



Agenda
City of Charlevoix City Council Regular Meeting
Monday, March 2, 2026 - 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 - February 16, 2026
 - B. Accounts Payable and Payroll Check Registers
 - C. City Hall Electric Repairs and Upgrade
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Professional Engineering Service Contract for the Airport Layout Plan (ALP)
 - B. 2026 Schedule of Rates and Fees
Mark Heydlauff, City Manager
 - C. Mayoral Appointment
Lyle Gennett
Mayor
- 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 - February 16, 2026

Date: March 2, 2026

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. 2026.02.16 CC DRAFT

City of Charlevoix
City Council Regular Meeting Minutes
Monday, February 16, 2026 - 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: Aaron Hagen, Dennis Halverson, Janet Kalbfell, Mark Knapp, Phil Parr

Members Absent: Richard Spring

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek

3. Presentations

4. Inquiry Regarding Conflicts of Interest

Council Member Parr stated he participates in the Trout Tournament. Council concurred that there was not a conflict of interest.

5. Consent Agenda

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

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

Yeas: Kalbfell, Knapp, Halverson, Hagen, Parr

Nays: None

Absent: Spring

Motion carried.

A. City Council Meeting Minutes — February 2 and 5, 2026

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
02/04/2026	Special Accounts Payable Run	\$2,498.47
02/13/2026	Payroll (regular payroll net pay)	\$124,104.23
02/13/2026	Payroll Remittance Checks	\$9,596.41
02/17/2026	Regular Accounts Payable	\$230,864.29
02/02/2026-02/13/2026	ACH/WIRE Payments	\$166,676.09
01/29/2026	Special A/P Tax Disbursement	\$397,584.56
Grand Total		\$931,324.05

The detailed accounts payable and payroll check registers can be viewed on the City's [website](#).

- C. Special Event Request: Memorial Day Parade
Motion to approve the Memorial Day Parade Request as presented.
- D. Planning Commission Annual Report
Motion to accept the Planning Commission Annual Report as presented.

6. Public Hearings and Actions Requiring Public Hearings

- A. Ordinance 868: Adoption of Amended 2025-26 Budget
Mark Heydlauff, City Manager
City Manager Heydlauff presented information on Ordinance 868: Adoption of Amended 2025-26 Budget.

Mayor Gennett opened the item for public comment. None were heard.
Motion by Knapp, seconded by Kalbfell to approve Ordinance Amendment 868 of 2026 as presented.

**CITY OF CHARLEVOIX
ORDINANCE NO. 868 of 2026
2025-26 BUDGET AMENDMENT #1**

THE CITY OF CHARLEVOIX ORDAINS:

Section 1: The budget for the fiscal year beginning April 1, 2025 shall be amended for operating the City of Charlevoix. Ordinance 868 of 2026 Budget Appropriation Act of 2025-26 is hereby amended as follows:

		Original Budget	Amended Budget	Net Change
General Fund	RV Total	4,596,213	4,745,805	149,592
- Legislative	EX Total	64,045	62,268	(1,777)
- General Government	EX Total	874,460	892,813	18,353
- Public Safety	EX Total	1,531,518	1,467,363	(64,155)
- Public Works	EX Total	459,000	429,105	(29,895)
- Recreation & Culture	EX Total	1,680,435	1,696,120	15,685
- Other	EX Total	24,200	54,315	30,115
- Fund Transfers	EX Total	48,882	36,000	(12,882)
Major Street Fund	RV Total	481,223	437,532	(43,691)

Major Street Fund	EX Total	472,128	436,748	(35,380)
Local Street Fund	RV Total	225,943	188,535	(37,408)
Local Street Fund	EX Total	180,278	208,222	27,944
Parking Services Fund	RV Total	163,700	181,000	17,300
Parking Services Fund	EX Total	156,539	140,986	(15,553)
Housing Initiatives Fund	RV Total	360,200	6,200	(354,000)
Housing Initiatives Fund	EX Total	300,000	0	(300,000)
Boat Launch Fund	RV Total	45,200	48,100	2,900
Boat Launch Fund	EX Total	45,128	38,115	(7,013)
DDA Fund	RV Total	723,305	720,943	(2,362)
DDA Fund	EX Total	644,990	692,081	47,091
Airport Fund	RV Total	2,152,123	2,092,907	(59,216)
Airport Fund	EX Total	2,646,726	2,820,912	174,186
Debt Service Infrastructure	RV Total	323,000	323,400	400
Debt Service New Facility	RV Total	489,500	486,300	(3,200)
Fire Replacement Fund	RV Total	60,600	191,600	131,000
Fire Replacement Fund	EX Total	500,000	583,380	83,380
Sewer Capital Fund-Tap Ins	RV Total	16,200	60,200	44,000
Sewer Capital Fund-North&South Side	RV Total	3,700	1,700	(2,000)
Infrastructure Improvements Fund	RV Total	380,168	392,436	12,268
Street Improvements	RV Total	313,264	327,078	13,814
Business Park Fund	EX Total	5,000	3,500	(1,500)
Mt. McSauba Recreation Improvement Fund	RV Total	8,200	9,518	1,318
Trail Development-Improvement Fund	RV Total	659,371	1,600	(657,771)
Trail Development-Improvement Fund	EX Total	958,328	10,000	(948,328)
Building Capital Improvement Fund	RV Total	0	570,994	570,994
Building Capital Improvement Fund	EX Total	0	672,654	672,654
Electric Fund	RV Total	9,698,528	9,271,659	(426,869)
Electric Fund	EX Total	10,628,012	10,342,388	(285,624)

Sewer Fund	RV Total	2,936,800	3,031,143	94,343
Sewer Fund	EX Total	3,793,014	3,220,237	(572,777)
Water Fund	RV Total	2,201,500	2,254,983	53,483
Water Fund	EX Total	3,736,231	1,964,695	(1,771,536)
Marina Fund	RV Total	1,058,616	1,029,368	(29,248)
Marina Fund	EX Total	1,540,389	1,527,622	(12,767)
Employee Fringe Benefit Fund	RV Total	3,187,825	3,358,756	170,931
Employee Fringe Benefit Fund	EX Total	3,194,900	3,320,533	125,633
Motor Pool Fund	RV Total	1,361,495	1,421,587	60,092
Motor Pool Fund	EX Total	1,797,200	1,889,788	92,588
Perpetual Care Trust Fund	RV Total	6,000	18,512	12,512

Bad Debt Write-Offs

General Fund/EMS	2,496
Electric Fund	22,383
Water Fund	3,597
Sewer Fund	4,894
DDA Fund	4,568
Misc	<u>270</u>
2025-26 TOTAL:	38,208
2024-25	\$52,113
2023-24	\$43,279
2022-23	\$90,459
2021-22	\$146,992

Section 2. Severability.

1. 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 3. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 868 was adopted on the 16th day of February 2026 A.D., by the Charlevoix City Council as follows:

Motion by: Knapp

Seconded by: Kalbfell

Yeas: Kalbfell, Knapp, Halverson, Hagen, Parr

Nays: None

Absent: Spring

Motion carried.

B. Ordinance 869: Adoption of the 2026-27 Budget

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on Ordinance 869: Adoption of the 2026-27 Budget.

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

Motion by Parr, seconded by Hagen to approve Ordinance Amendment 869 of 2026 as presented.

CITY OF CHARLEVOIX

ORDINANCE NO. 869 of 2026

BUDGET APPROPRIATION ACT

THE CITY OF CHARLEVOIX ORDAINS:

Section 1:

WHEREAS, the City Council of the City of Charlevoix did give notice of the time and place when a public hearing would be held in conformity with provisions of Section 7.8, Article VII of the City Charter, which Public Hearing was duly held pursuant to said notice and in conformity therewith.

THEREFORE, BE IT RESOLVED, that the revenues and expenditures for the fiscal year commencing on April 1, 2026 and ending March 31, 2027 are hereby appropriated on a fund level basis (a detailed breakdown by activity level can be found in the Budget Details document) as summarized by the following:

GENERAL FUND

TOTAL REVENUES: \$4,712,948

TOTAL EXPENSE: \$4,712,948

BE IT FURTHER RESOLVED, that the City Council of the City of Charlevoix does hereby levy 10.2075 mills (9.0075 mills operating and 1.2000 mills infrastructure) for the period of April 1, 2026 through March 31, 2027 on all real and eligible personal property in the City of Charlevoix according to the valuation of the same. This tax is levied for the purpose of defraying the

general expense and liability of the City of Charlevoix and for infrastructure improvements, and is levied pursuant to Section 8.1, Article VIII of the City Charter; and

BE IT FURTHER RESOLVED, that the City Council does hereby levy a tax not to exceed 1.2685 mills for the period April 1, 2026 through March 31, 2027 on all real and eligible personal property in the Downtown Development District, according to the valuation of the same within the district; and

BE IT FURTHER RESOLVED, that the City Council does hereby levy a tax not to exceed 1 mill for the period April 1, 2026 through March 31, 2027 on all real and eligible personal property in the City of Charlevoix, according to the valuation of the same. This tax is levied for the purpose of defraying the cost of rubbish collection and other related services provided citizens allowed by the act, and is levied pursuant to Michigan Public Act 213 of 1969; and

BE IT FURTHER RESOLVED, that the City Council does hereby approve the following budgets for the period April 1, 2026 through March 31, 2027 in the amounts set forth below by fund:

FUND	REVENUE	EXPENSE
Major Street Fund	\$ 461,997	\$ 461,997
Local Street Fund	214,456	208,130
Parking Services	181,600	148,476
Boat Launch	48,100	43,900
Housing Initiatives	183,200	150,000
Electric Fund	10,766,041	10,766,041
Sewer Fund	3,411,097	3,411,097
Water Fund	3,596,972	3,596,972
Marina Fund	1,555,084	1,555,084
Airport Fund	2,772,162	2,772,162
Downtown Development Authority	721,984	684,707
Employee Fringe Benefit	3,428,881	3,419,147
Motor Vehicle Fund	1,848,049	1,848,049
Perpetual Care Trust Fund	17,900	0
General Debt Service Fund - Infrastructure	323,150	323,100
General Debt Service Fund – New Services Facility	486,300	485,000
Building Capital Improvement	142,000	142,000
Fire Fund	32,000	0

Sewer Tap-in Fund*	60,500	0
Northside/Southside Sewer Fund*	1,700	0
Infrastructure Improvement	921,700	812,800
Road Improvements	329,900	200,000
Industrial Park Fund	7,700	3,500
Mt. McSaubia Recreation Fund	9,788	0
Trail Development—Improvement Fund	1,010,789	1,010,789
*These funds are part of the Sewer Fund		

Section 2. 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 3. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment.

Ordinance No. 869 was adopted on the 16th day of February 2026 A.D., by the Charlevoix City Council as follows:

Motion by: Parr

Seconded by: Hagen

Yeas: Kalbfell, Knapp, Halverson, Hagen, Parr

Nays: None

Absent: Spring

Motion carried.

7. All Other Actions and Requests

A. Council Appointment-Recreational Authority Board

Sarah Dvoracek, City Clerk

Clerk Dvoracek presented information on the Council Appointment—Recreational Authority Board.

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

Motion by Parr, seconded by Kalbfell to appoint Mark L. Heydlauff to the Recreational Authority Board for a term to expire March 31, 2029.

Yeas: Kalbfell, Halverson, Hagen, Parr

Nays: Knapp

Absent: Spring

Motion carried.

B. Special Event Request: Trout Tournament

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on the Special Event Request: Trout Tournament.

Chris Mikulski, Vice President of the Charlevoix Trout Tournament, introduced himself to Council and explained the organization's history in the community.

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

Motion by Hagen, seconded by Knapp to approve the Trout Tournament Special Event and waive launch fees and overnight parking fees as requested.

Yeas: Kalbfell, Knapp, Halverson, Hagen, Parr

Nays: None

Absent: Spring

Motion carried.

C. Fresh Air Aviation Parking Agreement

Mark Heydlauff, City Manager

City Manager Heydlauff presented information on the Fresh Air Aviation Parking Agreement. Mr. Heydlauff answered questions from Council.

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

Motion by Kalbfell, seconded by Knapp to approve the parking MOU with Fresh Air Aviation as presented.

Yeas: Kalbfell, Knapp, Halverson, Hagen, Parr

Nays: None

Absent: Spring

Motion carried.

8. Reports and Communications

A. Public Comment

- Dave Coen, Antrim Street, provided some insight on the EPA project and some issues with neighboring houses

B. City Manager's Comments

- Thanked the Friends of Ferry Beach for their generous donation to the park
- Regarding the EMS agreement, there is a possibility of more municipalities joining, more information in the future
- Bill Gnodtke passed away, he sat on the Lake Charlevoix EMS Board, gave condolences to his family
- The sidewalk plow is now fixed
- Staff is researching Council's request to update the fees for the golf course and airport, more information will follow next meeting

C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:27 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

DRAFT

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: March 2, 2026

Presented By:

Background:

Recommendation:

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

Attachments:

1. Check Registers 03-02-26 Agenda

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 02/19/2026 - 02/19/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
02/19/2026	146811	AT&T	1,592.16
02/19/2026	146812	AT&T MOBILITY	860.81
02/19/2026	146813	CHARLEVOIX STATE BANK	6,702.46
02/19/2026	146814	CHARTER COMMUNICATIONS	936.97
02/19/2026	146815	DELTA DENTAL	3,614.64
02/19/2026	146816	GREAT LAKES ENERGY COOPERATIV	443.80
02/19/2026	146817	PRO IMAGE DESIGN - PETOSKEY	2,455.05
02/19/2026	146818	VSP INSURANCE CO. (CT)	553.27
02/19/2026	146819	WEX BANK	8,759.24
1 TOTALS:			
Total of 9 Checks:			25,918.40
Less 0 Void Checks:			0.00
Total of 9 Disbursements:			25,918.40

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

02/19/26 Special Accounts Payable Run	\$	25,918.40
02/27/26 Payroll (regular payroll net pay)	\$	119,314.93
02/27/26 Payroll Remittance Checks	\$	7,067.81
03/03/26 Regular Accounts Payable	\$	205,740.02
Checks Sub-Total:	\$	358,041.16

HUNTINGTON NATIONAL BANK - EFT/WIRE PAYMENTS

02/10/26 iSolved Inc.	\$	75.00
02/10/26 State of MI (Sales Tax)	\$	32,666.76
02/17/26 MI Public Power Agency	\$	13,532.72
02/20/26 Enterprise FM Trust (fleet lease)	\$	811.62
02/24/26 DTE Energy	\$	19,184.12
02/25/26 MI Public Power Agency	\$	230,272.88
02/27/26 IRS (Payroll Tax Deposit)	\$	45,215.45
02/27/26 Empower Trust Co LLC (HCSP)	\$	558.00
02/27/26 Vantagepoint (401 Plan)	\$	1,276.39
02/27/26 Vantagepoint (457 Plan)	\$	27,952.84
02/27/26 Vantagepoint (Roth IRA)	\$	1,685.00
02/27/26 State of MI (Withholding Tax)	\$	6,532.83
02/27/26 MERS (Defined Benefit Plan)	\$	78,844.03

ACH Sub-Total: \$ 458,607.64

Huntington National Bank Total: \$ 816,648.80

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

02/17/26 Special A/P Tax Disbursement \$ 1,087,907.92

Charlevoix State Bank Total: \$ 1,087,907.92

Grand Total: \$ 1,904,556.72

APPROVED:


 CITY MANAGER


 CITY TREASURER


 CITY CLERK

CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000043

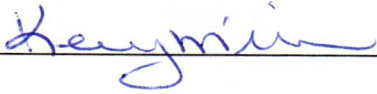
Name	Check Date	Gross	Net
HEYDLAUFF, MARK L.	02/27/2026	6,009.38	4,068.71
DVORACEK, SARAH J.	02/27/2026	3,283.44	2,333.74
KLOOSTER, ALIDA K.	02/27/2026	3,046.40	2,027.80
BARNEVELD, RICHELLE L.	02/27/2026	2,119.00	1,497.60
SCHULZ, GINNY L.	02/27/2026	2,267.21	1,521.38
JENKINS, JESSICA-RAE A.	02/27/2026	2,280.00	1,813.80
MILLER, FAITH G.	02/27/2026	39.18	27.01
MCGINN, KELLY A.	02/27/2026	3,757.18	2,428.77
SCHEEL, JONATHAN D.	02/27/2026	3,182.40	2,242.73
MCDONNELL, JILL L.	02/27/2026	3,711.10	2,162.63
UMULIS, MATTHEW T.	02/27/2026	3,616.14	2,180.00
ORBAN, BARBARA K.	02/27/2026	3,287.90	1,763.11
RILEY, DENISE M.	02/27/2026	750.46	614.96
MUNK, CHRISTOPHER J.	02/27/2026	836.61	447.58
CHRISTIENSEN, BRIAN D.	02/27/2026	3,099.44	2,160.13
MARTIN, DONALD L.	02/27/2026	2,911.09	1,955.66
YOUNG, KRISTEN L.	02/27/2026	2,163.19	1,553.31
WURST, RANDALL W.	02/27/2026	3,398.86	1,766.19
HILLING, NICHOLAS A.	02/27/2026	3,169.60	1,976.90
MEIER III, CHARLES A.	02/27/2026	2,823.20	1,695.46
ZACHARIAS, STEVEN B.	02/27/2026	3,481.18	2,132.61
NEWMAN, MARK J.	02/27/2026	3,046.71	2,009.21
LOUGHMILLER, JOHN A.	02/27/2026	2,929.21	2,108.17
COLLINS, TIMOTHY E.	02/27/2026	1,158.40	852.94
GRIFFITH, JOHN J.	02/27/2026	5,111.51	2,800.94
GOWARD, JEFFERY D.	02/27/2026	5,384.61	3,507.72
EATON, BRAD A.	02/27/2026	4,523.23	2,754.57
WILSON, TIMOTHY J.	02/27/2026	4,420.95	3,163.63
LAVOIE, RICHARD L.	02/27/2026	4,315.20	2,787.13
STERRETT, PHILLIP R.	02/27/2026	3,877.82	2,179.23
STEVENS, BRANDON C.	02/27/2026	4,561.84	2,689.13
WHITLEY, ANDREW T.	02/27/2026	5,184.29	3,180.09
FARRELL, MITCHELL L.	02/27/2026	3,370.40	2,171.57
BACHMANN, ELIZABETH A.	02/27/2026	2,282.41	1,607.96
KENWABIKISE, DAVID L.	02/27/2026	2,080.00	1,425.42
ELLIOTT, PATRICK M.	02/27/2026	5,384.62	3,683.89
MORRISON, KEVIN P.	02/27/2026	3,035.54	1,826.17
FURGESON, JUSTIN L.	02/27/2026	3,736.85	2,604.93
BRADLEY, KELLY R.	02/27/2026	3,158.32	1,833.39
HART II, DELBERT W.	02/27/2026	3,088.20	1,995.20
JONES, ROBERT F.	02/27/2026	2,873.27	1,834.74
THORP, WILLIAM D.	02/27/2026	2,643.56	1,637.95
LEITNER, RYAN S.	02/27/2026	2,860.17	1,831.57
NOWKA, STEPHEN P.	02/27/2026	3,117.98	2,286.57
RILEY, DANIEL A.	02/27/2026	3,058.50	2,142.76
REID, ROB A.	02/27/2026	2,429.60	1,676.46
KNORR, KENT J.	02/27/2026	3,418.58	2,434.93
BOSS JR, DALE E.	02/27/2026	1,922.74	1,600.85
ANZELL, BETH A.	02/27/2026	2,333.22	1,723.49
WASHBURNE, MICHAEL J.	02/27/2026	162.00	142.72
BOSS, SHERRY M.	02/27/2026	1,161.75	957.73
HAGEN, MADISON L.	02/27/2026	459.00	423.88
MAILLOUX, AIDEN M.	02/27/2026	258.50	227.73
CULBERTSON, CRISTIN E.	02/27/2026	1,004.50	856.07
JOHNSTONE, HUNTER S.	02/27/2026	714.00	629.03
BEMIS, ADDISON J.	02/27/2026	276.00	243.16
LOPEZ, VANESSA M.	02/27/2026	768.75	671.95
WILLSON, ALEXANDER J.	02/27/2026	511.50	450.62
WILLSON, WESTYN E.	02/27/2026	573.50	505.25
POTT, RACHEL G.	02/27/2026	252.00	222.02
HALBERG, EMI K.	02/27/2026	404.25	356.15
PEARSALL, KRISTA M.	02/27/2026	204.00	179.72
BOSS, BEAU J.	02/27/2026	2,472.10	1,900.90
ARNOLD, REMI C.	02/27/2026	577.50	518.41
LUECKE, ANDREW L.	02/27/2026	135.00	124.67
BEMIS, GARRETTSON G.	02/27/2026	810.75	704.76
WILLSON, BRENDA R.	02/27/2026	510.00	449.31
SCHOLEY, ROBERT W.	02/27/2026	3,269.23	2,159.80
MCCRANEY, RUSSELL R.	02/27/2026	2,803.20	2,074.01
POSTMUS, ANTHONY H.	02/27/2026	2,378.08	1,714.10
REECE, DANIEL A.	02/27/2026	1,994.65	1,431.95
KISSINGER, BRADY A.	02/27/2026	2,397.92	1,650.30

CHECK APPROVAL REPORT FOR CITY OF CHARLEVOIX

Payroll: 0000000043

Name	Check Date	Gross	Net
Totals: 72		178,638.87	119,314.93

Approved By:



Date:

2/23/2026

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 02/27/2026 - 02/27/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
02/27/2026	146820	4FRONT CREDIT UNION	1,711.92
02/27/2026	146821	AMERICAN FAMILY LIFE	701.28
02/27/2026	146822	BLUE CROSS BLUE SHIELD OF MIC	1,675.42
02/27/2026	146823	CHARLEVOIX STATE BANK	1,695.00
02/27/2026	146824	COMMUNICATION WORKERS OF AMER	702.90
02/27/2026	146825	MI STATE DISBURSEMENT UNIT	116.55
02/27/2026	146826	THE HARTFORD	464.74
1 TOTALS:			
Total of 7 Checks:			7,067.81
Less 0 Void Checks:			0.00
Total of 7 Disbursements:			7,067.81

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 03/03/2026 - 03/03/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
03/03/2026	146827	ACLARA TECHNOLOGIES LLC	1,200.00
03/03/2026	146828	AMAZON CAPITAL SERVICES	1,093.22
03/03/2026	146829	AUTOMATIC DOOR SERVICE INC	3,995.65
03/03/2026	146830	AVFUEL CORPORATION	35,120.04
03/03/2026	146831	AXON ENTERPRISE INC	100.00
03/03/2026	146832	BALLARD'S PLUMBING AND HEATIN	18,463.50
03/03/2026	146833	BARTLETT'S HOME INTERIORS INC	13,155.80
03/03/2026	146834	BEAVER RESEARCH COMPANY	291.36
03/03/2026	146835	BLARNEY CASTLE OIL CO	169.05
03/03/2026	146836	CDW GOVERNMENT	409.04
03/03/2026	146837	CHARLEVOIX SCREEN MASTERS INC	147.00
03/03/2026	146838	CINTAS CORPORATION	117.41
03/03/2026	146839	CONWAY PROFESSIONAL SERVICES	603.00
03/03/2026	146840	CUMMINS SALES AND SERVICE	1,067.21
03/03/2026	146841	CUMMINS SALES AND SERVICE	547.74
03/03/2026	146842	CUMMINS SALES AND SERVICE	2,196.86
03/03/2026	146843	CUMMINS SALES AND SERVICE	870.73
03/03/2026	146844	DELBERT W HART II	418.85
03/03/2026	146845	DITCH WITCH SALES OF MICHIGAN	1,284.29
03/03/2026	146846	ELLSWORTH FARMERS EXCHANGE	976.00
03/03/2026	146847	ETNA SUPPLY	1,130.25
03/03/2026	146848	FASTENAL COMPANY	302.64
03/03/2026	146849	GOVERNMENTJOBS.COM, INC.	4,950.00
03/03/2026	146850	GRAINGER	107.46
03/03/2026	146851	IDEXX DISTRIBUTION INC	2,418.13
03/03/2026	146852	JILL L MCDONNELL	57.18
03/03/2026	146853	JUSTIN L FURGESON	110.00
03/03/2026	146854	KALAMAZOO SANITARY SUPPLY LLC	655.38
03/03/2026	146855	KELLY R BRADLEY	110.00
03/03/2026	146856	KRAFT BUSINESS SYSTEMS INC	16.22
03/03/2026	146857	MACQUEEN EQUIPMENT LLC	9,360.58
03/03/2026	146858	MICHAEL MURPHY IV PHOTOGRAPHY	575.00
03/03/2026	146859	MICHIGAN MUNICIPAL LEAGUE	10,325.00
03/03/2026	146860	NICHOLAS A HILLING	409.72
03/03/2026	146861	NORTHERN PUMP SERVICE INC	1,294.23
03/03/2026	146862	NORTHERN SAFETY CO INC	87.20
03/03/2026	146863	NORTHWEST ELECTRONICS & REPAI	19.99
03/03/2026	146864	PATRICK M ELLIOTT	110.00
03/03/2026	146865	POWER LINE SUPPLY	23,306.25
03/03/2026	146866	POWER SYSTEM ENGINEERING INC	12,133.75
03/03/2026	146867	PRESTON FEATHER	234.00
03/03/2026	146868	PURE WATER WORKS	76.50
03/03/2026	146869	RESOLUTION G2 LLC	6,178.00
03/03/2026	146870	ROBERT W SCHOLEY	467.40
03/03/2026	146871	STATE OF MICHIGAN	199.00
03/03/2026	146872	STEVEN B ZACHARIAS	110.00
03/03/2026	146873	TRACE ANALYTICAL LABORATORIES	1,251.99
03/03/2026	146874	UNIFIRST CORPORATION	493.16
03/03/2026	146875	UP NORTH ASSESSING INC	5,500.00
03/03/2026	146876	UPPER CASE PRINTING INK	1,419.00
03/03/2026	146877	US BANK ST PAUL	38,000.00
03/03/2026	146878	USABUEBOOK	900.92
03/03/2026	146879	WINTER EQUIPMENT COMPANY	1,204.32
1 TOTALS:			
Total of 53 Checks:			205,740.02
Less 0 Void Checks:			0.00
Total of 53 Disbursements:			205,740.02

