board, shall have any interest in this Agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (*i.e.*, unpaid and the time not charged to this Grant).

Prior to the execution of this Agreement, the Subgrantee acknowledges and confirms that it has delivered to the Grantee a written list of all interests of the Subgrantee, or its officers, employees, and subcontractors, which may cause conflicts between the interests of those entities or parties and the interest of the Grantee. The Subgrantee further acknowledges that its employees, members, shareholders, agents, or subcontractors prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Further, should a conflict of interest arise during the term of this Agreement, the Subgrantee shall contact the Grantee immediately and describe in detail the conflict of interest.

K. Prohibited Methods and Procedures. The Subgrantee and its agents, employees, and representatives, in the course of the performance of services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission.

The Subgrantee shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913.

L. Environmental Protection Standards. The Subgrantee agrees to comply with all pertinent requirements of the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, as amended, and Executive Orders 11288, 11990, and 11988; the Coastal Zone Management Act, 16 U.S.C. § 1451 *et seq.*, as amended; the Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, as amended; the Wild and Scenic Rivers Act, 16 U.S.C. § 1271 *et seq.*, as amended; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended; and the regulations and guidelines issued to implement the foregoing laws.

The Subgrantee agrees to promptly notify the Grantee of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency (the "EPA"), indicating that any facility used or to be used under this Agreement is under consideration for listing or has been listed on the EPA's list of violating facilities.

The Subgrantee agrees to require of every subcontractor, if any, the same certifications given above and to insert in every subcontract all other criteria and requirements of this provision. Further, the Subgrantee shall immediately take such affirmative or remedial action as the Grantee may direct as a means of enforcing such provisions.

M. Political Activities. The Subgrantee shall not expend any Grant funds for the purchase, lease, or use of equipment or premises for political purposes, for sponsoring or conducting candidate's meeting(s), for engaging in voter registration or voter transportation activity, or for any partisan political activities.

N. Equal Employment Opportunity. During performance of this Agreement, the Subgrantee covenants and assures that:

1. The Subgrantee and its subcontractors shall comply, and require compliance, with the conditions and obligations imposed on a recipient of federal financial assistance as set forth in Title VI of the Civil Rights Act of 1964; 42 U.S.C. § 2000d *et seq.*; Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*; Title V, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the rules, regulations, and guidelines promulgated pursuant to those acts; all applicable Executive Orders on equal employment opportunity, especially Executive Order 11246, as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor regulations, 41 C.F.R. Part 60; as well as the following Michigan laws, 1976 PA 220; MCL 37.1101 *et seq.*, and 1976 PA 453; MCL 37.2101 *et seq.*, as amended.
2. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment. The Subgrantee and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status. Such affirmative action shall include but not be limited to the following: employment, upgrading, demotion, and transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of

compensation; selection for training, including apprenticeships; and the conditions and privileges of employment.

3. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, familial status, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement.
4. The Subgrantee and its subcontractors shall post in conspicuous places available to employees and applicants for employment, notices setting forth all provisions of Section II (N.)(1-3).

The Subgrantee and its subcontractors shall post in conspicuous places, available to users of the Subgrantee's facility(s) and program(s), notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs
United States Department of the Interior
National Park Service
1849 C Street, NW, MS-2740
Washington, DC 20240

5. The Subgrantee and its subcontractors shall state in all solicitations or advertisements for employment placed by or on behalf of the Subgrantee or its subcontractors in connection with the work and activities described in this Agreement that all qualified applicants will receive consideration for employment without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status which is unrelated to the individual's ability to perform the duties of a particular job or position.
6. The Subgrantee shall include the provisions of Section II(N.)(1-5) in all subcontracts for any work covered by this Agreement, so that such provisions shall be binding upon each such subcontractor.
7. If the Subgrantee receives a complaint, in writing, alleging Title VI discrimination, the Subgrantee shall, within ten (10) days of receipt, forward the original complaint document to the Office for Equal Opportunity, U.S. Department of the Interior, 1849 C Street, NW, MS-2740, Washington, DC 20240. The Subgrantee shall likewise forward a copy of the complaint document to the Grantee.

8. The Subgrantee shall be fully accountable and responsible for ascertaining, implementing, and enforcing compliance with the enumerated provisions for equal employment opportunity. Breach of any covenant and assurance set forth in Section II(N.)(1-7) shall constitute a material and substantial breach of this Agreement and is cause for voiding this Agreement at the option of the Grantee.
9. The Subgrantee shall file with the Grantee a statement showing that there is a reasonable representation of minorities and women in all levels of the Subgrantee's work force and pledging that there exists equal opportunity to participate in and enjoy the benefits of all programs and activities without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status.
10. The Subgrantee agrees to abide by and to assure that each subcontract construction firm with a contract of Ten Thousand Dollars (\$10,000.00) or more abide by the provisions of the following attached and incorporated Exhibits to this Agreement:
 - a. Exhibit D – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.
 - b. Exhibit E – The Standard Federal Equal Employment Opportunity Construction Contract Specifications.
 - c. Exhibit F – Equal Opportunity Clause.
 - d. Exhibit G – Certification of Nonsegregated Facilities.
11. The Subgrantee agrees to ensure that personnel decisions are in accordance with the following:
 - a. Uniform Guidelines on Employee Selection Procedures (1978); Section 60-3, Uniform Guidelines on Employee Selection Procedure (1978); 43 Fed. Reg. 38295 (August 25, 1978).
 - b. Sex Discrimination Guidelines; 41 C.F.R. § 60-20.
 - c. Guidelines on Discrimination because of Religion or National Origin; 41 C.F.R. § 60-50.
12. The Subgrantee agrees to provide data and reports to the United States Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") as required or requested including the following:
 - a. One-time notification within ten (10) days of all construction projects in the designated geographical area, Federal and non-Federal, by agency, contract number, location, estimated dollar value, percent completed and project completion date.
 - b. Notification of any subsequent construction work (Federal and non-Federal) in the designated geographical area in excess of Ten Thousand Dollars (\$10,000.00).
 - c. Employment Utilization Report is to be filed monthly (Form CC-257).
13. The Subgrantee shall maintain non-segregated facilities.
14. The Subgrantee shall sign and shall require its subcontractors to sign a "Certification of Non-segregated Facilities."

15. The Subgrantee agrees to expressly state in all employment solicitation or advertising that the Subgrantee is an Equal Opportunity Employer.
16. The Subgrantee agrees to display an Equal Opportunity Poster.
17. The Subgrantee agrees to allow OFCCP personnel access to construction sites, records, and employees for purposes of determining the Subgrantee's compliance status.
18. The Subgrantee agrees to not enter into contracts with contractors debarred from Federal contracts or federally-assisted construction contracts by the U.S. Secretary of Labor.

O. Civil Rights. The Subgrantee and its subcontractors shall sign a Civil Rights Assurance of Compliance statement and shall post it in conspicuous places, available to employees, applicants for employment, applicants and recipients of program or activity benefits, and users of the Subgrantee's facility(s) and program(s), and shall print in all grant-related handbooks, manuals, pamphlets, and other materials ordinarily distributed to the public, notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs
United States Department of the Interior
National Park Service
1849 C Street, NW, MS-2740
Washington, DC 20240

P. Project Sign. The Subgrantee shall place not less than one (1) project sign ("the Sign") acknowledging federal financial assistance in a conspicuous location on the Historic Property site. The Sign shall be erected at the beginning of Project Work and a photograph of the Sign shall be submitted to the Grantee. The Sign shall remain in place for one (1) until the Project Work has been completed. The Sign shall be a minimum of 4' x 6' and shall be in keeping with the visual aesthetics of the Historic Property. The Sign shall at a minimum contain (1) the name of the Historic Property, (2) the National Park Service (the "NPS") funding credits and logo, (3) the Grantee logo, and, if applicable, (4) the Subgrantee logo. The Grantee will provide the Subgrantee with a digital file containing the required content of the Sign, which shall be manufactured by the Subgrantee. If the Subgrantee desires to deviate from the content of the Sign provided in the digital file, such deviation must be approved by the Grantee prior to manufacturing the Sign.

Q. Barrier-free Access. The Subgrantee agrees to comply with all pertinent requirements of the federal Architectural Barriers Act of 1968, 42 U.S.C. §4151 *et seq.*, as amended, and the Utilization

of Public Facilities by Physically Limited Act of 1966; MCL 125.1351 *et seq.*, as amended, provided, however, that the Subgrantee may seek and obtain approval from the appropriate administrative and enforcement authority for a variance in accordance with the above-referenced statutes. In implementing open public access, reasonable accommodations shall be made in consultation with the SHPO.

R. Small, Women, and Minority Firms. Affirmative steps shall be taken to assure that small, women, and minority businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Including qualified small, women, and minority businesses on solicitation lists.
2. Assuring that small, women, and minority businesses are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, women, and minority business participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, women, and minority business.
5. Using the services and assistance of the federal Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as required.
6. If any subcontracts are to be let, the Subgrantee shall require the prime contractor to take the affirmative steps listed in Section II(R.)(1-5).

S. Davis-Bacon Act. The Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, as amended, applies to construction contracts under the following circumstances:

1. Where General Revenue Sharing funds constitute twenty-five percent (25%) or more of the project cost.
2. Where Community Development Block Grant monies are used as the non-Federal share of a Historic Preservation Fund grant.
3. Where supplemental funding is furnished through a Federal program to which the Davis-Bacon Act applies.

T. Energy Conservation. The Subgrantee shall recognize and comply with mandatory standards and policies relating to energy efficiency contained in the State of Michigan energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, PL 94-165. The Grantor may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

U. Inventions and Patents. If any Grant-assisted activity or project produces patentable items, rights, processes, or inventions such fact shall be promptly and fully reported to the Grantor. Unless there is a prior agreement between the Subgrantee and the Grantor on disposition of such items, the Grantor will determine whether protection on the invention or discovery will be sought. The Grantor will also determine how the rights in the invention or discovery, including rights under any patent

issued, will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy." 36 Fed. Reg. 16889.

