

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Tuesday, September 3, 2013 - 7:00 p.m.
210 State St, City Hall, Second Floor City Council Chambers, Charlevoix, MI

- I. **Invocation or Pledge of Allegiance**
- II. **Roll Call of Members Present**
- III. **Inquiry Regarding Possible Conflicts of Interest**
- IV. **Consent Agenda**
 - A. City Council Meeting Minutes – August 19, 2013 Regular Meeting PG 1-5
 - B. Accounts Payable Check Register PG 6-11
 - C. Payroll Check Register PG 12-16
 - D. Planning Commission Resignation – Becky Doan PG 17
- V. **Public Hearings**
- VI. **Reports**
- VII. **Requests, Petitions and Communications and Actions Thereon**
 - A. Discussion Regarding Sewer Backup Costs on Upright Avenue PG 18-47
 - B. Discussion Regarding Draft Donation Acceptance Policy PG 48-57
 - C. Discussion Regarding Assessment Management Proposal PG 58-62
 - D. Purchase 1/0 Kerite Cable PG 63-64
 - E. Purchase Bucket Truck Through MiDEAL PG 65-77
 - F. Consideration to Approve a Resolution to Accept a FAA Grant to Rehabilitate Apron – Phase 1 and 1A PG 78-115
 - G. Consideration to Approve a Bid and Contract Documents for Apron Rehabilitation and Expansion Phase II PG 116-132
 - H. Update on City Treasurer Selection Process PG 133
- VIII. **Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
- IX. **Resolutions**
 - A. Consideration to Approve a Resolution to Accept a FAA Grant to Rehabilitate Apron – Phase 1 and 1A PG 79
- X. **Ordinances**
- XI. **Miscellaneous Business**
- XII. **Audience – Non-Agenda Input (written requests take precedent)**
- XIII. **Adjourn**

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

Michael Spencer

From: Becky Doan <becky.doan@freshbaby.com>
Sent: Tuesday, August 27, 2013 10:08 AM
To: Michael Spencer
Subject: Planning Commission

Hi Mike,

It was my honor to be on the Planning Commission. At this time I will be stepping down from the Planning Commission.

Thank you,
Becky

Becky Doan
Account Manager
Fresh Baby
202 Grove Street
Petoskey, MI 49770
P:866-403-7374 X-14
F:888-747-3247
becky.doan@freshbaby.com
[Request A Quote Online](#)



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SBA WOSB
Women Owned Small Business



National Strategic



CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion Regarding Sewer Backup Costs on Upright Avenue

DATE: September 3, 2013

PRESENTED BY: Rob Straebel

Pat Elliott

Rod and Kim Stevens

Mrs. Washburn

- ATTACHMENTS:**
1. Two letters from HCC regarding decision to not pay for property damages
 2. June 27 letter from Sam and Jill Washburn
 3. June 28 letter from Rod and Kim Stevens

BACKGROUND INFORMATION: On June 15, 2013 there was a sewer line blockage on the City's main sanitary sewer collection line in the 500 block of Upright Avenue. Unfortunately, two residents suffered substantial damage to their basements from raw sewage backing up in their basements. When City crews arrived they opened the line but could not find a reason for the blockage.

Both the Washburns and Stevens are asking for the City to reimburse them for the costs of the clean-up that was not covered by their homeowner's insurance claim. This amounts to \$5,658.15 for the Washburns and \$411.30 for the Stevens. Mrs. Washburn has requested this agenda item.

According to the letter from HCC Public Risk Claim Service, the insurance company nor the City is liable to pay for damages per Public Act 222. This Act states that five criteria must be met to show liability. See insurance letter Part a-e. Our records show there was never a sewer problem or defect of the sewer main line in this area. The City responded promptly and quickly and opened the main line.

It is important to note that City crews actively jet main sewer lines throughout the year to minimize sewer backups. Additionally, the City spends \$8,000-\$10,000 to send cameras down sewer lines each year to videotape conditions looking for possible defects, off-set pipes, grease issues, root intrusions or blockages. We also keep log books of past sewer main issues and

actively review these areas to guarantee proper flowage. Because of these efforts we have not had a sewer backup in almost two years. Nevertheless, ultimately the City has no control over what items end up in the City's main sewer lines that cause backups.

Over the last 15 years the City has only reimbursed residents for two sewer backups. One was for a backup that occurred twice in a short period of time for a resident and the other was a lift station malfunction that flooded a business.

RECOMMENDATION: There may not be a more unpleasant experience for homeowners than a sewer backup. It is an extremely unfortunate circumstance. Even though the City is doing a commendable job in minimizing sewer backups, we cannot ultimately control what contents are deposited in the City's sewer lines.

In the past, sewer backup issues have been handled by City Staff. City Staff has largely followed the decision of the insurance company and have not reimbursed for damages unless there were extenuating circumstances. In this case, the insurance company is following provisions in Public Act 222. There does not appear to be a legal obligation for the City to reimburse homeowners.

If the City decides to reimburse for costs above the homeowners insurance claim, it would set precedence and may be a future financial liability moving forward.



HCC Public Risk Claim Service, Inc.
1700 Opdyke Court, Auburn Hills, Michigan 48326
main 800 225 6561 facsimile 248 371 3091

August 16, 2013

Mr. and Mrs. Stevens
510 West Upright Street
Charlevoix, MI 49720

Re: Program: Michigan Township Participating Plan
Our Insured: City of Charlevoix
Date of Loss: 6/15/2013
Our Claim No: MI1 165319
Claimant: Rodney and Kimberly Stevens

Dear Mr. and Mrs. Stevens:

HCC Public Risk Claim Service, Inc. administers insurance claims on behalf of the Michigan Township Participating Plan which provides the insurance coverage for the City of Charlevoix. We received your claim in which you alleged property damage on June 15, 2013 from a sewer backup.

Our investigation of this claim did not find liability on behalf of the City of Charlevoix. Pursuant to the Governmental Immunity Act, MCL 691.1401 to 691.1419, (Public Act 222 of Public Acts of 2001), the Act states that "A governmental agency is immune from tort liability for the overflow or backup of a sewage disposal system unless the overflow or backup is a sewage disposal system event and the governmental agency is an appropriate governmental agency." In order for a claimant to collect compensation for the property damage caused by a sewer backup, the claimant must show that all of the following existed at the time of the event:

- (a) The governmental agency was an appropriate governmental agency.
- (b) The sewage disposal system had a defect.
- (c) The governmental agency knew, or in the exercise of reasonable diligence should have known, about the defect.
- (d) The governmental agency, having the legal authority to do so failed to take reasonable steps in a reasonable amount of time to repair, correct, or remedy the defect.
- (e) The defect (means a construction, design, maintenance, operation, or repair defect) was the substantial proximate cause of the event and the property damage or physical injury.

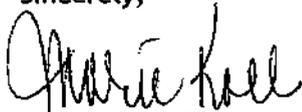
According to Act 222 of Public Acts of 2001, all the following conditions must be met in order for the Michigan municipality to be liable. The City did not have prior notice of a sewer problem until it was notified. The City responded promptly, inspected the manhole and cleared the (unknown) blockage. Since all of the above-referenced criteria have not been met, no liability exists on behalf of the City of Charlevoix. In the absence of liability on behalf of the City of Charlevoix and since the City is

Page -2-
August 16, 2013

entitled to governmental immunity, HCC Public Risk Claim Service, Inc. will be unable to pay for your property damage.

In communicating this position on behalf of the insured, HCC Public Risk Claim Service, Inc. does not waive and shall not be estopped from asserting additional defenses or further supporting its position on behalf of the insured.

Sincerely,

A handwritten signature in cursive script that reads "Marie Koll".

Marie Koll, AIC
Claims Adjuster

cc: City of Charlevoix
Municipal Underwriters of Michigan



HCC

HCC Public Risk Claim Service, Inc.
1700 Opdyke Court, Auburn Hills, Michigan 48326
main 800 225 6561 facsimile 248 371 3091

August 19, 2013

Mr. and Mrs. Washburn
508 W. Upright Street
Charlevoix, MI 49720

Re: Program: Michigan Township Participating Plan
Our Insured: City of Charlevoix
Date of Loss: 6/15/2013
Our Claim No: MI1 165319
Claimant: Sam and Jill Washburn

Dear Mr. and Mrs. Washburn:

HCC Public Risk Claim Service, Inc. administers insurance claims on behalf of the Michigan Township Participating Plan which provides the insurance coverage for the City of Charlevoix. We received your claim in which you alleged property damage on June 15, 2013 from a sewer backup.

Our investigation of this claim did not find liability on behalf of the City of Charlevoix. Pursuant to the Governmental Immunity Act, MCL 691.1401 to 691.1419, (Public Act 222 of Public Acts of 2001), the Act states that "A governmental agency is immune from tort liability for the overflow or backup of a sewage disposal system unless the overflow or backup is a sewage disposal system event and the governmental agency is an appropriate governmental agency." In order for a claimant to collect compensation for the property damage caused by a sewer backup, the claimant must show that all of the following existed at the time of the event:

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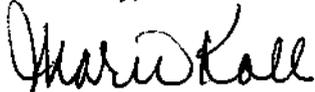
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August 19, 2013

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In communicating this position on behalf of the insured, HCC Public Risk Claim Service, Inc. does not waive and shall not be estopped from asserting additional defenses or further supporting its position on behalf of the insured.

Sincerely,

A handwritten signature in black ink that reads "Marie Koll". The signature is written in a cursive style with a large initial "M".

Marie Koll, AIC
Claims Adjuster

cc: City of Charlevoix
Municipal Underwriters of Michigan

JUNE 27 2013

CITY OF CHARLEVOIX

210 STATE STREET

CHARLEVOIX MI 49720

ON SATURDAY, JUNE 15, WE SMELLED SEWAGE IN OUR HOUSE AT 7:00 AM. WE CALLED A ROTOROOTER MAN AND BEFORE HE COULD ARRIVE AT 9:00 I NOTICED THAT OUR NEIGHBOR, ROD AND KIM STEVENS, HAD ALSO CALLED SOMEONE. THEIR MAN TOLD ME IT WAS THE CITY SEWER BACKING UP INTO OUR HOUSE.

THE CITY CREWS ARRIVED ABOUT 9:00 BUT BY THEN THE SEWAGE HAD ENTERED OUR BASEMENT WITH SUCH FORCE IT HAD BLOWN OFF OUR DRAIN COVER AND FILLED THE SHOWER. WHEN THE CITY CREW OPENED THE SEWER IT FLOWED OUT IMMEDIATELY BUT LEFT US WITH A RUINED BASEMENT AND WE WERE NOT ABLE TO BE IN OUR HOUSE.

WHEN THEY LEFT I CALLED BRADY CLEANING AND WAS TOLD THAT BECAUSE IT WAS AN E.P.A. PROBLEM WE SHOULD CALL SERVPRO FOR THE CLEANUP.

ENCLOSED PLEASE FIND THE COSTS OF OUR CLEANUP AND RESTORATION. I HAVE NOT INCLUDED THE HOURS IT HAS COST US OR THE LIST OF LITTLE THINGS WE WILL NOT REPLACE ALTHOUGH DID USE THEM (BABY FURNITURE, ETC.).

CLEANUP-----	\$4089.73
REPLACE DRYWALL MOLDINGS-----	\$2114.00
REPLACE CARPETING AND VINYL-----	\$1824.42
PERSONAL BELONGINGS-----	\$2050.00
REPAINT-----	\$ 600.00
TOTAL _____	\$10,658.15

WE HAVE RECEIVED \$5000.00 FROM OUR HOME INSURANCE SO I WOULD EXPECT YOU TO SUBTRACT THAT AMOUNT.

SAM & JILL WASHBURN
508 W UPRIGHT



PERSONAL BELONGINGS LOST IN SEWER BACK UP

GUN CABINET	\$100.00
BATHROOM STORAGE CABINET	\$100.00
BAR CABINET	\$100.00
RECLINER	\$200.00
6 DINING ROOM CHAIRS	\$250.00
2 SIDE TABLES	\$ 50.00
DEHUMIDIFIER	\$125.00
CHILDS ROCKER	\$ 25.00
BEDDING-----3 BLANKETS -COVER-SHEETS	\$100.00
HANDCRAFTED SHELF	\$50.00
GUN CASE	\$25.00
3 SUITCASES NOT OLD	\$125.00
2 VACUUMS— WORKING	\$125.00
FUTON	\$150.00
CARD TABLE	\$ 25.00
BOOK SHELF	\$ 75.00
PROJECTOR SCREEN	\$ 50.00
TOYS AND OTHER MISC.	\$150.00
SIVERWARE CASE	\$ 50.00
VANITY FOR BATHROOM	\$ 175.00
TOTAL LOSS PERSONAL	\$2050.00

Bartletts' Home Interiors
 6500 N. M-66 Hwy.
 Charlevoix, MI 49720
PHONE: 231-547-2884
FAX: 231-547-0719

bartlettshome@sbcglobal.net

CLIENT Jill Washburn	PHONE 547-4202	FAX	DATE 6/26/2013
	E-MAIL		
JOB LOCATION	BUILDER/CONTRACTOR/CARETAKER	JOB NAME/NUMBER	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

INSURANCE QUOTE

Area: Basement

In-stock Carpet	855.00
Pad	342.00
	\$1,197.00
Tax	71.82
Labor	342.00
Total	\$1,610.82

Note: Does not include furniture moving.

Area: Bathroom

In-stock Vinyl and adhesive	\$60.00
Tax	3.60
Labor	150.00
Total	\$213.60

Note: Does not include tear-out, excessive floor prep, underlayment or removal or replacement of toilet.

Grand Total \$1,824.42

We Propose hereby to furnish materials and labor - complete in accordance with above specifications, sum of: **One Thousand Eight Hundred Twenty Four and 42/100 Dollars (\$).**

***NOTE:** All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. We do not disconnect or reconnect electronic equipment or computers. The area where entertainment / computer centers are to be placed must be clear and ready for the unit. We cannot move existing furniture to different locations unless it is being replaced by purchased furniture. We are not authorized to disconnect or reconnect gas lines. Removal and replacement of toilets, when necessary, is not included unless specifically stated in proposal. Additional charges may incur due to unforeseen structural issues.