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 02/10/2026 - 02/10/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
02/10/2026	434(E)	ISOLVED INC.	75.00
02/10/2026	435(E)	STATE OF MICHIGAN	32,666.76
1 TOTALS:			
Total of 2 Checks:			32,741.76
Less 0 Void Checks:			0.00
Total of 2 Disbursements:			32,741.76

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 02/17/2026 - 02/17/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
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Bank 1 GENERAL CASH - HUNTINGTON BANK

02/17/2026	436(E)	MICHIGAN PUBLIC POWER AGENCY	13,532.72
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1 TOTALS:

Total of 1 Checks:	13,532.72
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Less 0 Void Checks:	0.00
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Total of 1 Disbursements:	13,532.72
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CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 02/20/2026 - 02/20/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
02/20/2026	437(E)	ENTERPRISE FM TRUST	811.62
1 TOTALS:			
Total of 1 Checks:			811.62
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			811.62

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 02/24/2026 - 02/24/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
02/24/2026	446(E)	DTE ENERGY	19,184.12
1 TOTALS:			
Total of 1 Checks:			19,184.12
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			19,184.12

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 02/25/2026 - 02/25/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
02/25/2026	438(E)	MICHIGAN PUBLIC POWER AGENCY	230,272.88
1 TOTALS:			
Total of 1 Checks:			230,272.88
Less 0 Void Checks:			0.00
Total of 1 Disbursements:			230,272.88

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 02/27/2026 - 02/27/2026

BANK CODE: 1 - GENERAL CASH - HUNTINGTON BANK - CHECK TYPE: EFT - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	Check	Vendor Name	Amount
Bank 1 GENERAL CASH - HUNTINGTON BANK			
02/27/2026	439(E)	**EFTPS* Payroll Taxes	45,215.45
02/27/2026	440(E)	EMPOWER TRUST COMPANY LLC	558.00
02/27/2026	441(E)	MissionSquare - 401 Plan 1091	1,276.39
02/27/2026	442(E)	MissionSquare - 457 Plan 3009	27,952.84
02/27/2026	443(E)	MissionSquare - Roth IRA 7061	1,685.00
02/27/2026	444(E)	STATE OF MICHIGAN	6,532.83
02/27/2026	445(E)	MERS	78,844.03
1 TOTALS:			
Total of 7 Checks:			162,064.54
Less 0 Void Checks:			0.00
Total of 7 Disbursements:			162,064.54

CHECK REGISTER FOR CITY OF CHARLEVOIX

CHECK DATE 02/17/2026 - 02/17/2026

BANK CODE: 2 - TAX CASH - CSB - CHECK TYPE: PAPER CHECK - CHECK SOURCE: COMPUTER GENERATED CHECKS

Check Date	check	Vendor Name	Amount
Bank 2 TAX CASH - CSB			
02/17/2026	4337	CHARLEVOIX COUNTY TREASURER	214,177.44
02/17/2026	4338	CHARLEVOIX COUNTY TREASURER	176.73
02/17/2026	4339	CHARLEVOIX DISTRICT LIBRARY	122,565.39
02/17/2026	4340	CHARLEVOIX PUBLIC SCHOOLS	22,985.31
02/17/2026	4341	CHARLEVOIX-EMMET ISD	423,629.98
02/17/2026	4342	CITY OF CHARLEVOIX - TAXES DU	126,074.04
02/17/2026	4343	LAKE CHARLEVOIX EMS AUTHORITY	144,884.80
02/17/2026	4344	RECREATIONAL AUTHORITY	33,409.75
02/17/2026	4345	RECREATIONAL AUTHORITY	4.48
2 TOTALS:			
Total of 9 Checks:			1,087,907.92
Less 0 Void Checks:			0.00
Total of 9 Disbursements:			1,087,907.92

Charlevoix City Council

Consent Agenda

Title: City Hall Electric Repairs and Upgrade

Date: March 2, 2026

Presented By:

Background:

Council previously approved a contract with CVX Electric for electrical repairs and maintenance at City Hall. After the award, the contractor completed a full inspection of the building's lighting and electrical systems. The evaluation found outdated fixtures, aging electrical panels, and obsolete control systems that are increasingly difficult and costly to maintain.

Many fixtures believed to be efficient rely on older CFL bulbs and unsupported components. To address these issues, staff recommends a phased modernization plan to improve safety, increase energy efficiency, reduce long-term maintenance costs, and extend the life of City Hall's infrastructure.

Key improvements include replacing CFL recessed lighting with LED fixtures, converting fluorescent fixtures by removing old ballasts, replacing failing exterior lights, and upgrading lighting panels and control systems—particularly in the Council Chambers. LED upgrades are expected to reduce energy use by approximately 55–60% per fixture and decrease maintenance needs.

To manage costs and minimize disruption, staff proposes the following phases:

Phase 1 – High-Use Public Areas \$2,000.00

Work in the lobby, main hallways, and utility billing areas. Portions of this work are already underway within the current maintenance budget.

Phase 2 – Remaining Interior Areas, \$11,300.00

- Building-wide LED conversion
- Removal of fluorescent ballasts and installation of LED replacements
- General interior lighting performance and efficiency upgrades

Phase 3 – Council Chambers Modernization \$6,200.00

- Replacement of outdated lighting panels
- Upgrades to switches, dimmers, and control systems
- Fixture modernization as needed

Phase 4 – Exterior and Fire/EMS Bay Lighting \$4,400.00

- Replacement of failing exterior fixtures
- Installation of LED wall-pack lights with photocell sensors
- Upgrades to Fire/EMS bay lighting

Approximate total: \$23,900.00

Based on the contractor's assessment, staff recommends proceeding with the phased modernization rather than continuing piecemeal repairs. Staff requests Council approval to move forward with the remaining upgrades beginning in the upcoming budget year as requested in the 2026/2027. This structured approach will modernize City Hall's infrastructure, improve safety, increase energy efficiency, and reduce long-term operational costs.

Recommendation:

Motion to approve the outlined phased City Hall modernization plan as presented and include the remaining upgrades in the 2026/2027 budget.

Attachments:

None

Charlevoix City Council

All Other Actions and Requests

Title: Professional Engineering Service Contract for the Airport Layout Plan (ALP)

Date: March 2, 2026

Presented By: Robert Scholey, Airport Manager

Background:

As required by and funded through MDOT and the FAA, the airport utilizes the services of a professional consulting service to assist in many different areas of airport operations, including assistance in acquiring federal and state funding for projects. These services include, but are not limited to; acquisition of snow removal equipment, runway improvements and upgrades, updating the airport layout plan (ALP), hangar construction/improvement, and much more.

Our current general consulting firm is RS&H. However, we are required by MDOT to complete a separate selection process for our Airport Layout Plan (ALP) project. We have completed the process of selecting a consulting firm for our ALP project by posting a request for qualifications (RFQ) advertisement, which is attached for the Council's review.

RS&H was the only firm to respond to our advertisement and request for qualifications.

The selection committee consisting of Rob Scholey, Mark Heydlauff, and Sarah Dvoracek reviewed RS&H's statement of qualifications and came to the unanimous decision to use RS&H as our consultant for our ALP project. The selection process and scoring are attached for Council's review as well.

Since RS&H was selected as our airport consultant for our ALP project, they have presented us with their engineering service contract for the project. This document lays out the rights and responsibilities of both parties and sets guidelines for how business will be conducted for engineering services. This document is necessary, so we may move forward with the ALP project. This document has also been attached for Council's review.

Recommendation:

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

Attachments:

1. ALP Consultant Selection Process Record - 01-13-26
2. 10100113000 CVX ALP Update Client Agrmnt (RSH Signed)

CONSULTANT SELECTION PROCESS RECORD

Airport Name: Charlevoix Municipal Airport
Sponsor: City of Charlevoix

Content of Sponsor's advertisement for Professional Services was reviewed and approved by MDOT-Aeronautics Project Manager prior to posting:

☒ Yes
☐ No

Date advertisement was posted: From: 12/4/25 To: 1/5/26

Where was advertisement posted?

MDOT website

The following Consulting Firms responded to advertisement with Statements of Qualification:

<u>RS&H</u>	

The following Consulting Firms were solicited directly by Sponsor:

<u>None</u>	

The following Consulting Firms were requested by Sponsor to submit Proposals or additional information:

<u>None</u>	

The following Consulting Firms were selected by Sponsor for interviews (if applicable):

<u>None</u>	

Sponsor's Ranking of Consulting
Firms:

_____ (Most Qualified)

RS&H

_____ (Least Qualified)

Firms were ranked based on: (please check all that apply)

Face-to-Face Interviews

Telephone Interviews

☐ Information included in Proposals

☒ Information included in Statements of Qualification

Other _____ (describe)

Selection Panel Members:

Mark Heydlaht

Sarah Dvoracek

Rob Scholey

Qualifications-Based Selection procedures were used in conducting this Professional Services selection process, and fees for consultant services were not a consideration. Negotiation of fees for consultant services will be performed on a contract-by-contract basis at the time those services are required.


Sponsor Authorized Representative

1/13/24
Date

Airport Manager
Title

PLEASE ATTACH COPY OF SPONSOR ADVERTISEMENT FOR PROFESSIONAL SERVICES.

PLEASE ATTACH COPIES OF SPONSOR FINAL CONSENSUS (OVERALL) SCORING SHEETS THAT WERE USED IN THE RANKING OF EACH CONSULTING FIRM.

PLEASE ATTACH COPY OF SPONSOR NOTIFICATION LETTER TO SUCCESSFULLY SELECTED CONSULTING FIRM.

PLEASE COMPLETE AND SIGN THIS FORM AND SUBMIT IT TO YOUR MDOT-AERONAUTICS PROJECT MANAGER, ALONG WITH THE ATTACHMENTS LISTED ABOVE. THIS FORM AND THE ASSOCIATED ATTACHMENTS MAY BE SCANNED AND FORWARDED TO YOUR PROJECT MANAGER ELECTRONICALLY AS A .pdf FILE.

IMPORTANT!! - PLEASE KEEP ON FILE ALL RECORDS ASSOCIATED WITH THIS SELECTION PROCESS. YOUR SELECTION PROCESS MAY BE AUDITED AT ANY TIME IN THE FUTURE BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND/OR THE FEDERAL AVIATION ADMINISTRATION (FAA). FAILURE TO PROVIDE PROPER DOCUMENTATION MAY RESULT IN THE DETERMINATION OF QUESTIONABLE COSTS AND THE POTENTIAL REQUIREMENT TO REIMBURSE MDOT AND THE FAA THE STATE AND FEDERAL SHARE OF ASSOCIATED PROJECT GRANTS.

Advertisement

Request for Qualifications (RFQ)

The City of Charlevoix, Michigan, intends to select a consultant to assist in updating its Airport Master Plan / Airport Layout Plan and Narrative Report. Interested consultant firms are requested to submit a Statement of Qualifications (SOQ) in triplicate to the attention of the City Clerk, Sarah Dvoracek, 210 State St. Charlevoix, MI 49720 no later than 4:00pm EST on January 5th, 2026. The SOQ should demonstrate the consultant's interest in providing planning services associated with the Airport Master Plan / Airport Layout Plan and Narrative Report.

This is a Quality Based Selection process, and services this project will be negotiated independently. SOQ submittals shall include fee or costs. Not all of the services or developed items listed in this advertisement may be contracted nor eventually required. The Sponsor reserves the right to initiate additional procurement action for any services included in this procurement, but not under contract.

Firms will be ranked in areas such as: familiarity and understanding of the airport needs; corporate history and background in aviation consulting; demonstrated aviation experience and overall project coordination; knowledge/familiarity with FAA and State regulations, policies, and procedures; and success of recent projects. Awards or special recognition achieved by the firm should be highlighted.

Firms should demonstrate their reputation with other airports, by providing at least three (3) airport references within the State of Michigan. Additional information may be requested from the top selected firm or firms. Interviews may be conducted at the discretion of the sponsor.

Project are anticipated to be initiated in 2026. The projects may be completed over several years and funded in full or in part with funds and/or multiple grants from the Federal Aviation Administration (FAA), State of Michigan, and/or local sources. The selected firm will be subject to all state and federal requirements.

Land acquisition consultant services necessary to acquire and maintain easements for approaches as depicted in the approved airport layout plan (ALP) is included in the advertisement provided the work by a qualified and properly licensed land acquisition consultant. Land acquisition consultant services necessary for any new development project or new approaches not specifically described in the advertisement shall not be performed by the selected consultant selected under this advertisement and will require sponsor to advertise for and select a separate qualified and properly licensed land acquisition consultant.

Questions can be directed to: Rob Scholey, (231) 547-3605 or roberts@charlevoixmi.gov

Exhibit VI

Suggested Selection Criteria

Firm: RS&H
 Airport: Charlevoix Municipal
 Selection Committee Member: Rob Scholey
 Date: 1/13/20

Categories/Questions	Rating *	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.	5	Highly experienced staff w/ extensive operational experience with airports
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives	4	Consistently delivers high-quality analysis
Integrity Past record of performance, quality of work, competency	4	
Fiscal Responsibility Evidence of pro-active cost control measures, budget constraint awareness	4	
Regulatory Knowledge Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures	4	Demonstrates extensive knowledge of FAA & MDOT programs, policies & procedures
Innovation Generating innovative solutions to project challenges, on the cutting edge of technology	4	
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms	4	Exhibits a high level of customer focus through clear, consistent, and effective communication
TOTAL	29	

* **Rating:** Rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

Exhibit VI

Suggested Selection Criteria

Firm: RS&H
 Airport: Charlevoix
 Selection Committee Member: Sarah Dvorcick
 Date: 1-13-2026

Categories/Questions	Rating *	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.	5	* over last 5 years RS&H have completed 71 FAA -approved ACP 27 in MI (168 airports on call consultant)
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives	5	Example in Gerald Ford Inter Airport "Backcasting"
Integrity Past record of performance, quality of work, competency	5	Terminal Apron, Runway 9-27 Rehab, Taxiway A Rehab, S. Taxi lane Construction
Fiscal Responsibility Evidence of pro-active cost control measures, budget constraint awareness	4	has rapport in FAA & MDOT AECO understand the channeling of funds
Regulatory Knowledge Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures	5	84 years experience in aviation 30+ years in Michigan
Innovation Generating innovative solutions to project challenges, on the cutting edge of technology	4	Maximizes land use ie Grand Marais
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms	4	Project Manager in T.C. / Received good service with interactions
TOTAL	32	

Fuel Farm Exp.,
 Taxiway A3
 sub surface
 Drainage -
 Continuous
 Improvement

* **Rating:** Rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

Exhibit VI

Suggested Selection Criteria

Firm: RS&H
 Airport: CVF
 Selection Committee Member: M. Heydlauff
 Date: 1/13/24

Categories/Questions	Rating *	Notes
Qualifications Specialized experience and technical competence to perform professional services. Qualified in-house staff, established sub-consultant relationships.	5	PE and AICP on project
Soundness of Approach Solid technique of analysis, comprehensive problem solving, accomplishing objectives	5	recognition of revenue constraints land acquisition and planning
Integrity Past record of performance, quality of work, competency	5	
Fiscal Responsibility Evidence of pro-active cost control measures, budget constraint awareness	5	past experience
Regulatory Knowledge Experience w/FAA and MDOT Airport Programs, State/Local Regulatory Procedures	5	extensive demonstrated work
Innovation Generating innovative solutions to project challenges, on the cutting edge of technology	5	good experience at large and small airports alike
Customer Focus Making customer needs primary focus, concerned with customer understanding procedures and timelines, answering questions in 'lay' terms	5	solid track record here
TOTAL	35	

* **Rating:** Rate each firm on a scale of 1 to 5, with 5 being the high, in each of the categories. Enter the rating numbers on the lines provided opposite each category.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is made as of the ____ day of _____, 2026 (the “Effective Date”), by and between **CITY OF CHARLEVOIX**, with offices located at 210 State St., Charlevoix, MI 49720 (the “CLIENT”), and **RS&H MICHIGAN, INC.**, a Michigan corporation with offices located at G-3101 W. Bristol Rd, Suite 300, Flint, MI 48507 (“RS&H”) (CLIENT and RS&H are collectively referred to as the “Parties” and individually as the “Party”).

IN CONSIDERATION of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. RELATIONSHIP

1.1. For all work performed hereunder RS&H is an independent contractor to CLIENT, solely responsible for the means and methods used in performing services hereunder, and it shall not be deemed an employee, agent, fiduciary, partner or joint venturer of CLIENT for any purpose.

2. PROVISION OF SERVICES/METHOD OF AUTHORIZATION

2.1. RS&H shall provide those professional services (check appropriate description below):

 X As described in **Attachment A**, attached hereto and made a part hereof by reference (the “Services”); or

 As described in separately authorized Work Orders (the “Services”).

2.2. Any Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, a detailed Scope of Services, Project Schedule, Deliverables, and Compensation specific to the Services or project being authorized (the “Project”). In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of this Agreement shall govern the provision of the particular Services or Project involved.

2.3. Should CLIENT issue a purchase order or other instrument related to RS&H’s Services, it is understood and agreed that such document is for CLIENT’s internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. Any conflicting or additional terms on any purchase order issued by the CLIENT shall be void and are hereby expressly rejected by RS&H.

3. ADDITIONAL SERVICES

3.1. RS&H shall furnish work beyond the scope of the Services (hereinafter “Additional Services”) if requested by CLIENT and agreed to by RS&H. RS&H shall be under no obligation to provide Additional Services, unless the scope and compensation for such Additional Services are mutually agreed upon in writing by Supplemental Agreement, Amendment, or Work Order.

4. STANDARD OF CARE

4.1. RS&H shall perform its Services consistent with the degree of care and skill ordinarily exercised by members of the same profession performing the same or similar services in the same locality at the time the Services are provided (“Standard of Care”). Notwithstanding anything to the contrary, RS&H’s Services are not required to meet any standard beyond the Standard of Care. No warranty, express or implied, is made or intended by the RS&H’s undertaking herein or its performance of services, and it is agreed that RS&H is not a fiduciary with respect to the Client.

5. SCHEDULE

5.1. Unless otherwise stated herein, RS&H will begin performing Services timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that are outside of RS&H's control. If such delay or suspension extends for more than six months (cumulatively), RS&H's compensation shall be renegotiated.

5.2. The schedule for each Project will be as described in **Attachment A** or the applicable Work Order.

6. COMPENSATION AND METHOD OF PAYMENT

6.1 CLIENT shall compensate RS&H for the Services, any approved Additional Services, and Reimbursable Expenses (as defined below) on the basis set forth in **Attachment A**, attached hereto and made a part hereof by reference, or as set forth in the applicable Work Order, as the case may be ("Fee").

6.2 In addition to the Fee, the CLIENT shall pay any sales or similar tax levied by any governmental authority on professional or other services or materials provided under this Agreement.

6.3 RS&H shall invoice CLIENT periodically for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable upon receipt by CLIENT. CLIENT shall notify RS&H in writing of any disputed amount contained on an invoice within fifteen (15) calendar days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

6.4 Compensation due RS&H under this Agreement is due and payable to its corporate offices or at such other location as may be specified by RS&H in writing.

6.5 If CLIENT fails to make any payment due RS&H for Services and Reimbursable Expenses within thirty (30) days after the date of an invoice therefore, the amounts due RS&H shall accrue interest at the maximum rate allowed by law from the thirtieth (30th) day. In addition, RS&H may, after giving notice to CLIENT, suspend Services and withhold deliverables under this Agreement until RS&H has been paid in full all amounts due for Services and Reimbursable Expenses (including all accrued but unpaid interest) without RS&H incurring liability due to such suspension or withholding. In the event of CLIENT's failure to pay invoices timely, RS&H may also commence proceedings, including filing liens, to secure its right to payment under this Agreement without RS&H incurring liability.

6.6 Reimbursable Expenses are defined as actual expenditures made by RS&H, its employees, or its consultants in the interest of the Services or Project, including but not limited to:

Transportation and subsistence of Project personnel, consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and facsimile charges, reproduction and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other materials and expendable supplies directly used with respect to the Project.

Reimbursable Expenses shall include a ten percent (10%) service charge which shall be added as an administrative charge to RS&H's actual costs for such expenses.

6.7. If the CLIENT relies on payment or proceeds from a third party to pay RS&H and CLIENT does not pay RS&H's invoice within 60 days of receipt, RS&H may communicate directly with such third party to secure payment.

6.8 The CLIENT agrees that the payment to RS&H is not subject to any contingency or condition. RS&H may negotiate payment of any check tendered by the CLIENT, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of RS&H to collect additional amounts from the CLIENT.

7. CONSTRUCTION COSTS & CONSTRUCTION SERVICES

7.1. Since RS&H has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by CLIENT to estimate project construction costs, RS&H's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its judgment as a design professional familiar with the construction industry; however, RS&H cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If CLIENT wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by CLIENT will be considered Additional Services and entitle RS&H to additional compensation which shall be negotiated and mutually agreed upon by the Parties and set forth in either a Work Order or Supplemental Agreement.

7.2. If the Services are to include services during construction, including any construction inspection, testing or observation provided by RS&H, such services and site visits are for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the Construction Documents prepared by RS&H and RS&H's subconsultants only. RS&H neither guarantees the performance of nor insures any contractor's work nor assumes responsibility for (i) the means, methods or materials used by any contractor; (ii) Project site safety; or (iii) any contractor's compliance or failure to comply with Construction Documents, specifications, laws or regulations. CLIENT agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours. If construction services are included in RS&H's Services, RS&H shall have no authority or responsibility to stop or direct the work of any contractor.

7.3. If RS&H's services include the preparation of documents to be used for construction and RS&H is not retained to make periodic site visits, the CLIENT assumes all responsibility for interpretation of the documents and for construction observation, and the CLIENT waives any claims against RS&H in any way connected thereto.

7.4. RS&H is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The CLIENT agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the CLIENT and RS&H for all claims and liability arising out of job site accidents; and that the CLIENT and RS&H shall be made additional insureds under the contractor's general liability insurance policy.

8. CLIENT'S RESPONSIBILITIES

8.1. In addition to other responsibilities described herein or imposed by law, the CLIENT shall:

8.1.1. Provide all information and criteria as to the CLIENT 's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

8.1.2. Provide to RS&H all previous studies, plans, or other documents and information pertaining to the Project and all data reasonably necessary, in RS&H's opinion, to complete the Services, including but not limited to site surveys, engineering data, and environmental impact assessments or statements ("Client Information"). RS&H may rely on Client Information.

8.1.3. Arrange for access to the site and other private or public property as required for RS&H to provide its Services.

8.1.4. Review all documents or oral reports presented by RS&H and render in writing decisions pertaining thereto within a reasonable time so as not to delay RS&H's Services.

8.1.5. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary for completion of RS&H's Services.

8.1.6. Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the CLIENT may require.

8.1.7. Give prompt written notice to RS&H whenever the CLIENT becomes aware of any development that affects the scope, timing, or payment of RS&H's Services or any defect or noncompliance in any aspect of the Project.

8.1.8. Bear all costs incidental to the responsibilities of the CLIENT.

9. AUTHORIZED REPRESENTATIVE

9.1. RS&H's Authorized Representative for this Project is the Project Manager as designated on **Attachment A** or applicable Work Order. All matters and correspondence pertaining to the Project, including submittal of monthly invoices, will be through RS&H's Project Manager.

9.2. Upon execution of this Agreement, CLIENT will designate CLIENT's Authorized Representative for the Project and convey the name of CLIENT's Authorized Representative to RS&H in writing. CLIENT's Authorized Representative shall act on behalf of CLIENT on all matters pertaining to this Project. All matters and correspondence to CLIENT pertaining to the Project will be addressed through CLIENT's Authorized Representative. CLIENT's Authorized Representative shall have complete authority to transmit instructions, receive information, and make or interpret decisions on behalf of the CLIENT.

10. TERM, TERMINATION & SUSPENSION

10.1. The term of this Agreement shall be from the Effective Date through December 31, 2030 unless sooner terminated as provided in this Section 8 hereof, or extended through written agreement signed by the Parties.