V. Copyrights. Except as otherwise provided in the terms of this Agreement, the author or Subgrantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Agreement. However, such materials shall include an acknowledgment of the Grantor's grant assistance. Further, as a condition of the grant assistance, the Subgrantee agrees to, and awards to the State of Michigan and to the United States Government and their officers, agents, and employees acting within the scope of their official duties (the "Governments"), a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright. The Subgrantee shall not include in the subject data of this Grant any copyrighted matter without the written approval of the copyright owner. Such approval shall include permission for the Governments, above, to use the material in the manner provided above.

Unless otherwise limited in this Agreement, the Governments may, without additional compensation to the Subgrantee, duplicate, use, and disclose all subject data in any manner and for all purposes whatsoever, and allow others to do so.

The Governments shall have the right at any time to modify, remove, obliterate, or ignore any marking not authorized by the terms of this Agreement on any piece of subject data furnished under this Grant.

The term "subject data" used in this provision includes but is not limited to writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, pictorial reproductions, plans, drawings, specifications, electronic applications, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are (1) submitted with a proposal or grant application; or (2) specified to be delivered under this Agreement; or (3) developed or produced and paid for in whole or in part by this Agreement. The term does not include financial reports, cost analysis, and other information incidental to grant administration.

W. Performance Schedule. During the term of this Agreement, the Subgrantee agrees and assures that it shall complete the activities of this Agreement in accordance with the Performance Schedule.

X. Disclosure of Information. Neither the Subgrantee nor its agents or subcontractors shall disclose information or documents created in connection with this Agreement to any other party, without the prior written consent of the Grantee. Neither the Subgrantee nor its agents or subcontractors shall use information or documents created or maintained in connection with this Agreement to further any private interest other than as contemplated by this Agreement, without the prior written consent of the Grantee.

SECTION III PARTICIPATION IN OTHER GRANTEE PROGRAMS

With the exception of providing services to the Grantee as described in this Agreement and the attached exhibits incorporated into this Agreement, neither the Subgrantee nor the Subgrantee's employees, agents, officers, directors, shareholders, or members will participate in Grantee programs or do business with the Grantee under any program in which the Grantee has a direct or indirect relationship, without first securing approval from the Grantee.

SECTION IV PROJECT WORK FUNDING

- A. Sources of Project Funding.** The Project Work described in this Agreement shall be financed in part by federal funds to be disbursed by the Grantee (the "Grant") and in part from other sources available to the Subgrantee. The Grantee, subject to the terms of this Agreement, shall commit an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (the "Award") to complete the Project Work. The Subgrantee shall provide matching funds in the amount of Sixty Thousand Dollars (\$60,000.00). The Subgrantee's match shall be in the form of cash. The allowability and evaluation of the Subgrantee's source of funding for its required matching share shall be determined at the sole discretion of the Grantee.
- B. Payment of Grant Funds.** The Grantee, subject to the terms of this Agreement, shall pay to the Subgrantee for proper and allowable expenditures made by the Subgrantee in connection with this Agreement, a total reimbursement not to exceed the amount of the Award. The obligation of the Grantee to pay such reimbursement is conditioned upon the Subgrantee meeting all of the following conditions to the satisfaction of the Grantee: (1) satisfactory performance and completion of the Project Work in accordance with this Agreement, (2) submission of a completion report within thirty (30) days following Grantee approval of the completed Project Work, (3) submission of a comparison of the final budget to the Project Budget, and (4) a proper claim for reimbursement which shall be supported by documentation of the expenditures claimed. No reimbursement shall be made for unallowable or improper expenditures. In making the claim for reimbursement, the Subgrantee shall use the form entitled "Request for Reimbursement" provided by the Grantee.
- C. Allowable Expenditures.** Subject to the terms of this Agreement and in accordance with *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards*; 2 C.F.R. Part 200 *et seq.*, the Historic Preservation Fund Grant Manual (most recent edition) and the *Grant Manual*, the Subgrantee shall be reimbursed for no more than 100% of the costs incurred in connection with the Project Work undertaken following the execution of this Agreement.

Any Project Work expenditure incurred in the current fiscal year shall be fully documented by the Subgrantee. Likewise, any expenditure incurred in a subsequent fiscal year shall be fully documented by the Subgrantee. Every request for reimbursement shall be submitted to the Grantee on a form prescribed by the Grantee and appropriate documentation shall be appended to the request. No expenses incurred for Project Work prior to the effective date of this Agreement

or subsequent to the End Date shall be eligible for reimbursement.

Only direct expenditures for Project Work are eligible for reimbursement. Indirect expenditures are not eligible for reimbursement and the Grantee will automatically eliminate any expenses it deems to be an indirect expenditure from the Subgrantee's reimbursement requests.

Furthermore, the Subgrantee shall not be entitled to reimbursement for any costs the Grantor in its sole judgment deems unallowable. In no event, however, shall the Grantee's obligation to provide reimbursement for allowable expenditures exceed the Award.

- D. Repayment of Funds.** If this Agreement is terminated pursuant to Section XIII of this Agreement, the Subgrantee will be required to repay any federal funds previously disbursed for Project Work not meeting the requirements of this Agreement. If, at any time before the expiration of the Retention Period, it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue upon demand by the Grantee.

SECTION V NONASSIGNABILITY

The Subgrantee shall not assign or otherwise transfer any interest in this Agreement or the Project Work in any manner not provided for in this Agreement.

SECTION VI SUBGRANTEE OBLIGATION TO EFFECT EASEMENT

The Subgrantee, as a condition precedent to the final disbursement of funds by the Grantee, shall have the Property Owner properly execute and record a historic preservation easement (the "Easement") prepared by the Grantee, expressed as restrictions and covenants running with the land, which is effective and enforceable against the Property Owner, its successors, and assigns for the period referenced in Section VII, Paragraph A of this Agreement. The Easement shall include all provisions contained in Section VII and shall otherwise comply with the purpose and intent of this Agreement. Failure by the Subgrantee to record the Easement upon the request of the Grantee shall be a material breach of this Agreement. The Property Owner agrees that it shall properly execute the Easement upon the request of the Subgrantee.

SECTION VII PROJECT SITE MAINTENANCE AND ADMINISTRATION

- A. Duration of Maintenance and Administration Requirements.** The duration of the maintenance and administration requirements of this Section have no relation to the period of performance for Project Work as described in Section II of this Agreement and shall be effective and enforced through September 30, 2030.

B. Obligation to Preserve Historical Integrity. The Property Owner agrees to repair, maintain, and administer the exterior of the Historic Property, and assume all the accompanying costs, so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment as provided for in this Agreement. "Historical integrity" shall mean those significant characteristics that originally qualified the project site for entry in the National Register. Further, the Property Owner shall maintain the grounds adjacent to and surrounding the Historic Property in a landscaped environment consistent with the historical character of the Historic Property. Nothing in this Agreement shall prohibit the Property Owner from seeking financial assistance from any source available to the Property Owner.

C. Limitations on Visual and Structural Changes. The Property Owner shall make no visual or structural change to the Historic Property that will affect the historic integrity of the Historic Property, without written prior approval from the Grantor and the Grantee.

D. Public Visitation and Access. The Property Owner shall administer the Historic Property and the adjacent and surrounding grounds so that the general public shall have access for purposes of viewing the exterior of the Historic Property. The right of public access shall be for not less than twelve (12) days per year on an equitably spaced basis, and at other times by appointment. "Equitably spaced" does not necessarily require public access on a once-a-month basis but may take into account seasonal and other factors that will most effectively implement the purpose and intent of the Act. Likewise, what constitutes a "day" will depend upon the Property Owner's good faith judgment in complying with the public benefit provisions of the Act, which might reasonably include opportunities for evening visitation.

The Property Owner agrees to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.* These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified physically challenged persons shall be made in consultation with the SHPO.

When exterior or interior work is assisted with Certified Local Government grant funds and the work is not clearly visible from a public right-of-way or the interior work is not normally open to the public except for the required twelve (12) days per year, then the Property Owner shall publish notification giving dates and times when the Historic Property will be open to the public. This notice shall be published in a general circulation newspaper serving the community or area in which the Historic Property is located. The Property Owner shall provide documentation of such notice to the Grantee each December for as long as the Easement is in effect.

E. Fees Associated with Public Visitation. The Property Owner may charge a reasonable nondiscriminatory admission fee for public visitation and access to the Historic Property. If an

admission fee is charged, it shall be established at a rate that will not discourage visitation and comport with fees charged at comparable historic facilities in the area.

- F. Flood Insurance Coverage.** The Property Owner shall maintain flood insurance on the Historic Property, as required by Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4002 *et seq.*, if it is situated in an area designated by the U.S. Secretary of Housing and Urban Development as one having special flood hazards.
- G. Lead-Based Paint.** The Subgrantee and its subcontractors agree to refrain from using lead-based paint in residential structures constructed or rehabilitated with Federal assistance. Such paint is defined as "any paint containing more than six one-hundredths of one percent lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied," as provided in 24 C.F.R. § 35.63.
- H. Actions Affecting the Historic Property.** The Property Owner shall inform and seek the approval of the Grantee prior to beginning any proposed action that may adversely affect the Historic Property. Further, the Property Owner shall inform the Grantee prior to beginning any proposed action by any governmental unit which may adversely affect the Historic Property and of which the Property Owner has knowledge.
- I. Applicability of Equal Opportunity Provisions.** For the duration of the maintenance and administration requirements of this Section, the Equal Employment Opportunity provisions set forth in Section II(N.) of this Agreement shall be applicable to any employment resulting from the use, repair, maintenance, administration, or accessibility of the Historic Property and the adjacent and surrounding grounds. The provisions of Section II(N.)(1)-(5) are incorporated by reference in this Section and shall be included and required by the Subgrantee in every employment contract or subcontract which results from the use, repair, maintenance, administration, or accessibility of the Historic Property and its adjacent and surrounding grounds.