Authorized Signature _____
 Note: This Proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
 You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
 Date of Acceptance _____

Summary of Estimate

LOUISELLE
BUILDING & REMODELING
 Licensed and Insured

Mike Louisselle, Builder
 404 W. Garfield
 Charlevoix, MI 49720
 (231) 547-5806



Date: 6-25-13

Owner: SAM WASMAUR

Telephone: (231)-547-4202

Address: 503 W. UPRIGHT

City, State, ZIP: CHARLEVOIX, MI 49720

Classification	Total estimated material costs	Total estimated labor costs	Total sub-bids	Total
1 DRYWALL REPAIR IN BENT DUE TO SEWAGE BACK-UP				
2				
3 DRYWALL REPAIR	187. ⁰⁰	1,080. ⁰⁰		1,267. ⁰⁰
4 MOLD'G REPLACEMENT	147. ⁰⁰	700. ⁰⁰		847. ⁰⁰
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
Subtotals:	334. ⁰⁰	1,780. ⁰⁰		2,114. ⁰⁰

50% DOWN, REMAINING AMOUNT UPON COMPLETION
 Total estimate 2,114.⁰⁰

FLOORING REPLACEMENT NOT INCLUDED

PAINT NOT INCLUDED



of Gaylord & Cheboygan
 651 Expressway Court
 P.O. Box 1821
 Gaylord, Michigan 49735
 Phone : (989) 705-2400
 Fax : (989) 705-2240

of The Upper Peninsula
 301 Stone Street
 P.O. Box 432
 Ishpeming, Michigan 49849
 Phone : (906) 204-2450
 Fax : (906) 204-2452

INVOICE

Submitted on:

June 21, 2013

BILL TO

Name: Jill Washburn

Address: 508 West Upright St.
 Charlevoix, MI 49720

JOB INFORMATION

Name: Jill Washburn

Address: 508 West Upright St.
 Charlevoix, MI 49720

Please disregard if payment has been previously submitted

Services Provided

Water Damage Restoration \$ 4,089.73

Invoice Subtotal \$ 4,089.73

Deductions

1 none

Deductions Subtotal \$ -

Balance Due \$ 4,089.73



Servpro of Gaylord & Cheboygan

651 Expressway Court
P.O. Box 1821
Gaylord, MI 49734
(989) 705-2400
(989) 705-2240 Fax
Tax I.D. 38-3562140
Franchise # 8699

Client: Washburn, Jill
Property: 508 West Upright Street
Charlevoix, MI 49720

Home: (231) 547-4202

Operator Info:

Operator: DOUG

Estimator: Jim Goral
Company: Servpro of Gaylord & Cheboygan

Business: (989) 705-2400

Type of Estimate: Sewage

Date Entered: 6/17/2013

Date Assigned:

Price List: MIGA7X_MAY13

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2013-06-17-1651

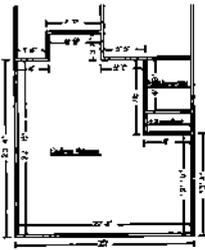


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2013-06-17-1651

Main Level

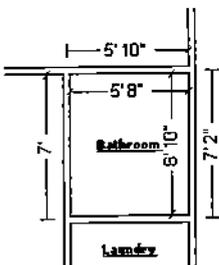


Living Room

Height: 8'

778.67 SF Walls	473.57 SF Ceiling
1,252.24 SF Walls & Ceiling	473.57 SF Floor
52.62 SY Flooring	97.33 LF Floor Perimeter
97.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
34. Dehumidifier (per 24 hour period) - XLarge - No monitoring	3.00 EA	0.00	121.10	363.30
35. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	25.61	230.49
NOTE: 3 air movers for 3 days				
10. Clean the surface area with pressure steam	300.00 SF	0.00	0.63	189.00
15. Tear out wet non-salv. gluedn.cpt.cut/bg-Cat 3 wtr-aft. hrs	300.00 SF	1.24	0.00	372.00
16. Apply plant-based anti-microbial agent - after hours	300.00 SF	0.00	0.25	75.00
23. Tear out wet drywall, cleanup, bag - Cat 3 - after hours	28.00 SF	1.26	0.00	35.28
27. Tear out wet paneling, bag for disp. - Cat 3 - after hours	10.00 SF	0.75	0.00	7.50
29. Tear out trim and bag for disposal - up to Cat 3 - aft hrs	41.00 LF	0.83	0.00	34.03
Totals: Living Room				1,306.60



Bathroom

Height: 8'

200.00 SF Walls	38.72 SF Ceiling
238.72 SF Walls & Ceiling	38.72 SF Floor
4.30 SY Flooring	25.00 LF Floor Perimeter
25.00 LF Ceil. Perimeter	

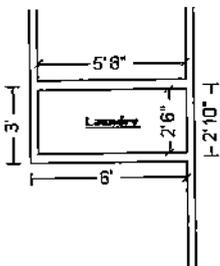


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 Franchise # 8699

CONTINUED - Bathroom

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
37. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	25.61	76.83
NOTE: 1 air mover for 3 days				
7. Water extract from floor - Cat 3 water - aft business hrs	38.72 SF	0.00	1.41	54.60
11. Clean the floor with pressure steam	38.72 SF	0.00	0.63	24.39
17. Apply plant-based anti-microbial agent - after hours	38.72 SF	0.00	0.25	9.68
21. Tear out non-salv vinyl, cut & bag - Cat 3 water-after hrs	38.72 SF	1.79	0.00	69.31
24. Tear out wet drywall, cleanup, bag - Cat 3 - after hours	16.00 SF	1.26	0.00	20.16
30. Toilet - Detach - after hours	1.00 EA	0.00	44.02	44.02
31. Cabinet - vanity unit - Detach - after hours	2.00 LF	0.00	15.14	30.28
Totals: Bathroom				329.27



Laundry

Height: 8'

130.67 SF Walls	14.17 SF Ceiling
144.83 SF Walls & Ceiling	14.17 SF Floor
1.57 SY Flooring	16.33 LF Floor Perimeter
16.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
8. Water extract from floor - Cat 3 water - aft business hrs	14.17 SF	0.00	1.41	19.98
12. Clean the floor with pressure steam	14.17 SF	0.00	0.63	8.93
18. Apply plant-based anti-microbial agent - after hours	14.17 SF	0.00	0.25	3.54
22. Tear out non-salv vinyl, cut & bag - Cat 3 water-after hrs	14.17 SF	1.79	0.00	25.36
Totals: Laundry				57.81



Servpro of Gaylord & Cheboygan

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 Franchise # 8699

CONTINUED - Storage 2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
14. Clean the floor with pressure steam	171.30 SF	0.00	0.63	107.92
20. Apply plant-based anti-microbial agent - after hours	171.30 SF	0.00	0.25	42.83
26. Tear out wet paneling, bag for disp. - Cat 3 - after hours	13.00 SF	0.75	0.00	9.75
Totals: Storage 2				478.86

General

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Equipment setup, take down	3.00 HR	0.00	38.72	116.16
2. Equipment monitoring (hourly charge)	4.50 HR	0.00	38.72	174.24
3. Dumpster load - Approx. 15 yards, 4 tons of debris	1.00 EA	535.00	0.00	535.00
4. Emergency service call - after business hours	1.00 EA	0.00	168.92	168.92
33. Add for personal protective equipment (hazardous cleanup)	4.00 EA	0.00	7.30	29.20
32. Hazardous Waste/Mold Cleaning Technician - after hours	2.00 HR	0.00	86.28	172.56
NOTE: Labor hours to move all contents outside to driveway				
39. Hazardous Waste/Mold Cleaning Technician - per hour	2.00 HR	0.00	57.46	114.92
NOTE: Dispose of contents into dumpster				
Totals: General				1,311.00
Total: Main Level				4,076.07
Line Item Totals: 2013-06-17-1651				4,076.07



Servpro of Gaylord & Cheboygan

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 Franchise # 8699

Grand Total Areas:

1,948.60 SF Walls	836.66 SF Ceiling	2,785.26 SF Walls and Ceiling
836.66 SF Floor	92.96 SY Flooring	243.57 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	243.57 LF Ceil. Perimeter
836.66 Floor Area	898.39 Total Area	1,948.60 Interior Wall Area
1,117.09 Exterior Wall Area	124.12 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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 Franchise # 8699

Summary

Line Item Total			4,076.07
Material Sales Tax	@	6.000%	13.66
Replacement Cost Value			\$4,089.73
Net Claim			\$4,089.73

Jim Goral

RECEIVED

AUG 28 2013

CITY OF CHARLEVOIX

JUNE 27 2013

CITY OF CHARLEVOIX

210 STATE STREET

CHARLEVOIX MI 49720

ON SATURDAY, JUNE 15, WE SMELLED SEWAGE IN OUR HOUSE AT 7:00 AM. WE CALLED A ROTOROOTER MAN AND BEFORE HE COULD ARRIVE AT 9:00 I NOTICED THAT OUR NEIGHBOR, ROD AND KIM STEVENS, HAD ALSO CALLED SOMEONE. THEIR MAN TOLD ME IT WAS THE CITY SEWER BACKING UP INTO OUR HOUSE.

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WHEN THEY LEFT I CALLED BRADY CLEANING AND WAS TOLD THAT BECAUSE IT WAS AN E.P.A. PROBLEM WE SHOULD CALL SERVPRO FOR THE CLEANUP.

ENCLOSED PLEASE FIND THE COSTS OF OUR CLEANUP AND RESTORATION. I HAVE NOT INCLUDED THE HOURS IT HAS COST US OR THE LIST OF LITTLE THINGS WE WILL NOT REPLACE ALTHOUGH DID USE THEM (BABY FURNITURE, ETC.).

CLEANUP-----	\$4089.73	
	2532.00	<i>actual cost</i>
REPLACE DRYWALL MOLDINGS-----	\$2114.00	
	1193.91	<i>actual cost</i>
REPLACE CARPETING AND VINYL-----	\$1824.42	
	1925.	<i>actual cost</i>
PERSONAL BELONGINGS-----	\$2050.00	
Dehumidifier	201.39	<i>actual cost</i>
REPAINT	\$ 600.00	<i>actual cost</i>
Bathroom	291.71	<i>actual cost</i>
TOTAL	\$10,658.15	10233.74

WE HAVE RECEIVED \$5000.00 FROM OUR HOME INSURANCE SO I WOULD EXPECT YOU TO SUBTRACT THAT AMOUNT.

SAM & JILL WASHBURN
508 W UPRIGHT

Sam Washburn Jill Washburn
City manager called to say claim was rejected
told me to see about putting in sewer check
value. Got from Haggards #2281.⁰⁰
Total \$12514.74

PERSONAL BELONGINGS LOST IN SEWER BACK UP

GUN CABINET	\$100.00	
BATHROOM STORAGE CABINET	\$100.00	
BAR CABINET	\$100.00	
RECLINER	\$200.00	
6 DINING ROOM CHAIRS	\$250.00	
2 SIDE TABLES	\$ 50.00	
<i>Cabinets - bottom</i>	<i>175.00</i>	
DEHUMIDIFIER	\$125.00	<i>201.39</i>
CHILDS ROCKER	\$ 25.00	
BEDDING—3 BLANKETS—COVER-SHEETS	\$100.00	
HANDCRAFTED SHELF	\$50.00	
GUN CASE	\$25.00	
3 SUITCASES NOT OLD	\$125.00	
2 VACUUMS— WORKING	\$125.00	
FUTON	\$150.00	
CARD TABLE	\$ 25.00	
BOOK SHELF	\$ 75.00	
PROJECTOR SCREEN	\$ 50.00	
TOYS AND OTHER MISC.	\$150.00	
SIVERWARE CASE	\$ 50.00	
VANITY FOR BATHROOM	\$175.00	<i>not included - storage in shop - aparts 23</i>
TOTAL LOSS PERSONAL	\$2050.00	<i>1925</i>

RECEIVED

JUN 28 2013

CITY OF CHARLEVOIX

RODNEY & KIMBERLY STEVENS

510 West Upright Street
Charlevoix, MI 49720
231-547-5757

June 28, 2012

Rob Straebel, City Manager
City of Charlevoix
210 State Street
Charlevoix, MI 49720

Dear Rob,

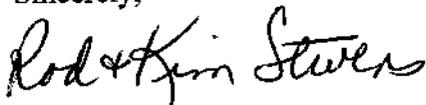
As per your recommendation we would like to take this opportunity to submit our expenses that we incurred due to the City sewer back up on Saturday, June 15, 2013. Below is an itemized summary along with documentation which is enclosed.

Servpro (Clean up)	\$2,014.18
Louiselle Building & Remolding (Damage Repair)	\$1,834.00
Bartletts' Home Interiors (carpet replacement)	<u>\$1,563.12</u>
TOTAL	\$5,411.30

We are aware that the City may not cover all the cost which we incurred but would greatly appreciate that possibly the clean up charge from Servpro be taken care of. You and the City staff have been helpful and we are most grateful that you have taken the time to discuss this very unfortunate circumstance and are willing to help us out in any way you can.

Again thank you for your consideration.

Sincerely,



Rod & Kim Stevens



of Gaylord & Cheboygan
 651 Expressway Court
 P.O. Box 1821
 Gaylord, Michigan 49735
 Phone : (989) 705-2400
 Fax : (989) 705-2240

of The Upper Peninsula
 301 Stone Street
 P.O. Box 432
 Ishpeming, Michigan 49849
 Phone : (906) 204-2450
 Fax : (906) 204-2452

INVOICE

Submitted on: **June 21, 2013**

BILL TO
 Name: Rod Stevens
 Address: 510 West Upright St.
 Charlevoix, MI 49720

JOB INFORMATION
 Name: Rod Stevens
 Address: 510 West Upright St.
 Charlevoix, MI 49720

Please disregard if payment has been previously submitted

Services Provided

Water Damage Restoration	\$ 2,014.18
Invoice Subtotal	\$ 2,014.18

Deductions

1 none	
Deductions Subtotal	\$ -

Balance Due \$ 2,014.18

Interest will be charged at the maximum allowable by law, or at 1.5% per month, on accounts over 30 days past due.