10.2. This Agreement may be terminated without cause by either party upon fourteen (14) days' written notice.

10.3. If any change in CLIENT's ownership occurs, or if this Agreement is assigned by CLIENT, RS&H shall have the right to immediately terminate this Agreement.

10.4. In the event of termination of this Agreement for any reason, RS&H shall be compensated, as provided herein, for Services performed through the effective date of such written notice of termination, together with Reimbursable Expenses due and for all expenses directly attributable to termination.

10.5. If the Project is suspended for more than thirty (30) consecutive days, RS&H shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, RS&H's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of RS&H's Services.

11. USE OF DOCUMENTS AND ELECTRONIC DELIVERABLES

11.1 Representations, in any medium of expression now known or later developed, of tangible and intangible creative work performed by RS&H and its subconsultants under this Agreement or respective professional service agreements for the purpose of providing such to the CLIENT are "Instruments of Service."

11.2. RS&H and the CLIENT warrant that in transmitting Instruments of Service, Client Information, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

11.3. RS&H and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including drawings and specifications, and shall retain all common law, statutory and other reserved rights,

including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of RS&H and its subconsultants.

11.4. RS&H grants to the CLIENT a nonexclusive license to use RS&H's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the CLIENT substantially performs its obligations under this Agreement, including prompt payment of all sums due. RS&H shall obtain similar nonexclusive licenses from RS&H's subconsultants consistent with this Agreement. The license granted under this section permits the CLIENT to authorize the contractor, contractor's subcontractors and suppliers, as well as the CLIENT's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

11.5. In the event the CLIENT uses the Instruments of Service without retaining the authors of the Instruments of Service, the CLIENT releases RS&H and RS&H's subconsultants from all claims and causes of action arising from such uses. CLIENT, to the extent permitted by law, further agrees to indemnify and hold harmless RS&H and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the CLIENT's use of the Instruments of Service under this Section 11.5.

11.6. Except for the licenses granted in this Section 11, no other license or right shall be deemed granted or implied under this Agreement. The CLIENT shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of RS&H.

11.7. Except as otherwise stated in this Section 11, the provisions of this Section 11 shall survive the termination of this Agreement.

11.8. The Instruments of Service are not intended or represented to be suitable for use, partial use or reuse by the CLIENT or others on extensions of this Project or on any other project. Any modifications made by the CLIENT to any of RS&H's Instruments of Service, or any use, partial use or reuse of the Instruments of Service without written authorization or adaptation by RS&H will be at the CLIENT's sole risk and without liability to RS&H, and the CLIENT shall indemnify, defend and hold RS&H harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

11.9. Drawings and plans prepared by RS&H and its subconsultants that may be relied upon by CLIENT and its consultants and contractors are limited to those printed drawings that are signed and sealed by RS&H or RS&H's subconsultants and are identified as "Construction Documents." Electronic files of text, data, graphics, or other information stored on EODM (hereinafter "Electronic Deliverables") are not Construction Documents and are furnished by RS&H hereunder solely for the convenience of CLIENT, in understanding the design for the Project. Any information or data obtained or derived from such Electronic Deliverables shall be used at CLIENT's sole risk. Because data stored in electronic media format can deteriorate or be modified without RS&H's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

12. INDEMNIFICATION

12.1. CLIENT shall indemnify and hold harmless RS&H, and its parent company, affiliated and subsidiary entities, directors, officers, consultants, agents, and employees from and against all third-party suits, actions, claims, demands, judgments, losses, expenses (including attorney's fees), damages, and liabilities including property damage and bodily injury or death, to the extent caused by the recklessness, intentionally wrongful conduct or negligent act, error, or omission of the CLIENT, its parent company, affiliated and subsidiary entities, directors, officers, consultants, agents, employees, or other persons and organizations employed or utilized by the CLIENT in relation to this Agreement.

12.2. RS&H shall indemnify and hold harmless CLIENT, and its parent company, affiliated and subsidiary entities, directors, officers, consultants, agents, and employees from and against all third-party suits, actions, claims, demands, judgments, losses, expenses (including attorney's fees), damages, and liabilities including property damage and bodily injury or death, to the extent caused by the recklessness, intentionally wrongful conduct or negligent act,

error, or omission of RS&H, its parent company, affiliated and subsidiary entities, directors, officers, consultants, agents, employees, or other persons and organizations employed or utilized by RS&H in relation to this Agreement.

13. INSURANCE

13.1 RS&H shall maintain, to the extent reasonably available, the following insurance coverage during the performance of its Services under this Agreement:

13.1.1	Commercial General Liability	
	General Aggregate	\$2M
	Products-Comp/OP Aggregate)	\$2M
	Personal and Advertising Injury	\$1M
	Each Occurrence	\$1M
	Medical Expenses per person	\$10,000
13.1.2	Automobile Liability (any auto, hired autos and non-owned autos) Bodily Injury and Property Damage	\$1M CSL
13.1.3	Workers' Compensation	Statutory
	Employer's Liability	\$1M
13.1.4	Professional Liability Insurance	
	Per Claim	\$5M
	Aggregate	\$10M

13.2 RS&H shall provide the CLIENT with a Certificate of Insurance indicating that the above-described coverages are in effect, if requested. RS&H shall name CLIENT as additional insured on the Commercial General and Auto Liability policies.

14. CONTROLLING LAW

14.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the state in which the Project is located, excluding that jurisdiction's choice of law rules.

14.2 The Federal arbitration Act shall govern arbitration required under this Agreement.

14.3 If this Agreement relates to professional services for a project funded under the Airport Improvement Program (AIP) of the Federal Aviation Administration or a project otherwise federally-funded, then where applicable RS&H shall comply with the Federal Contract Provisions set out in **Attachment B** attached hereto.

15. DISPUTE RESOLUTION

15.1 The CLIENT and RS&H shall commence all claims, disputes, and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise ("Claims"), in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of substantial completion of the work. The Parties waive all claims and causes of action not commenced in accordance with this Section 15.1.

15.2. To the extent damages are covered by property insurance, the Parties waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages.

15.3. All Claims shall be subject to the following mandatory procedures: (A) the aggrieved Party shall notify the other party of any Claims within a reasonable time (unless specified otherwise in this Agreement) after such Claims arise and if the Parties shall put forth a good faith effort to resolve such Claims; (B) in the event the Parties are unable to timely resolve any remaining Claims, either party may provide a written notice requesting participation of the other Party in a non-binding mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the Effective Date; and (C) should the parties not agree to mediation, or fail to resolve any remaining Claims at mediation, then all remaining Claims shall be resolved through binding arbitration, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the Effective Date. A demand for arbitration shall be made in writing, delivered to the other Party to this Agreement, and filed with the person or entity administering the arbitration. The Parties shall agree to a single arbitrator. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

15.4. Mediation and arbitration proceedings shall be held in the jurisdiction where the Project is located, unless the Parties agree otherwise in writing.

15.5. As it relates to Claims described under this Section, the Parties hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either Party.

16. SUCCESSORS AND ASSIGNS

16.1. This Agreement shall be binding upon CLIENT and RS&H and their respective partners, successors, heirs, assigns and legal representatives.

16.2. Neither Party shall assign this Agreement or transfer any rights under or interest in this Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

17. NONDISCRIMINATION

17.1. RS&H agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age.

18. FORCE MAJEURE

18.1. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other Party hereunder, when and to the extent such Party's ("Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): changes ordered in the Services by CLIENT, Acts of God, labor disputes, fire, unusual delay in deliveries, pandemic, epidemic, public health emergency, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, any events or circumstances beyond Impacted Party's reasonable control, or by other causes which the CLIENT determines may justify the delay. If a Force Majeure Event causes delay or failure to fulfill any term of this Agreement then an equitable extension shall be granted to the Impacted Party through written mutual agreement.

19. MISCELLANEOUS

19.1. **Hazardous Substances and Emerging Contaminants.** In no event shall RS&H be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and emerging contaminants. RS&H's Services will be limited to professional consulting, sampling, analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. RS&H shall notify the CLIENT of hazardous substances and/or conditions created by hazardous substances not contemplated in the scope of Services of which RS&H actually becomes aware. Upon such notice by RS&H, RS&H may stop affected portions of its Services until the hazardous substance or condition is eliminated.

19.2. **Certifications.** RS&H shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which RS&H does not have actual knowledge, or that would cause RS&H to violate applicable rules of professional responsibility.

19.3. **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

19.4. **Limitation of Liability.** To the fullest extent permitted by law, the total liability, in the aggregate, of RS&H, RS&H's officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by RS&H under this Agreement or \$50,000 whichever is greater.

19.5. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or RS&H. This Agreement gives no rights or benefits to anyone other than the CLIENT and RS&H, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the CLIENT and RS&H.

19.6. **Project Promotional Materials.** RS&H shall have the right to include general references to and representations of the Project, including photographs among RS&H's promotional and professional materials. RS&H shall not make any press release or public presentation containing information that is confidential and relating to the Project without the prior written approval of CLIENT.

19.7. **Changes in law.** Notwithstanding anything to the contrary, effects on the Services, if any, resulting from any changes in legal or professional requirements enacted after the Effective Date of this Agreement shall be considered Additional Services and CLIENT shall adjust RS&H's Fee and/or the schedule for the Services. Such effects may include, without limitation, revisions RS&H is required to make to the construction documents. RS&H is under no obligation to begin performance of Additional Services until the Parties have agreed to such Additional Services and the adjustment of Fee and schedule in writing.

19.8. **PFAS.** While Per- and Polyfluoroalkyl Substances ("PFAS") have been identified as an emerging contaminant by the USEPA, RS&H will only perform services related to PFAS chemicals, or substances possibly containing PFAS chemicals, including but not limited to sampling, investigation, handling and remediating, to the extent the CLIENT specifically directs, in writing, RS&H to perform such services. RS&H shall not be liable for the nonperformance of PFAS-related services to the extent the CLIENT did not specifically direct RS&H to perform such services in writing. The CLIENT assumes all risk associated with the presence of PFAS on or at its property, the exacerbation of a contamination of PFAS resulting from the Services, and the identification of contamination following soil sample testing. RS&H shall not be liable for the presence, discharge, release, or escape of hazardous materials, emerging contaminants or PFAS.

19.9. **NON-SOLICITATION.** The Client understands and acknowledges that RS&H has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to RS&H. The Client agrees and covenants not to directly or indirectly solicit or recruit for its own benefit or the benefit of any other person/entity, or so attempt to solicit or

recruit, any employee of RS&H ("Covered Employee"), or induce any Covered Employee to terminate their employment for the Term of this Agreement and two (2) years thereafter ("Restricted Period").

19.10. Florida Law. THE CLIENT AGREES THAT PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OF OR AGENT FOR RS&H MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

20. NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement shall be given in writing and either hand-delivered, sent by overnight courier service or sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to CLIENT:

City of Charlevoix
210 State St.
Charlevoix, MI 49720
Attn: City Manager

If to RS&H:

RS&H Michigan, INC.
G-3101 W. Bristol Rd, Suite 300
Flint, MI 48507
Attention: David Joye

with a copy to:

RS&H, INC.
10748 Deerwood Park Boulevard South
Jacksonville, Florida 32256
Attention: Legal Department

21. ENTIRE AGREEMENT

This Agreement, together with any separately authorized Work Order issued hereunder, constitutes the entire and integrated Agreement between CLIENT and RS&H and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified or canceled by written instrument signed by an authorized representative of each party.

22. SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, under seal, as of the day and year first above written.

CLIENT

CITY OF CHARLEVIOX

By: _____

Print Name: _____

Title: _____

ATTEST:

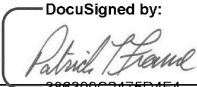
By: _____

Print Name: _____

Title: _____ Secretary

RS&H

RS&H MICHIGAN, INC.

By:  _____
386399C2475D4F4...

Print Name: Patrick T. Frame

Title: President



May 2025

Charlevoix Municipal Airport (CVX) Airport Layout Plan Update Scope of Services





**Charlevoix Municipal Airport (CVX)
Airport Layout Plan Update
Scope of Services**

Version 3.0

May 2025

Charlevoix, Michigan

RS&H No.: XXXX.XXXX.XXX

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

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CVX Airport Layout Plan Update Scope of Services

Introduction

RS&H will complete this Scope of Services and provide the City of Charlevoix (City) with an Airport Layout Plan (ALP) for Charlevoix Municipal Airport (Airport or CVX) that reflects changes at the Airport since the last ALP set was completed, as well as providing documented analysis of planned projects to meet FAA design standard deficiencies per Advisory Circular (AC) 150/5300-13B, *Airfield Design*. Outcomes will promote development of federally supported projects that improve airport operational safety and efficiency. The ALP will consist of a large format scaled drawing set as well as a supporting narrative report describing the features of the ALP, the process to determine those necessary improvements, and all projects planned for implementation at the Airport.

The nine major tasks to be accomplished in preparing the ALP update are:

- Aeronautical surveys compliant with guidance presented in FAA AC 150/5300-16B, AC 150/5300-17C, and AC 150/5300-18B
- Critical design aircraft validation and approval
- Airport visioning and system role definition
- Analysis to identify and correct airfield deficiencies per AC 150/5300-13B, *Airfield Design*, and documentation of the process to define and implement a comprehensive preferred airfield alternative
- Airport Layout Plan update compliant with guidance presented in FAA AC 150/5300-13B and FAA Standard Operating Procedures (SOP) 2.00, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*
- Airport Exhibit 'A' Airport Property Map update in accordance with FAA ARP SOP 3.00, *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps*.
- Runway Safety Area Inventory and Determination analysis
- Obstacle Action Plan to address penetrations to navigable airspace
- ALP Update Narrative Report documenting airport role, airfield deficiencies, and alternatives to address non-standard conditions, as well as other supporting scoped planning elements

The contents of this document describe the scope of work that will be adhered to by RS&H in delivering updated aeronautical surveys, an updated ALP, and the supporting narrative report. The project is split into five distinct areas, 1.) Project Formulation, 2.) Investigation, 3.) Solutions and Implementation, 4.) Documentation, and 5.) Project Management and Coordination

1 Project Formulation

1.1 Project Definition

RS&H will assist airport staff in establishing specific goals, objectives, means and parameters for specified services. This involves preparing a detailed plan for accomplishing the services, including a scope of services, project budget, a schedule for accomplishing the services, and a project management plan necessary to accomplish the services.

1.1.1 Project Scope of Services

RS&H has prepared this draft work program for review by Airport staff and FAA. This scope of services was developed in collaboration with Airport staff.

Following review, the program will be detailed and a level of effort/detail, depth of analysis, and costs of accomplishing each task/element will be identified. This portion of the process will begin with the verification and identification of airport development issues to be addressed in the ALP Update. Also, the level of analysis for the identified issues will be determined. It is anticipated that the draft scope of services will be reviewed by Airport staff, and that RS&H will need to make refinements before the scope of services is finalized and a work order is executed. RS&H will coordinate with Airport staff, each sub-consultant, and anticipates one (1) round of revisions before the scope is finalized.

1.1.2 Project Budget

RS&H has given careful attention to the development of this scope of work for this ALP Update to match the necessary effort to each scope item. RS&H generated the project budget as a lump sum fee. Please refer to **Attachment A – Proposed Project Fee**, which details the **Lump Sum Fee of \$639,009** per this scope. This scope has been designed to allow the sponsor, RS&H, and the FAA to develop a budget that meets the goals and objectives of the study. The budget status will be updated and managed monthly to allow reporting of work completed to date compared to budget expended to ensure all services are completed within the approved budget. It must be noted that federal planning grants cannot be amended to cover additional costs that might occur after the grant is executed. It is anticipated that the draft project budget will be reviewed by Airport staff, and that RS&H will need to make refinements before the project budget is finalized and a contract is executed. In addition, RS&H will coordinate with Airport staff and each sub-consultant team member, anticipating one (1) revision before the project budget is finalized.

1.1.3 Project Schedule

RS&H has gathered calendar information from appropriate team members and established a project schedule. This project schedule will be further refined after a notice to proceed is issued

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to reflect proposed dates for project performance. In addition, the schedule will be updated as necessary throughout the planning process to include all meetings (coordinated and agreed upon dates), and key milestones. This refined schedule will clearly indicate decision points beyond which work will not proceed without FAA or Airport staff review and approval. Items requiring FAA approval include validation of the existing/future critical aircraft, the Airport Layout Plan set, and the Exhibit 'A' Airport Property Map. These items also require Airport staff review and approval prior to FAA submission for review. It is anticipated that the project schedule will be updated quarterly until substantially complete. *The project is budgeted to take 18 months to complete, which includes the time required for FAA review and approval of the final Airport Layout Plan and the Exhibit 'A' Airport Property Map (60 days).*

Table 1
Preliminary Project Schedule

<i>Deliverable</i>	<i>Estimated Timeline</i>
<i>Pre-Planning Phase</i>	
<i>Contracting</i>	<i>NTP</i>
<i>Project Kickoff</i>	<i>NTP + 1 month</i>
<i>Investigation Phase</i>	
<i>Airport Visioning/Defining Airport Role</i>	<i>NTP + 2 months</i>
<i>Critical Aircraft Determination</i>	<i>NTP + 3 months</i>
<i>Aeronautical Survey</i>	<i>NTP + 4 months</i>
<i>Data Collection</i>	<i>NTP + 5 months</i>
<i>Identification of Requirements</i>	<i>NTP + 8 months</i>
<i>Runway Safety Area Inventory and Determination</i>	<i>NTP + 9 months</i>
<i>Solutions and Implementation Phase</i>	
<i>Identification and Evaluation of Airfield Alternatives</i>	<i>NTP + 12 months</i>
<i>Project Phasing, Cost Estimates, and CIP Development</i>	<i>NTP + 14 months</i>
<i>Documentation Phase</i>	
<i>Airport Layout Plan</i>	<i>NTP + 15 months</i>
<i>Exhibit 'A' Airport Property Map</i>	<i>NTP + 15 months</i>
<i>Obstacle Action Plan</i>	<i>NTP + 15 months</i>
<i>ALP Narrative Report</i>	<i>NTP + 16 months</i>
<i>Project Closeout</i>	<i>NTP + 18 months</i>

NTP = Notice To Proceed.

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1.1.4 Project Management Plan

RS&H will prepare an internal project management plan (PMP) for this project. The PMP will define project processes and procedures, identify a list of deliverables, and provide a schedule of proposed meeting dates, estimated deliverable dates, review periods, revision periods, and estimated final submittal dates. The PMP will be detailed to describe work breakdown structure, logical flow of work efforts, identification of stakeholders, team assignments, levels of effort, and costs.

Work tasks will be organized into concurrent and sequential activities with identification of the steps to be taken to perform thorough and defensible analysis to expedite FAA approvals. This document becomes the framework for the preparation of well-written technical documents and delivery of products within the 18-month schedule. RS&H anticipates that the analysis, coordination, and meetings will require 16 months to complete, with the remaining 2 months of the schedule reserved for FAA and State reviews.

1.1.5 Coordination with FAA Staff

RS&H will assist Airport staff with coordination regarding FAA grants for the ALP Update. The following activities will be conducted:

- Submittal of the ALP Update scope of work, budget, and schedule to FAA or independent consultant, as requested.
- Response to comments from FAA, and/or independent consultant on scope of work, budget, and schedule.
- Up to two (2) teleconference/video conference calls to discuss comments and/or response to comments are anticipated.

1.1.6 Coordination with Other Ongoing Projects of Capital Programs

RS&H will coordinate with the Airport and other relevant consultant project managers for other Airport projects and/or capital programs that will be active and ongoing during the development of the ALP Update. Coordination will be necessary to exchange information about projects with a focus towards avoiding duplication of efforts and ensuring consistency in data assumptions. RS&H anticipates accomplishing this coordination through teleconference/video conference calls, in-person during the Kickoff meetings (**Task 1.1.7**), and data exchanges throughout the ALP Update. A maximum of one (1) teleconference/video conference calls, and no (0) site additional site visits are anticipated for this data exchange.

1.1.7 Organizational Project “Kickoff” Meetings

RS&H will establish coordination procedures between Airport staff and the entire planning team, to define and clarify the mechanics of the work-scope. These coordination procedures will be developed after the work program is finalized and will coincide with one (1) project team

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"kickoff" meeting, detailed in the following section, to organize team resources, plan project work efforts, and coordinate project schedule.

1.1.7.1 Project Kickoff Meeting and Client Coordination Meetings

Key team members, up to two (2), will attend in person, or virtually as able, for one (1) day at the Airport and hold two (2) project kickoff meetings. The first meeting will include Airport staff and appropriate agency participants such as the FAA Detroit ADO Community Planner, the FAA Environmental Protection Specialist, and Michigan Department of Transportation (MDOT) representative(s). The purpose of the kickoff meeting will be to establish and understand the roles and responsibilities for all project team members. This will be followed by a meeting with Airport staff to review the study organization, discuss federal and state requirements, identify outside coordination points, and review potential data sources. RS&H will send two (2) team members for one (1) site visit to conduct this task.

1.1.8 Project Formulation Deliverables

RS&H will deliver draft and final products, and other documents as noted throughout this phase. To the maximum extent possible, RS&H will distribute deliverables as electronic documents via email, file sharing site (such as Microsoft Teams), or electronically stored files (USB drives).

Distribution of paper copies will be minimized. Deliverables are as follows:

- Scope of Services (Draft and Final)
- Project Budget (Draft and Final)
- Project Schedule
- Executed Contracts (Prime and multiple sub-consultants)
- Organizational "Kickoff" Meeting agenda and presentation materials

2 Investigation

2.1 Critical Aircraft Identification

RS&H will review previous planning studies and available FAA resources to determine the mix of aircraft that are based, or frequently operate, at the Airport. This information will define the critical aircraft (or composite critical aircraft) for the Airport. The critical design aircraft is an aircraft that uses (or is highly likely to use) the airport regularly. A regular basis is defined by FAA as at least 500 annual operations (excluding touch-and-go operations). Design standards for all existing and future runways and taxiways will be based on the FAA-approved critical aircraft and standards set forth in AC 150/5300-13B, *Airport Design*.

2.1.1 FAA Review

Following the preparation of the critical aircraft analysis, a technical memorandum will be submitted to the FAA for review and approval. Following FAA review, RS&H will coordinate with FAA regarding any proposed changes to the critical aircraft as requested by FAA. *The task includes time for FAA review and approval of critical design aircraft. The review process for the critical aircraft is anticipated to be no longer than 15 days.*

2.1.2 Critical Aircraft Deliverables

RS&H will deliver a brief technical memorandum documenting the results of the critical aircraft analysis effort performed under this task. Narrative developed in this task will include supporting tables, charts, and other graphics, as appropriate. The draft report will be reviewed to ensure quality, accuracy, and consistency. The technical memorandum will be distributed to airport staff for review. Comments received will be reviewed and incorporated (as appropriate) into a technical memorandum which will be integrated into the final ALP Update narrative report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews.

To the maximum extent possible, RS&H will distribute deliverables as electronic documents via email, file sharing site (such as Microsoft Teams), or electronically stored files (USB drives). Distribution of paper copies will be minimized.

Deliverables are as follows:

- Critical Design Aircraft Technical Memorandum

2.2 Aeronautical Survey and AGIS

RS&H will provide survey, photogrammetry, and airport geospatial information systems (AGIS) supporting development of the ALP. Work performed under this task will comply with FAA Airports-GIS program standards. All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

- AC 150/5300-16B, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*
- AC-150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys*
- AC-150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*

The FAA Airports-GIS objective is to collect and submit safety-critical data for the airport. Furthermore, base-mapping (planimetric and topographic data) collected in support of the Airport Layout Plan will be formatted and submitted to FAA Airports-GIS. Specifically, acquisition of data will include an obstruction survey/airport airspace analysis, NAVAID inventory and survey, runway ends and profiles survey, and collection (through remote sensing) of planimetric and topographic data.

Data collection, formatting, and delivery requirements of the FAA Airports-GIS Program will be completed. The approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in Table 2-1 (Survey Requirements Matrix) of AC -18B, column “Airport Layout Plan.” Maximum use of existing data within the Airport Data Information Portal (ADIP) for CVX will be made, including obstacle data with FAA-assigned identifiers.

Table 2
Project AGIS Specifications

State	Michigan
County	Charlevoix
Project Type	Aviation (Airports-GIS included)
Coordinate System	Michigan State Plane – Central Zone
Horizontal Datum	NAD83
Vertical Datum	NAVD88 (GEOID18)
Mapping Scale	1" = 100' and 2' Contours
Mapping Formats Required	Standard CAD w/ DTM and Airports-GIS
Ortho Resolution and Photo Format	0.5' GSD, TIF & SID Format

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The project area consists of the following three components:

- **Area A = Planimetric and Topographic Mapping Limit (Figure 1)** - This area defines the limit for the compilation of planimetric and topographic base mapping.
- **Area B = Part 77/OCS Airspace Analysis Limits (Figure 2)** - Horizontal limits of the applicable Obstruction Identification Surfaces (OIS) as defined by FAR Part 77 and AC 150/5300-13B.
- **Area C = Airports-GIS Airspace Analysis Limits (Figure 3)** - Horizontal limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC 150/5300-18B.