The Property Owner shall administer the Historic Property premises in such a manner that no person shall, on the basis of race, color, religion, national origin, ancestry, sex, age, familial or marital status, or disability be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity directly or indirectly related to the Historic Property.
- J. Requirements of Subleases.** In the event that the Property Owner elects to lease or sublease the Historic Property, a written agreement including the provisions contained in Section VII(A)-(H) shall be executed. The Property Owner shall ensure that any lease agreement concerning the Historic Property complies with all other relevant terms of this Agreement and that it is consistent with the purposes and intents of the Act.

SECTION VIII RESPONSIBILITY, INDEMNIFICATION & DELEGATION

- A. Responsibility and Indemnification Obligation.** The Subgrantee and the Property Owner shall be solely responsible for the acts, omissions, and negligence of its principals, employees, representatives, agents, and subcontractors. Accordingly, the Subgrantee and Property Owner shall indemnify and hold harmless the Grantee and its officers, agents, and employees from and against all claims, damages, losses, or expenses arising out of or resulting from the performance or non-performance of work under this Agreement. The indemnification established under this Section shall apply to any claim, damage, loss, or expense which is: (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting from injury or destruction, and (2) caused in whole or in part by any negligent act or omission, or any willful misconduct by the Subgrantee, any subcontractor, or anyone directly or indirectly employed by any one of them, or anyone for whose acts any one of them may be liable. The indemnification established under this Section shall apply regardless of whether the injury, sickness, disease, or death, or injury to or destruction of property is caused in part by a party indemnified by this Section. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.
- B. Non-Limitation.** In any and all claims against the Grantee or any of its officers, agents, or employees by an employee of the Subgrantee or the Property Owner, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Subgrantee or Property Owner or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- C. Delegation.** The Subgrantee and the Property Owner shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Grantee has given written consent to the delegation. When submitting the request to subcontract, the subcontractor shall include the following information about the subcontractor:
1. Name of Subcontracting Firm;
 2. Work that will be subcontracted;
 3. Names of individuals who will perform the subcontracted work; and
 4. List any and all Grantee programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.

Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Grantee shall be a material breach of this Agreement. In the event a subcontractor is approved by the Grantee, the Key Persons for the Subgrantee/Contractor shall be subject to the requirements set forth in Section II of this Agreement.

SECTION IX COMPLIANCE WITH LAWS, REGULATIONS, GUIDELINES, AND POLICIES

The Subgrantee, in the performance of all activities under this Agreement, shall comply and require compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and of local government and shall neither commit nor permit any trespass upon any public or private property in the performance or attempted performance of any service or activity under this Agreement. The Subgrantee shall comply and require compliance with all requirements, limitations, regulations, rules, policies, guidelines, and interpretations which are made applicable to this Agreement by Executive Order of the President of the United States, by the Governor of the State of Michigan, by the Grantor, by the Michigan Attorney General, by the Grantee, by the U.S. Congress, or by the Michigan State Legislature, in connection with this Grant and pursuant to the Act.

In addition to the terms detailed in this Agreement, all Federal requirements governing grants (2 C.F.R. Part 200, consolidating and/or superseding OMB Circulars A-87, A-21 or A-122, which concern cost principles; A-102 or A-110, which concern administrative requirements; and A-133, which concern audit requirements) are applicable.

SECTION X DISPUTE RESOLUTION

Any dispute arising under this Agreement that is not amicably resolved by the parties shall be determined by the Grantee, which shall reduce its decision to writing and furnish a copy of it to the Subgrantee. The decision of the Grantee shall be final and shall control the subsequent dealings of the parties. The decision shall not bar the Subgrantee from seeking judicial review or other alternative recourse.

The occurrence of a dispute shall not excuse performance and compliance by the Subgrantee either prior to or during the pendency of the determination of the Grantee.

SECTION XI MODIFICATIONS

The Grantee or the Subgrantee may request modification of the Project Work, Project Budget, or Performance Schedule to be performed by the Subgrantee, provided that such a modification comports with the intents and purposes of this Agreement and is consistent with the Act, and the regulations, limitations, guidelines, policies, and interpretations prescribed by the Grantor pursuant to that Act. All requests for modification shall be submitted in written form by the duly authorized representative of the party requesting modification prior to their implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

The modification of a technical specification or procedure for Project Work that, if approved, will not affect or alter other terms of this Agreement may be accomplished by the written approval of the Grantee's designee. The modification shall not require the execution of an amendment to this Agreement, but shall constitute, upon proper approval, a part of this Agreement. Except for approved changes of technical specifications or procedures as above provided, the modification of any of the other terms of this Agreement

shall not be valid unless such modification is first approved in writing by both the Grantee and Subgrantee and only if such modification, after approval, is incorporated in a written amendment to this Agreement executed by the Grantee and the Subgrantee.

The Grantee alone shall determine whether a requested modification constitutes a request for change of a technical specification or procedure which will not further affect or alter this Agreement or whether the requested modification constitutes a request for modifying the terms of this Agreement.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, or employee of the Grantee or Subgrantee, either before or after the execution of this Agreement, shall modify any of the terms of this Agreement unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement, in an amendment to this Agreement, or in a written approval with respect to the modification of a technical specification or procedure for performance of the Project Work.

SECTION XII TERMINATION OF AGREEMENT FOR UNAVAILABILITY OF STATE OR FEDERAL FUNDS

It is the intent and understanding of both parties that this Agreement is contingent upon the receipt by the Grantee of federal funds pursuant to the Act, and/or the receipt of state funds appropriated by the Michigan State Legislature. If federal funds approved or obligated by the Grantor for administration by the Grantee in connection with this Agreement are at any time rendered unavailable to the Grantee by the Grantor, or if state funds intended for expenditure to support this Agreement are made unavailable by the Michigan State Legislature or some other state funding authority, such as the Michigan Department of Technology, Management and Budget, the Grantee shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Subgrantee. Should this Agreement be terminated by reason of the unavailability of state or federal funds for the Project Work, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of such termination shall be made accessible in the form of copies to both the Grantee and Grantor.

In the event of termination under this provision the Subgrantee shall be entitled to receive reimbursement for allowable expenditures incurred prior to the effective date of termination if the Grantor approves and releases funds for that reimbursement. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section IV of this Agreement.

SECTION XIII WITHHOLDING OF FUNDS, SUSPENSION, AND TERMINATION OF AGREEMENT

- A. Applicability.** When a Subgrantee has materially failed to comply with this Agreement's stipulations, terms, standards, or conditions, the Grantee may suspend the Grant, terminate the Grant for cause, or take such other remedies as may be legally available and appropriate under the circumstances. The approval of this Agreement and any subsequent payments made under this Agreement will not prevent the Grantee from withholding funds because of the Subgrantee's failure to comply with the requirements of this Agreement or observe applicable Federal or State requirements.

1. Withholding of payments. The Grantee may withhold payments otherwise due to a Subgrantee if the Subgrantee has failed to comply with the Agreement's reporting requirements, program objectives, or Award conditions (the "Deficiency"). The Grantee will provide a written advance notification to the Subgrantee identifying the Deficiency and declaring its intent to withhold future payments if the Deficiency is not corrected by a specific date (the "Cure Date"). If the Deficiency is not corrected by the Cure Date, the Grantee will notify the Subgrantee by letter that payments will not be made until the Deficiency is corrected. When the Deficiency is fully corrected, payments will be released. Continued noncompliance or a failure to act by the Subgrantee may result in suspension or termination of this Agreement. (Grant suspensions or terminations include not only payments being withheld, but also that no additional costs, or only very limited additional costs, may be authorized by the Grantee to be incurred by the Subgrantee).
2. Suspension. Suspension is an action taken by the Grantee, which temporarily withdraws or limits a Subgrantee's authority to act or receive any benefits relating to the Agreement pending either (1) a corrective action by the Subgrantee as specified by the Grantee or (2) a decision by the Grantee to terminate the Agreement.
 - a. Notification. When a Subgrantee has materially failed to comply with the terms and conditions of this Agreement, the Grantee may suspend the Agreement, in whole or in part, after giving the Subgrantee 30 days written notice to provide the Subgrantee the opportunity to cure the condition or show cause as to why the Agreement should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Subgrantee, and the effective date of the suspension. The suspension may be made effective without previous notice in an emergency situation such as when a delayed effective date would unreasonably impair the Grantee's responsibility to protect the Government's interest.
 - b. Commitments. No commitment of funds incurred by the Subgrantee during a period of the suspension will be allowed under the Agreement, unless the Grantee expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subgrantee could not reasonably avoid during a period of suspension will be allowed if they result from charges properly incurred by the Subgrantee before the effective date of the suspension, and not in anticipation of suspension or termination.
 - c. Adjustments to payments. Appropriate adjustments to payments submitted by the Subgrantee after the effective date of suspension will be made either by withholding the payments or by not allowing the Subgrantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
 - d. Suspension period. A suspension will remain in effect until the Subgrantee has (1) taken corrective action to the satisfaction of the Grantee, (2) given written evidence satisfactory to the Grantee that corrective action will be taken, or (3) until the Grantee terminates the Agreement.