(Please detach bottom portion and send with payment)

Please make checks payable to SERVPRO® of Gaylord & Cheboygan

P.O. Box 1821
 Gaylord, MI 49734

*We accept Visa, MasterCard,
 American Express, and Discover
 To pay by credit card, call (989) 705-2400*

From: Rod Stevens
 510 West Upright St.
 Charlevoix, MI 49720

Payment Due: July 22, 2013
 Amount Due: \$2,014.18



Servpro of Gaylord & Cheboygan

651 Expressway Court
P.O. Box 1821
Gaylord, MI 49734
(989) 705-2400
(989) 705-2240 Fax
Tax I.D. 38-3562140
Franchise # 8699

Client: Stevens, Rod
Property: 510 West Upright Street
Charlevoix, MI

Home: (231) 675-4063

Operator Info:
Operator: DOUG

Estimator: Jim Goral
Company: Servpro of Gaylord & Cheboygan

Business: (989) 705-2400

Type of Estimate: Sewage
Date Entered: 6/17/2013

Date Assigned:

Price List: MIGA7X_MAY13
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2013-06-17-1538

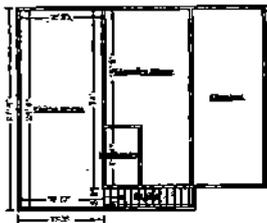


Servpro of Gaylord & Cheboygan

651 Expressway Court
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 Gaylord, MI 49734
 (989) 705-2400
 (989) 705-2240 Fax
 Tax I.D. 38-3562140
 Franchise # 8699

2013-06-17-1538

Main Level



Living Room

Height: 8'

578.67 SF Walls	287.11 SF Ceiling
865.78 SF Walls & Ceiling	287.11 SF Floor
31.90 SY Flooring	72.33 LF Floor Perimeter
72.33 LF Ceil. Perimeter	

Missing Wall

2' 8" X 8'

Opens into STAIRS

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
6. Dehumidifier (per 24 hour period) - No monitoring	3.00 EA	0.00	54.57	163.71
5. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	25.61	153.66
NOTE: 2 air movers for 3 days				
4. Tear out baseboard and bag for disp. - up to Cat 3 aft hrs	61.00 LF	0.83	0.00	50.63
7. Tear out wet drywall, cleanup, bag - Cat 3 - after hours	35.00 SF	1.26	0.00	44.10
8. Tear out wet carpet pad, cut/bag - Cat 3 wtr - aft.bus.hrs	287.11 SF	0.68	0.00	195.23
9. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	287.11 SF	0.51	0.00	146.43
10. Apply plant-based anti-microbial agent - after hours	175.00 SF	0.00	0.25	43.75
11. Clean the surface area with pressure steam	175.00 SF	0.00	0.63	110.25

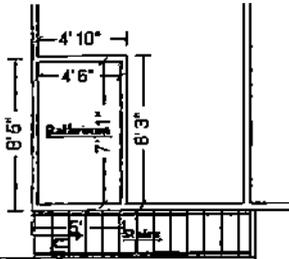
Totals: Living Room

907.76



Servpro of Gaylord & Cheboygan

651 Expressway Court
 P.O. Box 1821
 Gaylord, MI 49734
 (989) 705-2400
 (989) 705-2240 Fax
 Tax I.D. 38-3562140
 Franchise # 8699

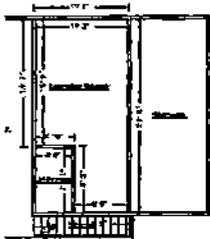


Bathroom

Height: 8'

198.67 SF Walls	35.63 SF Ceiling
234.29 SF Walls & Ceiling	35.63 SF Floor
3.96 SY Flooring	24.83 LF Floor Perimeter
24.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
24. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	25.61	76.83
NOTE: 1 air mover for 3 days				
18. Apply plant-based anti-microbial agent - after hours	35.63 SF	0.00	0.25	8.91
19. Clean the floor with pressure steam	35.63 SF	0.00	0.63	22.45
20. Tear out wet paneling, bag for disp. - Cat 3 - after hours	2.00 SF	0.75	0.00	1.50
21. Tear out baseboard and bag for disp. - up to Cat 3 aft hrs	11.00 LF	0.83	0.00	9.13
22. Toilet - Detach - after hours	1.00 EA	0.00	44.02	44.02
23. Cabinet - vanity unit - Detach - after hours	1.42 LF	0.00	15.14	21.50
25. Water extract from floor - Cat 3 water - aft business hrs	35.63 SF	0.00	1.41	50.24
Totals: Bathroom				234.58



Laundry Room

Height: 8'

558.67 SF Walls	226.38 SF Ceiling
785.04 SF Walls & Ceiling	226.38 SF Floor
25.15 SY Flooring	69.83 LF Floor Perimeter
69.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
17. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	25.61	76.83



Servpro of Gaylord & Cheboygan

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Gaylord, MI 49734
(989) 705-2400
(989) 705-2240 Fax
Tax I.D. 38-3562140
Franchise # 8699

CONTINUED - Laundry Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
NOTE: 1 air mover for 3 days				
12. Apply plant-based anti-microbial agent - after hours	226.38 SF	0.00	0.25	56.60
13. Clean the floor with pressure steam	226.38 SF	0.00	0.63	142.62
14. Tear out wet paneling, bag for disp. - Cat 3 - after hours	4.00 SF	0.75	0.00	3.00
15. Tear out wet drywall, cleanup, bag - Cat 3 - after hours	4.00 SF	1.26	0.00	5.04
16. Tear out baseboard and bag for disp. - up to Cat 3 aft hrs	24.00 LF	0.83	0.00	19.92
Totals: Laundry Room				304.01

General

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
26. Add for personal protective equipment (hazardous cleanup)	4.00 EA	0.00	7.30	29.20
1. Equipment setup, take down	1.66 HR	0.00	38.72	64.28
2. Equipment monitoring (hourly charge)	4.50 HR	0.00	38.72	174.24
3. Emergency service call - after business hours	1.00 EA	0.00	168.92	168.92
27. Haul debris - per pickup truck load - including dump fees	1.00 EA	119.52	0.00	119.52
Totals: General				556.16
Total: Main Level				2,002.51
Line Item Totals: 2013-06-17-1538				2,002.51



Servpro of Gaylord & Cheboygan

651 Expressway Court
 P.O. Box 1821
 Gaylord, MI 49734
 (989) 705-2400
 (989) 705-2240 Fax
 Tax I.D. 38-3562140
 Franchise # 8699

Grand Total Areas:

2,161.82 SF Walls	799.36 SF Ceiling	2,961.18 SF Walls and Ceiling
825.69 SF Floor	91.74 SY Flooring	261.41 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	256.50 LF Ceil. Perimeter
825.69 Floor Area	862.86 Total Area	1,774.00 Interior Wall Area
942.75 Exterior Wall Area	104.75 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Servpro of Gaylord & Cheboygan

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Gaylord, MI 49734
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(989) 705-2240 Fax
Tax I.D. 38-3562140
Franchise # 8699

Summary

Line Item Total			2,002.51
Material Sales Tax	@	6.000%	11.67
Replacement Cost Value			\$2,014.18
Net Claim			\$2,014.18

Jim Goral

Summary of Estimate

LOUISELLE
BUILDING & REMODELING
 Licensed and Insured

Mike Louisselle, Builder
 404 W. Garfield
 Charlevoix, MI 49720
 (231) 547-5806



Date: 6-25-13

Owner: ROD & KIM STEVENS

Telephone: (231)-547-5757

Address: 510 W. UPRIGHT

City, State, ZIP: CHARLEVOIX, MI 49720

Classification	Total estimated material costs	Total estimated labor costs	Total sub-bids	Total
1 DAMAGE REPAIR IN BSMT DUE TO SEWAGE BACKUP				
2				
3 DRYWALL REPAIR	149. ⁰⁰	960. ⁰⁰		1,108. ⁰⁰
4 MOLDIG REPLACEMENT	126. ⁰⁰	600. ⁰⁰		726. ⁰⁰
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
Subtotals:	274. ⁰⁰	1,560. ⁰⁰		1,834. ⁰⁰

50% DOWN, REMAINING AMOUNT UPON COMPLETION
 CARPET REPLACEMENT NOT INCLUDED Total estimate 1,834.⁰⁰
 PAINT NOT INCLUDED



Bartlett's Home Interiors
 6500 N. M-66 Hwy.
 Charlevoix, MI 49720
PHONE: 231-547-2884
FAX: 231-547-0719

PROPOSAL AND ACCEPTANCE

bartlettshome@sbcglobal.net

CLIENT Kim Stevens 510 Upright Charlevoix, MI 49720	PHONE 582-6232	FAX	DATE 6/27/2013
	E-MAIL		
JOB LOCATION	BUILDER/CONTRACTOR/CARETAKER	JOB NAME/NUMBER	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

INSURANCE QUOTE

Area: Basement

In-stock carpet	810.00
Pad	342.00
	\$1,152.00
Tax	69.12
Labor	342.00
Total	\$1,563.12

We Propose hereby to furnish materials and labor - complete in accordance with above specifications, sum of: **One Thousand Five Hundred Sixty Three and 12/100 Dollars (\$).**

*NOTE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. We do not disconnect or reconnect electronic equipment or computers. The area where entertainment / computer centers are to be placed must be clear and ready for the unit. We cannot move existing furniture to different locations unless it is being replaced by purchased furniture. We are not authorized to disconnect or reconnect gas lines. Removal and replacement of toilets, when necessary, is not included unless specifically stated in proposal. Additional charges may incur due to unforeseen structural issues.

Authorized Signature
 Note: This Proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
 You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
 Date of Acceptance _____

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion Regarding Draft Donation Acceptance Policy

DATE: September 3, 2013

PRESENTED BY: Rob Straebel

ATTACHMENTS:

1. Current Adopted Policy
2. September 3, 2013 Draft Policy

BACKGROUND INFORMATION: The Committee set up by City Council to review the current Donation Acceptance Policy has completed their work and recommends City Council adopt the attached September 3 revised policy. To allow the community sufficient time to review and give input, the City Council should consider adopting the policy at the second meeting on September 16, 2013. Staff can place draft policy on the website for easy access and review by residents.

The draft policy has used much of the current language and has been re-organized for better readability. Many provisions have been revised or changed for a better understanding of the obligations of the City and of the donor. Most notable of the changes are the following:

II A. 7

- a. States neither purchase nor installation shall commence until donor's gift has been completed and funds received by the City for such purposes.
- b. Requires an endowment for annual on-going operation and maintenance exceeding \$5,000.
- c. Allows the City, in rare and unusual circumstances to waive the above requirements.

II B.

Describes categories of acceptable gifts

II C.

Guidelines shall not be applicable to programs sponsored or approved by the City that are existing as of the date of this policy.

III Installation

Calls for a contract to be executed between the City and a licensed contractor for installation of donated items. This would give City more control over installation process.

Many thanks go out to the committee members for their participation in revising the donation policy. Kay Heise, Bob Klein, Birdie Whitley, Tom Ochs and Dave Robinson all should be commended for their efforts.

RECOMMENDATION: Review and give comments to City Staff. Schedule a meeting for September 16, 2013 for possible adoption. Based upon Council's concurrence, Staff would like to place draft policy on website for review by the public.

City of Charlevoix Donation Acceptance Policy

1. Introduction

The City truly appreciates the generosity of donors who wish to make Charlevoix a finer community for all. The residents of the City of Charlevoix have a proven track record in not only volunteering for many community initiatives and serving on various boards but also making generous donations. These efforts further enhance our quality of life and contribute to making "Charlevoix the Beautiful" a truly unique and special community. These invaluable efforts often make the difference between a good community and a great community. Examples of past donations include art work, vehicles, benches, trees and other items. The current list of donated amenities that have been partially or fully funded by the generosity of an individual, organization, or foundation is a long one. Charlevoix and its residents are very fortunate.

2. Purpose

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of personal property to the City, including the installation, long-term maintenance and operation of donated elements to the City. The City of Charlevoix (hereinafter the "City") desires to encourage donations while at the same time consider aesthetic impacts and on-going maintenance and operational costs. Any donated items become property of the City of Charlevoix.

Acceptance Guidelines and Standards established by this policy will apply to all donations made after the effective date of this policy, and shall also include the current proposal to construct a Community Fireplace in East Park.

3. Standards for New Donations

A. Definitions

Donation-an act or instance of presenting something as a gift or contribution, either monetary or a physical element.

New Donations-New donations are those made after the adoption of this policy, but shall include the current proposal to construct a Community Fireplace in East Park.

B. Appearance and Aesthetics

The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public lands and facilities. Donated elements and their associated acknowledgments should reflect the character of the park or facility. All

elements will be installed in such a manner that will not substantially change the character of a facility or its intended use.

C. Maintenance/Repair

Donated elements and their associated acknowledgement become City property. The community has an interest in ensuring that all elements remain in good repair. In addition, the community has an interest in ensuring that the short and long-term repair costs are reasonable and that repair parts and materials must be readily available. Donated elements must be of high quality to ensure a long life, be resistant to the elements, wear and tear, and to acts of vandalism.

D. Cost

The City has an interest in ensuring that the donor covers the full cost for the purchase, installation, and maintenance and operation during the expected life cycle of donated elements. Conversely, the City may determine that the value of a donated element far exceeds the maintenance and operational costs. Each donation is unique and should be evaluated on its own merits. Consequently, the City shall consider the following options when considering donations:

1. Require all estimated annual maintenance and operation costs be paid in advance by private donations or funding sources other than taxpayer dollars prior to use of the donated item;
2. At the time of the donation, the City must receive sufficient funds or financial commitments to cover anticipated on-going maintenance and operation costs of donated elements during their expected life expectancy.
3. The inherent value of the donation exceeds the annual maintenance and operational costs requiring no funds be contributed by the donator to the City.

4. Procedure for Making a Donation

The City Council shall have the authority to approve, deny or modify all donations. Prior to preparing a written proposal, the donor or donor's representative shall contact the City Manager's Office to discuss a proposed donation. A pre-application meeting may assist the potential donor in determining if a gift will meet the criteria contained in this policy. City Staff or City Council may request additional information such as but not limited, to scaled drawings, artist's rendition or other documents or submittals to better illustrate the exact nature of the donated elements. All submittal materials shall be paid by the donor or donor's representative. The City may choose to consult with other agencies or organizations in the review process. The City Council may also send any donation proposal to the appropriate board or committee for review and subsequent recommendation to the City Council.