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Figure 1

Area A – Planimetric and Topographic Mapping Limit



Red Polygon - Planimetric & Topographic Mapping Limit

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Figure 2

Area B – Part 77/OCS Airspace Analysis



Blue Polygons - Part 77 Obstruction Surfaces
Green Polygons - 40:1 Departure Surfaces

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Figure 3
Area C – Airports GIS Airspace Analysis



Green Polygons - 18B/Airports-GIS Obstruction Identification Surfaces (VG)
Cyan Shaded Area - 0.50' GSD Ortho Imagery Coverage

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2.2.1 Aeronautical Survey and AGIS Tasks

2.2.1.1 Project Planning/Project Management/FAA Airports-GIS Coordination/Field-Survey Coordination

RS&H will develop, submit, and gain approval of the AGIS "Statement of Work" for the project through the FAA Airports District Office – Detroit and the FAA's ADIP. The following reports will be developed, submitted, and approval FAA-approval will be gained as required by the FAA-AGIS Program:

- Imagery/Remote Sensing Plan
- Survey Quality Control Plan
- Aerial Photography Acquisition Report / 3D Stereo Imagery

RS&H will facilitate coordinating with FAA ADO and FAA Airports-GIS headquarters as necessary to complete all required submissions to AGIS.

2.2.1.2 Aerial Imagery Acquisition

New color aerial imagery will be captured for all areas outlined in the **Task 2.2.1.1** section of this scope using a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C. The aerial imagery acquisition flight mission will consist of a single "block" of imagery, as specified in **Table 3**.

Upon completion of the flight mission, the imagery will be reviewed through internal quality assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

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Table 3

Aerial Imagery Specifications

Imagery Resolution	10cm
Purpose/Use	The coverage limit for this imagery is the horizontal extents of Area A (Figure 1), Area B (Figure 2) and Area C (Figure 3). This imagery will be utilized for all photogrammetric data collection. Ortho-imagery will also be generated for this area at a resolution of 0.50' GSD.

2.2.1.3 Establish Geodetic Control / Temporary Control (Field-Survey)

There are currently one PACS monument and two SACS monuments published in the NGS database for the airport. Surveyors will validate/utilize these monuments to serve as the project tie to the NSRS. If the existing PACS/SACS monuments are determined to be damaged or the validation is unsuccessful the surveyors will establish temporary geodetic control points, as required. Geodetic data will be tied to the NSRS using the latest published adjustment (2011)

Table 4

PACS and SACS Locations To Be Recovered

Station Type	Designation	PID	Horizontal Datum	Vertical Datum	GEOID
PACS	VOIXPORT	QK0874	NAD83(2011)	NAVD88	GEOID18
SACS	VOIXPORT AZ MK	QK0875	NAD83(2011)	NAVD88	GEOID18
SACS	CVX A	AI5186	NAD83(2011)	NAVD88	GEOID18

2.2.1.4 Survey Imagery Photo Control (Field Survey)

Photo-identifiable control points and/or artificial targets will be selected/set and surveyed for use as ground control for aero-triangulation of the new aerial imagery. Imagery control points will be spread throughout the aerial imagery project-area in a geometric pattern conducive to favorable aerotriangulation results. Each imagery control point will be surveyed using RTK survey methods. Imagery Control will be surveyed (properly tied to NSRS) and documented in accordance with AC 150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the Aerial Photography Acquisition Report. It is anticipated that 20 imagery control points will be required. Per FAA requirements, in addition to the imagery control points, an additional 6 Independent Checkpoints will be surveyed and processed through NGS OPUS.

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2.2.1.5 Aero Triangulation

The newly acquired digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

2.2.1.6 Create Digital Ortho Imagery

Digital orthophotos will be produced to meet project needs and comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. One (1) set of orthophotos will be produced. Orthophotos will cover the following defined areas and meet the specifications shown in **Table 5**.

Table 5
Orthophotos Specifications

Resolution	0.50' GSD
Coverage Limit	Area C (see Figure 3)

2.2.1.7 Runway Surveys

Field Surveyors will accomplish survey of both runways at CVX (4-22 and 9-27); survey tasks will include survey of runway-end-points/thresholds and runway-profiles. For each runway-end-point/threshold a monument will be set, surveyed, and documented in accordance with AC 150/5300-18B. Runway centerline profiles will be surveyed utilizing mobile-RTK methodology; final profile data will be extracted at 50-foot stations for FAA Airports-GIS submission. Runway survey data will be utilized for the Obstruction Surveys/Airport Airspace Analysis task. Furthermore, MTZ will identify Airport Reference Point, Airport Elevation, High & Low Elevations of each Runway, and Touchdown Zone Elevations for each runway utilizing the newly surveyed Runway Data. Runway survey data will also be properly formatted by MTZ and reported in both the FAA Airports-GIS deliverable and the CAD base-map deliverable.

2.2.1.8 NAVAID Surveys

Surveyors will accomplish field-survey of visual NAVAIDs & meteorological equipment serving the CVX airport. Each NAVAID will be surveyed and documented in accordance with AC150/5300-18B. NAVAID survey data will be properly formatted by MTZ and reported in both the FAA Airports-GIS deliverable and the CAD base-map deliverable. The NAVAID Survey will include the following:

- Airport Beacon
- Runway 9 PAPI
- Runway 27 PAPI

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- Runway 9 REILS
- Runway 27 REILS
- AWOS
- Windsocks

2.2.2 Airport Airspace Analysis / Obstruction Surveys

2.2.2.1 AC 150/5300-18B / AGIS

An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed to comply with the requirements of the FAA Airports-GIS Program for projects involving Airport Layout Plans. All available existing obstacle data for CVX will be obtained and downloaded from ADIP; existing obstacle data (relevant to the AGIS Airspace Analysis) will be validated or updated as necessary and incorporated into this project. Existing obstacle data will be reported back to FAA through ADIP, identifiable by assigned FAA-Obstacle-ID. The Airport Airspace Analysis will meet specifications shown in **Table 6**.

Table 6
Airspace Analysis Specifications

Runway	AGIS Analysis Type
9	Runway with Vertical Guidance
4-22	Runway with Vertical Guidance

Formatting of final reported -18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5, *Airport Data Features*.

2.2.2.2 Part 77 / Obstacle Clearance Surface (OCS)

An FAR Part 77 and an OCS Obstruction Survey will be performed for all runway ends. Using the digital 3D stereo imagery, the prescribed Part 77 & OCS Obstruction-Identification-Surfaces will be examined and analyzed to identify natural and manmade objects penetrating the surfaces. OCS Surfaces will be based on the requirements of AC-150/5300-13B (Tables 3-2, 3-3, 3-4, and 3-5). The Part 77 Obstruction Survey will meet the specifications shown in **Table 7**. The OCS Obstruction Survey will meet the specifications shown in **Table 8** (OCS Numbers are taken from AC -13B, Tables 3-2, 3-3, 3-4. and 3-5).

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Table 7

Part 77 Analysis Types By Runway

Runway	Part 77 Analysis Type
9-27	Non-Precision-Instrument-Utility (ANP)
4-22	Visual-Utility (AV)

Table 8

OCS Analysis Types By Runway

Runway	OCS Analysis Type
9	OCS 5 (Vertical Guidance, > 3/4sm Visibility Minimums)
9	OCS 6 (Vertical Guidance Surface)
9	OCS 7 (Departure Surface)
27	OCS 4 (Lateral Guidance, > 3/4sm Visibility Minimums)
27	OCS 7 (Departure Surface)
4-22	OCS 2 (Visual, Small Aircraft, >50 knots approach speed)
4-22	OCS 7 (Departure Surface)

2.2.2.3 Part 77 / OCS Collection Criteria

The obstruction-identification-surfaces, defined in **Section 2.2.2.2**, will be digitally referenced with the 3D Stereo Imagery. Using the 3D imagery, trained technicians will visually examine all surfaces and collect X-Y-Z point data for objects meeting collection criteria. Collected data will then be mathematically analyzed against the surfaces using custom processes to produce a final dataset. Quality assurance processes are performed for obstruction data through the project life cycle to ensure accuracy and completeness. Data will be collected to fulfill the following criteria:

1. A single X-Y-Z point will be collected / analyzed for any manmade or natural object penetrating a surface. The point will be placed on the highest point of the object. The X-Y location will correspond to the horizontal position of the highest portion of the object, not necessarily the geometric center or middle of the object.
2. Occasionally with Obstruction Surveys, large group of trees or terrain (obstruction area) are found to penetrate a surface and it is not feasible or possible to collect each individual penetration. In these cases, the obstruction area will be outlined with a bounding polygon to represent the horizontal extents of the area. A grid will then be overlaid on the obstructing area. Within each grid sector, the highest object will be collected. Within the primary surface, the transitional surface, and within the first 5,000 feet of the approach surface, 100-foot grid spacing will be used. Within 10,000 feet of the approach surface, but outside 5,000 feet, 200-foot grid spacing will be used. 200-foot grid spacing will also be used within the horizontal surface. Outside of 10,000 feet of the approach and within the conical surface, 500-foot grid spacing will be used.

2.2.2.4 Supplemental Obstacle Collection

For all existing runway ends, appropriate data will be collected for significant manmade and natural objects with no exemptions based on negative penetration value. The horizontal extents of the AC-13B Departure Surface (OCS 7) will be used as the boundary for the collection of this raw data; data collection will be completed in the first 5,000 feet-from-runway-end.

For manmade objects – all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects such as mailboxes, posts, and utility boxes will be ignored). For roadways (including highways) and railroads – the proper Part 77 offset will be applied according to the type of vehicular traverse way (official Vehicle Service Roads will be included and NAVAID Service Roads will be excluded). For vegetation – significant singular trees will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the extents of the area. A 100-foot grid will be applied, and the highest vegetation point within each grid-sector will be collected.

Table 9 shows deliverables and formats for Part 77, AC -18B OCS, and Supplemental Obstacle Data.

Table 9
Part 77, AC -18B OCS, and Supplemental Obstacle Data Deliverables Format

Deliverable	Description
Shapefile and CAD file	These files will contain the following pieces of data: 1. Obstruction Surface Linework 2. Obstruction X-Y-Z Points 3. Obstruction Area Polygon (if applicable) 4. Obstruction Area Grid (if applicable)
Attributes will be included in the Shapefile as Object Data. For the CAD version, attributes will be provided in spreadsheet format and can be cross-referenced with the CAD file by Object Number.	Shapefiles will contain the following pieces of object data: – Object type – Northing / Easting / Elevation (MSL) – Latitude/Longitude – AGL Height (as able, for penetrating objects only) – Height-Above-Runway-End – Height-Above-Touchdown-Zone – Height-Above-Airport-Elevation – Distance-to-Runway-End – Distance-From-Runway-Centerline (and direction) – Penetration value (if applicable) – Surface affected and slope (if applicable)

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2.2.2.5 Planimetric and Topographic Mapping Compilation

Utilizing the aerotriangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within Area A (see **Section 2.2**). Mapping data will be compiled meeting the specifications shown in **Table 10**. These elements will be incorporated into the ALP drawings.

Table 10
Planimetric and Topographic Mapping Data Specifications

Planimetric Data Scale	1" = 100' Scale (Class II Standards)
Topographic Data Scale	2' Contour Interval (Class II Standards)
Mapping Deliverable	Format
Planimetric File	AUTOCAD (Other formats may be available upon request)
Contour File	AUTOCAD (Other formats may be available upon request)
Digital Terrain Model File	AUTOCAD (Other formats may be available upon request)

Planimetric Features will include at least the following:

- Building outlines
- Fences
- Towers
- Runway edges
- Taxiway edges
- Airfield lights
- Apron edges
- Road edges
- NAVAIDs
- Miscellaneous airfield equipment
- Airfield paint markings
- Gates
- Above ground utilities
- Airfield signs
- Vegetation outlines
- Bridges
- Manholes
- Poles

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2.2.2.6 Mapping Edit and GIS Formatting

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, all geospatial-related and/or critical attributes required for upload will be populated. In general terms, the final AGIS file created will include both Safety-Critical and Non-Safety-Critical Data, as shown in **Table 11**.

Table 11
Final AGIS Files Data

Airspace – Safety Critical	
AC -18B Feature	AC -18B Section
Obstacle	5.5.2
Obstruction Area (if applicable)	5.5.3
Obstruction ID Surface	5.5.4
Runway – Safety Critical	
AC -18B Feature	AC -18B Section
Runway end	5.4.26
Runway Profile Points	5.8.6
Centerline Perpendicular Points	5.8.3
Touchdown Zone Elevation	5.8.7
Airport Elevation	5.8.2
NAVAIDS – Safety Critical	
AC -18B Feature	AC -18B Section
Navigational Aids	All applicable – Group 5.10
Planimetric – Non-Safety Critical	
AC -18B Feature	AC -18B Section
Airfield	All applicable – 5.4
Manmade Structures	All applicable – 5.10
Surface Transportation	All applicable – 5.13
Utilities	All applicable – 5.14
Topographic – Non-Safety Critical	
AC -18B Feature	AC -18B Section
Elevation Contour	Section 5.8.10

Final GIS data will meet the following specifications:

- **GIS Data Model Used** – FAA Airports-GIS (AC 150/5300-18B, Chapter 5)
- **GIS Delivery Format** – ArcGIS Shapefile

2.2.2.7 Airports-GIS Data Submission and Final Reporting

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's survey-file-test tool to ensure

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acceptability. A “Final Report” will be generated in accordance with AC 150/5300-18B and submitted with the final project file. RS&H will coordinate with the Airport prior to uploading the final submission to AGIS. Following submission, RS&H will periodically follow up with FAA until the final submission receives approval by NGS. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by the FAA and NGS.

2.2.3 Aeronautical Survey and AGIS Deliverables

RS&H will deliver draft and final products noted in this Task. This task includes the following deliverables:

- Statement of Work Report (for FAA Airports-GIS approval)
- Imagery/Remote Sensing Plan (for FAA Airports-GIS approval)
- Survey Quality Control Plan (for FAA Airports-GIS approval)
- Aerial Photography Acquisition Report (for FAA Airports-GIS approval)
- Part 77 & Obstacle-Clearance-Surface Obstruction/Penetration Data
- Airfield Base-map (Planimetric and Topographic Mapping Data)
- Supplemental Obstacle Data
- Digital Ortho Imagery (0.50’ Resolution)
- FAA Airports-GIS Shapefiles, consisting of:
 - Safety Critical Data (Runway, NAVAID, and Airport Airspace Analysis Data)
 - Non-Safety Critical Data (Planimetric & Topographic Mapping)
- Final Report (for FAA Airports-GIS approval)

2.3 Data Collection

RS&H will collect and review relevant airport and community data necessary to inform analysis of airfield requirements and updating the ALP.

2.3.1 Data Collection and Review

RS&H will collect and review the following data sources and types with Airport staff to determine which information is readily available from the Airport, FAA, Detroit – Airports District Office (ADO), MDOT Aeronautics, and/or other existing sources. Below are examples of resources that will be reviewed if available:

- | | |
|--|--|
| – Airport Master Plan | – Utility infrastructure and master plans |
| – 2022 Airport Layout Plan Update | – Pavement condition and strength reports |
| – Environmental inventories (NEPA resource categories) | – Airfield electrical plans and conditions |
| – Existing Orthophotogrammetry, aerial photography, and Airport CADD files | – Airport capital improvement program |
| | – FAA/MDOT programmed aviation grant information |

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- Airport Business and/or Strategic Plans
- Summary of tenant lease agreements
- Exhibit 'A' Airport Property Map
- Airport property titles and property interests *(provided by the City)*
- Surrounding community parcel map and ownership data
- Airport Master Record Form 5010 (ADIP)
- FAA historical and forecast aviation activity
- Local comprehensive plans
- Existing and future land-use maps
- Michigan Statewide Aviation Forecast Update
- Hazardous material assessments and management plans
- Any legacy soil or groundwater contamination summaries

2.3.2 Existing Conditions Inventory Deliverables

There are no deliverables for the Data Collection task.

2.4 Visioning and Airport System Role Assessment

This task is critical to the development of the ALP because these goals and objectives will shape the future development of airport facilities. This analysis will establish a composite view of what the role of CVX is in the community and the regional/state/national systems of airport. It will also define goals for how the airport should “look” and operate in the future, including facilities, operational and financial practices, and services. It will be a combination of desired improvements to enhance services, as well as necessary improvements to meet FAA design standards and correct operational deficiencies.

This task will identify the CVX system role and vision based on input Airport stakeholders. This task will also help identify the major challenges facing CVX. Input will be obtained during a stakeholder meeting facilitated by RS&H that considers both essential and desired enhancements to services and facilities to meet future needs, improve customer service, provide adequate capacity needs, attract airport business, and maintain existing infrastructure. The goals and objectives will establish the framework by which alternatives will be developed, evaluated and refined.

2.4.1 Visioning Charrette

RS&H will prepare for and conduct one (1) half-day stakeholder visioning charrette. Airport leadership/key staff are requested to attend the charrette as primary contributors, but key airport stakeholders are encouraged to participate as well. The charrette will include discussions regarding development, compliance, financial, operational, community, environmental, and management goals and objectives for CVX. RS&H will meet with airport staff in advance to establish the agenda and coordinate other logistical factors associated with the visioning

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charrette. RS&H will send two (2) team members, for one (1) half-day, and utilize one (1) site visit to conduct this task.

2.5 Airfield Requirements

RS&H will assess the ability of existing airfield facilities at the Airport to accommodate the FAA-approved critical design aircraft and to identify what improvements may be needed. Emphasis will be placed on the elements where the Airport has identified specific goals. FAA AC 150/5300-13B, *Airport Design*, will be referred to provide guidance on airfield deficiencies and inform alternatives to correct non-standard conditions.

Analysis tools to be employed in this task will include appropriate FAA guidelines, best planning practices, standard industry planning factors, and professional judgment. It is important to note that the FAA will review all the data tables that will be displayed on the ALP Data Sheet as part of the Facility Requirements Task and the FAA provided sample data sheets as part of the scoping process.

2.5.1 Calculate/Confirm Runway Requirements

The critical aircraft (see **Task 2.1**) runway requirements will be compared with the characteristics of the existing runways. Runway requirements will be developed to serve existing and forecasted aircraft types during average high temperature conditions in the summer months. Runway lengths will be calculated for typical maximum payloads and for a range of stage lengths. FAA design requirements will be developed for runway widths, strengths, and shoulders. In addition, any Runway Protection Zone (RPZ) incompatibilities and proposed dispositions will be addressed as part of this analysis.

2.5.2 Taxiway System Requirements

Separation and set back clearance standards will be established for use in future airfield layout work. The standards will include runway to taxiway, taxiway-to-taxiway, and runway- or taxiway-to-fixed object separations. An evaluation of aircraft circulation will be conducted to identify areas of safety concern (hot spots), or operational bottlenecks to aircraft circulation. Design standards and best practices described within AC 150/5300-13B will supplement other taxiway design guidance as these facilities are evaluated. Non-standard areas will be identified.

2.5.3 Airfield Requirements Deliverables

RS&H will deliver draft and final products noted in this Task. A draft working paper, documenting the results of the airfield requirements effort performed under this task, will be prepared. Narrative developed in this task will include supporting tables, charts, and other graphics, as appropriate. The draft report will be reviewed to ensure quality, accuracy, and consistency. The technical memorandum will be distributed to airport staff for review. Comments received will be reviewed and incorporated (as appropriate) into a complete

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technical memorandum which will be integrated into the final ALP Update narrative report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews.

To the maximum extent possible, RS&H will distribute deliverables as electronic documents via email, file sharing site (such as Microsoft Teams), or electronically stored files (USB drives). Distribution of paper copies will be minimized.

Deliverables are as follows:

- Airfield Requirements Narrative Report

2.6 Runway Safety Area Inventory and Determination

This RSA Inventory Task will be prepared in accordance with all appropriate FAA documents including Orders, guidance, Advisory Circulars, and other appropriate documents including:

- ARP SOP 8.00 *Runway Safety Area Determination*
- Order 5200.8, *Runway Safety Area Program*
- Order 5200.9, *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems*
- Order 5100.38, *Airport Improvement Program Handbook*
- Order 5300.1, *Modification to Agency Airport Design, Construction and Equipment Standards 14 CFR*
- Part 139.309, *Safety Areas*
- AC 150/5300-13B, *Airport Design*
- Engineering Brief 91, *Management of Vegetation in the Airport Environment*
- AC 150/5220-22, *Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns*

2.6.1 Meetings

No onsite meetings are planned for this task. One (1) coordination meeting is anticipated for this task to be conducted via virtual conference call between RS&H and Airport staff.

2.6.2 Runway Safety Area Inventory

RS&H will collect and record the Runway Safety Area Inventory per Appendix 1, *Runway Safety Area Database* from FAA Order 5200.8 guidance. Data collected will include the current RSA length and width, RSA length extending beyond each runway end, and the applicable RSA standards. Additionally, all objects within the area that comprise a standard RSA shall be documented.

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2.6.3 Topographic Survey

Topographic survey data will be coordinated and managed as an element of the AGIS ground survey. All survey activities will be coordinated with Airport staff and RS&H shall coordinate/review with the surveying subconsultant specific survey needs such as topographic, profile and cross-sectional data. The topographic survey shall be performed and submitted in accordance with Airport, FAA, and MnDOT CAD/GIS and Survey standards. Base mapping shall be developed based on topographic survey and will serve as the basis for preliminary, pre-final, and final plan drawings.

2.6.4 Runway Safety Area Analysis and Determination

RS&H will review topographic information along with site survey data to complete the RSA analysis per FAA Order 5200.8. This analysis will identify and document any objects in the RSA such as NAVAIDs, buildings, roads, poles, trees, etc., as well as potentially hazardous ruts, humps, depressions, or other surface variations. Any objects higher than 3-inch above grade shall be noted and documented as to frangibility. Other objects, such as manholes, shall be reviewed to determine if they can support the load of an aircraft.

RSA data will be evaluated against the FAA AC 150/5300-13B, *Airport Design* for Runway Safety Area Standards. (It is important to note that the FAA, not RS&H, makes determinations as to whether the RSA meets FAA standards.) RS&H will document any RSA deficiencies that are found with the use of graphics, tables, and a brief narrative. RS&H will collaborate with the FAA throughout this process as the FAA make's a determination.

Ultimately, the FAA will recommend one of the following determinations:

- RSA Meets Standards
- The Existing RSA Does not meet standards, but it is practicable to improve the RSA so that it will meet current standards.
- The existing RSA can be improved to enhance safety, but the RSA will still not meet current standards.
- The existing RSA does not meet current standards, and it is not practicable to improve the RSA.

2.6.5 Identify and Evaluate Potential RSA Improvements

RS&H will identify and evaluate potential improvement alternatives that could be used to resolve the identified RSA deficiencies. The alternatives will be evaluated primarily using a qualitative approach, which will consider criteria such as balancing safety, operational efficiency, airfield capacity, environmental impacts, design standards, airfield delay, natural constraints, airfield operations, and financial feasibility.

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2.6.6 RSA Solution Recommendation

RS&H will review the results of the evaluation and will present the results in a manner that facilitates comparisons between the various alternatives. A list of recommended financially feasible improvements will emerge from this process.

2.6.7 Develop RSA Solution Implementation Plan

RS&H will, in consultation with Airport staff, MDOT, and FAA, assign improvements in the recommended implementation plan. It is important to note that this task should not begin until after the RSA Determination is made by the FAA. Each improvement will be individually described in sufficient detail to describe the nature and purpose of the project, project elements and costs, identify potential conflicts with other projects, identify projects that must occur to enable completion, and justification for the project. RS&H will include RSA projects and planning level cost estimates within the updated CIP as necessary to support the RSA Implementation Plan.

2.6.8 RSA Determination Deliverables

RS&H will prepare a brief technical memo, documenting the results of the RSA Inventory effort performed under this task, including supporting tables, charts, and other graphics, as appropriate. The draft memo will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to Airport and FAA staff for review. Comments received will be reviewed and incorporated (as appropriate) into a completed memo which will be integrated into the final ALP narrative report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews. *It is important to note that the RSA Determination Task must occur well before the ALP Update Task begins.*

To the maximum extent possible, RS&H will distribute deliverables as electronic documents via email, file sharing site (such as Microsoft Teams), or electronically stored files (USB drives). Distribution of paper copies will be minimized.

Deliverables are as follows:

- RSA Inventory/Determination Memorandum

3 Solutions and Implementation

3.1 Identification and Evaluation of Airfield Alternatives

The solutions phase of the study entails developing, evaluating, and selecting airfield development alternatives that meet the needs identified in the facility requirements and fulfill the goals and objectives of the Airport.

3.1.1 Establishment of Evaluation Criteria

RS&H will provide guidance to Airport staff on recommended airport facility alternatives evaluation criteria and coordinate with Airport staff to refine them, as necessary. Evaluations will be limited to no more than ten (10) criteria for concept evaluation.