3. Termination. Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
 - a. Termination for cause. The Grantee may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Subgrantee has failed to comply with the terms and conditions of this Agreement. The Grantee will promptly notify the Subgrantee in writing of the termination and provide the reasons for the termination, together with the effective date. Payments made to the Subgrantee or recoveries by the Grantee under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.
 - b. Termination for convenience. The Grantee or the Subgrantee may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project Work would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect any preservation agreement or covenant that may be executed as a prior condition for this Grant assistance. An amendment to this Agreement is required for all terminations for convenience.
 - c. Termination by Subgrantee. The Subgrantee may, with written notification to the Grantee, unilaterally cancel this Agreement at any time prior to the first payment on the Agreement. Once initiated, no Project Work financed with Grant proceeds shall be terminated by a Subgrantee prior to satisfactory completion without approval of the Grantee. After the initial payment, the Agreement may be terminated, modified, or amended only by mutual agreement of the Subgrantee and the Grantee pursuant to its terms. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.
 - d. Commitments. If this Agreement is terminated, the Subgrantee will not incur new obligations for the terminated portion after the effective date of the termination. The Subgrantee will cancel as many outstanding obligations as possible. The Grantee will allow full credit to the Subgrantee for the Federal share of the non-cancellable obligations properly incurred by the Subgrantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of termination shall become the property of the Grantee. However, the Subgrantee shall be entitled to retain copies.

The Subgrantee, in the event of termination under this provision, shall be entitled to receive reimbursement for expenditures made and services satisfactorily performed under this Agreement prior to the effective date of such termination. When the Secretary of the Interior's Standards are cited in Section I of this Agreement, the Subgrantee shall only be entitled to reimbursement for that Project Work that meets the

Secretary of the Interior's Standards. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section IV of this Agreement.

Notwithstanding the foregoing, the Subgrantee shall not be relieved of its liability to the Grantee for the damages sustained by the Grantee as the result of any breach of this Agreement until the Grantee so releases the Subgrantee and has determined for the purpose of set-off the exact amount of damages due the Grantee.

SECTION XIV EFFECTIVE DATE OF AGREEMENT TERMS

The parties agree and understand that this Agreement shall not take effect unless (1) the Grantor issues a written authorization to the Grantee for the Project Work described in this Agreement, and (2) this Agreement is signed by both the Grantee and the Subgrantee. If the Grantee's signature is not obtained, then any Project Work performed or expenses incurred by the Subgrantee in performance of this Agreement shall be performed or incurred by the Subgrantee at risk of non-reimbursement.

Further, the Subgrantee understands that, for each fiscal year, Project Work must receive a separate federal written authorization. A single fiscal year runs for 365 days from October 1 of a year to September 30 of the following year. Therefore, the parties agree that the Grantee is only liable to reimburse the Subgrantee for that Project Work which has (1) been satisfactorily performed under a signed agreement, (2) received federal authorization for the fiscal year in which it was performed, and (3) been performed and completed in compliance with the terms of this Agreement.

Although this Agreement may have been signed by both parties, any Project Work performed or expenses incurred by the Subgrantee in fulfillment of this Agreement, when federal authorization for that fiscal year is lacking, shall be performed or incurred at the sole and singular risk and expense of the Subgrantee.

SECTION XV SEPARABILITY OF PROVISIONS

It is declared to be the intent of the parties that if any provision of this Agreement or its application to any persons or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate the remainder of this Agreement or its application to other persons or circumstances, unless so provided by the court or unless the severance of such an invalid provision alters the basic intent or purpose of this Agreement, causes an increase of the Grantee's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy, or interpretation prescribed by the Grantor under the Act.

SECTION XVI EXECUTION AND IMPLEMENTATION

- A. **Counterparts; Facsimile/PDF Signatures.** This Agreement may be signed in counterparts and delivered by facsimile or in pdf form, and in any such circumstances, shall be considered one document and an original for all purposes and shall become effective on the date of the final signature.

- B. **Waiver.** A failure or delay by the Grantee in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.
- C. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter, and supersedes all prior agreements whether written or oral, with respect to the subject matter of this Agreement.
- D. **Jurisdiction.** The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Subgrantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Subgrantee resides, in or outside of the United States.

IN WITNESS WHEREOF the parties to this Agreement, by their respective and duly authorized representatives, hereto subscribe and execute this Agreement as of the day and year first written above.

- REMAINDER OF PAGE BLANK -

GRANTEE

STATE HISTORIC PRESERVATION OFFICE

DocuSigned by:

Martha MacFarlane-Faes

By: MARTHA MACFARLANE-FAES

Its: DEPUTY STATE HISTORIC PRESERVATION OFFICER

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GRANTEE

MICHIGAN STRATEGIC FUND

DocuSigned by:

Matt Casby

384CDD4A58CD4FB

By: MATTHEW CASBY

Its: ASSOCIATE FUND MANAGER

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SUBGRANTEE

CITY OF CHARLEVOIX DOWNTOWN
DEVELOPMENT AUTHORITY

DocuSigned by:

Lindsey Dotson

By: LINDSEY DOTSON

Its: EXECUTIVE DIRECTOR

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PROPERTY OWNER

CHARLEVOIX HISTORICAL SOCIETY

By: DENISE FATE

Its: PRESIDENT

EXHIBIT A

SCOPE OF WORK

[Follows under this cover]

CG23-457

FOR THE CITY OF CHARLEVOIX CHARLEVOIX HISTORIC TRAIN DEPOT ROOFING PROJECT

SCOPE OF WORK

Section I Work Overview

In accordance with this Agreement and in a manner satisfactory to the Grantee, the Subgrantee shall:

- A. Hire, compensate, and supervise personnel to be employed in completing the Project Work as outlined in this exhibit. Personnel shall be licensed and insured in the State of Michigan. Bidding and procurement requirements are outlined in the Grant Manual
- B. Provide all necessary project-management services, including accounting, bookkeeping, payroll reporting, and day-to-day management of Project Work activities.
- C. Place not less than one (1) sign acknowledging federal financial assistance in a conspicuous location on the Historic Property. The Sign shall be erected at the beginning of Project Work and a photograph of the Sign shall be submitted to the Grantee within three (3) days of its installation. The Sign shall remain in place until the Project Work has been completed. The Sign shall be a minimum of 4' x 6' and shall be in keeping with the visual aesthetics of the Historic Property. The Sign shall at a minimum contain (1) the name of the Historic Property, (2) National Park Service funding credits and logo, (3) Grantee logo, and (4) Subgrantee logo. The Grantee will provide the Subgrantee with a digital file containing the required content of the Sign, which shall be manufactured by the Subgrantee. If the Subgrantee desires to deviate from the content of the Sign provided in the digital file, such deviation must be approved by the Grantee prior to manufacturing the Sign.
- D. Complete the Project Work in a satisfactory manner and consistent with the U.S. Secretary of the Interior's *Standards* and Preservation Briefs.

Section II Project Site

The Project Work set forth in this Exhibit A shall be performed on the Historic Property located at 305 Chicago Avenue, Charlevoix, Michigan 49720.

Section III Project Work

The Project Work shall include replacing the existing shingle roof with a new shingle roof. More specifically, the Project Work shall include:

- Tear off of the existing roof and disposal of materials
- Installation of new drip edge on all rakes and eaves
- Installation of 6 ft. ice and water shield on all eaves and one row at each roof break, one row up each valley, and under all sidewall flashings
- Installation of titanium underlayment to remaining area of roof deck
- Re-flashing of soil pipes and bathroom vents
- Installations of color clad metal valleys
- Installation of dimensional shingles
- Installation of ridge vent and ridge cap

All work shall be consistent with the *Standards* and is subject to Grantee approval. Any proposed changes to the Project Work shall be approved by the Grantee prior to proceeding.

Section IV Credit Requirements

- A. Federal Funding Credit and Legal Notice. The introduction of each written, audio, visual, or other material (including public announcements and news releases) produced by the Subgrantee pursuant to this Agreement shall contain a credit that reads verbatim as follows:

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, through the Michigan Strategic Fund, State Historic Preservation Office. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan Strategic Fund, State Historic Preservation Office, nor does the mention of trade names or commercial product herein constitute endorsement or recommendation by the Department of the Interior or the Michigan Strategic Fund, State Historic Preservation Office.

Financial Assistance Disclaimer. The Subgrantee and its subcontractors shall also print in each written, audio, visual, or other material (including public announcements and news releases) produced by the Subgrantee pursuant to this Agreement a notice that reads verbatim as follows:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs
United States Department of the Interior
National Park Service
1849 C Street, NW, MS-2740
Washington, DC 20240

Section V Additional Requirements

- A. Quarterly Progress Reports. The Subgrantee shall provide quarterly progress reports to the Grantee using the form provided by the Grantee. Quarterly progress reports shall be due by January 15, April 15, July 15, and October 15 of each year during the project reporting period and will include:
2. Title sheet identifying the Project, contract number, and name and address of the Contractor employed on the project.
 3. Names and titles/responsibilities of the project manager and persons working on the project, including any subcontractors.
 4. A financial report of expenditures to date including any changes to approved Project Budget or approved work schedule.
 5. A written summary of progress outlining the work accomplished during the reporting period. Problems, real and anticipated, or any significant deviation from the agreed-upon work plan should be brought to the attention of the

Contract Administrator.

- B. Project Completion Report and Reimbursement Request. Prepare and submit to the Grantee one (1) copy of a Project Completion Report and a proper claim for reimbursement which shall be supported by documentation of the expenditures claimed within thirty (30) days following Grantee approval of the completed project. The Subgrantee should also comply with the reporting and completion dates as set forth in the Work Schedule attached and incorporated in the Performance Schedule.