If a gift appears to be in accordance with this policy, the donor or donor's representative will then submit a written proposal and meet with City Staff members to determine the specific nature of the donation, proposed location, and yearly maintenance and operational costs for review and processing. The written proposal, including a Staff report, will be sent to City Council for their decision.

5. Acceptance Guidelines, Acknowledgements/Memorial Plaques

A. Acceptance Guidelines

Based upon the City's best interests, the City may accept a donation element for a specific facility or location. When considering donations, the City Council shall consider the following criteria in its decision-making process:

1. Does the proposed donation substantially interfere with the intended current or future use of the land or facility where it is being proposed to be located;
2. Uniqueness of the proposal and its ability to attract visitors to the community;
3. Whether the donated element requires relocation or installation of other equipment or infrastructure to accommodate the donation;
4. A plan exists showing the available locations for donated elements;
5. Any substantial impacts on public health, safety or welfare.
6. Recommendation of the City Staff.

The City Council is not obligated to accept donations but will consider each donation based upon its own merits. Some City facilities may be fully developed and the opportunity for donations may not be available.

B. Acknowledgements/Memorial Plaques

Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered. Donation acknowledgements/memorial plaques and its text will be approved by the City Council with all acknowledgments being tasteful and subtle.

6. Installation

If the donated element, including donor acknowledgements/memorial plaques, requires any type of installation, the installation shall be completed by a licensed contractor and/or City Staff. The donor shall select and pay for the licensed contractor and the selection of the contractor shall be

approved by the City. The licensed contractor shall assume all responsibility for construction or placement of a donated element and shall hold the City harmless for any damages to property or buildings. If installation includes City Staff, the City may require reimbursement for personnel and equipment costs associated with installation of donated element. The installation will be scheduled at a time and date as determined by City Staff so as not to unnecessarily interfere with routine maintenance activities and in a manner that minimizes impacts to the community. City Staff shall oversee the installation process to ensure compliance with the proposal.

7. Removal and/or Relocation

This section applies to both existing and new donations. When it is in the City's best interest, the City reserves the right to restore, relocate, remove or relinquish donations that are no longer suited for their original purpose. Donations do not confer special privilege or rights for the donor or any other person or entity. Donations are graciously and unconditionally accepted without obligation.

8. Donations Impacting City Parks

If a donated physical element is being proposed for a City park, Council may hold a Public Hearing on the proposed donation. In determining whether a Public Hearing is appropriate, City Council shall consider whether there is a reasonable likelihood that the donated element would have one or more significant impacts on the park or the surrounding community. Significant impacts may included but are not limited to: impacts on viewsheds, size of the proposed element, noise generation, safety concerns or other impacts deemed appropriate by City Council. Purpose of the Public Hearing will be to solicit input from City residents on the proposed donation, the anticipated significant impacts and whether any adverse impacts can be lessened or eliminated.

City of Charlevoix Donation Acceptance Policy

Draft September 3, 2013

I. Introduction/Purpose

The City truly appreciates the generosity of donors who wish to make Charlevoix a finer community for all. The residents of the City of Charlevoix have a proven track record in not only volunteering for many community initiatives and serving on various boards but also making generous donations. These efforts further enhance our quality of life and contribute to making "Charlevoix the Beautiful" a truly unique and special community. These invaluable efforts often make the difference between a good community and a great community. Examples of past donations include art work, vehicles, benches, trees and other items. The current list of donated amenities that have been partially or fully funded by the generosity of an individual, organization, or foundation is a long one. Charlevoix and its residents are very fortunate. With the increased presence of the Charlevoix County Community Foundation, future success may be promoted through collaboration with that organization, and City officials are therefore encouraged to maintain appropriate liaisons for such reasons.

The purpose of this policy is to establish guidelines, standards and procedures for the acceptance of gifts to the City, including the installation, long-term maintenance and operation of donated elements to the City which will enhance the quality of life. The City of Charlevoix (hereinafter the "City") desires to encourage donations while at the same time considering aesthetic impacts and on-going maintenance and operational costs.

Acceptance Guidelines and Standards established by this policy will apply to all donations made after the effective date of this policy.

II. Guidelines

A. Gifts intended to either become incorporated into City parks as well as gifts of equipment, vehicles, boats or facilities intended to supplement those of the City often involve considerations of aesthetics, costs, and compatibility whose features shall be measured with respect to the following criteria:

1. Aesthetics- The City and Community have an interest in ensuring the best appearance and aesthetic quality of public lands and facilities. Donations and their recognition shall reflect the character and be consistent with the intended surroundings.
2. Requirement of Maintenance/Repair- Since donated elements and their associated recognition become City property, the Community has an

interest in ensuring that all elements remain in good repair. In addition, the Community has an interest in ensuring that the short and long-term repair costs are reasonable and that repair parts and materials be readily available. So too, elements must be of a quality to insure a long life, be resistant to weather, wear and tear, and acts of vandalism.

3. Requirement of Consistency with Current and Future Use- i.e. does the proposed donation substantially interfere with the intended current or future use of the land or facility where it is being proposed to be located.
4. Uniqueness of the Proposed Gift and Its Ability to Attract Visitors to the Community
5. Whether the Proposed Gift Requires Relocation, Removal or Installation of Other Equipment or Infrastructure to Accommodate the Donation
6. Absence of Substantial Impact on Public Health and Safety and/or Welfare
7. Costs Associated with the Proposed Gift- The City also has an interest in knowing in advance the full cost which may be associated with a gift, namely those which may relate to purchase, installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the gift should be sufficient to cover all such expenses.
 - a. Neither purchase nor installation shall commence until the donor's gift has been completed and funds have been received by the City for such purposes.
 - b. As to gifts requiring on-going operation and maintenance, amounts which are estimated to exceed \$5,000 on an annual basis, the gift shall include an endowment sufficient to defray them, i.e. 20x the estimated amounts.
 - c. In rare and unusual circumstances where the City has determined that the value of the gift substantially exceeds the cost associated therewith, these requirements may be waived, but only after appropriate notice and public hearing.
8. Requirements for Memorial Plaques- To ensure uniformity of appearance and good taste, the language of such plaques shall also be approved by the City.

Donation acknowledgments and memorial plaques shall be made of bronze and be of the highest quality, life and durability. In cases where bronze plaques are not feasible, other alternative types may be considered.

9. Special Provisions Relating to City Parks- In cases of donations to City parks which may reasonably affect the park or its immediate surroundings, the City Council shall hold a Public Hearing for such purpose to invite comment from the community with respect to impact on viewsheds, safety concerns, potential for noise generation, and compatibility with the aesthetic features of the park.

B. Gifts made for programs, sponsorships, renovations, and projects of like nature may also benefit the City either directly or indirectly. However, in addition to considerations of timeliness, cost and suitability, there may also involve concerns related to the method of conveyance and adequacy of funding. The criteria outlined above (A. 1-9) shall then be applicable where appropriate. In general, categories of acceptable gifts are:

- ❖ Cash (and cash equivalents-checks, CDs, savings accounts)
- ❖ Marketable securities (publicly traded stocks, bonds, U.S. government securities)
- ❖ Tangible personal property
- ❖ Life insurance
- ❖ Real estate
- ❖ IRA rollovers
- ❖ Charitable Gift Annuities
- ❖ Charitable Remainder Trusts
- ❖ Charitable Annuity Trusts
- ❖ Charitable Lead Trusts
- ❖ Bequests

Council shall exercise caution as to gifts including conditions and carrying costs, and at all times shall ensure itself that the funds provided are sufficient to carry out the intention of the gift and that its purpose is a salutary one.

C. These guidelines shall not be applicable to programs sponsored or approved by the City existing as of the date of this policy.

III. Installation

If the gift, including donor acknowledgements/memorial plaques, requires any type of installation, the installation shall take place through a contract drafted by the City, the terms and conditions which have been approved by municipal legal counsel. In certain instances, a performance bond may be required, costs of which shall be borne by the donor and considered as an additional expense under II A. 7. The installation shall be completed by a licensed contractor. The licensed contractor will assume all responsibility for construction or placement of the gift and shall hold the City harmless for any damages to property or buildings. If installation involves City Staff, the City may require reimbursement for personnel and equipment costs associated with installation. The installation will be scheduled at a time and date as determined

by City Staff so as not to unnecessarily interfere with routine maintenance activities and in a manner that minimizes impacts to the Community. City Staff shall oversee the installation process to ensure compliance with the proposal.

IV. Removal and/or Relocation

When it is in the City's best interest, the City reserves the right to restore, relocate, remove or relinquish donations that are no longer suited for their original purpose. This section applies to both existing and new donations.

V. Procedures for Making and Accepting Gifts

The City Council shall have the full and final authority to approve or deny all gift proposals. To promote an efficient review process, though, as well as to prevent disappointed expectations, prior to preparing a written proposal the donor or donor's representatives shall contact the City Manager's Office to discuss a proposed gift. Such pre-application meeting shall assist both the prospective donor and the City in determining whether a gift will meet the criteria contained in this policy. City Staff or City Council may request additional information including but not limited to scaled drawings, artist's renditions or other documents to better illustrate the exact nature of the donation. The City may choose to consult with other agencies or organizations in the review process. The City Council may also send any proposal to the appropriate board or committee for review with subsequent recommendation to City Council.

If a gift appears to be in accordance with this policy, the donor or donor's representative will then submit a written proposal and meet with City Staff members to determine the specific nature of the donation, proposed location, and yearly maintenance and operational costs for review and processing. The written proposal, including a Staff report, will be sent to City Council for its decision.

Because promptness is likely to be important to both the prospective donor and the City, each party shall be considerate in this regard at each stage of its dealings with one another.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Discussion Regarding Assessment Management Proposal

DATE: September 3, 2013

PRESENTED BY: Mark Prein, Prein and Newhof

ATTACHMENTS: May 28, 2013 proposal from Prein and Newhof

BACKGROUND INFORMATION: Recently the MDEQ developed a new grant program- Stormwater, Asset Management and Wastewater (SAW) program. The program is developed to create asset management programs for communities to inventory and study the condition of infrastructure while identifying a financial plan for long-range sustainability. The City would like to submit an application for grant dollars to develop this management plan.

For grant purposes, we need certain baseline information and are proposing to utilize the services of Prein and Newhof. They are proposing a fee of \$4,500 for the appraisal component. See attached proposal. This information will then be used in the submission of a SAW grant application. Both Phase I and II should be reimbursable through the SAW program. Completing Phase III would be contingent upon grant funding.

RECOMMENDATION: Staff strongly believes that receiving a SAW grant application for asset management would be invaluable to the City. Grant monies would assist us in creating an accurate inventory of our stormwater and wastewater collection infrastructure. This would lead to long-range improvement plans along with a financial plan to accomplish the City's infrastructure needs. There would also be substantial infrastructure mapping through Geographic Information Systems (GIS) allowing City crews to access accurate computer mapping in the field.

Staff recommends City Council make a motion to approve May 28, 2013 Asset Management proposal from Prien and Newhof.

RECEIVED

MAY 31 2013

CITY OF CHARLEVOIX

May 28, 2013

Rob Straebel, Manager
Village of Charlevoix
210 State Street
Charlevoix, MI 49720

RE: Asset Management – Appraisal Phase Proposal

Dear Rob:

Thank you for the opportunity to submit this proposal for wastewater and stormwater Asset Management Planning Services in conjunction with Michigan's new SAW Grants Program. An Asset Management Plan (AMP) will identify your infrastructure assets, evaluate their condition, determine potential failures/risks/ consequences, project future ownership costs, and help you create a financing plan to sustainably maintain your infrastructure assets while providing your desired level of service to your customers.

Additionally, regulatory permitting agencies are recognizing the need for AMP and are either currently requiring or will require AMPs for public infrastructure as a condition of future NPDES permits. The verbiage being considered for NPDES Permit renewals is attached.

There are several basic steps to creating an Asset Management plan:

- **Appraisal** – Review what you have, how you want to manage it, and what it will take to create an Asset Management system.
- **Inventory/Mapping** – Define what you have and where it is located.
- **Condition Assessment** – Document the condition, failure risk, and the cost to maintain and replace an asset.
- **Asset Management Plan** – Defines what is to be maintained or replaced and establishes a schedule and cost for that work. Includes a Capital Improvement Plan and a Financing Plan.

The first step in developing your Asset Management System is an Appraisal. The Appraisal sets the groundwork for your AMP and includes the following scope of services:

Phase I: Appraisal

1. Identify Assets to be Managed
 - a. Sanitary Sewer system
 - i. Collection - Pipes, manholes, pump stations
 - ii. Treatment - Piping, equipment, controls, facilities
 - b. Storm Water system
 - i. Collection - Pipes, manholes, culverts, open drains
 - ii. Treatment - Catch basins, separators, storage tanks, biological treatment

2. Understand System History/Concerns
 - a. Discussion of system layout and age
 - b. Historical information
 - i. Materials, soils, ground water, contamination, etc.
 - ii. Funding – rates, grant eligibility, customer base, etc.
3. Determine Level of Service
 - a. Existing system performance and staff levels
 - b. Desired performance and staffing
4. Review Available Information – level of completeness and accessibility
5. Desired Management System
 - a. Software
 - b. Hardware
 - c. Institutional and Community Culture
6. Detailed Work Plan Development
 - a. Scope, schedule, and budget for the AMP

To accomplish the scope of services, we propose the following schedule:

- Kick off meeting
 - Identify the infrastructure Assets that will be included in the AMP
 - Review the systems' history and maintenance/replacement concerns
 - Discuss existing and desired levels of service (including cost implications)
- Review Available Information
 - Review mapping, data, formats, records to determine starting point of the AMP
 - Identify quantity and quality of existing information and assess practicality for incorporation into the AMP
- Management System
 - Prepare preliminary work plan and AMP recommendations
 - Meeting to review preliminary findings
- Final Work Plan
 - Create summary report of findings
 - Develop detailed scope, schedule, and budget for AMP to be used in MDEQ's SAW Grant Application in late summer 2013.