3.1.2 Identification of Facility Alternatives

Overall runway/taxiway configuration issues per FAA AC 150/5300-13B design criteria will be the focus of this analysis. Since configurations for airfield elements are dependent upon one another, up to three (3) comprehensive airfield configurations (including all the following listed elements) will be analyzed and evaluated as part of the development alternatives process. Any airfield concepts identified will be optimized and evaluated with respect to a range of factors, including estimated taxi time, safety considerations, assumed environmental impacts, terminal/landside operational effectiveness, flexibility and expandability issues, construction/phasing issues, utility requirements, and capital costs. The focus of the airfield alternatives analysis will be on the following airfield components and document the analysis within the narrative report:

- **Runway Alternatives** – No runway extension need is anticipated for either runway. Runway requirements will be required based on the FAA-approved critical aircraft. *Runway extensions based on military aircraft performance needs will not be analyzed as part of this assignment. An additional scope of work would be required to assess airfield alternatives to address airfield needs/alternatives driven by military aircraft.*
- **Taxiway Alternatives** – Taxiway alternatives will be developed to address any geometry concerns identified in the airfield requirements analysis.
- **NAVAIDs and Lighting Alternatives** – Airfield alternative impacts to NAVAIDs and lighting will be considered as appropriate. Alternatives for new NAVAIDs and lighting are not being considered in this analysis.
- **Apron and Vertical Takeoff/Landing Alternatives** – Airfield alternatives for siting new advanced air mobility (AAM) powered-lift category aircraft pads and apron facilities for traditional fixed wing aircraft and helicopters will be integrated into planning considerations.

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- **Airport Supporting Facilities Alternatives** – Need for aircraft hangars, airport maintenance, snow removal equipment storage, and aircraft fuel storage will be estimated and sited to align with airport land use preferences.

3.1.3 Airfield Alternatives Charrette

One (1) onsite planning charrette will be held for this task for up to four (4) hours. The charrette will include two (2) RS&H team members to meet with Airport staff and discuss possible alternative development options. The FAA Community Planner and MDOT will also be invited to participate.

The process of identifying alternatives will be iterative, beginning with the identification of a broad range of possibilities. RS&H will develop planning level sketches of the preliminary alternatives to support this collaborative broad-view approach. This broad-view approach will be narrowed through the discussions and final alternatives for analysis be refined in subsequent steps.

It is important to note that the alternatives process will include only high-level considerations for environmental impacts under the National Environmental Policy Act because no environmental inventory is being performed as part of the ALP Update.

3.1.4 Evaluation of Alternatives

Airfield alternatives identified will undergo evaluation using the previously described development evaluation criteria (see **Task 3.1.1**). The evaluation will be high level assessment based on aviation industry best practices and professional judgement. The evaluation of alternatives is anticipated to include elements such as operational efficiency and conformance with safety and security requirements. A preferred airfield alternative will be selected as the optimal development plan during this process and incorporated into the Airport Layout Plan set.

3.1.5 Airport Facility Alternatives Deliverables

RS&H will deliver draft and final products as noted throughout this Task. A draft working paper, documenting the results of the airfield alternatives analysis effort performed under this task, will be prepared. Narrative developed in this task will include supporting tables, charts, and other graphics, as appropriate. The draft report will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to Airport and FAA staff for review. Comments received will be reviewed and incorporated (as appropriate) into a completed working paper which will be integrated into the final report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews.

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To the maximum extent possible, RS&H will distribute deliverables as electronic documents via email, file sharing site (such as Microsoft Teams), or electronically stored files (USB drives). Distribution of paper copies will be minimized.

Deliverables are as follows:

- Identification and Evaluation of Airfield Alternatives Working Paper

3.2 Project Phasing, Cost Estimates, and CIP Development

The purpose of this task is to identify the funding sources available to support the planned Capital Improvement Program (CIP) for the Airport and to determine the general financial feasibility of the Airport undertaking and implementing its planned capital program. Potential funding sources for the planned capital development may include, but not be limited to, federal grants (both entitlement and discretionary); state grants; general airport revenue bonds; Airport funds; and others, which may include third-party grants and financing, special facility financing, etc. The determination of the preferred funding source strategy will be based, in part, on a reasonable professional judgement of the availability of each funding source; market conditions and the ability of the Airport to access any source; financial impacts to the operators serving the Airport; and Airport policies and preferences.

3.2.1 Phasing Plan

A phasing plan for the 5-year, 10-year and 20-year planning horizons will be prepared for the preferred airfield development program with consideration to an estimated ability for the City of Charlevoix to finance projects. *It's important to note that only a basic degree (based on professional judgment) of financial analysis is being performed to assess the City's full ability to fund proposed airfield improvements and only high-level estimates for anticipated federal, state, and local participation can be programmed into the Capital Improvement Program (CIP).*

Once concurrence is achieved with Airport staff for the preferred airfield development program, rough order-of-magnitude (ROM) cost estimates will be prepared (See **Task 3.2.2**). *Although a full financial analysis is not being performed, the phasing plan will be developed using industry best practices and professional judgement on ensuring operational viability and financial feasibility of implementation.*

3.2.2 Prepare Rough Order-of-Magnitude Project Cost Estimates

RS&H will prepare ROM cost estimates for each project in the recommended CIP for the 20-year planning horizons. Basic project descriptions will be provided to support the Airport in creation of grant applications. ROM cost estimates will be prepared on a cost-per-area basis using current year dollar values (no adjustment for potential cost inflation will be made). The estimates

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will be prepared with sufficient detail to provide the level of confidence expected for use in the Airport's financial planning, capital programming, and CIP implementation initiatives.

3.2.3 Project Phasing, Cost Estimates, and CIP Development Deliverables

RS&H will deliver draft and final products as noted throughout this Task. A draft working paper, documenting the results of the Project Phasing, Cost Estimates, and CIP Development Deliverables analysis effort performed under this task, will be prepared. Narrative developed in this task will include supporting tables, charts, and other graphics, as appropriate. The draft report will be reviewed to ensure quality, accuracy, and consistency. The working paper will be distributed to Airport and FAA staff for review. Comments received will be reviewed and incorporated (as appropriate) into a completed working paper which will be integrated into the final ALP narrative report. This task includes finalizing task analysis, document preparation, final revisions, and quality control reviews.

To the maximum extent possible, RS&H will distribute deliverables as electronic documents via email, file sharing site (such as Microsoft Teams), or electronically stored files (USB drives). Distribution of paper copies will be minimized.

Deliverables are as follows:

- Project Phasing, Cost Estimates, and CIP Development Working Paper

4 Documentation

4.1 Airport Layout Plan Set

The Airport Layout Plan (ALP) drawings, as the record drawing set used for guidance and funding of airport improvements, will be updated to reflect existing and recommended improvements per the study's preferred development program for CVX. The ALP set will be prepared in accordance with the standards set forth in the following national FAA guidance:

- AC 150/5300-13B, *Airport Design*
- 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*
- FAA ARP SOP 2.0 *Standard Procedures for FAA Review and Approval of Airport Layout Plans (ALPs)*, October 1, 2013
- FAA SOP 3.00, *FAA Review of Exhibit 'A' Airport Property Inventory Maps*, October 1, 2013

4.1.1 AGIS Integration (Integration into ALP)

RS&H will integrate the new planimetrics and topographic data collected, surveyed, and data developed as part of the AGIS component of this study (see **Task 2.2**) project into the Airport Layout Plan drawing set.

4.1.2 Airport Layout Plan Drawing Set

RS&H will comply with the requirements contained within resources listed in **Task 4.1**. RS&H will incorporate MDOT design standards, as relevant and appropriate, into each drawing sheet of the ALP set. All drawing sheets will be on standard 24-inch by 36-inch sheets and will be included in a reduced size format (11-inch by 17-inch) within the Airport ALP Update narrative report. *It is important to note that airfield project phasing will be incorporated into the ALP narrative report (see Task 3.2.3).* Drawing sheet block/border sheets and electronic file layering organization will be established by RS&H in consultation with the Airport staff. *It is important to note that no new noise contours will be developed as part of this study. No instrument departure procedures currently exist at CVX; therefore no departure surface sheets are required as part of this scope of work. Airport property road access is provided via multiple roads connecting to Highway US-31, with primary airport facility access being Airport Drive. No ALP sheet for Airport Access Plans is included in this scope of work.*

Below is a description of the seventeen (17) ALP drawings proposed as part of the ALP Update, as is typical for airports comparable type, size, and complexity of CVX. During the development of the ALP set, additional sheets are occasionally necessary to illustrate the information effectively. For this reason, this task will accommodate up to eighteen (18) total sheets, as are necessary to meet needs for adding clarity to information provided on the following listed sheet,

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to be reasonable within this scope of services. *No new sheets will be created outside of the scope of what is listed in the following sections.*

The following ALP sheet descriptions provide a summary of individual ALP sheet expectations. As previously stated, all ALP sheets will be developed according to FAA ARP SOP 2.0, *Standard Procedures for FAA Review and Approval of Airport Layout Plans (ALPs)* (October 1, 2013) and FAA SOP 3.00, *FAA Review of Exhibit 'A' Airport Property Inventory Maps* (October 1, 2013). A completed FAA ARP SOP 2.0, Appendix C, *ALP Review Checklist*, will be submitted with the ALP Drawing Set.

4.1.2.1 ALP Sheet 1: Cover Sheet

This sheet depicts the Airport sponsor, public officials, and key Airport staff. It will also contain an airport location and vicinity maps and drawing sheet index.

4.1.2.2 ALP Sheet 2: Airport Data Sheet

This sheet includes airport data tables regarding critical airport facilities, design standards, and wind data.

4.1.2.3 ALP Sheet 3: Airport Layout Drawing (Existing)

This sheet depicts existing airport facilities, topography, critical aircraft design standards, and survey data.

4.1.2.4 ALP Sheet 4: Airport Layout Drawing (Future)

This sheet depicts existing and future airport facilities, topography, critical aircraft design standards, and survey data.

4.1.2.5 ALP Sheet 5: Existing/Future Building Layout (East Side)

This sheet depicts close-in features of the east side airport complexes (terminal area) as consistent with the ALP drawing. This drawing will show existing facilities and proposed development concepts within the area surrounding the Airport's general aviation facilities. The drawing will provide detailed reference to building, apron/ramp and auto access features, and descriptions of geometric dimensional areas, safety setbacks and separation standards. The drawing includes a general note section, building elevation table, and reference to design standards.

4.1.2.6 ALP Sheet 6: Existing/Future Building Layout (West Side)

This sheet depicts close-in features of the west side airport complexes as consistent with the ALP drawing. This drawing will show existing facilities and proposed development concepts within the area surrounding the Airport's general aviation facilities. The drawing will provide detailed reference to building, apron/ramp and auto access features, and descriptions of geometric

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dimensional areas, safety setbacks and separation standards. The drawing includes a general note section, building elevation table, and reference to design standards.

4.1.2.7 ALP Sheets 7 and 8: CFR Part 77 Airspace Surfaces Drawing

These sheets depict the future imaginary airspace surfaces for CVX in accordance with 14 CFR Part 77 criteria. This drawing may be used by Airport staff for height zoning controls. All horizontal, conical, approach and transitional surfaces will be depicted in a plan view, along with an isometric sectional view of the airport's airspace surfaces. These surfaces will be combined with an airport base map or USGS quadrangle maps.

4.1.2.8 ALP Sheets 9 – 12: Inner Portion of the Approach Surface Drawing (Existing/Future)

These sheets depict existing and future runway ends/thresholds with the Runway Protection Zones (RPZs) and approach profiles. Existing and potential obstructions to runway approach surfaces and air navigation will be identified. Topographic information will be depicted. Obstruction coordinates will be shown in latitude and longitude format, per FAA AC 150/5300-18B. RS&H will provide obstruction information to the plan, profile, and data tables which are getting close to penetrating an airspace surface. This data will be used to project when an object may become a penetrating obstruction and inform mitigation projects considered during CIP development.

4.1.2.9 ALP Sheet 13: Existing On-Airport and Off-Airport Land Use Plan

This sheet depicts the existing land uses based on any changes since the 2021 Airport Layout Plan update was prepared.

4.1.2.10 ALP Sheet 14: Future On-Airport and Off-Airport Land Use Plan

This sheet depicts the future on- and off-airport land use plan by incorporating existing future land use plans and land-use controls from adjacent government jurisdictions and the proposed development concept for CVX.

4.1.2.11 ALP Sheet 15: Utility Plan

This sheet will depict all readily available data provided by the city for existing water, gas, stormwater facilities, and electric utility runs on Airport property. Proposed utility runs and stormwater facilities will be depicted based on what is required to service future Airport development as well as what is able to be provided by Airport staff.

4.1.2.12 ALP Sheets 16-17: Exhibit 'A'/Airport Property Map

(See **Task 4.1.4** Exhibit 'A' – Airport Property Map)

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4.1.3 Obstacle Action Plan

The August 18, 2015, FAA memorandum Reminder for Responsibilities for FAA Personnel and Airport Sponsors for Protecting Approach and Departure Surfaces supplements AC 150/5300-13B, *Airport Design*, with the requirement to develop/update an Obstacle Action Plan (OAP). This ensures the Airport can maintain clear runway approach and departure surfaces. FAA is responsible for reviewing (but does not approve) an OAP.

Using the latest survey gathered during this ALP update, RS&H will develop an OAP to act as a supplement to ALP obstruction disposition tables created as part of the ALP drawing set. The OAP will be a brief narrative summary plan to maintain clear surfaces, referencing any obstacles identified on the ALP as penetrating existing TERPS approach and departure surfaces (per FAA Order 8260.3G) with phases necessary to accomplish the mitigation of obstacles to the maximum extent possible. A table(s) will be created to identify on- and off-airport obstacles and growth analysis will be performed according to Engineering Brief 91 and AC 150/5300-13B.

4.1.4 Exhibit 'A' – Airport Property Map

This task includes the preparation of an Exhibit 'A' Airport Property Inventory Map in compliance with FAA ARP SOP 3.00, *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps*. The Exhibit 'A' will include existing and proposed land acquisition in both fee and easement. Data provided in the most current Exhibit 'A' update will be included in the data table. The table will be updated with information related to parcels purchased since the last ALP update as provided by the Airport.

Obtaining owner and encumbered reports for airport parcels, as readily publicly available and provided by the city of Charlevoix, are included in this work scope, and encumbrance and all the pertinent information obtained from the reports will be noted. The airport sponsor will provide the state and/or FAA project number related to the state or federally funded existing airport property. Any state or federal obligations related to each parcel will also be documented. In some cases, the federal grant and parcel name/numbers may not match the FAA's recorded information. It is anticipated that collaboration between RS&H and FAA will be necessary during this task. Existing and future property will be identified by parcel number, acres, current owner, type of purchase, and date of purchase. Additionally, the Exhibit 'A' map will note any possible encroachments including areas of unrecorded uses and/or where rights appear present and any released property interests will also be noted.

It is important to note that since no land use analysis is being performed as part of this ALP Update, the Exhibit 'A' Airport Property map will not include future land acquisition parcels that are not already reflected on the most current Exhibit 'A' map. Additionally, the scoped level of effort to complete this Exhibit 'A' Airport Property Map is not intended to be exhaustive for

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completing all potential missing data. It is possible and likely that this analysis is unable to fully identify all information required to completely meet FAA ARP SOP 3.0 standards. Any information which is unable to be obtained through coordination with the Airport and/or FAA will be documented to inform the scope of work for a future work effort capable of fully completing the Exhibit 'A' Airport Property Map.

4.1.4.1 Base Section Mapping

RS&H will set up the base section mapping for the Exhibit 'A'.

4.1.4.2 Organization of Title Work Files

RS&H will organize the title work information and files provided by the Airport sponsor, state, and FAA. It is important to note that all records will be shared with the FAA so that draft Exhibit 'A' can be reviewed by FAA. In addition, the naming/folder convention should be organized such that the data can be tracked with the naming convention in the Exhibit 'A' drawing. A final version of these electronic deliverable will also be delivered to the FAA during this task.

4.1.4.3 ALP Sheets 16-17: Exhibit 'A'/Airport Property Map – Sheet Layout and Table Preparations

RS&H will depict airport property interests consistent with the existing and future Airport Layout Plan drawing. This drawing documents past airport land acquisition, including fee-simple and easement tracts. The Exhibit 'A' will be updated to include parcels acquired, or disposed of, since previous updates. Airport staff will provide necessary parcel information (e.g., parcel number, parcel ID, owner, volume/page recorded, acreage, date of transfer, federal aid project number, grantor) and metes and bounds descriptions (if available) to update this drawing sheet. RS&H will review these records provided by the City of Charlevoix. No independent research will be conducted by RS&H to obtain missing information.

4.1.5 FAA and MDOT Reviews

An FAA ALP Checklist will be completed consistent with both FAA ARP SOP 2.00, *Standard Procedure for FAA Review and Approval of ALPs*, effective October 1, 2013, and FAA ARP SOP 3.00, *Standard Operating Procedures for FAA review of Exhibit 'A' Airport Property Maps*, effective October 1, 2013. Both checklists will accompany the ALP drawing sets as part of the Sponsor and agency review process. The checklists provided in the SOP will document completion of mandatory items, and Sponsor's concurrence with key decisions-making in arriving at the developments as depicted on the ALP drawings, including supporting attachments.

The draft ALP drawings will be submitted to Airport staff for preliminary review prior to submitting them to the FAA for concurrence with overall planning recommendations. Following Airport staff acceptance, the draft ALP set will be submitted to FAA and MDOT for formal review and airspace processing. Once the Detroit ADO is satisfied with the ALP, it will likely take a

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minimum of 60 days to get through the airspace review process. Therefore, RS&H will budget for approximately 120 days to complete the overall ALP review by the FAA. It is important to note that a delay in the FAA review will result in the overall project schedule to be extended. *It is important to note that FAA review time is not within the control of RS&H and shall not be counted against RS&H as not meeting an agreed upon schedule. RS&H will, however, continue monitoring ALP review and approval process and follow-up with agencies as appropriate during any potential review delays.* Any changes or modifications to the ALP resulting from the completion of development projects during the FAA review process will be noted by revision with responses/actions taken to be filed for record-keeping and coordination purposes. Once final comments are addressed, the final ALP will be transmitted to the Airport sponsor for signature. The signed ALP will be transmitted to the FAA for approval.

4.1.6 Airport Layout Plan Set Deliverables

Transmittal packages will be prepared for submittal of the draft ALP (including all necessary FAA ARP SOP checklists with the ALP Update narrative report) to Airport staff and FAA for review/comment. This first draft will be revised as necessary based on provided comments and resubmitted as the final draft ALP to the FAA for airspace review, consistent with FAA Detroit ADO and MDOT Aeronautics procedures. After airspace review, the ALP will be revised as necessary based on provided FAA airspace comments and resubmitted as the final ALP to be circulated for signatures. The following four (4) packages will be created for the Airport ALP sets and may be delivered at different intervals as agreed upon with the Airport during the planning process. FAA requires only an electronic copy review and final deliverable of the approved drawings. In addition, the FAA requires the ALP CAD files for approved drawings.

4.1.6.1 Preliminary Draft Set

RS&H will submit the First Package (Preliminary Draft) electronically to Airport staff for review and comments. Airport staff comments will be addressed for completion of the second package submittal.

- Transmittal Letter
- Electronic Adobe PDF version of ALP set. The PDF versions will be delivered by an electronic file delivery service such as Microsoft Teams.
- All applicable FAA ALP review checklists

4.1.6.2 Draft ALP Set

RS&H will submit the second package (Second Package: Draft ALP) electronically to Airport staff, FAA Detroit ADO, and MDOT Aeronautics for review and comments. Airport staff, FAA, and MDOT comments will be addressed for completion of the third package submittal.

- Transmittal Letter
- All Applicable FAA ALP Review Checklists

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- Electronic Adobe PDF version of ALP set. The PDF versions will be delivered by an electronic file delivery service.

4.1.6.3 *Final Draft ALP Set*

RS&H will submit FAA Airspace Review Package (Third Package: Final Draft ALP) electronically to Airport staff, FAA Detroit ADO, and MDOT Aeronautics for review and comments.

- Transmittal Letter
- All Applicable FAA ALP Review Checklists
- Electronic Adobe PDF version of ALP set. The PDF versions will be delivered by an electronic file delivery service.

4.1.6.4 *Final Signed ALP Set*

RS&H will revise as necessary and submit the fourth package (Final, Signed ALP) to the Airport Staff, FAA Detroit ADO, and MDOT Aeronautics.

- Transmittal Letter
- All Applicable FAA ALP Review Checklists
- PDF version of ALP set. The PDF versions will be delivered by an electronic file delivery service.
- Three (3) print copies of the Final, Signed ALP will be returned to the Airport Sponsor
- Original, electronic ALP files includes all relevant CAD/GIS files will be delivered by an electronic file delivery service.

The ALP Approval letter received from the FAA will be incorporated into the ALP Cover Sheet. Required signatures on the ALP Cover Sheet will be scanned and incorporated along with the FAA approval block scanned and incorporated onto the Airport Layout Plan Drawing.

Deliverables are as follows:

- Airport Layout Plan Sheet Set
- Exhibit 'A' Airport Property Map
- Obstacle Action Plan Memorandum
- Part 77, RSA, ROFA, and RPZ Linework Converted to .kmz/.kml Format (Google Earth)

4.2 Final Project Documentation

RS&H will consolidate, refine, and format the previously prepared Technical Memorandums and Working Papers into a single comprehensive document, which will be called the Airport Layout Plan Update Report. The Airport Layout Plan Update Report will be documentation supporting the changes shown on the Airport Layout Plan. A comprehensive draft report will be prepared

CVX Airport Layout Plan Update Scope of Services

for Airport final review and approval. RS&H will coordinate with Airport staff regarding revisions and one (1) round of revisions will be completed prior to finalizing the report.

All final documents will be provided in electronic Adobe PDF format suitable for distribution, printing, and upload to the Airport's website. Three (3) paper copies of the ALP Update narrative report and a digital "print ready" PDF version will be provided for distribution. Additionally, FAA will receive electronic copies of all final deliverables for the Airport Layout Plan Set, and Exhibit 'A' Airport Property Map. All files will be provided via a file transfer service, such as Microsoft teams, for electronic delivery.

Deliverables are as follows:

- Airport Layout Plan Final Narrative Report

5 Project Management and Coordination

5.1 Project Administration

This task describes the administration and coordination of the Airport ALP Update effort.

5.1.1 Task Management, Coordination, and Quality Control

RS&H will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the team's efforts, including assembly and coordination of all documentation throughout this Task. Task management will occur on an ongoing basis supported by a one-page monthly report to the Airport Project Manager that summarizes project activities, status, next tasks, and issues requiring resolution. Internal project controls will be established to monitor project expenditure and project efforts monthly to ensure sufficient progress is being made commensurate with staff effort.

RS&H will conduct bi-weekly internal in-person/video-teleconference coordination meetings among the team to review the status and progress of each task, schedule, and budget performance. RS&H will conduct in-house quality control reviews of all draft deliverables outlined in this section, prior to delivery. RS&H will follow their internal Standard Operations Procedures Section 3.0, *Project Management and Quality*.

5.1.2 Project Organization, Management, and Collaboration Tools

RS&H will use a universally accessible platform (such as Microsoft Teams) for exchanging information, electronic data files, and deliverables as well as tracking project status throughout the Airport ALP Update. The site will be used exclusively for working and collaborating in real-time on the project. This real-time collaboration workspace platform will let the team members and outside partners track important project details and resources. Site access will be limited to team members specifically approved by the RS&H project manager. This platform will be used to establish coordination protocol and facilitate the execution of all elements of the ALP Update, acting as a central source for project information. RS&H will apply thoughtfully designed internal documentation standards. At a minimum, the site will contain the following information:

- Project team contacts (RS&H, Airport staff, and others approved by project manager)
- Scope of services
- Project schedules (current and archived)
- Documents, meeting notes, and vital correspondence
- Final project deliverables

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5.1.3 Project Team Coordination

RS&H will host monthly video conference call coordination meetings among the team members and Airport staff to review the status and progress of each task, schedule, and budget performance. A maximum of eighteen (18) meetings and/or video conference calls are anticipated as part of the CVX ALP Update. Each of these team coordination meetings were included within each proceeding project task, and the effort will be evenly distributed throughout each of the "Team Coordination" tasks.

5.1.4 Regulatory Agency Coordination

RS&H will attend up to three (3) FAA and MDOT coordination meetings via virtual conference call to present the technical analysis at key milestones throughout the study. These meeting milestones will likely include:

- Critical aircraft validation
- Capital Improvement Programming review
- Airport Layout Plan and Exhibit 'A' Airport Property Map review

5.1.5 Project Status Reports

RS&H will provide the Airport project manager, and others as directed, with a monthly bullet point summary of project progress/status as it relates to project schedule, upcoming milestones, and action items as well as any challenges that may affect timing/delivery of the ALP Update. Up to twenty (20) progress reports will be provided as part of the Airport ALP Update.