EXHIBIT B

PERFORMANCE SCHEDULE

[Follows under this cover]

CG23-457

**FOR THE CITY OF CHARLEVOIX
CHARLEVOIX HISTORIC TRAIN DEPOT ROOFING PROJECT**

Work Items	
August 2023	Grantee completes National Environmental Policy Act (NEPA) Review
August 2023	CLG Grant agreement executed
Procurement	
August 2023	Subgrantee submits draft Request for Proposals (RFP), solicitation letter, and advertisement plan to Grantee for review
August 2023	Grantee completes pre-work site inspection
September 2023	Grantee approval of RFP, solicitation letter, and advertisement plan
September 2023	Subgrantee posts RFP and solicits bids
November 2023	Subgrantee submit bids and rationale for bidder selection to Grantee
November 2023	Grantee approval of bidder selection
December 2023	Subgrantee submits draft subcontract to SHPO for approval
December 2023	Grantee comments and recommends changes for subcontract
December 2023	Subgrantee executes subcontract
December 2023	Subgrantee submits copy of executed subcontract to Grantee
Construction	
January 2024	Begin construction
January 2024	Install project sign and submit photo documentation to Grantee
July 2024	Finish construction
August 2024	Final on-site inspection by Grantee
Project Close-Out	
August 2024	Subgrantee Submits Completion Report
August 2024	Subgrantee records easement and submits to SHPO
August 2024	Subgrantee submits final reimbursement request with financial documentation to Grantee
September 2024	Anticipated reimbursement from Grantee
Project Reporting	
Every January 15, April 15, July 15, and October 15	Subgrantee submits Quarterly Progress Report to Grantee for the duration of the project

EXHIBIT C

PROJECT BUDGET

[Follows under this cover]

CG23-457

**FOR THE CITY OF CHARLEVOIX
CHARLEVOIX HISTORIC TRAIN DEPOT ROOFING PROJECT**

PROJECT BUDGET

WORK ITEMS	CLG FUNDS	MATCH	PROJECT TOTAL
<u>Construction</u>			
Train Depot Roofing Project	\$20,000.00	\$60,000.00	\$80,000.00
TOTALS	\$20,000.00	\$60,000.00	\$80,000.00

REIMBURSABLE SHARE	
Subgrantee:	City of Charlevoix
Source:	General Funds
Kind:	Cash
Amount:	\$20,000.00
Total	\$20,000.00

EXHIBIT D

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

[Follows under this cover]

CG23-457

FOR THE CITY OF CHARLEVOIX
CHARLEVOIX HISTORIC TRAIN DEPOT ROOFING PROJECT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

TIMETABLES	Goals for Minority Participation For Each Trade	Goals for Female Participation In Each Trade
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These goals are applicable to all the contractor's construction work (whether it is Federal or federally assisted) performed in the covered area.

The contractor's compliance with Executive Order 11246 (the "Executive Order") and the regulations in 41 C.F.R. § 60-4 shall be based on the contractor's implementation of the Equal Employment Clause, specific affirmative action obligations required by the specification set forth in 41 C.F.R. § 60-4.3(a), and the contractor's efforts to meet the goals established for the geographical areas where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly in each of its projects. The transfer of minority or female employees or trainees from contractor-to-contractor or from project-to-project for the sole purpose of meeting the contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 C.F.R. § 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; and the geographical area in which the contract is to be performed.
- 4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is: 305 Chicago Avenue, Charlevoix, Michigan 49720.

EXHIBIT E

STANDARD FEDERAL EQUAL OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

[Follows under this cover]

CG23-457

**FOR THE CITY OF CHARLEVOIX
CHARLEVOIX HISTORIC TRAIN DEPOT ROOFING PROJECT**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographic area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal Social Security Number used in the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, the contractor/subcontractor shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the contractor is participating (pursuant to 41 C.F.R. § 60-4.5) in a hometown plan (the "Plan") approved by the U.S. Department of Labor in the covered area either individually or through an association, the contractor's affirmative action obligations on all work in the Covered area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with his or her obligations under the Equal Employment Opportunity ("EEO") clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Exhibit E. The goals set forth in the solicitation are expressed as percentages of the total hours of employment and training that the contractor should reasonably be able to achieve for minority and female utilization in each construction trade in which it has employees in the covered area.

The contractor is expected to make substantially uniform progress toward these goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, the Executive Order, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Training must be in accordance with training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon the contractor's efforts to achieve maximum results from these actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two (2) or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor's or the contractor's union have employment opportunities available, and maintain a record of the organizations' responses. (See Chapter 17, G. 2. of the Historic Preservation Fund Manual)
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's effort to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b, above.
 - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting EEO obligations; by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the contractor's EEO policy externally by including it in an advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or does not anticipate doing business.
 - i. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractors shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. § 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community (or other similar group of which the contractor is a member and participant), may be asserted as fulfilling any specifications provided that:
- a. the contractor actively participates in the group,
 - b. makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry,

- c. ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation,
- d. makes a good faith effort to meet its individual goals and timetables, and
- e. can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor.

The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. The contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved the goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under utilized.)
10. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to the Executive Order.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and the Executive Order, as amended.
13. The contractor, in fulfilling the obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Exhibit E, so as to achieve maximum results from the efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government, and keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EXHIBIT F

EQUAL OPPORTUNITY CLAUSE

[Follows under this cover]

CG23-457

**FOR THE CITY OF CHARLEVOIX
CHARLEVOIX HISTORIC TRAIN DEPOT ROOFING PROJECT**

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees to the following:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will 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 to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 (the "Executive Order"), and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by the Executive Order, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of the Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees to be bound by the above equal opportunity clause with respect to its own employment practices when participating in federally assisted construction work; provided, that if the

applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentally, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees to assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees to refrain from entering into any contract or contract modification subject to the Executive Order, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that failure or refusal to comply with these undertakings may cause the administering agency to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant, contract, loan, insurance, guarantee; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the U.S. Department of Justice for appropriate legal proceedings.

EXHIBIT G

CERTIFICATION OF NON-SEGREGATED FACILITIES

[Follows under this cover]

CG23-457

**FOR THE CITY OF CHARLEVOIX
CHARLEVOIX HISTORIC TRAIN DEPOT ROOFING PROJECT**

CERTIFICATION OF NONSEGREGATED FACILITIES

[Applicable to federally assisted construction contracts and related subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the Equal Opportunity clause.]

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

Signature

Date

Name and Title of Signer (Please type or print)

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. § 1001.

PROPERTY OWNER

CHARLEVOIX HISTORICAL SOCIETY

DocuSigned by:

Geoffrey Reynolds

364CD98A11CE3422
By: GEOFFREY REYNOLDS
Its: PRESIDENT

Memorandum of Understanding
Certified Local Government (CLG) Application

Approval: Charlevoix Historical Society Date: January 10, 2023

Approval: _____(City of Charlevoix)_____ Date: _____

Agreement Scope

The Charlevoix Historical Society and the City of Charlevoix voluntarily agree to enter into a cooperative arrangement as described in the balance of this Memorandum of Understanding (MOU) with regard to the 2023 Certified Local Government (CLG) grant program for the rehabilitation of Charlevoix Train Depot Roof and Chimney Project. This MOU is intended by the parties to assist them in the coordination of mutually beneficial activities and to serve as a written record of the intentions and responsibilities of each party at the time of signing the MOU, stated in good faith and with as much accuracy as possible. It is not intended that this document should confer contractual rights on any party or serve as the basis for any legal claim.

The Charlevoix Historical Society will designate the City of Charlevoix as the administrative agent to act as fiduciary for the Grant. As the administrator, City of Charlevoix will be authorized and directed to file an application with Charlevoix Historical Society for the Grant, with additional responsibilities assumed by each of the parties, including Charlevoix Historical Society which owns Charlevoix Train Depot, 307 Chicago Ave. Charlevoix, MI 49720, noted in this MOU.

The Michigan State Historic Preservation Office (SHPO) will provide a 2023 CLG Grant award for the Charlevoix Train Depot Roof and Chimney Project of forty-eight thousand dollars (\$48,000). The TOTAL PROJECT COST from the grant award totals one hundred and ten thousand dollars (\$110,000).

All grant administration requirements as outlined in the grant manual must be followed by the designated parties.

Agreement Period

This MOU is effective January 23, 2023, until September 30, 2025, by and between Charlevoix Historical Society, having its principal place of business at 103 State Street, Charlevoix, MI 49720, and the City of Charlevoix having its principal place of business at 210 State Street, Charlevoix, MI 49720.

This MOU may be modified or amended in writing upon the agreement of both parties to this MOU.

Agreement Components As a partner of Charlevoix Train Depot Roof and Chimney Project City of Charlevoix will:

- Consult with Charlevoix Historical Society on an ongoing basis to facilitate the administration of the grant agreement.
- Participate in an initial site visit with SHPO staff and Charlevoix Historical Society.
- Prepare and submit quarterly progress reports to SHPO describing the project work completed and accounting for any deviation from the approved performance schedule and budget.
- Execute the bidding process including, but not limited to: writing RFPs, organizing public bid openings, and creating a selection committee comprised of representatives from Charlevoix Historical Society to evaluate bids and select a consultant.
- Submit documentation of the bidding process and consultant contracts and recommend consultant selection to SHPO.
- Execute a contract agreement between the City of Charlevoix and the selected consultant for the performance of work necessary to complete the Grant Project. Submit a copy of the consultant contract to SHPO.
- Set up regular meetings to ensure that the work is proceeding according to the project scope and timetable.
- Provide approval of pay requests.
- Pay all invoices and project expenses and submit copies to the Charlevoix Historical Society for their records.
- Keep Charlevoix Historical Society informed of the progress of the Grant Project.
- Notify or seek approval from SHPO of any proposed changes in the scope of work or budget prior to implementing the change.
- Prepare and submit the final reimbursement request to SHPO.
- Prepare and submit the final completion report to SHPO.

Indemnification of the Charlevoix Historical Society by requiring all selected consultants to indemnify Charlevoix Historical Society as well as list Charlevoix Historical Society as additional insured.