We propose to complete Phase I services for a lump sum amount of \$4,500

Phase II: SAW Grant Application

The final detailed work plan from Phase I will be used to generate your SAW grant application to the Michigan Department of Environmental Quality. We expect the actual grant applications will be available later this summer. These grants have a maximum amount of \$2,000,000 per community, with a 10% local match on the first \$1,000,000 and a 25% match on any amount over \$1,000,000. They are awarded on a first come/first served basis. As currently proposed, Charlevoix may have to either evaluate its rates or build a project within three years of receiving

Rob Straebel
May 28, 2013
Page 3

a grant, or risk forced grant repayment. Once we know what the SAW Grant application process entails, we will provide a firm fee proposal for Phase II.

Based on currently available information, both Phase I and Phase II services should be reimbursable through the SAW grant.

Phase III: Stormwater Master Planning and Stormwater/Wastewater Asset Management Plans

A professional fee proposal for Phase III will be developed during Phases I and II after determining a scope of work and level of effort.

Thank you for the opportunity to provide this proposal for professional services. If you concur with the proposed scope and fee for services, please signify in the space provided at the end of this proposal.

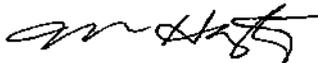
If you have any questions or require additional information, please give me a call.

Sincerely,

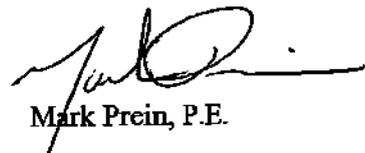
Prein&Newhof



Michael S. Fuller, P.E.



James R. Hegarty, P.E.



Mark Prein, P.E.

Enclosure

Accepted by: _____

Date: _____

SAW Grant Update 6/5/2013

Here's the latest information regarding the SAW Grants:

- The grants will be awarded on a first-come, first-served basis.
- There is \$97,000,000 available this year. There is no percentage or dollar "split" between grants and loans. The type of award will be determined by applicant demand.
- MDEQ expects to take applications in "August." Grants will be awarded on October 1, 2013.
- Communities must include a Resolution with their application. The approved resolution language will not be available until the application is out. Our clients may want to schedule a special meeting to approve the resolution.
- If an entity has the ability to bond and has jurisdiction over a treatment facility, they are eligible for a SAW Grant. This may include public schools, community colleges and universities.
- Grants are available up to \$1,000,000 with a 10% match; with an additional \$1,000,000 with a 25% match. DISADVANTAGED communities have no match requirements. MDEQ will determine a community's DISADVANTAGED status, if you can tell them their expected sewer rates and debt load. DISADVANTAGED communities can use up to \$500,000 of their grant to build a stormwater or wastewater project.
- Stormwater master plans are grant-eligible without the need to do a project.
- Wastewater asset management plans require a community to make "significant progress, as determined by MDEQ, toward achieving the funding structure necessary to implement the program."
- Stormwater asset management plans do not require communities to "implement" the asset management plan. The inventory is the end product. No construction required. Communities who receive a SAW Grant for a stormwater asset management plan do not need to develop a funding structure.

On the next pages, you will see FAQs directly from MDEQ's website.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Purchase 1/0 Kerite Cable

DATE: 9/3/13

PRESENTED BY: Don Swem

ATTACHMENTS: Quote

BACKGROUND INFORMATION:

The City continues to purchase all underground primary cable exclusively from the Kerite Corporation. This is done because of the superior quality of this cable compared to the competition, and although the competition has made some improvements we still think the Kerite is better. The cable is available in this area from only one supplier.

We have received a quote for 8,250 feet of 1/0 Kerite cable for \$2.75 per foot, which comes to a total of \$22,687.50. This price is about 2% lower than a year ago. The purchase has been budgeted under Capital Supplies.

This cable is needed to continue the construction of the underground primary electrical system.

RECOMMENDATION:

It is recommended that the purchase of 8,250 feet of 1/0 Kerite cable from the Resco Corporation be approved for \$22,687.50.



QUOTE

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	08/05/13	548991-00
P.O. NO.		PAGE #
KERITE QUOTE		1

CUST.# 42017
 SHIP TO: CHARLEVOIX ELEC UTILITY
 401 WEST CARPENTER
 CHARLEVOIX, MI 49720

CORRESPONDENCE TO: Resco
 PO BOX 44430
 MADISON, WI 53744-4430

BILL TO: CHARLEVOIX ELEC UTILITY
 210 STATE STREET
 CHARLEVOIX, MI 49720

INSTRUCTIONS		TERMS
		.25% 15 N 30
SHIP POINT	SHIP VIA	SHIPPED
Resco - Mt. Pleasant	Common Carr	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. UNIT	UNIT PRICE	AMOUNT (NET)
1	09120470KERITE CBL MV 1/0SOLAL 15K 220E PR 3RSJKT16/14 PTUP 2750 Vendor Prod: 111S15-C1200-0002	8250		8250	foot	2.75	22687.50
----- RESCO STOCK. SUBJECT TO PRIOR SALE. FREIGHT ALLOWED. PLEASE CALL WITH ANY QUESTIONS YOU MAY HAVE. REGARDS, STEVE BRIETZMAN/RESCO 800-356-9370 -----							
1	Lines Total		Qty Shipped Total	8250		Total Invoice Total	22687.50 22687.50

Last Page

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Purchase Bucket Truck Through MiDEAL

DATE: 9/3/13

PRESENTED BY: Don Swem

ATTACHMENTS: Altec Quote

BACKGROUND INFORMATION: The Electric Department is in need of a new Bucket Truck. The last truck we bought ended up not being delivered to us for over 16 months. The manufacturers tell me that the next one will probably take just as long. Therefore, since our existing truck is already showing severe signs of aging, we need to get the replacement on order.

The Bucket Truck is available through the MiDEAL program. The MiDEAL program means the State of Michigan has already held competitive bids for this type of Bucket Truck, and this has resulted in a successful low bidder with contract prices that any member of MiDEAL can now take advantage of. I have asked the MiDEAL bidder to provide us with a quote for the new truck under the MiDEAL pricing, which is attached. Since the City Code requires a purchase like this to be done through sealed competitive bids I asked Jim Young to verify that this purchase would meet the Code. His answer was that:

“As long as the State in the MiDeal program has used a competitive bidding process at least as stringent as the competitive bidding process, which the City would have used, it is my opinion that the intent of sec. 1.56 is being met and, therefore, complies with the City Code.”

I have verified that the State accepts sealed competitive bids up until a deadline at which time they are all opened and evaluated to establish the lowest qualified bidder. This is just as stringent as what the City would do, so I believe that Jim Young’s statement above is met, and the purchase is acceptable within the City Code.

The bid price for the truck is \$ 178,151.00. Council approved paying \$ 171,821.00 for the last Bucket Truck we ordered in 2012, so the new price is 3.7% higher a year and a half later. The manufacturer is Altec, which is the same manufacturer as our last truck, and we have had no problems with that truck. The truck is budgeted in the Motor Pool.

RECOMMENDATION: If Council agrees, it is recommended that a motion be made to allow purchase of the new Bucket Truck from Altec for a price of \$ 178,151.00.

August 26, 2013
Our 84th Year

Don Swem
231-547-3273
dons@cityofcharlevoix.org

CITY OF CHARLEVOIX
210 STATE STREET

Bill To:
CITY OF CHARLEVOIX
210 STATE STREET

CHARLEVOIX, MI 49720-0000
US
Altec Quotation Number 232008 - 1
Account Manager: Andrew M Johnson
Inside Sales Rep: Toni L Tribby

CHARLEVOIX, MI 49720-0000
United States
Altec Sales Order(s):

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	202 - ALTEC Model AA55 articulating non-overcenter aerial device with an insulating lower arm, insulating upper boom and the Altec ISO-Grip (U.S. Patent No. 7,416,053) system, an upper control system incorporating high resistance components at the boom tip, for installation over rear axle, built in accordance to ALTECS standard specifications and to include the following features: Overall travel height needs to be less than 12 feet.	1	
	A. Ground to Bottom of Platform Height: 55.1 feet at 29.2 feet from centerline of rotation (16.8 m at 8.9 m)		
	B. Working Height: 60.1 feet (18.3 m)		
	C. Maximum Reach to Edge of Platform with Lower Boom at 105 degrees: 37.7 feet (11.5 m)		
	D. Pedestal and Turntable: Box structure design with large service openings, 1.50 inch (38 mm) top plate of pedestal and stiffened 1.50 inch (38 mm) bottom plate of turntable machined after welding to provide a rigid, flat mounting surface for the rotation bearing. This extends the life of the bearing and reduces life cycle cost.		
	E. Rotation: Continuous rotation provided by worm gear drive, equipped with extended shaft for manual rotation, driving a shear ball bearing rotation gear. The fully adjustable rotation drive assembly includes an external eccentric ring adjustment of the gearbox pinion gear to the main rotation bearing, permitting the ability to easily adjust backlash, reduce boom side play and ensure proper tooth contact over the life of the unit. This reduces life cycle cost.		
	F. Lift Cylinders: The rod eye is both thread and weld fastened to the rod while the blind end of the cylinder is of cast steel, one piece design, cartridge-type, bi-directional counter-balance holding valves. Self-aligning, spherical ball-type bushings are used at each end of the cylinder.		
	G. Lower Boom: Constructed of two fixture-welded, high strength low alloy steel, tubular members separated by an Altec filament wound fiberglass insert. Insulator provides 24 inches (610 mm) of isolation in the lower boom. The outer surface has a smooth gelcoat finish. Lower boom articulation is 0 degrees to 105 degrees.		
	H. Lower Boom Stow Protection: To help prevent excessive down pressure by boom structures when stowing.		
	I. Lower Boom Pivot Pin: high strength chrome plated steel with self-lubricating, replaceable, non-metallic bearing.		
	J. Upper Boom: Round centrifugally cast, high density fiberglass, providing a		