5.1.6 Project Budget

RS&H has given careful attention to the development of the scope of work for this ALP Update with narrative report and matched the necessary effort to each scope item. This scope has been designed to allow the Airport sponsor, RS&H, and the FAA to develop a budget that meets the goals and objectives of the study. The budget status will be updated and managed monthly to allow reporting of work completed to date as compared to budget expended to ensure all services are completed within the approved budget. It must be noted that federal planning grants cannot be amended to cover additional costs that might occur after the grant is executed. Additional work that has not been scoped would require a new planning grant. The RS&H project manager will actively monitor and make budget adjustments monthly throughout the entire project. Therefore, up to sixteen (16) budget adjustments will be conducted as part of the ALP Update.

5.1.7 Project Schedule

RS&H has gathered calendar information from appropriate team members and established a proposed ALP Update schedule. The schedule will be refined as necessary throughout the planning process and will include all meetings, task completion dates, major milestones, and

CVX Airport Layout Plan Update Scope of Services

other pertinent information. The refined schedule will clearly indicate decision points, beyond which, work cannot proceed without FAA and/or Airport staff review and approval. Items anticipating FAA, MDOT and/or Airport staff review and approval include critical aircraft determination, technical memorandums, working papers, Airport Layout Plan sheets, and other items as noted previously in this scope or work. It is anticipated that the Project Manager will actively monitor and make schedule adjustments on a monthly basis throughout the entire project. Therefore, it is anticipated that there will be eighteen (18) minor schedule adjustments conducted as part of the ALP Update.

The following assumptions have been made for this scope of work:

- Adherence to the project schedule is contingent upon Airport staff providing written comments to the planning team within two (2) weeks of submittals.
- Adherence to the project schedule is contingent on receiving all items from Airport staff and FAA listed in each task within the allotted review time.
- The CVX ALP Update and narrative report is anticipated to take 18 months, pending prompt review of deliverables by Airport staff, FAA, and MDOT.

5.1.8 Project Invoicing

RS&H will provide monthly invoices to the Airport for approval and processing. Invoices will be sent with the most recent project status report. It is anticipated that there will be a total of eighteen (18) invoices prepared as part of the CVX ALP Update.

5.1.9 Explicit Project Exclusions

The following items are explicitly excluded from this scope of work:

- Airport master plan
- Terminal planning
- Public involvement for planning assignments
- Simulation or 3D models for elements such as terminal, airfield, landside, or airspace
- Economic development study
- Land use planning and/or airport zoning study
- Tenant and/or user meetings, surveys, and interviews
- Financial planning
- Stormwater and Drainage Plan, Stormwater Pollution and Prevention Plan (SWPPP) and/or Spill Prevention, Containment, and Cleanup Plan (SPCC)
- Deicing study (capture, containment, conveyance, storage, disposal)
- Land releases, Section 743 review (recently replaced Section 163)
- Noise studies (ex., Part 150 or Part 161)

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- NEPA Environmental Review (CatEx, EA, or EIS) and/or Environmental permit processing
- Emerging trends analysis (such as AAM/UAM, electrification, automation, renewable energy systems, etc.)
- Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) and 7460's
- Business plans or minimum standards development
- Air service development or market studies
- Air Traffic Control Tower Siting Study
- Sustainability and resiliency master planning

5.1.10 Additional Services to be Identified

This scope includes the opportunity to suggest any additional services to strengthen the overall study scope. Depending on the final negotiated scope/fee, examples may include items presently excluded from this scope or planning efforts yet to be identified.



A GEOSPATIAL SERVICE PROVIDER

Scope and Fee Proposal

Survey, Photogrammetry & Airports-GIS Services

Charlevoix Municipal Airport (CVX)

05/22/2025

2915 Waters Road Suite 100 Eagan, Minnesota 55121

Tel: 651-686-8424 • www.mtzgeo.com

Scope and Fee Proposal
 Charlevoix Municipal Airport (CVX)
 Survey, Photogrammetry & Airports-GIS Services
 05/22/2025

PROJECT SUMMARY

CLIENT	RS&H
CLIENT CONTACT	Kelsey Reeves
CLIENT ADDRESS	436 S Main St Plymouth, MI 48710
PROJECT LOCATION	Charlevoix Municipal Airport (CVX) Charlevoix, MI

Martinez Geospatial, Inc. (MTZ) will provide **RS&H** with Survey, Photogrammetry & Airports-GIS services in support of an **Airport Layout Plan** at **Charlevoix Municipal Airport (CVX)**.

This scope includes tasks required to comply with FAA Airports-GIS program standards. All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

AC-150/5300-16B (16B)
AC-150/5300-17C (17C)
AC-150/5300-18B (18B)

The FAA Airports-GIS objective for this project is to collect and submit *Safety-Critical* data for the airport. Furthermore, base-mapping (planimetric & topographic data) collected in support of the Airport Layout Plan will be formatted and submitted to FAA Airports-GIS. Specifically, acquisition of data will include an Obstruction Survey/Airport Airspace Analysis, NAVAID inventory & survey, Runway Ends & Profiles survey, and collection (through remote-sensing) of planimetric & topographic data.

MTZ will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, MTZ's approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in **Table 2-1 (Survey Requirements Matrix)** of **18B, Column "Airport Layout Plan."**

MTZ will make maximum use of existing data within the ADIP Portal for CVX, including Obstacle Data with FAA-assigned Identifiers.

PROJECT SPECIFICATIONS

STATE	MICHIGAN
COUNTY	CHARLEVOIX
PROJECT TYPE	AVIATION (AIRPORTS-GIS INCLUDED)
COORDINATE SYSTEM	MICHIGAN STATE PLANE – CENTRAL ZONE
HORIZONTAL DATUM	NAD83
VERTICAL DATUM	NAVD88 (GEOID18)
FIELD-SURVEY PROVIDED BY	MARTINEZ GEOSPATIAL, INC.
MAPPING SCALE	1"=100' & 2' CONTOURS
MAPPING FORMATS REQUIRED	STANDARD CAD w/ DTM and AIRPORTS-GIS
ORTHO RES & PHOTO FORMAT	0.5' GSD, TIF & SID FORMAT



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PROJECT AREA DEFINITION

The total project area consists of three components:

AREA A	Planimetric & Topographic Mapping Limit - This area defines the limit for the compilation of planimetric & topographic base-mapping.
AREA B	Part 77/OCS Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined by FAR Part 77 and AC-150/5300-13B.
AREA C	Airports-GIS Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC-150/5300-18B.

PROJECT TASKS

Project Planning/Project Management/FAA Airports-GIS Coordination/Field-Survey Coordination

MTZ will assist RS&H in developing, submitting, and gaining approval of the “Statement of Work” for the project through the **FAA Airports District Office – Detroit** and the **FAA’s Airport Data Information Portal (ADIP)**. MTZ will also work with RS&H to develop, submit, and gain approval of the following reports required by the FAA-AGIS Program:

- Imagery/Remote Sensing Plan
- Survey Quality Control Plan
- Aerial Photography Acquisition Report / 3D Stereo Imagery

MTZ will provide coordination as necessary with the FAA ADO and FAA Airports-GIS headquarters and will complete all required submissions to AGIS, under the supervision/approval of RS&H.

Aerial Imagery Acquisition

New color aerial imagery will be captured for all areas outlined in the **PROJECT AREA DEFINITION** section of this scope utilizing a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of a single “block” of imagery, as specified below:

IMAGERY RESOLUTION	PURPOSE/USE
10cm	The coverage limit for this imagery is the horizontal extents of AREA A, AREA B & AREA C . This imagery will be utilized for all photogrammetric data collection. Ortho-imagery will also be generated for this area at a resolution of 0.50’ GSD.



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Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

Establish Geodetic Control / Validate existing PACS/SACS (Field Survey)

There are currently one PACS monument and two SACS monuments published in the NGS database for the airport. Surveyors will validate/utilize these monuments to serve as the project tie to the NSRS. If the existing PACS/SACS monuments are determined to be damaged or the validation is unsuccessful the surveyors will establish temporary geodetic control points, as required. Geodetic data will be tied to the NSRS using the latest published adjustment (2011).

Following are the specific PACS & SACS locations to be recovered:

Station Type	Designation	PID	Horizontal Datum	Vertical Datum	GEOID
PACS	VOIXPORT	QK0874	NAD83(2011)	NAVD88	GEOID18
SACS	VOIXPORT AZ MK	QK0875	NAD83(2011)	NAVD88	GEOID18
SACS	CVX A	AI5186	NAD83(2011)	NAVD88	GEOID18

Survey Imagery Photo Control (Field Survey)

Photo-identifiable control points and/or artificial targets will be selected/set and surveyed for use as ground control for aero-triangulation of the new aerial imagery. Imagery control points will be spread throughout the aerial imagery project-area in a geometric pattern conducive to favorable aerotriangulation results. Each imagery control point will be surveyed using RTK survey methods. Imagery Control will be surveyed (properly tied to NSRS) and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the Aerial Photography Acquisition Report. It is anticipated that **20** imagery control points will be required. Per FAA requirements, in addition to the imagery control points, an additional **6** Independent Checkpoints will be surveyed and processed through NGS OPUS.

Aero Triangulation

The newly acquired digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

Create Digital Ortho Imagery

Digital orthophotos will be produced to meet the needs of RS&H and the Airport as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. One set of orthophotos will be produced. Orthophotos will cover the following defined areas and meet the following specifications:

RESOLUTION	COVERAGE LIMIT
0.50' GSD	AREA C (see attached exhibit)

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Runway Surveys (Field Survey)

Field Surveyors will accomplish survey of both runways at CVX (4/22 & 9/27); survey tasks will include survey of runway-end-points/thresholds and runway-profiles. For each runway-end-point/threshold a monument will be set, surveyed, and documented in accordance with AC-150/5300-18B. Runway-centerline profiles will be surveyed utilizing mobile-RTK methodology; final profile data will be extracted at 50-foot stations for FAA Airports-GIS submission. Runway survey data will be utilized for the Obstruction Surveys/Airport Airspace Analysis task. Furthermore, MTZ will identify Airport Reference Point, Airport Elevation, High & Low Elevations of each Runway, and Touchdown Zone Elevations for each runway utilizing the newly surveyed Runway Data. Runway survey data will also be properly formatted by MTZ and reported in both the FAA Airports-GIS deliverable and the CAD base-map deliverable.

NAVAID Surveys (Field Survey)

Surveyors will accomplish field-survey of visual NAVAIDs & meteorological equipment serving the CVX airport. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be properly formatted by MTZ and reported in both the FAA Airports-GIS deliverable and the CAD base-map deliverable. The NAVAID Survey will include the following:

<i>Airport Beacon</i>	<i>9 PAPI</i>	<i>27 PAPI</i>
<i>9 REILs</i>	<i>27 REILs</i>	<i>AWOS</i>
<i>Windsocks</i>		

Airport Airspace Analysis/Obstruction Surveys

18B/AGIS

An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed in order to comply with the requirements of the FAA Airports-GIS Program for projects involving Airport Layout Plans. All available existing obstacle data for CVX will be obtained & downloaded from ADIP; existing obstacle data (relevant to the AGIS Airspace Analysis) will be validated or updated as necessary and incorporated into this project. Existing obstacle data will be reported back to FAA through ADIP, identifiable by assigned FAA-Obstacle-ID. The Airport Airspace Analysis will meet the following specifications:

RUNWAY	AGIS ANALYSIS TYPE
4/22	Runways-With-Vertical-Guidance
9	Runways-With-Vertical-Guidance

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 *Airport Data Features*.

Part 77/Obstacle Clearance Surface (OCS)

An FAR Part 77 and an OCS Obstruction Survey will be performed for all runway ends. Utilizing the digital 3D stereo imagery, the prescribed Part 77 & OCS Obstruction-Identification-Surfaces will be examined and analyzed to identify natural and manmade objects penetrating the surfaces. OCS Surfaces will be based on the requirements of AC-150/5300-13B (Tables 3-2, 3-3, 3-4, and 3-5).

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The Part 77 Obstruction Survey will meet the following specifications:

RUNWAY	PART 77 ANALYSIS TYPE
4/22	Visual-Utility (AV)
9/27	Non-Precision-Instrument-Utility (ANP)

The OCS Obstruction Survey will meet the following specifications (OCS Numbers are taken from AC-13B, Tables 3-2, 3-3, 3-4. and 3-5).

RUNWAY	OCS ANALYSIS TYPE
4/22	OCS 2 (<i>Visual, Small Aircraft, >50 knots approach speed</i>)
4/22	OCS 7 (<i>Departure Surface</i>)
9	OCS 5 (<i>Vertical Guidance, $\geq 3/4$sm Visibility Minimums</i>)
9	OCS 6 (<i>Vertical Guidance Surface</i>)
9	OCS 7 (<i>Departure Surface</i>)
27	OCS 4 (<i>Lateral Guidance, $\geq 3/4$sm Visibility Minimums</i>)
27	OCS 7 (<i>Departure Surface</i>)

Part 77/OCS Collection Criteria

The obstruction-identification-surfaces, defined in the previous section, will be digitally referenced with the 3D Stereo Imagery. Utilizing the 3D imagery, trained technicians will visually examine all surfaces and collect X-Y-Z point data for objects meeting collection criteria. Collected data will then be mathematically analyzed against the surfaces using custom processes to produce a final dataset. Multiple Quality-Assurance processes are performed for obstruction data through the project life cycle to ensure accuracy and completeness. Data will be collected to fulfill the following criteria:

- 1) A single X-Y-Z point will be collected / analyzed for any manmade or natural object penetrating a surface. The point will be placed on the highest point of the object. The X-Y location will correspond to the horizontal position of the highest portion of the object, not necessarily the geometric center or middle of the object.
- 2) Occasionally with Obstruction Surveys, large group of trees or terrain (obstruction area) are found to penetrate a surface and it is not feasible or possible to collect each individual penetration. In these cases, the obstruction area will be outlined with a bounding polygon in order to represent the horizontal extents of the area. A grid will then be overlaid on the obstructing area. Within each grid sector, the highest object will be collected. Within the primary surface, the transitional surface, and within the first 5,000 feet of the approach surface, 100-foot grid spacing will be used. Within 10,000 feet of the approach surface, but outside 5,000 feet, 200-foot grid spacing will be used. 200-foot grid spacing will also be used within the horizontal surface. Outside of 10,000 feet of the approach and within the conical surface, 500-foot grid spacing will be used.

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 05/22/2025

Supplemental Obstacle Collection

For all existing runway ends, MTZ will collect significant manmade and natural objects with no exemptions based on negative penetration value. The horizontal extents of the AC-13B Departure Surface (OCS 7) will be used as the boundary for the collection of this raw data; data collection will be completed in the first 5,000 feet-from-runway-end.

For manmade objects, all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects, such as mailboxes, posts, and utility boxes will be ignored). For roadways (including highways) and railroads, the proper Part 77 offset will be applied according to the type of vehicular traverse way (official Vehicle Service Roads will be included and NAVAID Service Roads will be excluded). For vegetation, significant singular trees will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the extents of the area. A 100-foot grid will be applied and the highest vegetation point within each grid-sector will be collected.

Deliverable Format for Part 77, AC-13B OCS, and Supplemental Obstacle Data

DELIVERABLE	DESCRIPTION
Shapefile and CAD File	These files will contain the following pieces of data: 1) Obstruction Surface Linework 2) Obstruction X-Y-Z Points 3) Obstruction Area Polygon (if applicable) 4) Obstruction Area Grid (if applicable)
Attributes will be included in the Shapefile as Object Data. For the CAD version, attributes will be provided in Spreadsheet Format and can be cross-referenced with the CAD file by Object Number.	Shapefiles will contain the following pieces of object data: • Object type • Northing / Easting / Elevation (MSL) • Latitude/Longitude • AGL Height (as able, for penetrating objects only) • Height-Above-Runway-End • Height-Above-Touchdown-Zone • Height-Above-Airport-Elevation • Distance-to-Runway-End • Distance-From-Runway-Centerline (and direction) • Penetration Value (if applicable) • Surface Affected & Slope (if applicable)

Planimetric & Topographic Mapping Compilation

Utilizing the aerotriangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within **AREA A**. Mapping data will be compiled meeting the following specifications:

PLANIMETRIC DATA SCALE	1"=100' SCALE (CLASS II STANDARDS)
TOPOGRAPHIC DATA SCALE	2' CONTOUR INTERVAL (CLASS II STANDARDS)

MAPPING DELIVERABLE	FORMAT
PLANIMETRIC FILE	AUTOCAD (Other formats available upon request)
CONTOUR FILE	AUTOCAD (Other formats available upon request)
DIGITAL-TERRAIN-MODEL FILE	AUTOCAD (Other formats available upon request)



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 Survey, Photogrammetry & Airports-GIS Services
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The CAD products defined above will be delivered directly to **RS&H** for incorporation into ALP drawings.

Planimetric Features will include (but are not limited to):

Building Outlines	Taxiway Edges	Runway Edges	Apron Edges
Fences	Gates	Bridges	Poles
Towers	Above Ground Utilities	Manholes	Road Edges
Airfield Lights	Airfield Signs	Airfield Paint Markings	NAVAIDs
Misc Airfield Equipment	Vegetation Outlines		

Mapping Edit and GIS Formatting

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, MTZ will be responsible for populating all geospatial-related and/or critical attributes required for upload. In general terms, the final AGIS file created by MTZ will include both Safety-Critical and Non-Safety-Critical Data. This includes the following:

SAFETY-CRITICAL

Airspace

AC-18B Feature	AC-18B Section
Obstacle	5.5.2
Obstruction Area (if applicable)	5.5.3
Obstruction ID Surface	5.5.4

Runway

AC-18B Feature	AC-18B Section
Runway End	5.4.26
Runway Profile Points	5.8.6
Centerline Perpendicular Points	5.8.3
Touchdown Zone Elevation	5.8.7
Airport Elevation	5.8.2

NAVAIDs

AC-18B Feature	AC-18B Section
Navigational Aids	All Applicable - Group 5.10

NON-SAFETY-CRITICAL

Planimetric

AC-18B Feature	AC-18B Section
Airfield	All Applicable - Group 5.4
Manmade Structures	All Applicable - Group 5.10
Surface Transportation	All Applicable - Group 5.13
Utilities	All Applicable - Group 5.14



Scope and Fee Proposal
Charlevoix Municipal Airport (CVX)
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05/22/2025

Topographic

AC-18B Feature	AC-18B Section
Elevation Contour	5.8.10

Final GIS data will meet the following specifications:

GIS DATA-MODEL UTILIZED	FAA Airports-GIS (<i>AC 150/5300-18B, Chapter 5</i>)
GIS DELIVERY FORMAT	ArcGIS Shapefile

Airports-GIS Data Submission and Final Reporting

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA’s survey-file-test tool in order to ensure acceptability. A “Final Report” will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. MTZ will coordinate with RS&H prior to uploading the final submission to AGIS. Following submission, MTZ will periodically follow up with RS&H until the final submission receives approval by NGS. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by RS&H, the FAA and NGS.



Scope and Fee Proposal
Charlevoix Municipal Airport (CVX)
Survey, Photogrammetry & Airports-GIS Services
05/22/2025

DELIVERABLE SUMMARY

- | |
|---|
| 1) Statement of Work Report (for FAA Airports-GIS approval) |
| 2) Imagery/Remote Sensing Plan (for FAA Airports-GIS approval) |
| 3) Survey Quality Control Plan (for FAA Airports-GIS approval) |
| 4) Aerial Photography Acquisition Report (for FAA Airports-GIS approval) |
| 5) Part 77 & Obstacle-Clearance-Surface Obstruction/Penetration Data |
| 6) Airfield Base-map (Planimetric & Topographic Mapping Data) |
| 7) Supplemental Obstacle Data |
| 8) Digital Ortho Imagery (0.50' Resolution) |
| 9) FAA Airports-GIS Shapefiles, consisting of:
A) Safety Critical Data (Runway, NAVAID, and Airport Airspace Analysis Data)
B) Non-Safety Critical Data (Planimetric & Topographic Mapping) |
| 10) Final Report (for FAA Airports-GIS approval) |

AREA A - Planimetric & Topographic Mapping



Red Polygon - Planimetric & Topographic Mapping Limit



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AREA B - Part 77/OCS Airspace Analysis



Blue Polygons - Part 77 Obstruction Surfaces
Green Polygons - 40:1 Departure Surfaces



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AREA C - Airports-GIS Airspace Analysis



Green Polygons - 18B/Airports-GIS Obstruction Identification Surfaces (VG)
Cyan Shaded Area - 0.50' GSD Ortho Imagery Coverage



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Charlevoix Municipal Airport (CVX)
Airport Layout Plan Update Study

Scope of Services (Version 3.0)	HOURS								LABOR COST (\$)
	Project Officers	Project Manager	V-Senior Consultant	III-Plan/Env ALP Design	II-Plan/Env Arch/Eng	I-Plan/Env Arch/Eng	Admin Support	Total Hours	
Total Burdened Billing Rates	\$392	\$298	\$321	\$237	\$183	\$115	\$109		
Task 1: Project Formulation									
1.1 Project Definition									
1.1.1 Project Scope of Services	2	16	-	-	-	-	-	18	\$ 5,552
1.1.2 Project Budget	1	4	-	-	-	-	-	5	\$ 1,584
1.1.3 Project Schedule	1	4	-	-	-	-	-	5	\$ 1,584
1.1.4 Project Management Plan	1	2	1	-	-	-	-	4	\$ 1,309
1.1.5 FAA Coordination	2	2	2	-	-	-	-	6	\$ 2,022
1.1.6 Coordination with Ongoing Capital Projects	-	1	1	-	-	-	-	2	\$ 619
1.1.7 Organizational Project Kickoff Meetings	-	8	8	-	8	-	-	24	\$ 6,416
1.1.8 Deliverables (Scope, Budget, Schedule, Contract)	1	2	2	-	-	-	4	9	\$ 2,066
Task Total	8	39	14	-	8	-	4	73	\$ 21,152
Task 2: Investigation									
2.1 Critical Aircraft Identification	-	-	-	-	-	-	-	-	\$ -
2.1.1 FAA Review	-	1	2	-	-	-	-	3	\$ 940
2.1.2 Critical Aircraft Deliverables	-	4	4	-	28	-	-	36	\$ 7,600
2.2 Aeronautical Survey (Subconsultant Expense - See Expenses)	-	-	-	-	-	-	-	-	\$ -
2.3 Data Collection	-	2	-	-	12	-	-	14	\$ 2,792
2.4 Visioning and Airport System Role Assessment	4	12	12	16	28	-	-	72	\$ 17,912
2.5 Airfield Requirements									
2.5.1 Calculate/Confirm Runway Requirements	-	1	1	4	12	-	-	18	\$ 3,763
2.5.2 Taxiway System Requirements	-	4	4	12	32	-	-	52	\$ 11,176
2.5.3 Airfield Requirements Deliverable	4	4	4	4	16	-	-	32	\$ 7,920
2.6 Runway Safety Area Inventory/Determination									
2.6.1 Meetings	-	1	1	1	1	-	-	4	\$ 1,039
2.6.2 RSA Inventory	-	-	-	2	8	-	-	10	\$ 1,938
2.6.3 Topographic Survey (subconsultant)	-	-	-	-	-	-	-	-	\$ -
2.6.4 RSA Analysis/Determination	-	-	2	2	6	-	-	10	\$ 2,214
2.6.5 Identify and Evaluation Potential RSA Improvements	-	2	2	2	4	-	-	10	\$ 2,444
2.6.6 RSA Recommendation	-	1	1	1	1	-	-	4	\$ 1,039
2.6.7 Implementation Plan	-	-	1	2	8	-	-	11	\$ 2,259
2.6.8 RSA Deliverable	4	4	4	4	16	-	-	32	\$ 7,920
Task Total	12	36	38	50	172	-	-	308	\$ 70,956
Task 3: Solutions and Implementation									
3.1 Identification and Evaluation of Airfield Alternatives									
3.1.1 Establishment of Evaluation Criteria	-	1	1	-	2	-	-	4	\$ 985
3.1.2 Identification of Facility Alternatives	-	4	8	8	16	-	-	36	\$ 8,584
3.1.3 Airfield Alternatives Charrette	2	8	12	12	24	-	-	58	\$ 14,256
3.1.4 Evaluation of Alternatives	-	2	4	8	8	-	-	22	\$ 5,240
3.1.5 Airport Facility Alternatives Deliverables	4	1	4	8	40	-	-	57	\$ 12,366
3.2 Project Phasing, Cost Estimates, and CIP Development									
3.2.1 Phasing Plan	2	2	4	8	40	-	-	56	\$ 11,880
3.2.2 Prepare ROM Cost Estimates	-	2	4	8	32	-	-	46	\$ 9,632
3.2.3 Project Phasing, Cost Estimates, and CIP Dev't Deliverables	4	4	4	4	16	-	-	32	\$ 7,920
Task Total	12	24	41	56	178	-	-	311	\$ 70,863
Task 4: Documentation									
4.1 Airport Layout Plan Drawing Set									
4.1.1 AGIS Integration	-	2	-	1	4	8	-	15	\$ 2,485
4.1.2.1 Sheet 1: Cover Sheet	-	1	-	4	12	-	-	17	\$ 3,442
4.1.2.2 Sheet 2: Airport Data Sheet	-	1	-	8	40	-	-	49	\$ 9,514
4.1.2.3 Sheet 3: Airport Layout Drawing (Existing)	-	1	-	8	40	-	-	49	\$ 9,514
4.1.2.4 Sheet 4: Airport Layout Drawing (Future)	-	1	-	24	56	-	-	81	\$ 16,234
4.1.2.5 Sheet 5: Existing/Future Building Layout (East Side)	-	1	-	8	24	-	-	33	\$ 6,586
4.1.2.6 Sheet 6: Existing/Future Building Layout (West Side)	-	1	-	8	24	-	-	33	\$ 6,586
4.1.2.7 Sheet 7: CFR Part 77 Airspace Surfaces Drawing (Existing)	-	1	-	8	24	-	-	33	\$ 6,586
Sheet 8: CFR Part 77 Airspace Surfaces Drawing (Future)	-	1	-	8	24	-	-	33	\$ 6,586
4.1.2.8 Sheet 9: Inner Portion of Approach Surface Drawing (Rwy 9-27 Existing)	-	1	-	12	32	-	-	45	\$ 8,998
Sheet 10: Inner Portion of Approach Surface Drawing (Rwy 9-27 Future)	-	1	-	12	32	-	-	45	\$ 8,998
Sheet 11: Inner Portion of Approach Surface Drawing (Rwy 4-22 Existing)	-	1	-	8	24	-	-	33	\$ 6,586
Sheet 12: Inner Portion of Approach Surface Drawing (Rwy 4-22 Future)	-	1	-	8	24	-	-	33	\$ 6,586
4.1.2.9 Sheet 13: Existing On/Off-Airport Land Use Plan (Existing)	-	1	-	8	24	-	-	33	\$ 6,586
4.1.2.10 Sheet 14: Future On/Off-Airport Land Use Plan (Future)	-	1	-	8	28	-	-	37	\$ 7,318
4.1.2.11 Sheet 15: Utility Plan	-	1	-	8	24	-	-	33	\$ 6,586
4.1.3 Obstacle Action Plan	2	2	2	2	16	32	-	56	\$ 9,104
4.1.4 Exhibit 'A' Airport Property Map									
4.1.4.1 Base Mapping Section	-	-	-	2	4	-	-	6	\$ 1,206
4.1.4.2 Organization of Title Work Files	-	-	-	1	8	24	-	33	\$ 4,461
4.1.4.3 Sheet 14: Exhibit 'A' Airport Property Map	-	-	-	16	56	120	-	192	\$ 27,840
Sheet 15: Exhibit 'A' Airport Property Map (Data)	-	-	-	16	56	80	24	176	\$ 25,856
4.1.6 Airport Layout Plan Deliverables									
4.1.6.1 Preliminary Draft ALP Set	-	1	-	-	2	-	2	5	\$ 882
4.1.6.2 Draft ALP Set	-	1	-	-	2	-	2	5	\$ 882
4.1.6.3 Final Draft ALP Set	-	1	-	-	2	-	2	5	\$ 882
4.1.6.4 Final Signed ALP Set	-	1	-	-	2	-	2	5	\$ 882
4.2 Final Project Documentation									
4.2.1 ALP Update Narrative Report	8	12	12	12	48	120	-	212	\$ 35,992
Task Total	10	35	14	190	632	384	32	1,297	\$ 227,178
Task 5: Project Management and Coordination									
5.1 Project Administration									
5.1.1 Task Management, Coordination, and Quality Control	4	56	-	-	-	-	-	60	\$ 18,256
5.1.2 Project Organization, Management, and Collaboration Tools	-	24	-	-	-	-	-	24	\$ 7,152
5.1.3 Project Team Coordination	4	24	12	-	-	-	-	40	\$ 12,572
5.1.4 Regulatory Agency Coordination	3	3	3	-	-	-	-	9	\$ 3,033
5.1.5 Project Status Reports	4	18	-	-	-	-	-	22	\$ 6,932
5.1.6 Project Budget	4	16	-	-	-	-	-	20	\$ 6,336
5.1.7 Project Schedule	4	18	-	-	-	-	-	22	\$ 6,932
5.1.8 Project Invoicing	-	-	-	-	-	-	-	-	\$ -
5.1.9 Explicit Project Exclusions	-	-	-	-	-	-	-	-	\$ -
5.1.10 Additional Services to be Identified	-	-	-	-	-	-	-	-	\$ -