Charlevoix Historical Society will:

- File a joint grant application with the City of Charlevoix and submit it to SHPO for the Grant Project.
- Supply ownership documentation to the City of Charlevoix as outlined in the CLG grant manual.
- Provide contact person(s) for the Grant Project who will attend regularly scheduled meetings and provide site observation.
- Provide access, as required to complete the Grant Project, to the buildings and surrounding grounds.
- Aid with issuing of RFPs, advertising for bids, and participating in a selection committee to evaluate bids and select a contractor.
- Indemnification of the City of Charlevoix by requiring all selected consultants to indemnify the City of Charlevoix as well as list the City of Charlevoix as additional insured.

SHPO Advance - \$20K for Roof

Denise Fate <denise@chxhistory.com>

Wed 6/19/2024 7:59 AM

To:Lindsey Dotson <lindseyd@charlevoixmi.gov>

Cc:Gary Moore <gary@chxhistory.com>

Lindsey,

Can you prepare the \$20,000 check to the Historical Society as an advance of the SHPO reimbursement?

We need to pay Cosier directly to keep all the costs in one place for the accounting.

Thank you,

Denise

Charlevoix City Council

Consent Agenda

Title: Planning Commission Annual Report

Date: July 1, 2024

Presented By:

Background:

Annually, the Planning Commission is required to report their activities and business to the City Council. You will find this report attached.

Recommendation:

Motion to accept the 2024 Planning Commission Annual Report as presented.

Attachments:

1. Planning Commission Annual Report 2024

June 10, 2024

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

RE: 2023 Charlevoix Planning Commission Annual Report

Hon. Mayor and Council Members:

As required per the Michigan Planning Enabling Act, Section 125.3819 (2) (Act 33 of 2008, as amended), the Planning Commission respectfully submits a report of the activities they undertook in the previous twelve months (May 2023-April 2024).

"A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development."

PLANNING COMMISSIONERS

1. Jennifer Muladore, Chairperson
2. Sherm Chamberlain, Vice-Chair
3. Mary Millington
4. Toni Felter
5. Maureen Radke
6. John Kurtz
7. Scott Beatty
8. Shelley Boehmer
9. Janet Coltman

PLANNING STAFF

Planning and Zoning staff provide support and technical expertise to the Planning Commission as well as other public bodies, City staff, residents, and other inquirers who have questions about the City's Ordinances, development potential, and application processes. Planning services were provided by regional planning agency, Networks Northwest until August 2023. Planning and zoning staff included:

1. Jennifer Neal, Planner, Networks Northwest (left 8/2023)
2. Jonathan Scheel, Zoning Administrator
3. Faith Miller, Enforcement Officer (seasonal)

January of 2023 Jonathan Scheel was promoted to Director of Planning and Zoning

MEETINGS

The Planning Commission met a total of twelve (12) times in the past year. Meetings are typically scheduled for the second Monday of the month, at 6:00 PM, at City Hall. All meetings are held in compliance with the *Open Meetings Act, PA 267 of 1976, as amended*.

1. Monday, May 8, 2023
2. Monday, June 12, 2023
3. Monday, July 10, 2023
4. Monday, August 14, 2023
5. Monday, September 11, 2023
6. Monday, October 9, 2023
7. Monday, November 13, 2023
8. Monday, December 11, 2023
9. Monday, January 8, 2024
10. Monday, February 12, 2024

11. Monday, March 11, 2024
12. Monday, April 8, 2024

Minutes to all Planning Commission meetings are available at <https://charlevoixmi.portal.civicclerk.com/>

ACTIVITIES

The Planning Commission Chairman directed a Housing sub-committee to look for any housing opportunities. The committee brought back information on rezones, working with the Charlevoix School District, and Charlevoix Township.

Housing opportunities including types and sizes in the city, missing middle, expanding housing opportunities at all income levels and implementing housing solutions that fit the community character, primarily duplexes and single multi-family buildings were all discussed.

Housing North presented a current housing study for Charlevoix County and the 10 county region.

Priority Matrix. Review ordinances related to outdoor / RV storage, Mixed Use Overlay Districts landscaping and Lighting.

The City received a Housing Readiness Grant from Michigan State Housing Development Authority to allow the City and the Charlevoix Township to plan together for regional housing.

UPDATES TO THE ZONING ORDINANCE

The Planning Commission continued to review and amend the Zoning Ordinance with language that supports and implements the vision of the adopted Master Plan.

Using Form-Based code to allow more housing choices with the least amount of impact to existing neighborhoods.

Reviewed the Zoning Ordinance for additional language to expand housing choices.

Held public hearings to rezone multiple parcels of General Commercial to Multifamily on the north side of the city and multiple parcels of Residential 1 to Residential 2 on the southwest side of the city. Both were recommended for adoption to the City Council.

LOOKING FORWARD...

In May 2024, the Planning Commission prepared a list of priority activities. The Planning Commission prioritized for 2024/25 discussion around design guidelines and landscaping standards for a mixed-use corridor along US31. Items related to expand Missing Middle Housing include continuing to consider initiatives to increase missing middle housing types, including considering permitting residential uses in the Industrial Zoning District, and considering initiatives to create additional housing in the Central Business District. The Commission also looks forward to an opportunity to hold a joint meeting with the Charlevoix Township Planning Commission to discuss housing initiatives and coordinate land use and future developments with the Township.

Respectfully submitted,

Jennifer Muladore, Chairperson
Planning Commission
City of Charlevoix

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Ordinance 850 of 2024: Outdoor Storage Zoning Ordinance Amendment

Date: July 1, 2024

Presented By: Jonathan Scheel, Zoning Administrator
Mark Heydlauff, City Manager

Background:

This spring, the Planning Commission sent City Council a draft ordinance to revise the regulations on the outdoor storage of recreational vehicles including boats, camper trailers, motorhomes, busses, and other vehicles.

Recreational equipment has changed over the years. Definitions were added to cover or reference changes relating to outdoor storage. In the existing ordinance, only vehicles that would be considered temporary living quarters are considered a recreational vehicle. Most other recreational equipment is not regulated under the existing ordinance. Additionally, the type of use, “active or storing” was defined in the proposed ordinance. Currently, all vehicles stored outside are regulated only in residential districts. The proposed ordinance language adds all other zone districts excluding the Industrial District.

Over the last few years, there have been a few recreational vehicles being used as long-term summer housing. Many are used as overflow housing for friends and family, but we have found several being advertised as short-term rentals. Monitoring activity in the vehicles has been difficult for our enforcement. Currently, connecting to electricity, water or sewer is not allowed except for up to a 14-day period per year for living/lodging that the ordinance allows. Recreational vehicle owners do have a need to connect to electricity to keep food refrigeration units working and cleaning and lighting when preparing for camping trips. Similarly, sometimes water is connected to fill tanks and cleaning. New language includes allowing electric and water hookup during “Active Use” (see new definition).

Currently, we have some enforcement issues with a few buses and boats that, because of their length, extend into public rights-of-way, sidewalks and streets. The different lengths currently allowed for boats and buses/motorhomes is without reason. The length of recreational vehicles has a direct relationship with the height of the same vehicle. For that reason, the proposed change of 25 feet for both types of vehicles is proposed in this ordinance. This is a reduction by 5 feet for buses and RV and an increase by 7 feet for boats.

Currently, two recreational vehicles are allowed per property. Per the ordinance definitions, a canoe or kayak would be considered one vehicle. Treating a 30-foot RV and a 10-foot kayak the same seems illogical. If a large family each wants numerous kayaks, mopeds or bicycles, how they are stored seems more important than the exact number. New language allows no set number of smaller vehicles, but adds additional language on storage methods (racks, stacked neatly against a structure).

Active use and storage parking of recreational vehicles in front yards has been problematic. Some vehicles have been parked/stored very close to neighbor’s homes. Parking large vehicles next to

neighbor's homes can negatively impact light and air movement, including aesthetics, both for the direct neighbors and the neighborhood in general. The same could be said for storage during the rest of the year in the side or rear yard.

Currently, active use parking of recreational equipment and vehicles may be within the front yard, including the front and side setbacks. As pointed out earlier in this document, recreational vehicles in our city seem to be getting larger. By allowing the vehicles in the setbacks, many vehicles are not only in the setback but are being parked in the city ROW tight up to the pavement on the street. The current ordinance does not allow blockage of the street or sidewalks but does not speak to the ROW where pedestrians may want to walk on unimproved streets without curbs and sidewalks. The new proposed language will allow Active Use parking in a driveway. Storage of off-season vehicles will continue to be limited to side or rear yard within five (5) feet of a side yard setback. Screening regulations have been added to protect neighbors and the public from unsightly, large vehicles. A common fence gate or vegetation can be used. Also, recreational vehicles owned by others will not be allowed to be stored on property they do not own.

Realizing that there are lots in the city, because of size and shape, that will make it difficult for recreational vehicle owners to abide by some of these current and proposed regulations, there is additional language allowing a homeowner to request a waiver from the rules using a simple application to the Zoning Administrator.

Recommendation:

Council discussion and direction.

Motion to approve ordinance 850 of 2024.

Attachments:

1. 850 of 2024 Zoning Ordinance Amendment
2. Red Lined 850 of 2024 06.25.2024

**CITY OF CHARLEVOIX
ORDINANCE NO. 850**

**AN ORDINANCE AMENDMENT TO AMEND TITLE XV LAND USAGE, CHAPTER 153: PLANNING AND ZONING: SECTIONS 153.005
DEFINITIONS AND 153.153 OUTDOOR STORAGE**

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1: Title XV, Chapter 153, Section 153.005 Definitions of the City of Charlevoix Code are hereby amended to add the following definition of Active Use and shall be placed under the list of definitions in alphabetical order.

ACTIVE USE: A period of time where a recreational vehicle is uncovered and operational for intermittent use instead of covered or disabled, as in shrink-wrapped or fuel stabilized.