Item	Description	Qty	Price
	minimum of 15.9 feet (4.8 m) of isolation in the upper boom. The inner surface of the fiberglass boom has a wax coating molded in during manufacture to provide a dry, smooth inner surface, which will cause moisture to bead. The outer surface has a smooth gelcoat finish. Upper boom articulation is 0 degrees to 173 degrees		
K.	Boom Compensation Linkage: Hydraulically compensate upper boom controlled through the main control valve pilot system. Booms are compensated from upper controls with the ability to independently control the upper boom. From lower controls the booms can be operated individually without compensation. A non-overcenter system monitors the position of the upper boom and when activated disables both the pilot system and main boom spools.		
L.	Upper Boom Hold Down Device		
M.	Platform Leveling System: The platform is leveled by a single leveling chain with fiberglass rods in upper boom, designed to maintain the dielectric integrity of the aerial device. Controls for tilting the platform are located at the platform. The mechanism for tilting the platform includes one dual acting cylinder incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure.		
N.	Emergency Stop at upper and lower control stations		
O.	Platform: Totally enclosed, fiberglass.		
P.	ISO-Grip System: The Altec ISO-Grip (U.S. Patent No. 7,416,053) System includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. Control Handle: An insulated single handle controller that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
Q.	Control Purging System: The hydraulic system contains a continuous automatic purge feature, which provides for oil flow through the control system, to eliminate trapped air. This feature is operational any time the selector at the lower controls is in the upper control position and the pump is operating.		
R.	Diagnostic Pressure Test Quick Disconnect Couplings: Couplings are installed at turntable and include dust caps. Couplings allow a technician to quickly check tool and system pressure settings.		
S.	Outriggers: Primary, flat shoe, A-frame outrigger installed at rear, behind pedestal with 149 inch (3785 mm) maximum spread		
T.	Outrigger Control Valves: A single solenoid operated valve controls the four outriggers. The valve contains four spools that control each outrigger. Each outrigger spool has a solenoid on either end. The valve is controlled by rocker switches.		
U.	Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed.		
V.	Outrigger/Unit Selector Control: Located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.		
W.	Outrigger Motion Alarm: Provides audible alarm when any of the outriggers are in motion.		
X.	Back-up Alarm, installed		
Y.	ISO 9001: This aerial device is designed and manufactured in a facility that is certified to meet ISO 9001 requirements.		
Z.	Manuals: Two (2) Operators and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	device.		
AA.	Paint: Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection		
2.	395 - Manual stow system	1	
3.	220- Single two-man end mount 24x48x42 180 degree rotator	1	
4.	Soft Platform Cover For Two Man Platform (24x48)	1	
5.	259 Polyethylene platform liner for two man platform, 50 kV rating (minimum)	1	
6.	315 Engine start/stop with Secondary Stowage System, 12 VDC electric powered. Includes auxiliary pump and electric motor, powered by the chassis battery. Control is captive air operated from the platform and toggle switch operated from the lower controls. This option allows the operator to completely stow the booms and platform in a situation wherein the engine, PTO or pump fails.	1	
7.	244 - Outrigger A-Frame with fold-up shoe - 153 inch max spread	1	
8.	241 - Outrigger A-Frame with Flat-shoe - provides 149 inch (3785 mm) maximum spread	1	
9.	320 - Category B 46 kV and below	1	
10.	313 Lower boom lifting eye provides from 800 pounds (362.0 kg) capacity at 0 degrees to 2,000 pounds capacity at lower boom angles greater than 60 degrees	1	
11.	Custom unit color (specify color code). Red	1	
12.	Custom Option 32" long grab rail installed on lower boom to aid in bucket access.	1	
13.	Custom Option in/out step installed on platform	1	
14.	Custom Option modify unit at manufacturing to make it a non overcenter unit like an AN.	1	
15.	Custom Option 5 Custom pedestal of 23.25 inches.	1	
<u>Unit & Hydraulic Acc.</u>			
16.	Unit Installation Components.	1	
17.	AA/AN 50/55/50E/55E/60/60E AN46-OC/50-OC/55-OC/46E-OC/50E-OC/55E-OC Subbase	1	
18.	Subbase Storage With Drop Down Door (Paddle Latch) At Rear	1	
19.	Insert Subbase Stop At 10'	1	
20.	Reservoir, 30 Gallon, Triangular, Mounted in Cargo Area	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	A. Internal return filter, 10 micron absolute, fiberglass media		
	B. Ball valves in suction and return lines.		
	C. Magnetic suction strainer.		
	D. Filler/breather cap with dipstick.		
21.	Kendall Glacial Blue Hydraulic Oil (Meets MilSpec 5606).	35	
22.	Standard Pump For PTO	1	
23.	Hot shift PTO for automatic transmission	1	
24.	Muncie PTO (Altec Standard)	1	
25.	Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. If chassis is already in neutral with PTO engaged and operator tries to shift into gear, PTO will disengage and transmission will shift into gear.	1	
26.	Install Tool Circuit with Quick Disconnects, Below Rotation install flat face couplers with dust caps and include flow restrictor	1	
27.	Additional Unit/Hydraulic Accessory scuff pad for 24 x 48 inch platform with liner	1	
28.	Additional Unit/Hydraulic Accessory shut off valves in suction and return lines	1	
<u>Body</u>			
29.	Astoria Body	1	
30.	Fiberglass Body Features: for a chassis with a CA of 120 inches 3/16" aluminum treadplate floor. aluminum bulkhead. aluminum cargo wall liner. aluminum wheel well liners. drain holes in each compartment. all doors keyed alike. vinyl covered cable door stops. Gelcoat read to match International harvester 2303 red. stainless steel fasteners. drip rail. undercoating of body. four wheel chock holders, two each side. six inch high removable plastic retainer board at rear of truck and at walkway. aluminum gripstrut installed elevated for cleanout on curbside top of body aft of walkway.	1	
31.	Aerial Service Line With Step (ASLS)	1	
32.	Approximate Body Length (Engineering to Determine Final Length) 160	1	
33.	Custom Body Width 93	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
34.	Custom Body Compartment Height 48	1	
35.	Custom Body Compartment Depth 20	1	
36.	Gelcoat Finish Entire Body. International Harvester 2303 Red.	1	
37.	Custom Body Cargo Retaining Option No Retaining boards needed. Configurator driven requirement.	1	
38.	Gripstrut On Curbside Compartment Tops	1	
39.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	1	
40.	Stainless Steel Rotary Paddle Latches With Keyed Locks	1	
41.	Cable Holders On All Horizontal Doors	1	
42.	Custom Body Door Holders Astoria vinyl coated cable vertical door holders.	1	
43.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel	1	
44.	Hotstick Shelf Extending From Rear Of Second Vertical To Rear Of Body On Streetside	1	
45.	Two Hotstick Brackets On Streetside	1	
46.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
47.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall first vertical to be 21" wide	1	
48.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
49.	1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
50.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers second vertical to be 30" wide	3	
51.	3rd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers 27" wide	3	
52.	1st Horizontal (SS) - Vacant 60" wide	1	
53.	Custom Rear Vertical (SS) Compartmentation This truck has two rear verticals. compartment next to horizontal - 21"W Outrigger housing Adjustable Shelf With Removable Dividers On 4" Centers Rearmost compartment - 21"W one adjustable shelf	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	adjustable locking swivel hooks 0-0-3		
54.	Custom 1st Vertical (CS) Compartmentation 27"W one adjustable shelf to protect inverter locking swivel hooks 1-3-1 Kendall Dri-Dec installed in compartment bottom vent for inverter	1	
55.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles 24"W	1	
56.	3rd Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers 27"W	4	
57.	1st Horizontal (CS) - Adjustable Shelf With Slots, No Dividers Provided	1	
58.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment Horizontal is 60"W	1	
59.	Custom Rear Vertical (CS) Compartmentation This truck has two rear verticals One next to horizontal - 21"W Outrigger housing Adjustable Shelf With Removable Dividers On 4" Centers Rearmost vertical - 21"W Adjustable locking swivel hooks 1-3-1	1	
60.	Additional Body Option notch body cross members to bring deck height as low as possible - 45" if possible	1	
<u>Body and Chassis Accessories</u>			
61.	Custom Tailshelf 20" wide Aluminum treadplate construction	1	
62.	Cabguard Required, Mounted on Front Bumper	1	
63.	Rear Window Guard, Punch Metal, 62" L x 20" H	1	
64.	Custom Ladder Storage Aluminum open ladder rack approximately 144"L x 19"W I.D. installed on top of streetside body. Include rear roller and tie down strap	1	
65.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward) This step and other two to be equally spaced. Aluminum construction.	1	
66.	Compartment Top Access Step from Body Floor Aluminum Gripstrut	1	
67.	Single Platform Access, One Step Mounted to Turntable	1	
68.	ICC (Underride Protection) bumper with integral fixed Grip Strut steps on curbside and streetside Gripstrut sections to be approximately 11" L x 7-1/2"W. The gripstrut should be flush with rear of truck. Reference DJ-23649520	1	
69.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	2	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
70.	Custom Towing Device Holland model 370-PH30SB41 pintle hitch assy and chassis frame reinforcement installed at rear. Include a Snap SQ loop for trailer break away eye	1	
71.	Post Style Cone Holder Bolt on style, customer will install after delivery.	1	
72.	Platform Rest, Rigid with Rubber Tube	1	
73.	Lower Boom Rest Weldment	1	
74.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
75.	Plastic Outrigger Pad, 24" x 22" x 1", Black With Rope Handle	4	
76.	Custom Outrigger Pad Holder aluminum bolt on with retainer lip, 25" x 25" x 4.25" I.D. installed two each side under body.	4	
77.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	2	
78.	Mud Flaps With Altec Logo (Pair)	1	
79.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	4	
80.	10 LB Fire Extinguisher With Heavy Duty Bracket, Installed install on curbside front of body per reference photo.	1	
81.	Triangular Reflector Kit, Installed	1	
82.	Slope Indicator Assembly For Machine With Outriggers	1	
83.	Vinyl manual pouch for storage of all operator and parts manuals	1	
84.	Additional Body/Chassis Accessory shovel rack per reference photos installed on curbside cargo wall so tools can be removed from rear of truck	1	
85.	Additional Body/Chassis Accessory Gripstrut aluminum platform access step installed on top of curbside of body. Do not apply gripstrut on body top where step will be installed.	1	
86.	Additional Body/Chassis Accessory Customer will be installing a box at the front of the cargo area. They need 24 inches from the bulkhead. We can then install the reservoir.	1	
<u>Electrical Accessories</u>			
87.	Install Remote Start/Stop system in Final Assembly.	1	
88.	Altec Standard Multi-Point Grounding System	6	
89.	Spring Loaded Grounding Reel, Aeromotive GR900 - Holds #2 GA, 1/0 GA, Or 2/0 GA Cable (Max 40 FT) Install top of CS 1st verical, payout CS.	1	
90.	Grounding Cable, 1/0 GA Yellow Jacketed Cable	40	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
91.	Grounding Clamp, Bronze Tower Style With Serrated Jaws (Includes Ferrule and Heat Shrink Tubing)	1	
92.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
93.	Custom Strobe Light Oval LED flashers installed in Blades Tow Right model BTR-10V light boxes or equivalent as follows: one each side at front of cab guard facing front one each side at rear of cab gurad facing rear one each side at rear of cab guard facing the side one each side in light channel at the rear	1	
94.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
95.	PTO Hour Meter, Rectangular With 10,000 Hour Display	1	
96.	3600 Watt Pure-Sine Wave Inverter install in curbside first vertical. wire to a dash mounted master switch	1	
97.	Custom Inverter wire inverter to third chassis battery, include battery separator	1	
98.	12 Volt Receptacles (Cigarette Lighter Style) Triple Bank (3 Gang) Non-Weatherproof install in chassis cab.	1	
99.	Custom Electric Trailer Plug Velvac six prong trailer socket installed at rear	1	
100.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1	
101.	Electrical Cord Reel, Retractable, Includes 50' Of 12-3 Cord, Ball Stop, and Receptacle install on top of curbside first vertical, payout curbside	1	
102.	PreWire Power Distribution Module (Includes Operators Manual)	1	
103.	Additional Electrical Accessory include two blank switches in switch panel for customer use	1	
104.	Additional Electrical Accessory run wre from the blank on/off switchs on dash to bheind passener seat for customer use - customer will install a two way radio speaker on one and a 12v fused power cord under the passenger seat for flashlight charger.	1	

Finishing Details

105.	Non-Focus Factory Build	1	
106.	Delivery Of Completed Unit	1	
107.	Custom paint. Paint metal components of unit, outriggers, and accessories Red to match chassis cab. Nav 2303.	1	
108.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.		
109.	Apply Non-Skid Paint to all walking surfaces	1	
110.	English Safety And Instructional Decals	1	
111.	Vehicle Height Placard - Installed In Cab	1	
112.	Dielectric test unit according to ANSI requirements.	1	
113.	Stability test unit according to ANSI requirements.	1	
114.	DOT Certification Required City of Charlevoix.	1	
115.	Prepaint Inspection Required By Customer	1	
116.	Placard, Kendall Glacial Blue Hydraulic Oil	1	
117.	Inbound Freight	1	
118.	Additional Finishing Detail install a warning placard on dash that reads "This truck is equipped with a remote engine regeneration warning system. The horn will sound 3 times every 10 minutes when a Level 1 Manual Regeneration is required."	1	
119.	Additional Finishing Detail Overall travel height needs to be less than 12 feet. (customer is OK with Altec cutting a hole in the cabguard if this is what we need to do to achieve - see reference photo.)	1	
120.	AA55 FA Installation	1	
	<u>Chassis</u>		
121.	Chassis	1	
122.	Altec Supplied Chassis Diamond Logic Chassis	1	
123.	2014 Model Year	1	
124.	International 4300 Set Back Axle	1	
125.	4x2 Drivetrain	1	
126.	Chassis Cab To Axle Length - 120 inch	1	
127.	Conventional Cab	1	
128.	Chassis Color - Red	1	
129.	Maxforce DT	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
130.	260 HP Engine Rating	1	
131.	Allison RDS-3500 Automatic Transmission	1	
132.	Other Chassis GVWR	1	
133.	13,000 LBs Front Axle Rating	1	
134.	21,000 LBs Rear Axle Rating	1	
135.	Air Brakes	1	
136.	07BDA - Navistar Exhaust (Right-Horizontal-Behind Cab-Horizontal). Requires FA Engineering Approval	1	
137.	12VZA - International PTO Throttle Wiring	1	
138.	International Heavy Duty Tail Light Wiring (08HAB)	1	
139.	International Transmission Dipstick Relocated to RH Side Of Transmission (13WGH)	1	
140.	International - Prewire chassis (8HBE)	1	
141.	Non-CARB Compliant Idle Engine Shut-Down	1	
142.	Other Seat Options See Chassis Specs	1	
<u>Miscellaneous</u>			
143.	Standard Altec Warranty One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges Limited Lifetime Structural Warranty	1	

Unit/Body	\$104,641.00
Chassis	\$73,506.00
Total	\$178,151.00

Altec Industries, Inc.

BY _____

Toni L Tribby

Notes:

1 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards
Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

F.O.B. - Customer Site

Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt of the chassis at ALTEC Industries, Inc. Balance is due NET 30 days after receipt of completed unit. Interest charge of 1/2% per month to be added for late payment.

Interest charge of 1/2% per month to be added for late payment.

Delivery: 270-300 days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.

B. Chassis is received a minimum of sixty (60) days before scheduled delivery.

C. Customer approval drawings are returned by requested date.

D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

- 10 This quotation is valid until NOV 04, 2013. After this date, please contact Altec Industries, Inc. for a possible extension.
- 11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 12 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 13 Please direct all questions to Andrew M Johnson at (317) 872-3460

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve a Resolution to Accept a FAA Grant to Rehabilitate Apron – Phase 1 and 1A

DATE: September 3, 2013

PRESENTED BY: Scott Woody

ATTACHMENTS:

1. Resolution 2013-09-XX
2. FAA Grant Agreement project #3-26-0017-1713
3. FAA Terms and Conditions

BACKGROUND INFORMATION: This FAA Grant agreement and Terms and Conditions are for the Apron rehabilitation project. This project is the second phase of the ramp rehabilitation and expansion project. The first phase was approved by Council on June 17th 2013 which is scheduled to begin later this month. These projects are necessary due to the deterioration of the current asphalt surfaces as reflected in an MDOT pavement report. Project funding is 90% Federal, 5% State and a 5% Local match. Local match has been already been paid. The City Attorney has reviewed said contract.

RECOMMENDATION: Adopt resolution 2013-09-XX and authorize Mayor Norman L. Carlson Jr. to execute the FAA Grant Agreement, Terms and Conditions and to execute the MDOT Sponsor contract after review by city staff and city attorney.

Motion by _____, seconded by _____, to approve
Resolution 2013-09-XX, as follows:

RESOLUTION NO. 2013-09-XX

**EXECUTION OF FAA AND MDOT AIRPORT GRANT AGREEMENTS
(Federal Project #3-26-0017-1713)
(MDOT #15147-120719)**

WHEREAS, the City has applied for a grant from the Federal Aviation Administration (FAA) and the Michigan Department of Transportation's (MDOT) Bureau of Aeronautics. The grants will provide funds to rehabilitate the apron (Terminal Apron – Construction Phase 1 & 1A); and

WHEREAS, the FAA grant agreement is in the amount of \$774,000.00, which is 90% of the total project costs; and

WHEREAS, the City has also applied for a grant from the Michigan Department of Transportation's (MDOT) Bureau of Aeronautics in the amount of \$43,000.00, which is 5% of the total project costs; and

WHEREAS, upon award of the grant, the MDOT will provide the City with a grant agreement; and

WHEREAS, the City of Charlevoix's local share of the grant will be \$43,000.00;

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF CHARLEVOIX CITY COUNCIL hereby authorizes Mayor Norman L. Carlson, Jr. to execute the FAA grant agreement and

BE IT FURTHER RESOLVED, authorizes Mayor Norman L. Carlson, Jr. to execute the MDOT grant agreement after its review by Staff and the City Attorney.

RESOLVED, this ____ day of September, A.D. 2013.

Resolution was adopted by the following yea and nay vote:

Yeas:
Nays:
Absent:



GRANT AGREEMENT

Date of Offer: August 16, 2013 **Recipient:** City of Charlevoix, Michigan (herein called the "Sponsor")

Project No.: 3-26-0017-1713 **Airport:** Charlevoix Municipal Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION (FAA), FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety percent (90%) of the allowable costs incurred in accomplishing the project consisting of the following:

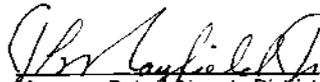
"Rehabilitate Apron (Terminal Apron – Construction Phase 1 & 1A)"

as more particularly described in the Project Application, dated July 18, 2013.