Charlevoix Municipal Airport (CVX)
Airport Layout Plan Update Study

Scope of Services (Version 3.0)	HOURS								LABOR COST (\$)
	Project Officers	Project Manager	V-Senior Consultant	III-Plan/Env ALP Design	II-Plan/Env Arch/Eng	I-Plan/Env Arch/Eng	Admin Support	Total Hours	
Total Burdened Billing Rates	\$392	\$298	\$321	\$237	\$183	\$115	\$109		
Task Total	23	159	15	-	-	-	-	197	\$ 61,213
TOTAL FOR ALL TASKS	65	293	122	296	990	384	36	2,186	\$ 451,362
TOTAL EXPENSES (from Expense Detail Worksheet)									\$ 17,647
SUBCONSULTANT EXPENSE									
Aeronautical Imagery, Survey, and AGIS									\$ 135,000
Field Survey									\$ 35,000
TOTAL SUBCONSULTANT EXPENSE									\$ 170,000
GRAND TOTAL (rounded to nearest dollar)									\$ 639,009

EXPENSE DETAIL WORKSHEET									
REPRODUCTION		Quantity	Unit Cost						
Narrative Report									
Draft Report		0	\$650	(CVX,FAA,STATE,RS&H)	draft electronic only			\$	-
Final Report		5	\$650	(3xCVX, 2xRS&H)				\$	3,250
Airport Layout Plan									
Preliminary ALP		0	\$300	(1xCVX,1xFAA,1xSTATE,1xRS&H)	draft electronic only			\$	-
Draft ALP		0	\$300	(1xCVX,1xFAA,1xSTATE,1xRS&H)	draft electronic only			\$	-
Final ALP		3	\$300	3 (3xCVX)				\$	900
Total Reproduction								\$	4,150
POSTAGE/DELIVERY		# Packages @	\$35						
		5		Total Postage/Delivery \$ 175					
# miles @		Round trips	People						
MILEAGE		\$0.70	3	2					
Vehicle Miles		9,360	Total Mileage \$ 6,552						
TRAVEL		# Trips	#People	#Days	Airfare \$1,000.00	Car \$120.00	Lodging \$275.00	Per Diem \$85.00	Fuel/Parking \$35.00
Task 1.1.5 Coordination with FAA Staff (virtual - no travel)		0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1.1.6 Organizational Project "Kickoff" Meeting		1	2	2	\$ -	\$ -	\$ 1,100	\$ 340	\$ 140
Task 2.4.1 Visioning Charrette		1	2	2	\$ -	\$ -	\$ 1,100	\$ 340	\$ 140
Task 2.6.1 RSA Meeting (virtual - no travel)		0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3.1.3 Airfield Alternatives Charrette (1 airfare, 2 drive)		1	3	2	\$ 1,000	\$ 240	\$ 1,650	\$ 510	\$ 210
		3	7	6	Total Travel				\$6,770
TOTAL EXPENSES									
TOTAL EXPENSES									\$17,647

Charlevoix Municipal Airport (CVX)
Airport Layout Plan Update Study

Scope of Services (Version 3.0)	HOURS									LABOR COST	
	Project Officers	Project Manager	V-Senior Consultant	III-Plan/Env ALP Design	II-Plan/Env Arch/Eng	I-Plan/Env Arch/Eng	Admin Support	Total Hours			
	Billing Rates	\$392	\$298	\$321	\$237	\$183	\$115	\$109	% of Hours	(\$)	% of \$
Task 1: Project Formulation	8	39	14	0	8	0	4	73	3%	\$ 21,152	5%
	11%	53%	19%	0%	11%	0%	5%	100%			
Task 2: Investigation	12	36	38	50	172	-	-	308	14%	\$ 70,956	16%
	4%	12%	12%	16%	56%	0%	0%	100%			
Task 3: Solutions and Implementation	12	24	41	56	178	-	-	311	14%	\$ 70,863	16%
	4%	8%	13%	18%	57%	0%	0%	100%			
Task 4: Documentation	10	35	14	190	632	384	32	1,297	59%	\$ 227,178	50%
	1%	3%	1%	15%	49%	30%	2%	100%			
Task 5: Project Management and Coordination	23	159	15	-	-	-	-	197	9%	\$ 61,213	14%
	12%	81%	8%	0%	0%	0%	0%	100%			
TOTAL FOR ALL TASKS	65	293	122	296	990	384	36	2,186	100%	\$ 451,362	71%
	3%	13%	6%	14%	45%	18%	2%	100%			
TOTAL EXPENSES (from Expense Detail Worksheet)										\$ 17,647	3%
Subconsultant Expense										\$ 170,000	27%
GRAND TOTAL										\$ 639,009	100%

RS&H ATTACHMENT A

RS&H's Scope of Services and Fee

RS&H ATTACHMENT B

Federal Contract Provisions for Professional A/E Services

**FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL A/E SERVICES
PROCUREMENT AND CONTRACTING UNDER
AIRPORT IMPROVEMENT PROGRAM (AIP)**

(Based on Federal Contract Provisions Issued by FAA on December 29, 2025)

1. ACCESS TO RECORDS AND REPORTS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

Reference: 2 CFR § 200.334, 2 CRF § 200.337, FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded), and the contract exceeds the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$350,000.

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. BUY AMERICAN PREFERENCE

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and includes providing a manufactured good as a deliverable.

Reference: 49 USC § 50101, Executive Order 14005, Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), and BABA

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws¹, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

4. CIVIL RIGHTS- GENERAL

This provision is mandatory and hereby included in all contracts and subcontracts.

Reference: 49 USC §47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

5. CIVIL RIGHTS- TITLE VI ASSURANCE

This provision is mandatory and hereby included in all contracts and subcontracts.

Reference: 49 USC §47123, FAA Order 1400.11

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non- discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

6. CLEAN AIR AND WATER POLLUTION CONTROL

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract exceeds \$150,000.

Reference: 2 CFR Part 200, Appendix II(G); 42 USC § 7401, et seq; 33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded), the contract exceeds \$100,000, and the Project employs laborers, mechanics, watchmen, and guards (his includes members of survey crews and exploratory drilling operations).

Reference: 2 CFR Part 200, Appendix II(E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

8. COPELAND "ANTI-KICKBACK" ACT

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded), the Project includes tasks that meet the definition of construction, alteration, or repair (as defined in 29 CFR Part 5), and it exceeds \$2,000.

Reference: 2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

9. DAVIS-BACON REQUIREMENTS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded), the Project includes tasks that meet the definition of construction, alteration, or repair (as defined in 29 CFR Part 5), and it exceeds \$2,000.

Reference: 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146-7

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

10. DEBARMENT AND SUSPENSION

This provision is mandatory and hereby included in all contracts and subcontracts if they involve a covered transaction (as defined in 2 CFF Part 180 subpart B), including AIP funded Projects if the contract is \$25,000 or more.

Reference: 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: <http://www.sam.gov>.
- 2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

11. DISADVANTAGED BUSINESS ENTERPRISES

A Sponsor that anticipates awarding prime contracts totaling \$250,000 or more in Federal financial assistance in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The Sponsor will also identify a 3-

year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

Reference: 49 CFR Part 26, 49 U.S.C. § 47113

Solicitation Language (Solicitations with a DBE Contract Goal)

For traditional design-bid-build projects, the decision on whether DBE information is a matter of responsiveness or responsibility is laid out in the Sponsor's approved DBE program and the Sponsor should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements and for projects that follow the Design-Build method of procurement. In all cases, Sponsors should include only the applicable solicitation language from the examples below.

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for negotiated procurements:

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above responsiveness or responsibility procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for Design-Build projects:

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Solicitation Language (Solicitations with a No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

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 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 sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Client. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Client. This clause applies to both DBE and non- DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to the Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears (or an approved substitute DBE firm) without prior written consent of Client. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Client. Unless Client consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Client may provide such written consent only if Client agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Client its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Client, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Client and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Client should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Client may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

12. DISTRACTED DRIVING

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract exceeds the micro-purchase threshold of 2 CFR § 200.320 (currently set at \$15,000).

Reference: Executive Order 13513; DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban

text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

13. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

Reference: 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

14. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

Reference: 29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

15. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract exceeds \$100,000.

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I); 49 CFR Part 20, Appendix A

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

Reference: 29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. PROCUREMENT OF RECOVERED MATERIALS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract includes procurement of a product that exceeds \$10,000.

Reference: 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq [Resource Conservation and Recovery Act (RCRA)]

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or

- c) Is only available at an unreasonable price.

18. RIGHTS TO INVENTIONS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and includes experimental, developmental, or research work.

Reference: 2 CFR Part 200, Appendix II(F); 37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

19. SEISMIC SAFETY

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and includes is involved in the construction of new buildings or structural addition to existing buildings.

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

20. TAX DELINQUENCY AND FELONY CONVICTIONS

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded, in whole or in part, (or otherwise federally funded).

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The applicant represents that it is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an Felony offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

21. TERMINATION OF CONTRACT

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and the contract is in excess to \$10,000.

Reference: 2 CFR Part 200, Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or

6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price.

The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience of the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates,

summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

22. TRADE RESTRICTION CERTIFICATION

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

Reference: 49 USC § 50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

23. VETERAN'S PREFERENCE

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded) and involves labor to carry out the Project.

Reference: 49USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

24. DOMESTIC PREFERENCES FOR PROCUREMENTS

This provision is mandatory in all subawards, including all contracts and purchase orders for work or products under the grant.

Reference: 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

25. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

This provision is mandatory and hereby included in all contracts and subcontracts if the Project is AIP funded (or otherwise federally funded).

Reference: FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936, 49 U.S.C. § 44801

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such system.

Charlevoix City Council

All Other Actions and Requests

Title: 2026 Schedule of Rates and Fees

Date: March 2, 2026

Presented By: Mark Heydlauff, City Manager

Background:

At your last meeting, Council approved the 2026-2027 Budget. This draft fee schedule implements some of the rates and fees used to raise revenue for this budget. While we do a comprehensive update of the fee schedule each year at this time, Council can modify many of these fees as you see fit or as conditions change throughout the year. I think it is a mistake to assume that there is no need or value in looking at some rates overtime.

Based on Council feedback and direction, the rates for the Boat Launch and Airport were adjusted following your work session. Please review these.

I've also included some background and analysis from the Recreation Director on fees for the Golf Course as Council had also requested. Given how extensive this feedback is, you might consider approving the fee schedule except for golf rates and scheduling a more in-depth discussion of the direction on this or modify what is presented and work on continued adjustments (some combination of this is also possible).

Recommendation:

Motion to adopt Resolution 2026-03-01 Rates and Fees associated with the 2026-27 budget as presented

Attachments:

1. 2026-27 FEE SCHEDULE Proposed 4-1-26 FINAL
2. Resolution 2026-03-01 rates fees 2026-27 budget
3. Golf Memo February 26



CITY OF CHARLEVOIX

2026-2027

PROPOSED – See Yellow Highlighted Items

Schedule of Rates, Fees & Charges

Unless otherwise noted, all of the following rates, fees, and charges are currently effective.

Airport

Aircraft Landing & Ramp Fees

- Landing fee waived for one day with a qualifying minimum purchase of fuel.
- ~~Annual landing pass covers all landing fees for one year.~~ REMOVE
- Landing fees are waived for aircraft that lands as a result of an in-flight emergency, doing touch-and-goes, are based at Charlevoix Airport, or are owned by the military, state or federal government. Medical flights are not exempt from landing fees.
- Plane may be categorized in a location because of size, not type. I.E. Eclipse is a Very Light Jet
- ~~Annual is for overnights only~~ Weekly/Monthly/Annual Pass are for ramp fees only

PROPOSED

Single Engine (15 20 Gallon Purchase waives 1 night on Ramp) Min. Fuel Purchase

Landing Fee	\$0.00	N/A	20 gallons
Ramp Fee (overnight)	10.00		20.00
Weekly Ramp Fee	50.00		75.00
Monthly Ramp Fee	175.00		225.00
Annual Ramp Fee	1,000.00		1,500.00

Piston Twin

Landing Fee	25.00	50 gallons	\$55.00	75 gallons
Ramp Fee (overnight)	20.00			35.00
Weekly Ramp Fee	100.00			175.00
Monthly Ramp Fee	250.00			350.00
Annual Ramp Fee	1,500.00			2,000.00

Single Turbo Prop (including Meridan, TBM & Eclipse Jet)

Landing Fee	55.00	75 gallons	\$110.00	100 gallons
Ramp Fee (overnight)	35.00			60.00
Weekly Ramp Fee	175.00			225.00
Monthly Ramp Fee	300.00			500.00
Annual Ramp Fee	1,800.00			2,500.00

Twin Turbo Prop (including Pilatus & Caravan singles)

Landing Fee	110.00	100 gallons	\$155.00	150 gallons
Ramp Fee (overnight)	60.00			100.00
Weekly Ramp Fee	300.00			400.00

Monthly Ramp Fee	500.00	750.00
Annual Ramp Fee	3,000.00	4,500.00
Type I Jet (up to 20,000 lbs)		
Landing Fee	\$125.00 100 gallons	\$175.00 150 gallons
Ramp Fee (overnight)	75.00	125.00
Weekly Ramp Fee	375.00	525.00
Monthly Ramp Fee	750.00	950.00
Annual Ramp Fee	4,500.00	5,700.00
Type II Jet (20,000 - 30,000 lbs)		
Landing Fee	155.00 155 gallons	\$250.00 200 gallons
Ramp Fee (overnight)	75.00	150.00
Weekly Ramp Fee	375.00	550.00
Monthly Ramp Fee	750.00	1,000.00
Annual Ramp Fee	4,500.00	6,000.00
Type III Jet (over 30,000 lbs)		
Landing Fee	195.00 275 gallons	\$325.00 325 gallons
Ramp Fee (overnight)	100.00	175.00
Weekly Ramp Fee	500.00	800.00
Monthly Ramp Fee	850.00	1,200.00
Annual Ramp Fee	5,100.00	6,800.00
<u>Hangar and Access Rates</u>		
Hangar Rental Rates* (per month)		
Units 1, 2, 3, 8, 9 & 10	186.00	195.00
Units 4, 5 & 7	192.00	202.00
Unit 6	260.00	273.00
Box B	270.00	284.00
Box C	480.00	504.00
Box D	212.00	223.00
* Rates are not effective until current leases expire.		
Land Lease Rates (per month, per square foot)	\$0.30	0.32

Access Rate for Through-the-Fence Operations (per square foot)	0.35	0.37
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Fuel Rates and Ground Services

100LL Contract Fuel into Plane Fee (per gallon)	0.50	
After Hours No Call No Show	350.00	450.00
After Hours Winter Operation – Snow Removal	600.00	750.00
After Hours Call Out Fee (1st hour)	200.00	250.00
All After Hour Call-Out fees on City Holidays are double		
Additional Hours (per hour)	150.00	200.00
Ground Power Unit (GPU) Connection (per hour)	95.00	150.00
Facility Fee	55.00	125.00
Vehicle Handling Fee (Waived with min fuel purchase)	50.00	100.00
Quick Turn Fee	\$150.00	200.00
Lav Cart Fee	100.00	200.00
Shuttle Fee	90.00	250.00

Vehicle Parking Fees

Daily	No Charge	
Overnight	5.00	7.00
Weekly	20.00	25.00
Monthly	60.00	75.00
6 Months	110.00	140.00
6 Months - Premium	200.00	250.00
Annual	200.00	250.00
Annual - Premium	365.00	450.00

Commercial Operations

On-Airport Rental Car Service (per year)	Set by contract
Aircraft Servicing, Maintaining & Repairing (per year)	2,000.00
Catering Service	2,000.00
Part 135 Operator (per year)	2,000.00
Parachuting & Jump Schools (per year)	2,000.00
Rental Car Parking (Per space)	225.00

Cemetery

<u>Service/Charge</u>	<u>Proposed</u>	<u>Resident</u>	<u>Non-resident</u>	<u>Proposed</u>
Adult Lots	560.00	535.00	810.00	850.00
Baby Lots	280.00	270.00	400.00	420.00
		<u>Resident</u>	<u>Non-Resident</u>	
Adult Opening	420.00	400.00	620.00	650.00
Baby Opening	210.00	200.00	315.00	330.00
Winter Opening	850.00	810.00	1220.00	1280.00
Adult Exhumation	850.00	810.00	1220.00	1280.00
Cremation Opening	250.00	240.00	380.00	400.00
Cremation Exhumation	280.00	270.00	400.00	420.00
Winter Storage: City Cemetery	160.00	150.00	150.00	160.00
Winter Storage: Other Cemetery	220.00	210.00	210.00	220.00
Monument Foundation: Single or Double (price per square inch)		.40	.40	
Replacement Deed	35.00	30.00	30.00	35.00
Deed Transfers: One to Four (1-4) (price each)	45.00	40.00	40.00	45.00
Deed Transfers: More than Four (4+)		At Cost	At Cost	
Perpetual Care	250.00	240.00	370.00	390.00
Seeding / Topseeding / Leveling		At Cost	At Cost	
Full Setup	160.00	150.00	150.00	160.00
Partial Setup	80.00	75.00	75.00	80.00
Saturday / Sunday / Holiday		Double	Double	

Charlevoix Municipal Marina

Transient Boater Daily Fee:

- | | |
|--|---|
| - Pre and Post Season | DNR Tier C (May 11-21 & September 9-October 11) |
| - Shoulder season | DNR Tier I (May 22-June 18 & August 17-September 6) |
| - Prime Season | DNR Tier J (June 19-August 16) |
| - Special Events -Charlevoix Special Event | Rate Tier K |
| o Boyne Thunder July 10-11 | |
| o Venetian Festival July 22-25, 2026 | |

Seasonal Slip Rates:

- DNR Tier F multiplied by 156 days – Beginning May 11, 2026
- Seasonal Non-Conforming Slips \$85 per foot
- Seasonal Burn Street Dock Slips \$60 per foot
- Seasonal Dingy and Jet Ski Slips \$450
- 45 Day Extended Stay Slip pay the full rate without discount for the full 45 days.
 - o Spring 45 day stay begins May 11, 2026
 - o Fall 45 day stay begins on August 10, 2026

Parking Fees & Fines

Unless otherwise noted, “resident” means a resident of the City of Charlevoix. Resident: Must meet one of the following criteria: 1) Taxpayer in the City of Charlevoix (including business or personal property), 2) Renter in the City of Charlevoix and registered to vote in the City of Charlevoix or 3) a dependent of an adult resident, claimed by the adult on their income taxes as a legal dependent and under the age of 18. A senior citizen must be 55 or over.

<u>Violations</u>	<u>Fine</u>	PROPOSED
Non-metered parking violation (paid within 72 hours)	\$15.00	20.00
Non-metered parking violation (paid beyond 72 hours)	30.00	40.00
Handicap Parking NEW		100.00
Fire Lane/Fire Hydrant NEW		50.00
Metered parking violation (paid within 24 hours)	10.00	20.00
Metered parking violation (paid after 24 hours)	30.00	40.00
Non-Metered and Metered Parking Tickets that are not Paid after 14 days will incur an additional \$50.00 service fee		

Other Police related Fees:

Daily Preliminary Breath Test	\$5.00
Crash Reports	15.00 per report

Meter and Pay Station Parking Rates

Hourly Rate at Meter and Pay Stations	May 1-June 30 & Aug. 16-Oct.31	\$1.50/hour
	July 1-August 15	\$2.00/hour

<u>Boat Launch Parking</u>	<u>Resident</u>	PROPOSED	<u>Non-Resident</u>	PROPOSED
Seasonal	30.00		50.00	
Daily Car and/or Car with Trailer	10.00		10.00	

Commercial*	1,200	1,250	1,500	2,500
10-punch (any commercial, limit one)*	500.00		750.00	1,000
Daily Commercial Launch - New		50.00		100.00

*Resident commercial rate for business with a City of Charlevoix tax bill in the name of the business.

Planning & Zoning

Level A Site Plan Review	\$135.00 +actual expenses
Level B Site Plan Review	275.00 +actual expenses
Rezoning Application	325.00+actual expenses
Variance - Zoning Board of Appeals	350.00 +actual expenses
Construction Hours Waiver Fee	350.00
Zoning Permit	50.00
Zoning Appeals	300.00 +actual expenses
Special Use Permit	300.00 +actual expenses
Parcel Division	125.00
Sign Permit	50.00
Sign Variance	300.00
Fence Permit	30.00
Alley Abandonment	1000.00+actual expenses
Sidewalk Use Permit	0.00
Outdoor Dining Fee	50.00

*Additional actual expenses shall not exceed \$500 except where permitted by ordinance.