SECTION 2: Title XV, Chapter 153, Section 153.005 The definition of Recreational Vehicle of the City of Charlevoix Code is hereby repealed, replaced and shall be placed under the list of definitions in alphabetical order and shall read:

RECREATIONAL VEHICLE OR EQUIPMENT: Vehicle or equipment used for travel and leisure activities including:

- a. Travel trailer: A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses; and which is permanently identified as a "travel trailer" by the manufacturer.
- b. Pickup camper: A structure designed primarily to be mounted on a pickup or truck chassis with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational, and vacation uses.
- c. Motorized home: A portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
- d. Folding tent trailer: A canvas or plastic folding structure, mounted on wheels, designed for travel and vacation use.
- e. Utility trailer: A vehicle designed for the purpose of hauling miscellaneous goods and materials.
- f. Boats and boat trailers: Includes boats, floats, rafts, canoes and kayaks; plus the normal equipment to transport them on the highway.
- g. Other recreational equipment: Includes snowmobiles, personal watercraft, all terrain or special terrain vehicles, mopeds, motorcycles, utility trailers, motorized and non-motorized, plus the normal equipment used to transport them on the highway.

SECTION 3. Title XV, Chapter 153, Section 153.153 Outdoor Storage item C. Recreational equipment and vehicle storage shall be repealed, replaced and shall be placed after item 153.153 (B).

(C) Recreational equipment and vehicle storage. The standards of this section apply to all zone districts with the exception of the industrial district.

- (1) All recreational equipment and vehicles that are stored outside of a structure shall be maintained in good condition, shall be operable and shall have a current license and/or registration.
- (2) Recreational equipment and vehicles parked or stored outside shall not be connected to electricity, water, gas or sanitary facilities for living or lodging purposes other than allowed for in § 153.153(C)(8). Electricity may be used during times of Active Use including cleaning, refrigeration of supplies and preparing for trips.
- (3) The parking and/or storage of recreational equipment and vehicles in excess of 25 feet in length is prohibited.
- (4) Outdoor parking or storage of not more than two recreational equipment or vehicles shall be permitted on any parcel of property. An unlimited number of small vehicles including floats, rafts, canoes, and kayaks may be stored in an organized, safe manner on a single property.
- (5) Storage of recreational equipment and vehicles shall be parked completely in an enclosed structure or within the side or rear yards, except that they may not be closer than five feet from any lot line, unless otherwise provided by this section. Property owners who can demonstrate that a property does not reasonably allow storage in the side or rear yards may store the recreational vehicle(s) in other areas with application to the Zoning Administrator. The Zoning Administrator will use criteria from Section 153.038 (F) (2) (a-e) for approval.
- (6) Such recreational equipment and vehicles shall be placed or parked on a lot with a principal building, structure or use unless it is a lot which is attached to an occupied lot under the same ownership.
- (7) Active Use parking of recreational equipment and vehicles may be parked on one front yard driveway, provided that public streets, sidewalks and Right of Way are not blocked to vehicular or pedestrian traffic. Driveway means vehicle access provided between a street or road and a parking area including if the driveway is in the setback but shall not include any additional parking aisle.

(8) Recreational equipment and vehicles may be used for living or lodging purposes on a parcel with a principal building for no more than 14 days within any 60-day period with a permit issued by the Zoning Administrator.

(9) The open (non-active) parking or storage of any recreational vehicle not owned by a resident or owner of the property on which it is located shall not be permitted.

SECTION 4: Title XV, Chapter 153, Section 153.153 Outdoor Storage of the City of Charlevoix Code are hereby amended to add the following item D. Outdoor Storage Areas and shall be placed after item C. Recreational Equipment and Vehicle Storage.

(D) Outdoor storage areas. Where permitted, outdoor storage areas shall be screened to the public by buildings, structures or a continuous buffer. The buffer area shall include:

(1) A six-foot tall screen wall or fence or any combination of the following to provide an effective screen, as approved by the Zoning Administrator:

- (a) Berms;
- (b) Canopy, evergreen and ornamental trees; and/or
- (c) Shrubs

SECTION 5. Severability

No other portion, paragraph or phase of the Code of the City of Charlevoix, Michigan shall be affected by this Ordinance except as to the above sections, and in the event any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or of the Code of the City of Charlevoix, Michigan.

SECTION 5. Effective Date

This Ordinance shall become effective thirty (30) days after its enactment pursuant to the City Charter.

Ordinance No. 850 was adopted on the 1st day of July 2024 A.D., by the Charlevoix City Council as follows:

Motion by XXX seconded by XXX to approve Ordinance Amendment 850 of 2024 as presented.

Yeas:

Nays:

Absent:

State of Michigan } §

City of Charlevoix

Sarah J. Dvoracek

Clerk

Lyle Gennett

Mayor

DRAFT Ordinance Outdoor Storage

6/25/2024

§ 153.005 DEFINITIONS.

ACTIVE USE: A period of time where a recreational vehicle is uncovered and operational for intermittent use instead of covered or disabled, as in shrink-wrapped or fuel stabilized.

~~RECREATIONAL VEHICLE: A travel, camping or tent trailer, motor home or pickup camper intended for mounting on a truck or similar vehicle designed primarily as temporary living quarters for recreational, camping or travel use, not including a manufactured home; or a boat, snowmobile, all-terrain vehicle or similar vehicle designed for recreational use, including any trailer and equipment used to transport the vehicle.~~

RECREATIONAL VEHICLE OR EQUIPMENT: Vehicle or equipment used for travel and leisure activities including:

- a. Travel trailer: A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses; and which is permanently identified as a "travel trailer" by the manufacturer.
- b. Pickup camper: A structure designed primarily to be mounted on a pickup or truck chassis with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational, and vacation uses.
- c. Motorized home: A portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
- d. Folding tent trailer: A canvas or plastic folding structure, mounted on wheels, designed for travel and vacation use.
- e. Utility trailer: A vehicle designed for the purpose of hauling miscellaneous goods and materials.
- f. Boats and boat trailers: Includes boats, floats, rafts, canoes and kayaks; plus, the normal equipment to transport them on the highway.
- g. Other recreational equipment: Includes snowmobiles, personal watercraft, all terrain or special terrain vehicles, mopeds, motorcycles, utility trailers, motorized and non-motorized, plus the normal equipment used to transport them on the highway.

§ 153.153 OUTDOOR STORAGE.

(A) Inoperable or unlicensed motor vehicles shall not be kept, parked or stored in any residential district, except within a completely enclosed building. The purpose of this provision is to prevent the accumulation of junk motor vehicles and, therefore, it shall not apply to any motor vehicle ordinarily used, but temporarily out of running condition. If the motor vehicle is being kept for actual use, but is temporarily unlicensed, the Zoning Administrator may grant the owner a reasonable time, not to exceed two months, to procure a license.

(B) Likewise, old, rusty and unsightly machinery, machines not suited for use upon the premises or quantities of used building materials not fit to be used to improve the premises shall not be kept or stored outside a building; provided, however, that, building materials fit to be used to improve the premises may be kept on-site for one year if they are piled off the ground so as not to become a harbor for vermin.

(C) *Recreational equipment and vehicle storage.* The standards of this section apply to all ~~residential zone districts with the exception of the Industrial district~~

(1) All recreational equipment and vehicles that are stored outside of a structure shall be maintained in good condition, shall be operable and shall have a current license and/or registration.

(2) Recreational equipment and vehicles parked or stored outside shall not be connected to electricity, water, gas or sanitary facilities for living or lodging purposes other than allowed for in § 153.153(C)(8). ~~Electricity may be used during times of Active Use including cleaning, refrigeration of supplies and preparing for trips.~~

(3) The parking and/or storage of ~~buses and converted buses~~ *recreational equipment and vehicles* in excess of 25 feet in length ~~and boats in excess of 25 feet in length,~~ is prohibited.

(4) Outdoor ~~parking or~~ storage of not more than two recreational equipment or vehicles shall be permitted on any parcel of property. ~~An unlimited number of small vehicles including floats, rafts, canoes and kayaks may be stored in an organized, safe manner on a single property.~~

(5) ~~Off-season~~ Storage of recreational equipment and vehicles shall be parked completely in an enclosed structure or within the side or rear yards, except that they may not be ~~parked in the required setbacks and such recreational equipment and vehicles shall not be~~ closer than five feet from any lot line, unless otherwise provided by this section. ~~Property owners who can demonstrate that a property does not reasonably allow storage in the side or rear yards may store the recreational vehicle(s) in other areas with application to the Zoning Administrator. The Zoning Administrator will use criteria from Section 153.038 (F) (2) (a-e) for approval.~~

(6) Such recreational equipment and vehicles shall be placed or parked on a lot with a principal building, structure or use unless it is a lot which is attached to an occupied lot under the same ownership.

(7) ~~Seasonal-Active Use~~ parking of recreational equipment and vehicles may be ~~within any front yard parked on one front yard driveway,~~ provided that public streets, sidewalks and Right of Way are not blocked to vehicular or pedestrian traffic. ~~Driveway means vehicle access provided between a street or road and a parking area including if the driveway is in the setback but shall not include any additional parking aisle.~~

(8) Recreational equipment and vehicles may be used for living or lodging purposes on a parcel with a principal building for no more than 14 days within any 60-day period ~~with a permit issued by the Zoning Administrator.~~

(9) The open (non-active) parking or storage of any recreational vehicle not owned by a resident or owner of the property on which it is located shall not be permitted.

(D) *Outdoor storage areas.* Where permitted, outdoor storage areas shall be screened to the public by buildings, structures or a continuous buffer.

(1) A six-foot tall screen wall or fence or any combination of the following to provide an effective screen, as approved by the Zoning Administrator:

- (a) Berms;
- (b) Canopy, evergreen and ornamental trees; and/or
- (c) Shrubs.