The maximum obligation of the United States payable under this Offer shall be **\$774,000.00** for airport development.

This Offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this Offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Manager, Detroit Airports District Office

SPECIAL CONDITIONS

See Attachment A.

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the May 2013 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on _____, 2013.

Executed this _____ day of _____, 2013

Signature of Sponsor's Designated Official Representative

City of Charlevoix, Michigan

Sponsor / Seal

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of Michigan. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and the Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Executed this _____ day of _____, 2013

Signature of Sponsor's Attorney

ATTACHMENT A: SPECIAL CONDITIONS

1. The sponsor will not amend, modify, or terminate the agency relationship between the sponsor, as principal, and The Michigan Department of Transportation, Office of Aeronautics, as agent, created by the Agency Agreement entered into on December 18, 1961, without prior written approval of the FAA.
2. The sponsor agrees to perform the following:
 - (a) Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
 - (1) The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Materials standards on laboratory evaluation referenced in the contract specifications (D3666, C1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
 - (b) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - (c) Failure to provide a complete report as described in paragraph (b), or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - (d) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor tests results are inaccurate.
3. For a project to replace or reconstruct pavement at the airport, the sponsor shall implement an effective airport pavement maintenance management program as is required by the assurance in Section III.C.11 of the "Terms and Conditions of Accepting Airport Improvement Program Grants". The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate, however, the program must, as a minimum, include the following:
 - (a) Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - (1) Location of all runways, taxiways, and aprons
 - (2) Dimensions
 - (3) Type of pavement
 - (4) Year of construction or most recent major rehabilitationFor compliance with the Airport Improvement Program assurances, pavements that have been constructed, reconstructed, or repaired with Federal financial assistance shall be so depicted.
 - (b) Inspection Schedule.
 - (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, the frequency of inspections may be extended to three years.
 - (2) Drive-by Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

(c) **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below.

- (1) Inspection date
- (2) Location
- (3) Distress types
- (4) Maintenance scheduled or performed

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

- (d) **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
- (e) **Reference.** Refer to Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.



May 2013

U.S. Department
of Transportation
**Federal Aviation
Administration**

Terms and Conditions of Accepting Airport Improvement Program Grants

Sponsor: City of Charlevoix

Airport: Charlevoix Municipal Airport

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid,
 - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
 7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
 8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
 9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
 10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
 11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
 12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. Sponsor Certification for Seismic Design and Construction

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
- 2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
- 3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. Sponsor Certification for Drug-Free Workplace

- 1. The sponsor certifies that it will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
 - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

111 Airport Drive, Charlevoix, Charlevoix County, Michigan 49720

II. General Conditions

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to

any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.
- (a) Grant Recipient Requirements.
- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
 - (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.
- (b) System User Access.
- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
 - (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:
DOT Enterprise Services Center

FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

- (c) **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.
- K. **Single Audit Act Requirements.** Single Audits are required in accordance with the Single Audit Act of 1984 (as amended) and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organization," as referenced in Federal Regulation 49 CFR Part 18.26. Non-federal entities (airport sponsors including sub-grants recipients under the FAA's State Block Grant Program) that expend \$500,000 or more of federal funds in the sponsor's fiscal year must have a single or program-specific audit conducted for that year. The \$500,000 threshold represents all federal funding sources, not just grants from the Federal Aviation Administration. Note: Airport sponsors that are part of a larger government entity (city or county) commonly are covered by the larger entity's Single Audit submission, and should coordinate with such entity to ensure this submission fulfills their audit requirement. The audit report is due from the sponsor by the earlier date of either 30 days after receipt of the auditor's report(s), or nine months after the end of the sponsor's fiscal year end date and must be submitted electronically to the Federal Audit Clearinghouse (FAC).

L. Trafficking In Persons

(d) Provisions applicable to a recipient that is a private entity.

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or
- c) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- a) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
- b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—

(1) Associated with performance under this award; or

(2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

(e) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either—

a) Associated with performance under this award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

(f) Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

- (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(g) Definitions. For purposes of this award term:

(1) "Employee" means either:

- a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

- (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- b) Includes:

- (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

- (2) A for-profit organization.

- (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

M. Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional

information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

III. Assurances. The following FAA document titled *Assurances Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions

Assurances Airport Sponsors April 2012

A. General.

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

airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section IIIC apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.

- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 – U.S.C. 4321 et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 -- Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. **Good Title.**

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and

assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

- 12. Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
- 13. Accounting System, Audit, and Record Keeping Requirements.**
- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
- 14. Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 15. Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 16. Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms

to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - (1) Operating the airport's aeronautical facilities whenever required;
 - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

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

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

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

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to -
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the

circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

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

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
 - b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
 - c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
 - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**

- a. It will keep up to date at all times an Airport Layout Plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the Airport Layout Plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible

sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels and safety associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND PFC APPROVED PROJECTS
Dated: 4/16/2013

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B and Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities

NUMBER	TITLE
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure

NUMBER	TITLE
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12E	Airport Signing and Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5370-13A	Off-Peak Construction of Airport Pavement Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavement
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design
150/5395-1	Seaplane Bases
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 and Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D and Changes 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non

discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

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

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

(1) Describes the requests;

(2) Provides an explanation as to why the requests could not be accommodated; and

(3) Provides a time frame within, if any, the airport will be able to accommodate requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

IV. Standard DOT Title VI Assurances

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.

B. It will insert the following clauses in every contract subject to the Act and the Regulations:

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

1. *Compliance with Regulations.* The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination.* The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. *Information and Reports.* The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions or Noncompliance.* In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. *Withholding of payments to the contractor under the contract until the contractor complies, and/or*

b. *Cancellation, termination, or suspension of the contract, in whole or in part.*

6. *Incorporation of Provisions.* The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."

C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

E. It will include the following clauses, as appropriate:

"1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
1. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

V. Sponsor Acceptance of Terms and Conditions

I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.

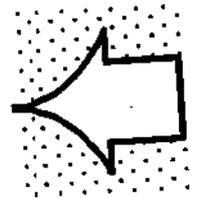
City of Charlevoix

Name of Sponsor

Signature Sponsor's Designated Official Representative

Title

Dated



CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve a Bid and Contract Documents for Apron Rehabilitation and Expansion Phase II

DATE: September 3, 2013

PRESENTED BY: Scott Woody

ATTACHMENTS:

1. Bids for Phase II Apron rehabilitation and expansion
2. Apron Project Contract

BACKGROUND INFORMATION: This project is the second phase of the ramp rehabilitation and expansion project. The first phase was approved by council on June 17th 2013 which is scheduled to begin later this month. These projects are necessary due to the deterioration of the current asphalt surfaces as reflected in an MDOT pavement report. This project funding is 90% Federal, 5% State and a 5% Local match. Local match has been already been paid so no further match will be needed. The City Attorney has reviewed said contract.

RECOMMENDATION: A motion can be made as follows: "City Council approves contract documents and awards bid to Reith-Riley Construction Co., Inc. in the amount of \$ 548,279.00 for the second phase of apron rehabilitation project."

LETTING OF JULY 12, 2013		ENG. EST.		LOW BID
PROPOSAL 1307051	\$	730,950.00	\$	548,279.35
PROJECT FM 15147-120719				
LOCAL AGRMT.				% OVER/UNDER EST.
START DATE - MAY 01, 2014				
COMPLETION DATE - 45 calendar days				-24.99 %

Apron rehabilitation and expansion - Phase II at the Charlevoix Municipal Airport, city of Charlevoix, Charlevoix County.

3.00 % DBE participation required

BIDDER		AS-SUBMITTED	
Rieth-Riley Construction Co., Inc.	\$	548,279.35	1 **
Payne & Dolan Inc.	\$	564,105.27	2
Elmer's Crane and Dozer, Inc.	\$	642,528.50	3

3 Bidders

MICHIGAN DEPARTMENT OF TRANSPORTATION

DATE : 07/15/13
PAGE : 051 -1

TABULATION OF BIDS

CALL ORDER : 051 CONTRACT ID : 15147-120719
LETTING DATE : 07/12/13 10:30 A.M. REGION : NORTH
CONTRACT TIME : 45 Calendar Days

COUNTIES : Charlevoix County

CONTRACT DESCRIPTION :
Apron rehabilitation and expansion - Phase II at the
Charlevoix Municipal Airport, city of Charlevoix, Charlevoix
County.

PROJECT(S) : 3-26-0017-1713

VENDOR RANKING :

RANK	VENDOR NO./NAME	TOTAL BID	% OF LOW BID	% OF EST
0	-EST- ENGINEER'S ESTIMATE	\$ 730,950.00	133.3171%	100.0000%
1	00253 Rieth-Riley Construction Co., Inc.	\$ 548,279.35	100.0000%	75.0091%
2	00987 Payne & Dolan Inc.	\$ 564,105.27	102.8865%	77.1743%
3	01953 Elmer's Crane and Dozer, Inc.	\$ 642,528.50	117.1900%	87.9032%

LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 Federal, State, Local								
0010 1000400	Mobilization and General Conditions	1.000 LS	70000.00000	70000.00	65500.00000	65500.00	50000.00000	50000.00
0020 1000410	Safety and Security	1.000 LS	15000.00000	15000.00	12500.00000	12500.00	10000.00000	10000.00
0030 1000535	Permits	5000.000 Dlr	1.00000	5000.00	1.00000	5000.00	1.00000	5000.00
0040 1007051	Misc. Haul Road	1.000 LS	40000.00000	40000.00	33945.00000	33945.00	32000.00000	32000.00
0050 1090540	Electrical Manhole, With Cover, as Specified	2.000 Ea	5000.00000	10000.00	6000.00000	12000.00	6000.00000	12000.00
0060 1097050	Misc. Adjust Electrical Manhole	1.000 Ea	250.00000	250.00	750.00000	750.00	750.00000	750.00
0065 1100628	Underground Electrical Duct, 4 Bank 3", Direct Burial	60.000 Lft	45.00000	2700.00	40.00000	2400.00	40.00000	2400.00
0070 1107001	Misc. Underground Electrical Duct, 10 Bank 3" Concrete Encased	460.000 Lft	175.00000	80500.00	98.00000	45080.00	98.00000	45080.00
0080 1517001	Misc. Fence Removal and Disposal	360.000 Lft	50.00000	18000.00	5.00000	1800.00	5.81000	2091.60
0090 1510494	Concrete Curb and Gutter Removal	50.000 Lft	25.00000	1250.00	5.00000	250.00	14.00000	700.00
0100 1520410	Unclassified Excavation	1400.000 Cyd	10.00000	14000.00	7.85000	10990.00	12.00000	16800.00

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TABULATION OF BIDS

CALL ORDER : 051 CONTRACT ID : 15147-120719
LETTING DATE : 07/12/13 10:30 A.M. REGION : NORTH

COUNTIES : Charlevoix County

LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0110 1520456	Borrow Excavation, Furnished By Contractor From Off-Site Location	275.000 Cyd	25.00000	6875.00	25.50000	7012.50	17.00000	4675.00
0120 1520470	Removal and Disposal Of Bituminous Pavement	4895.000 Syd	5.00000	24475.00	2.57000	12580.15	3.00000	14685.00
0130 1520472	Removal and Disposal of Concrete Pavement	30.000 Syd	7.00000	210.00	8.50000	255.00	32.00000	960.00
0140 1620512	Chain-Link Fence, 4', Class E, With Top and Bottom Rails	96.000 Lft	50.00000	4800.00	35.00000	3360.00	32.00000	3072.00
0150 1620522	Chain-Link Fence, 6', Class E, With Top and Bottom Rails	189.000 Lft	40.00000	7560.00	45.00000	8505.00	34.00000	6426.00
0160 1620555	Furnish and Install Warning Sign On Fence	20.000 Ea	100.00000	2000.00	65.00000	1300.00	80.00000	1600.00
0170 1627050	Misc. 16' Steel VPL Gate	1.000 Ea	55000.00000	55000.00	32000.00000	32000.00	24013.04000	24013.04
0180 1627050	Misc. Single Leaf Gate 6', 4' Chain Lin	1.000 Ea	750.00000	750.00	2000.00000	2000.00	1542.73000	1542.73
0190 2080540	Aggregate Base Course, Series 22AX, Compacted in Place 90% Crushed	1450.000 Cyd	35.00000	50750.00	33.00000	47850.00	35.00000	50750.00
0200 2080620	Erosion Control, Inlet Filter	8.000 Ea	250.00000	2000.00	25.00000	200.00	55.00000	440.00

0210 2080625	1400.000	Lft	3.00000	4200.00	1.75000	2450.00	2.50000	3500.00
Erosion Control, Silt Fence								
0220 4000515	1510.000	Lft	1.00000	1510.00	1.00000	1510.00	1.75000	2642.50
Sawing Bituminous Pavement, Specified Dimensions								
0230 4000531	12100.000	Syd	3.00000	36300.00	1.00000	12100.00	1.30000	15730.00
Cold Mill Bituminous Pavement, Specified Thickness								
0240 4110631	2740.000	Ton	75.00000	205500.00	65.00000	178100.00	75.00000	205500.00
Bituminous Aggregate Surface Course, 20%AAAX Composition								
0250 6050520	2300.000	Lft	5.00000	11500.00	3.00000	6900.00	3.00000	6900.00
Joint and Crack Sealing, As Specified								
0260 6100530	540.000	Sft	10.00000	5400.00	3.69000	1992.60	5.55000	2997.00
Concrete Sidewalk, 4"								

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TABULATION OF BIDS

CALL ORDER : 051 CONTRACT ID : 15147-120719 COUNTIES : Charlevoix County
 LETTING DATE : 07/12/13 10:30 A.M. REGION : NORTH