Short Term Rental Fees

Annual License	\$300.00
Registration (with inspection)	300.00
Registration (without inspection)	150.00
Waiting List Fee	50.00
Violation Administration Fee	100.00

Freedom of Information Act (FOIA) Requests

Copies (per page)	\$0.10
Blueprints (each)	Minimum \$3 or Cost
CDs (each)	3.00
Flash Drives (each)	Actual Cost
Postage	Actual Cost

Cost of labor to locate, examine, redact, copy and/or transfer records (Cost is calculated by rounding down to the nearest quarter hour)

Hourly Wage plus 50% fringe benefit Factor of the least paid employee capable of performing the work

Recreation

Unless otherwise noted, "resident" means a resident of the City of Charlevoix. Resident: Must meet one of the following criteria: 1) Taxpayer in the City of Charlevoix (including business or personal property), 2) Renter in the City of Charlevoix and registered to vote in the City of Charlevoix or 3) a dependent of an adult resident, claimed by the adult on their income taxes as a legal dependent and under the age of 18. A senior citizen must be 55 or over.

<u>Pavilion Reservation</u>	<u>Resident</u>	<u>Non-Resident</u>
Picnic Pavilion Rental - Weekday	50.00	80.00
Picnic Pavilion Rental - Weekend or Holiday	80.00	120.00
Picnic Pavilion Rental - Non-Profit	No charge	No Charge
Performance Pavilion Rental (case by case)	120.00	200.00
Use of Public Property (case by case basis) (must be approved)	220.00	800.00
Wedding on Public Property (must be approved)	220.00	800.00

Sports Fees

Team Fees (Basketball, Volleyball, Softball) (per team)	250.00	250.00
Ten (10) game season, additional cost will be added for Umpires and Referees to be paid on site		
Youth Sport (per person)	50.00	50.00

Skate Park (Carpenter Avenue)

Daily Pass	0.00	0.00
Seven Day Punch Card	0.00	0.00
Summer Pass	0.00	0.00

Ball Fields (Carpenter Street)

Daily Rental per field	200.00	200.00
Evening Lights Hourly Fee	25.00	25.00

Mt. McSaubu

For all activities at Mt. McSaubu, Charlevoix Township residents will be given the same rate as City residents. A "resident" must be one of the following criteria: 1) Taxpayer in the City of Charlevoix or Charlevoix Township (including business or residential property), 2) Renter in the City of Charlevoix or Charlevoix Township and registered to vote in the City of Charlevoix or Charlevoix Township or 3) a dependent of an adult resident, claimed by the adult on their income taxes as a legal dependent and under the age of 18.

<u>Day Camp</u>	<u>Resident</u>	<u>Non-Resident</u>
Mt. McSaubu Day Camp (per person per week)	170.00	205.00

Sibling Discount (Each sibling gets \$15 off the weekly rate)	155.00	190.00
Late pick up Fee	\$15/every 15 Minutes	
Camp Sunrise (Before Camp)	40.00	40.00
Camp CHILL (After Camp – No Friday Afternoon)	35.00	35.00
Camp CHILL and Sunrise Combo	55.00	55.00
<u>Mt. McSaubu Ski Hill</u>		
Weeknight Daily	21.00	26.00
Weekend Daily	23.00	28.00
Season Pass: 1 Person	210.00	300.00
Each Additional Family Member	90.00	100.00
<u>Equipment Rental</u>		
Downhill Skis or Snowboard	15.00	17.00
Cross Country Skis or Snowshoes (8 hour rental)	10.00	14.00
Cross Country Skis or Snowshoes (24 hour rental)	15.00	19.00
<u>Lessons</u>		
Group Ski or Snowboard Lessons (per person)	65.00	75.00
Group Ski or Snowboard Lessons with Rental (per person)	75.00	85.00
Individual Ski or Snowboard Lessons with Rental (1/2 hour)	40.00	45.00
Individual Ski or Snowboard Lessons with Rental (1 hour)	60.00	65.00
<u>Skating Rink</u>		
Daily Fee	3.00	3.00
Season Pass	30.00	30.00
Ice Skate Rental	2.00	2.00
<u>Mt. McSaubu Area Rental Fee</u>		
Initial Rate (Two hours)	200.00	350.00
Additional rate per hour	125.00	125.00
Supervisor fee per hour (Required)	45.00	45.00

Charlevoix Golf Club

<u>Daily Rates</u>	Current
All day play	\$30.00
9 Holes	25.00
9 Holes Senior Rate (62+)	20.00

4 Holes (Holes 1, 7, 8 and 9)	10.00
Youth on Course Rate (Must have an active YOC#)	5.00
9 Hole Youth	15.00
College or Trade Student (with ID)	15.00
Wedge Range	5.00

The Recreation Director is authorized to offer sales, specials, and other inducements to account for seasonality and market competitiveness beyond the rates set above.

5-play punch card (Before Memorial Day)	80.00
5-play punch card (After Memorial Day)	90.00
Pull Cart Rental	6.00
Upper Locker Rental	40.00
Lower Locker Rental	50.00
Club Car Walk Behind	10.00
Golf Club Rental	20.00

Season Pass

Single	425.00
Double (or Family Membership)	600.00
Senior – Single (62+)	350.00
Senior – Double (62+)	500.00
College Student Pass (Current Student ID required)	150.00
Wedge Range Season Pass (included in Season Pass)	50.00

Utility Rates

Water Rates - Proposed Increase: 3%

Service Charge - Meter Size

	PROPOSED	City	Non-City	PROPOSED
3/4 " or Smaller	33.00	32.00	48.00	49.50
1"	44.50	43.00	64.50	66.75
1 1/2"	68.50	66.50	99.75	102.75
2"	97.00	94.00	141.00	145.50
3"	159.00	155.00	232.50	238.50
4"	305.00	297.00	445.50	457.50

6"	565.00	550.00	825.00	847.50
Sprinkling Meter	5.90	5.75	8.63	8.85

Commodity Charge PROPOSED PROPOSED

Commodity Rate per 1,000 Gallons	6.10	5.93	8.90	9.15
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~~Water Usage Minimum (Gallons)~~ ~~1,500 gal.~~ ~~1,500 gal.~~ Remove

Privilege Fees

New User Cost per REU, Prepaid	1,000.00	1,500.00
Turn On Fee - Water	175.00	300.00
Turn On / Off Fee - Water (Seasonal)	35.00	45.00
Turn On Fee - Sprinkler	35.00	45.00

Water Tap Fees

3/4" Line	\$250.00
1" Line	320.00
Larger Than 1" Line	At cost

PROPOSED

Meter Costs:

5/8" Meter	190.00	201.00
5/8" Meter with Horns	291.86	
¾" Meter	190.00	201.00
¾" Meter with Horns	291.86	308.00
1" Meter	285.00	312.00
1" Meter with Horns	465.16	501.00
Larger than 1"	At Cost	

Other Fees

Service Upgrade*	1,500.00
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*Remove old galvanized pipe from Main to Curb if owner has copper or PVC otherwise additional charges may be warranted.

Bacteriological Tests	20.00 / sample	30.00
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Sewer Rates Proposed Increase: 0%

Service Charge – (Based on Water Meter Size)

	City	Non-City
3/4 " or Smaller	45.00	67.50
1"	63.00	94.50
1 1/2"	105.00	157.50
2"	151.00	226.50
3"	282.00	423.00
4"	479.00	718.50
6"	523.00	784.50

Commodity Charge

Commodity Rate per 1,000 Gallons	7.71	11.57
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Sewer Usage Minimum (Gallons)	1,500 gal.	1,500 gal.	Remove
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Privilege Fees

New User Cost per REU, Prepaid	2,000.00	3,000.00
Turn On Fee - Water & Sewer	500.00	750.00

Electric Rates Proposed Increase: 2%

Rate:	Code	Rate / kWh	PROPOSED	Charge	PROPOSED	Clean Energy Plan Energy Waste Reduction
Residential - In City(1)	111	\$0.09940	.09780	19.75	21.75	.00178 .00310
Residential - Rural (1)	121	.11390	.11380	24.25	26.25	.00178 .00310
Commercial - In City (GS-C) (1)	131	.12680	.12920	34.25	35.25	3.68 6.45
Commercial - Out (GS-R) (1) (2)	141	.12800	.12970	36.25	37.75	3.68 6.45
Commercial – Demand(1)	152	.06970	.07130	72.00	74.00	3.68 6.45
Industrial & Charity Demand (1) (3)	162	.05923	.06061	324.00	326.00	67.24 120.00
GSO – Demand	552			15.50 / kW	15.75 / kW	
GPS – Demand	562			15.50 / kW	15.75 / kW	

Notes:

1. Rates are subject to a Power Cost Adjustment that is calculated monthly.

2. Customers served under the Commercial – Demand Rate (152) shall also be served under the GSO – Demand Rate (552).
3. Customers served under the Industrial and Charity Demand Rate (162) shall also be served under the GPS – Demand Rate (562)

Renewable Credits

These credits are available for approved renewable generation:	Credit Rate/kWh
Solar (per kWh)	\$0.0494
Solar with Storage (per kWh)	0.0645
Wind Remove	"In Review"

Services

Disconnect/ Reconnect 7:30am to 3:30pm	30.00
Reconnect 7:30am to 3:30pm	30.00
Disconnect/ Reconnect without 24 hour notice 7:30am to 3:30pm	50.00
Reconnect without 24 hour notice 7:30am to 3:30pm	50.00
Disconnect/ Reconnect after 3:30pm	150.00
Reconnect after 3:30pm	150.00
Disconnect /Reconnect - Seasonal**	115.00
Reconnect - Seasonal**	115.00
Disconnect /Reconnect - Seasonal After Hours**	167.00
Reconnect - Seasonal After Hours**	167.00
** Disconnected from the system for longer than one billing cycle	
200 Ampere Residential Underground Service (per foot)	5.00
Meter Test	75.00
Meter Tampering	300.00
AMI Opt-Out – one-time Enrollment Fee	100.00
AMI Opt-Out Monthly Fee added to utility bill	30.00

Security Lights

	City	PROPOSED	Rural	PROPOSED
39 Watt dusk to dawn	\$6.10	6.30	\$6.50	6.70

Security Lights – The following Security lights are no longer available, but existing installations will be maintained at the discretion of the City

City	PROPOSED	Non-City	PROPOSED
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70 Watt	7.00	7.30	7.40	7.70
100 Watt	8.80	9.20	9.30	9.70
150 Watt	12.00	12.50	12.40	12.90
250 Watt	19.00	19.80	20.50	21.30
380 Watt			32.00	33.20
400 Watt	28.40	29.60	30.50	31.70
105 Watt LED (400 W equivalent)	12.50	13.00	13.00	13.50
1000 Watt	65.40	68.20	70.90	73.80

Miscellaneous Fees

PROPOSED

Tax Abatement Application Fee (IFT, CFEC, etc)	265.00	280.00
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Temporary / Seasonal Business Fees

Solicitor's License

\$70.00/day; \$130/week; \$195/month

\$75/day; \$140/week; \$205/month

Roadside Stand / Temporary Business (per season)	130.00	140.00
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Transient Merchant (per season)	255.00	270.00
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Mayor Performed Marriage Ceremony	50.00	
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NSF Fees

NSF / Returned Check Charge (per occurrence)	\$45.00	
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ACH NSF Charge (per occurrence)	35.00	
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Police Bad Check Processing Fee (per request)	45.00	
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Public Safety Fees

Mass Gathering Permit	130.00	140.00
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Public safety services for events (applies to for-profit organizations only)	1,000.00	
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Standby for Fireworks (Equipment & Personnel) (per hour)	500.00	
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Police Escort Fee (per occurrence)	100.00	
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Liquor License (Standard license)	130.00	
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Redevelopment Liquor License	255.00	260.00
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RIGHT-OF-WAY USAGE Fees

A dumpster or container (including non-containerized substances excluding brush and grass clippings) placed on public property

- \$10 per day (excluding parking spaces in the DDA District)

Housing Moving or similar activity

- \$250 plus expenses per ordinance		
The blocking of parking spaces in the DDA District (per space)		
- \$25 per day (May 15 – October 31)		
- \$5 per day (November 1 – May 14)		
Right Of Way Metro Act Telecommunications Initial Registration	\$500	
Right Of Way Metro Act Telecommunications Permit	\$250	
Sidewalk Use (Construction, scaffolding, equipment, staging, Other) Minimum charge	\$50.00	(NEW)
- \$25 per day (May 15 – October 31)		
- \$5 per day (November 1 – May 14)		
<u>Copy/Fax/Report Charges</u>		PROPOSED
General Copies (per copy)	0.30	
Accident Report (UD-10 - per report) ————— see police fees —————	2.00	Remove
Garden Plots (per plot)	50.00	55.00
Notary Service	10.00	
<u>Farmers Market Spaces</u>		
5' Space per Season	\$ 170.00	
10' Space per Season	340.00	
20' Space per Season	680.00	
10' Space – Daily Fee	40.00	

CITY OF CHARLEVOIX
RESOLUTION NO. 2026-03-01
RATES & FEES ASSOCIATED WITH THE 2026-27 BUDGET

WHEREAS, the City of Charlevoix annually must adopt a balanced budget to comply with the City Charter; and

WHEREAS, the City of Charlevoix in preparing the budget, assumes the adoption of rates and fees for various services they provide in order to pay for those services in whole or in part as proposed in their annual budget; and

WHEREAS, the City of Charlevoix defines all of their rates and fees in the rate section of the proposed budget; and

WHEREAS, the City of Charlevoix proposes to make these rates and fees effective on April 1, 2026.

NOW THEREFORE BE IT RESOLVED that the City of Charlevoix adopts all rates and fees included in the 2026-27 Proposed Budget with changes to the rates and fees for the following areas: airport, cemetery, Short Term Rental, recreation, miscellaneous, and Utility Rates which includes water, wastewater, and electric rates.

RESOLVED, this 2nd day of March, 2026 A.D.

Resolution adopted by the following yea and nay votes:

Yeas:

Nays:

To: Mark Heydlauff, City Manager

From: Kent Knorr

Date: February 26, 2026

Subject: Charlevoix Golf Course Resident and Non-Resident Rate Structure

This memo provides background and analysis regarding the current rate structure at the Charlevoix Golf Course and outlines potential adjustments to improve long-term financial sustainability.

Background

Prior to 2019, the golf course charged separate resident and non-resident rates for season passes. In 2019, the Recreation Department recommended removing the non-resident rate to eliminate a barrier to membership and to better align with other regional public courses. At that time, 16 of 59 passholders (27%) were non-residents.

City Council approved this change on May 6, 2019 (Resolution No. 2019-05-03). The intent was to increase overall pass sales—and this goal has been achieved, particularly among non-resident players.

Benefits of Season Passholders

Season passholders play a critical role in the financial stability and operational predictability of the course. Key benefits include:

- Reliable, upfront revenue that helps offset early-season expenses
- Consistent baseline participation even during weather-affected or low-tourism periods
- Increased overall engagement and activity on the course
- Strong loyalty—passholders serve as ambassadors, bring guests, and promote the course within the community
- Stability during uncertain years, including the early COVID-19 period

Pass sales have grown steadily. Last year, 110 season passes were sold, with non-residents comprising 47% (52 passes). For the 2026 season, 87 passes have already been sold, with non-residents accounting for 49% (43 passes). Resident participation has remained consistent, while non-resident growth has driven the overall increase.

Current Trends

Golf nationally experienced a decline following the 2007–2008 economic downturn, with play stabilizing by 2016. Since COVID-19, demand for golf has increased substantially.

Operationally, changes implemented in 2019—including improvements to daily maintenance—have helped narrow operational gaps. Despite these efforts, the course

continues to operate at a deficit, and residents ultimately absorb this cost through the City's General Fund.

The chart below shows annual rounds of golf, membership numbers, revenue, expenses, and the net loss each year since 2016:

Year	Rounds of Golf	# Member	Revenue	Expenses	Income for the period
2016 (16-17)	7,949		\$92,991	\$254,638	(\$161,647)
2017 (17-18)	8,413		\$91,202	\$227,061	(\$135,859)
2018 (18-19)	8,251	59	\$93,626	\$263,073	(\$169,447)
2019 (19-20)	7,128	74	\$99,318	\$188,084	(\$88,766)
2020 (20-21)	6,993	55 ^	\$123,217	\$157,099	(\$33,882)
2021 (21-22)	8,299	72	\$138,426	\$208,067	(\$69,641)
2022 (22-23)	9,778	77	\$152,316	\$210,449	(\$58,133)
2023 (23-24)	10,400	80	\$171,968	\$298,462*	(\$126,494)
2024 (24-25)	10,500	104	\$193,099	\$279,310	(\$86,211)
2025 (25-26)	9,660	110	\$213,592	\$265,420**	(\$51,828)
2025 Adjusted Numbers without Ice Storm Clean Up and Without FEMA			\$193,000	\$237,964	(\$44,964)

^ Covid

*\$52,000 Pump replacement

** 27,456 Tree Removal expense after the ice storm is reflected on expenses and is reflected in revenue at \$20,592 reflecting 75% reimbursement from FEMA.

Annual rounds, membership totals, revenue, expenses, and net operating loss since 2016.

Financial Challenge

The ongoing operational deficit remains the primary concern. To reduce the financial burden on residents while maintaining accessibility to the course, adjustments to rate structures should be considered.

Adjusting Season Pass Rates and Daily Fees

Season passholders are the course's most committed users, and significant increases may risk reducing retention. Maintaining modest, predictable adjustments to pass rates ensures stability without discouraging membership.

Daily fees offer more flexibility and present a modest opportunity for additional revenue. Growth in both local and non-resident play suggests that a well-calibrated fee increase is appropriate. A daily fee adjustment, paired with a simple 10% resident discount, would maintain affordability for residents while better reflecting operational costs.

A daily fee increase would:

- Generate additional revenue with limited impact on residents
- More accurately reflect the cost of course maintenance and operations
- Keep Charlevoix competitive with other regional public facilities
- Reinforce season passes as the best-value option for frequent golfers

Recommendation

To support financial sustainability and preserve access, I recommend:

- Increasing daily-use fees and implementing a 10% resident discount.
- Maintaining modest, incremental adjustments to season pass rates starting in 2027.
- Continuing annual monitoring of pass sales, rounds played, and revenue impacts, with rate reviews incorporated into budget planning.

Potential Added Benefits for Residents and Passholders

For Residents and Season Passholders:

- Early tee-time booking window
- Guest passes (Residents receive a five-punch card; non-residents receive a two-punch card). *Currently everyone that buys a pass before Memorial Day has gotten a 5-punch card.*

Resident-Only Advantages:

- Expanded Resident Appreciation Day
 - Move to June
 - Add activities such as a new golfer clinic, nine-hole fun scramble, BBQ, or open house
- 5–10% discount in the pro shop or concessions
- Free use of the wedge driving range (aligning with current member benefit)
- Periodic resident-exclusive promotions
- Free or discounted walking carts during non-peak times

These enhancements promote resident goodwill, increase course engagement, and support the continued growth of golf within the community.

Charlevoix City Council

All Other Actions and Requests

Title: Mayoral Appointment

Date: March 2, 2026

Presented By: Lyle Gennett
Mayor

Background:

Mayor Gennett requested consideration of Megan Cassada for reappointment to the Shade Tree & Park Commission for a term to expire December 2028.

Recommendation:

Motion to confirm the Mayor's appointment of Megan Cassada to the Shade Tree & Park Commission for a term to expire December 31, 2028.

Attachments:

1. Megan Cassada STC Application 02.26.2026

Online Form Submittal: Volunteer Boards and Committees Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Wed 2/18/2026 4:20 PM

To Sarah Dvoracek <clerk@charlevoixmi.gov>

Volunteer Boards and Committees Application

Thank you for your interest in serving on a volunteer board, commission or committee. The purpose of this form is to provide the Mayor and City Council members with some information about residents considered for appointment. Your application will be kept active for six months and you will be contacted if you are chosen to serve.

Committees and Boards to Apply For	Shade Tree & Park Commission
Name	Megan Cassada
Email Address	megancassada@gmail.com
Address	118 Belvedere Ave. Charlevoix, MI 49720
Home Phone	Field not completed.
Cell Phone	2075225883
Are you a registered voter in the City?	Yes
How long have you lived in the City?	1975-1997, 2022-present
Educational Background	B.A. English University of Michigan, Masters in Secondary English Education University of Southern Maine
Professional Qualifications and / or Work Experience	Middle and High School English teacher for many years, writer and editor Advertising Age magazine, worked various retail jobs as a high school and college student right here in Charlevoix.
Community Activities and / or Other Experience	Served on many boards including Astronaut Spouses Club, Lake Charlevoix Mariners, Charlevoix Public Library Board of Trustees, City representative, and Shade Tree & Park Commission for prior term
Have you served on a board / committee or held a civic	Yes

position in the past?

If yes, please explain.

As stated above, I currently serve on the boards for Lake Charlevoix Mariners, CPL Board of Trustees and Shade Tree & Park Commission

Do you foresee any potential conflicts of interest while executing the duties of this position?

No

Reason(s) You Wish to Serve

I have thoroughly enjoyed serving on this board for this past term. It's a highly rewarding experience being able to make an impact within our city limits that is visible and improves quality of life for all residents.

Have you reviewed the current meeting schedule of the board / committee and can commit to regular meeting attendance?

Yes

Electronic Signature Agreement

I agree.

Electronic Signature

Megan E Cassada

Date

2/18/2026

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Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: March 2, 2026

Presented By:

Background:

A. MDOT Meeting Regarding Downtown Traffic/US 31

As noted in the past, MDOT will be hosting an open house (come and go format) on March 4 at the Library from 4-6pm. They'll be discussing the results of their surveys and prospective changes to the traffic flow and design of US 31 in downtown. I encourage Council to attend though it is an open house so no need to be there for all two hours.

B. Surf Internet

As I've mentioned in the past, Surf Internet is moving closer to installation in Charlevoix. They'll be hitting most of the single-family residences in the City but they are not planning to build in the private associations or apartment complexes at this time due to the increased complexity on their end of installing in private easements. City staff will be meeting with them again in mid-March and they plan to begin underground installation in City rights-of-way in mid-April. There are two locations where they'll install an above ground utility box of sorts; one is planned for the triangle parcel on the north side on Meech Street. The other on the south side is still under review. They anticipate their construction will be complete by this fall when winter weather sets in. Once complete, residents will be able to choose them as an internet service provider much as they can now choose between other wired options. The City is not spending any money on this project and the company is required to pay us fees for use of the right-of-way as stipulated by the METRO Act (akin to Charter, AT&T, and others). Several years ago, Council explored the option of creating our own fiber-driven internet option and determined it was not financially feasible for us but this would deliver the same kind of service without public ownership or investment.

C. Charlevoix Marathon

The Charlevoix Marathon submitted their initial event request on February 17 and we have had some follow-up conversations with them to clarify details. To meet the 90 day rule, they would need approval at your next meeting. We do know there is a challenge with the closure of the Wheelway for the year (or longer) as Commissioner Annemarie Conway noted in her comments to you earlier this winter. With this, we want to know exactly how they plan to route runners so as to plan exactly what resources are needed. If, for example, they change the route and go to the south or some other way, we would want to plan with them accordingly. As this develops, I will update you and it may require consideration closer than the 90-day window unless Council does not wish to do so.

D. Attainable Housing District

This week I met with a local landlord who wanted to explore the prospect of pursuing an Attainable Housing Exemption Certificate under Attainable Housing Facilities District. This is a law that went into effect in 2023 which permits existing buildings of up to four units to be rehabilitated and rented for long-term housing with the prospect of a tax abatement for up to 12 years. It has had limited use thus

far across the state but I have done some research on the way it was structured in Frankfort. What I think can be beneficial is that it encourages the updating and maintenance of existing housing and is tied to income limits for the tenants but doesn't otherwise require input from the City and it doesn't change the existing neighborhood characteristics like a new, dense development might.

E. Joint Planning Commission Meeting

As a reminder, we discussed earlier this winter about holding a joint meeting with the Planning Commission on April 13. They are preparing to work on a revised Master Plan and I'd like to also bring the Capital Budget to both them and Council for a discussion, as the two documents are closely related. Please plan on this meeting which is scheduled for 6pm on April 13 in Council Chambers. We'll have an agenda in advance like usual.

Recommendation:

Attachments:

1. Housing Commission Meeting Minutes 01/20/2026

REGULAR MEETING
CHARLEVOIX HOUSING COMMISSION

Tuesday, January 20, 2026

2:00 P.M.

PINE RIVER PLACE COMMUNITY ROOM

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

Others Present: Annessa Haist-Director MPH/CHC VIA-REMOTE, Nina Romero CHC-Occupancy Specialist and Residents of Pine River Place.

Chairperson RJ Waddell called the Meeting to Order at 2:02 p.m.

ADDITIONS TO THE AGENDA – None

Review and approval of vacancy report, November and December Payables, November and December Bank Statements, December financials and November meeting minutes

Motion by Commissioner Oosthuizen, seconded by Commissioner Stark to approve.

Ayes: Waddell, Oosthuizen, Stark

Nays: None

Absent: Miller, Buday

Correspondence: None

Old Business: ED to do final draft for board to approve ACOP. Public Hearing set for March 17th.

New Business: Review of NSPIRE score. Need approval for Civil Rights Certification for 2026

Motion by Commissioner Stark, seconded by Commissioner Oosthuizen to approve CR Certification.

Ayes: Waddell, Oosthuizen, Stark

Nays: None

Absent: Miller, Buday

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: March 2, 2026

Presented By:

Background:

Recommendation:

Attachments:

None