Charlevoix City Council

All Other Actions and Requests

Title: Mt. McSaubu Playground update and equipment purchase

Date: July 1, 2024

Presented By: Kent Knorr, Recreation Director

Background:

With the approval of the City Council, the Rotary Club of Charlevoix has been fundraising for a new playground at Mt. McSaubu for the last ten months. The goal of their efforts has been to raise \$230,000 toward the purchase of new equipment to be placed at McSaubu. The efforts of the Rotary Club continue to be successful. They recently received a matching gift of \$50,000 from the Chicago Club. This gift has been instrumental for individual donors to maximize their donations. Additionally, just this week they were awarded a \$15,000 grant from the Oleson Foundation. To date, they have received \$198,000. They are confident that they will raise the full amount soon and have reserves available to cover the existing shortfall if necessary.

The Recreation Department Director and the Rotary Playground Executive Committee met with the Penchura/Landscape Structure Representative last week to review the desired equipment and finalize all pricing. Attached are those estimates for the purchase. It should be noted that the majority of this equipment will be designed to primarily service children 5-12. However, there will be a number of features designed for children 2-5 and some features that will be appropriate for ages over 12 as well.

Because the equipment will be heavily used by our day camp campers, we felt these were the best age ranges to focus on. The equipment that we have selected will be unique and unlike any other playground equipment in Charlevoix or our region. Conceptually, this equipment will be a continuation of the natural landscape of Mt. McSaubu. The playground equipment and surface material will meet all accessibility requirements.

We have explored various options for the Rotary Club to purchase this equipment and then donate it to the City. We have determined that the best value and best approach in the procurement process will be for the City to purchase this equipment and for the Rotary Club to immediately reimburse the City for the purchase. The total cost of the playground equipment is \$207,506. There will be an additional cost of \$23,275 for the engineered wood fiber to be professionally installed at the playground. The total estimated cost will be \$230,781. At this time, Penchura is requesting a \$100,000 deposit to secure the 2024 price. It should be noted that additionally, if the City makes the purchase, we are eligible for Sourcewell Contract Discount of 8% and that the Sourcewell purchasing process ensures proper procurement requirements. The estimates noted include this discount.

It is estimated that the equipment will be delivered in November and that we will do a community build in May 2025. It is very important that the community participate in the building. Rotary will be working to get a wide level of participation to install this equipment. I think it will take a wide level of community participation similar to the installation of the playground at Michigan Beach in 2017.

As a reminder, the City will be the owners of this equipment and will be responsible for all future maintenance and legacy costs.

Recommendation:

Motion to approve the down payment of \$100,000 to Landscape Structures for the purchase of a new playground at Mt. McSauba and authorization for the City Manager to sign purchasing agreements as required.

Attachments:

1. 24-948 McSauba LSI-1
2. 24-949 mcsauba ewf
3. PEN1177223-01-06-HD(1)(2)
4. PEN1177223-01-04-HD(2)
5. PEN1177223-01-01-HD(2)
6. PEN1177223-01-03-HD(2)
7. PEN1177223-01-02-HD(1)(2)
8. PEN1177223-01-05-HD(2)



Please make check payable to:
Landscape Structures, Inc
SDS 12-0395, PO Box 86
Minneapolis, MN 55486-0395 USA

Proposal

Date	Proposal #
6/6/2024	24-948

Bill To:
City of Charlevoix 210 State St Charlevoix, MI 49720 United States

Ship To
City of Charlevoix Public Works 401 W. Carpenter Charlevoix, MI 49720

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Liz Anderson	231-547-3270	(231) 547-3617	50/50		DS

Item	Description	Qty	Weight	Price	Total
Landscape S...	Landscape Structures playground design PEN1177223-01 includes: (1) 307423A Folio™ Balance Climber, Direct Bury (2) 307436A Footprint™ Balance Beam, Direct Bury (2) 307433A Footprint™ Stepper 16", Direct Bury (4) 307432A Footprint™ Stepper 8", Direct Bury (1) 307425A Forge™ Climber, Direct Bury Only (1) 307421A Fortress™ Multi-Climber, Direct Bury (2) 307435A Footprint™ Wobble Bouncer, Direct Bury (1) 307426A Forma™ Sol™ Spinner, Direct Bury Only (1) 307431A Fox Den™ Hangouts, Direct Bury Only (1) 307427A Forma™ Alpine® Slide, Direct Bury (1) 168365A AdventureScapes Design 2 DB Only 1 (1) 160419A The Stepper Rock Climber DB Only (1) 182503C Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	1		217,398.00	217,398.00
Sourcewell D...	Sourcewell Discount per contract 010521-LSI City of Charlevoix Member #105135			-8.00%	-17,391.84
Freight	Freight	1		7,500.00	7,500.00
Ship/Receive...	Upon arrival of your shipment, inspect packages and note any damage prior to signing, then call our office if necessary. If damages are not noted upon delivery, the manufacturer may not cover replacement fees. Thank you.			0.00	0.00

Proposal Good For 30 Days
 Shipping Time: TBD
 Ship Via: Common Carrier
 Please call 24 hours prior to delivery: _____

Customer signature below constitutes a purchase order.

Subtotal
Sales Tax (0.0%)
Total

Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529





Mt. McSauba Playground

PEN1177223-01 • 8.4.2023





Mt. McSaubu Playground

PEN1177223-01 • 8.4.2023





Mt. McSaubia Playground

PEN1177223-01 • 8.4.2023





Mt. McSauba Playground

PEN1177223-01 • 8.4.2023





Mt. McSaubia Playground

PEN1177223-01 • 8.4.2023



Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: July 1, 2024

Presented By:

Background:

A. Coast Guard Change of Command

I was pleased to attend the Change of Command Ceremony at the USCG Station Charlevoix. We bade farewell to Senior Chief Bradley Bishop and welcomed Chief Boatswain's Mate Nicholas Long to Charlevoix. Chief Long comes to us from a Coast Guard station in Portland, Oregon. I look forward to the long relationship we have established with the Coast Guard in Charlevoix continuing productively in the future.

B. EV Chargers

We have successfully and fully deployed the new EV Charging stations in the Mason Street parking lot. We began charging for the charging service last week and have fully deployed signage around the stations. I've asked the DDA Director to review signage more generally to point people in this direction and have worked with her and our partners at the Chamber of Commerce and Visit Charlevoix to spread the word to the visiting public who will likely be the biggest user of this resource. We will ticket non-EV cars parked in these spaces, which was our past practice. Finally, the old charger by Charlevoix Fitness has been removed.

C. Depot Roof

Work on the Train Depot Roof has been completed. The Charlevoix Historical Society is coordinating with SHPO for a final inspection before funds will be released to us as a reimbursement for the cost of the project. During the course of work, they found some of the roofing deck was the original wood from the 1800s!

Recommendation:

Attachments:

1. Charlevoix Housing Commission Meeting Minutes 05/21/2024

CHARLEVOIX HOUSING COMMISSION

210 WEST GARFIELD ST.

CHARLEVOIX, MICHIGAN 49720

(231) 547-5451



PROJECT
PINE RIVER PLACE

REGULAR MEETING

CHARLEVOIX HOUSING COMMISSION

Tuesday, May 21, 2024

2:00 P.M.

PINE RIVER PLACE COMMUNITY ROOM

Commissioners Present: R.J. Waddell, Joan Buday, Annie Oosthuizen, Nedina Stark

Commissioners Absent: Mitts Lee

Others Present: Annessa Haist-Director MPH/C/CHC, Cindy Morris CHC-Occupancy Specialist and a Resident of Pine River Place.

Chairperson Joan Buday called the Meeting to Order at 2:08 p.m.

ADDITIONS TO THE AGENDA: None

A few questions were answered regarding payables for April/May 2024.

Motion by Commissioner Waddell, seconded by Commissioner Oosthuizen to approve and accept the Vacancy Report, the Regular Meeting Minutes and payables with financials as presented for April 2024.

Ayes: Waddell, Buday, Oosthuizen, Stark

Nays: None

Absent: Lee

OLD BUSINESS - Conversation with city of Charlevoix manager, Mark Heydlauff and the Director of MPH/C/CHC Annessa Haist was shared with the Board of Commissioners. Collaboration with the city and the timeline were also discussed. Development and RAD were discussed at length. Moving forward with affordable housing is shared by all.

NEW BUSINESS –

Executive Director's Report – Annessa Haist-Director MPH/CHC shared with the Board of Commissioners the Property Closing was completed. A CD Account was opened at a local bank in Traverse City. They were in acceptance of our business.

Reported also to the Board of Commissioners our Accountant is working on FYE 2023 and reports will be available at the next meeting.

Annessa Haist-Director MPH/CHC let the Commissioners be aware of the Mandatory and Voluntary meetings that occurred with the residents of Pine River Place. Turn out was great and conversations were had on various subjects that she felt were addressed fairly. Changes to the Smoke Policy will need to be made in the near future.

Executive Director-Annessa Haist MPH/CHC reported on the results of the Unit Inspections done in mid-May 2024. Very pleased with the outcome and how all of the residents are stepping up on their housekeeping of the units/apartments.

MHDA-Fall Commissioners Training was noted to all of the Commissioners in attendance. Future updates will be sent to all of the Commissioners within the next few months.

Public Comment on subjects unrelated to Agenda Items: None

Adjournment: Commissioner Buday Adjourn the meeting at 3:17 p.m.

Respectfully submitted and approved by:



Executive Director, Annessa Haist – MPH/CHC

The next Board meeting is June 18, 2024 at 2:00 p.m. at the Pine River Place Community Room at 210 W. Garfield St., Charlevoix, MI. 49720

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: July 1, 2024

Presented By:

Background:

Recommendation:

Attachments:

None