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	((0) -EST- ENGINEER'S ESTIMATE		((1) 00253 Rieth-Riley Construction Co.		((2) 00987 Payne & Dolan Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0270 6107001 Misc. Curb and Gutter	30.000 Lft	40.00000	1200.00			37.84000	1135.20	33.50000	1005.00
0280 6200535 Airport Pavement Marking, Solid, Yellow With Reflective Beads	2150.000 Sft	1.00000	2150.00			1.99000	4278.50	1.99000	4278.50
0290 6200539 Remarking Airport Pavement, Solid, Yellow, With Reflective Beads	660.000 Sft	1.00000	660.00			1.89000	1247.40	1.89000	1247.40
0300 7010560 Concrete Culvert & Sewer Pipe 12", Reinforced, C76, Class IV	338.000 Lft	40.00000	13520.00			26.00000	8788.00	30.00000	10140.00
0310 7010562 Concrete Culvert & Sewer Pipe 18", Reinforced, C76, Class IV	64.000 Lft	60.00000	3840.00			35.00000	2240.00	31.00000	1984.00
0320 7010920 Precast Concrete End Section For 12" Pipe	4.000 Ea	600.00000	2400.00			600.00000	2400.00	560.00000	2240.00
0330 7010922 Precast Concrete End Section For 18" Pipe	2.000 Ea	800.00000	1600.00			685.00000	1370.00	900.00000	1800.00
0340 7050511 Pipe Underdrain 6", Type as Specified	370.000 Lft	10.00000	3700.00			9.00000	3330.00	7.15000	2645.50
0350 7050525 Underdrain Cleanout, As Specified	4.000 Ea	300.00000	1200.00			185.00000	740.00	110.00000	440.00
0360 7510521 Catch Basin 4' Diameter, Type 2, Through 8' Depth	3.000 Ea	3000.00000	9000.00			1750.00000	5250.00	1200.00000	3600.00
0370 7510583 Drainage Structure Cover, Type D, in Place	3.000 Ea	1000.00000	3000.00			665.00000	1995.00	790.00000	2370.00
0380 8007051 Misc. Relocate Electrical Outlet	1.000 LS	250.00000	250.00			800.00000	800.00	800.00000	800.00
0390 8007051 Misc. Relocate Overhead Light and Pole	1.000 LS	4500.00000	4500.00			3000.00000	3000.00	3000.00000	3000.00
0400 8007050 Misc. Remove Tie Down Anchor	21.000 Ea	200.00000	4200.00			50.00000	1050.00	150.00000	3150.00
0410 9010517 Turbing With Mixture and Rate, As Specified	1.000 Acre	1200.00000	1200.00			800.00000	800.00	1200.00000	1200.00
0420 9087011 Misc. Mulch Blanket, as specified	500.000 Syd	4.00000	2000.00			1.25000	625.00	1.50000	750.00

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TABULATION OF BIDS

CALL ORDER : 051 CONTRACT ID : 15147-120719 COUNTIES : Charlevoix County
 LETTING DATE : 07/12/13 10:30 A.M. REGION : NORTH

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	((0) -EST- ENGINEER'S ESTIMATE		((1) 00253 Rieth-Riley Construction Co.		((2) 00987 Payne & Dolan Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0430 9087012 Misc. Mulching, as specified	1.000 Acre	1000.00000	1000.00			900.00000	900.00	1200.00000	1200.00
SECTION TOTALS				\$ 730,950.00		\$ 548,279.35		\$ 564,105.27	
CONTRACT TOTALS				\$ 730,950.00		\$ 548,279.35		\$ 564,105.27	

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TABULATION OF BIDS

CALL ORDER : 051 CONTRACT ID : 15147-120719 COUNTIES : Charlevoix County
 LETTING DATE : 07/12/13 10:30 A.M. REGION : NORTH

		{ 3 } 01953		{ }		{ }	
		Elmer's Crane and Dozer, Inc					
LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AMOUNT
SECTION 0001 Federal, State, Local							
0010 1000400	Mobilization and General Conditions	1.000 LS	125000.00000	125000.00			
0020 1000410	Safety and Security	1.000 LS	55000.00000	55000.00			
0030 1000535	Permits	5000.000 Dlr	1.00000	5000.00			
0040 1007051	Misc. Haul Road	1.000 LS	27000.00000	27000.00			
0050 1090540	Electrical Manhole, With Cover, as Specified	2.000 Ea	6600.00000	13200.00			
0060 1097050	Misc. Adjust Electrical Manhole	1.000 Ea	825.00000	825.00			
0065 1100628	Underground Electrical Duct, 4 Bank 3", Direct Burial	60.000 Lft	44.00000	2640.00			
0070 1107001	Misc. Underground Electrical Duct, 10 Bank 3" Concrete Encased	460.000 Lft	108.00000	49680.00			
0080 1517001	Misc. Fence Removal and Disposal	360.000 Lft	5.50000	1980.00			
0090 1510494	Concrete Curb and Gutter Removal	50.000 Lft	8.00000	400.00			
0100 1520410	Unclassified Excavation	1400.000 Cyd	8.00000	11200.00			
0110 1520456	Borrow Excavation, Furnished By Contractor From Off-Site Location	275.000 Cyd	11.00000	3025.00			
0120 1520470	Removal and Disposal Of Bituminous Pavement	4895.000 Syd	2.50000	12237.50			
0130 1520472	Removal and Disposal of Concrete Pavement	30.000 Syd	10.00000	300.00			
0140 1620512	Chain-Link Fence, 4', Class E, With Top and Bottom Rails	96.000 Lft	38.50000	3696.00			
0150 1620522	Chain-Link Fence, 6', Class E, With Top and Bottom Rails	189.000 Lft	49.50000	9355.50			

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TABULATION OF BIDS

CALL ORDER : 051
 LETTING DATE : 07/12/13 10:30 A.M.

CONTRACT ID : 15147-120719
 REGION : NORTH

COUNTIES : Charlevoix County

		{ 3 } 01953		{ }		{ }	
		Elmer's Crane and Dozer, Inc					
LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AMOUNT
0160 1620555	Furnish and Install Warning Sign On Fence	20.000 Ea	88.00000	1760.00			
0170 1627050	Misc. 16' Steel VPL Gate	1.000 Ea	35200.00000	35200.00			
0180 1627050	Misc. Single Leaf Gate 6', 4' Chain Lin	1.000 Ea	2200.00000	2200.00			
0190 2080540	Aggregate Base Course, Series 22AX, Compacted in Place 90% Crushed	1450.000 Cyd	20.00000	29000.00			
0200 2080620	Erosion Control, Inlet Filter	8.000 Ea	50.00000	400.00			
0210 2080625	Erosion Control, Silt Fence	1400.000 Lft	1.50000	2100.00			
0220 4000515	Sawing Bituminous Pavement, Specified Dimensions	1510.000 Lft	0.95000	1434.50			
0230 4000531	Cold Mill Bituminous Pavement, Specified Thickness	12100.000 Syd	0.90000	10890.00			
0240 4110631	Bituminous Aggregate Surface Course, 20AAX Composition	2740.000 Ton	69.25000	189745.00			
0250 6050520	Joint and Crack Sealing, As Specified	2300.000 Lft	3.00000	6900.00			
0260 6100530	Concrete Sidewalk, 4"	540.000 Sft	8.50000	4590.00			
0270 6107001	Misc. Curb and Gutter	30.000 Lft	50.00000	1500.00			
0280 6200535	Airport Pavement Marking, Solid, Yellow With Reflective Beads	2150.000 Sft	2.00000	4300.00			
0290 6200539	Remarkings Airport Pavement, Solid,	660.000 Sft	1.90000	1254.00			

Yellow, With Reflective Beads				
0300 7010560	338.000	Lft	20.00000	6760.00
Concrete Culvert & Sewer Pipe 12", Reinforced, C76, Class IV				
0310 7010562	64.000	Lft	38.00000	2432.00
Concrete Culvert & Sewer Pipe 18", Reinforced, C76, Class IV				

PAGE : 051 -7

TABULATION OF BIDS

CALL ORDER : 051 CONTRACT ID : 15147-120719 COUNTIES : Charlevoix County
 LETTING DATE : 07/12/13 10:30 A.M. REGION : NORTH

LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0320 7010920	Precast Concrete End Section For 12" Pipe	4.000 Ea	3.50000	14.00				
0330 7010922	Precast Concrete End Section For 18" Pipe	2.000 Ea	600.00000	1200.00				
0340 7050511	Pipe Underdrain 6", Type as Specified	370.000 Lft	6.50000	2405.00				
0350 7050525	Underdrain Cleanout, As Specified	4.000 Ea	200.00000	800.00				
0360 7510521	Catch Basin 4' Diameter, Type 2, Through 8' Depth	3.000 Ea	1100.00000	3300.00				
0370 7510583	Drainage Structure Cover, Type D, in Place	3.000 Ea	850.00000	2550.00				
0380 8007051	Misc. Relocate Electrical Outlet	1.000 LS	880.00000	880.00				
0390 8007051	Misc. Relocate Overhead Light and Pole	1.000 LS	4000.00000	4000.00				
0400 8007050	Misc. Remove Tie Down Anchor	21.000 Ea	100.00000	2100.00				
0410 9010517	Turfing With Mixture and Rate, As Specified	1.000 Acre	2750.00000	2750.00				
0420 9087011	Misc. Mulch Blanket, as specified	500.000 Syd	1.25000	625.00				
0430 9087012	Misc. Mulching, as specified	1.000 Acre	900.00000	900.00				
SECTION TOTALS				\$ 642,528.50		\$		
CONTRACT TOTALS				\$ 642,528.50		\$ 0.00		\$

□

MICHIGAN DEPARTMENT OF TRANSPORTATION

In accordance with Act 327 of 1945

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

CONTRACT

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract Payment Express website (www.cpexpress.state.mi.us).

CONTRACT ID:	FM 15147-120719A	Item No.:
15147-120719	Federal Project No.: 3-26-0017-1713	1307 051
	Federal Item No.: AL	

Apron rehabilitation and expansion - Phase II at the Charlevoix Municipal Airport, city of Charlevoix, Charlevoix County.

This AGREEMENT, Made this _____ day of _____ A.D., 20 _____ by and between the City of Charlevoix, party of the first part, and Rieth-Riley Construction Co., Inc., an Indiana Corporation, PO Box 477, of Goshen, IN 46527-0477, party of the second part.

WITNESSETH, That the party of the second part, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and proposal therefore, and to the satisfaction of the said party of the first part, the work described herein, it being understood and agreed that said plans, specifications and proposal and all addenda thereto are to be considered as a part hereof.

Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the party of the first part or his authorized representative, prices for which are not included in the above items, the price or on the basis agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the party of the second part as to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

Start work within ten (10) days of the date specified in the written notice to proceed.

The entire contract shall be completed in/by forty-five (45) calendar days.

Liquidated damages will be assessed at the rate of \$1,000.00 per calendar day for failure to complete the contract within the specified time limits.

Neither the contractor nor his subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, sex, height, weight, marital status, or disability; and they will require a similar covenant on the part of any Contractor or subcontractor employed in the performance of this contract. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P. L. 88-352, 78 Stat.241 as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act and will require a similar covenant on the part of any Contractor or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

City of Charlevoix

By:

Robert J. Straebel
City Manager

Item: 1307 051

Rieth-Riley Construction Co., Inc.

Contractor Corporation

By:

James S. Pemberton PROJ. MGR.
JAMES S. PEMBERTON

This Contract shall not be valid, effective or binding until fully executed by both the Contractor and the Sponsor.

This information required by
Act 327 of 1945 in order
to obtain surety guarantee.

1383 (07/08)

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

BONDS

ITEM # 1307 051

15147-120719

Charlevoix Municipal Airport

(State Contract ID)

(Airport Name)

Bond No. 10596/916

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Rieth-Riley Construction Co., Inc., an Indiana Corporation, as Principal and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City of Charlevoix and the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, as agent, in the penal sum of

Five Hundred Forty Eight Thousand Two Hundred Seventy Nine Dollars And No Cents

dollars, lawful money of the United States, to be paid to the said City of Charlevoix and the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, for the agent or to their certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 31st day of July, A.D. 20 13.

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully, do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Rieth-Riley Construction Co., Inc.

Corporation Principal

By [Signature]

By _____

By _____

Travelers Casualty and Surety Company of America

Surety

By [Signature]

Sandra M. Nowak, Attorney In Fact

NOTE: If the principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Michigan Department of Transportation. The Surety Company shall attach a valid Power of Attorney of person or persons executing bond for the company.

Aon Risk Services Central, Inc.

Commission Received by: _____

15147-120719

Charlevoix Municipal Airport

(State Contract ID)

(Airport Name)

Bond No. 105961916

LIEN BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Rieth-Riley Construction Co., Inc., an Indiana Corporation as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, and City of Charlevoix, Michigan, as obligee, in the sum of

Five Hundred Forty Eight Thousand Two Hundred Seventy Nine Dollars And No Cents

= "dollars, lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of Transportation, Aeronautics Commission, or to its assigns, or to any person, firm or corporation who may furnish labor, materials, supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and each and every one of them firmly by these presents.

Sealed with our seals and dated this 31st day of July, A.D. 20 13.

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect."

Rieth-Riley Construction Co., Inc.

Corporation

Principal

By [Signature]

By _____

By _____

Travelers Casualty and Surety Company of America

Surety

By [Signature]

Sandra M. Nowak, Attorney In Fact

15147-120719

Charlevoix Municipal Airport

Bond Number: 105961916

(State Contract ID)

(Airport Name)

ENDORSEMENT

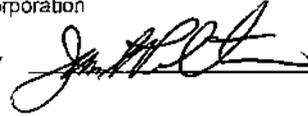
The provisions of the foregoing lien bond shall also apply to indebtedness described therein in the case of a subcontractor in which notice of the reliance of the security of the bond is not furnished within the time period provided in Act 213 of 1963, as amended, provided such notice is furnished within 60 days after final acceptance of the above described project by the owner or its authorized representative. Nothing in this endorsement shall be construed so as to limit the coverage provided for in said lien bond.

Rieth-Riley Construction Co., Inc.

Corporation

Principal

By



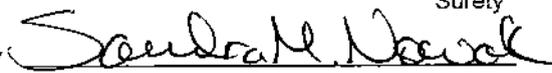
By _____

By _____

Travelers Casualty and Surety Company of America

Surety

By



Sandra M. Nowak, Attorney In Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 31st of July, 2013, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Diane M. O'Leary
Notary Public in the State of Illinois
County of Cook





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225712

Certificate No. 005546149

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, Geoffrey E. Heekin, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Karen L. Daniel, Richard A. Moore Jr., Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Melissa L. Fortier, and Derek Elston

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 1st day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

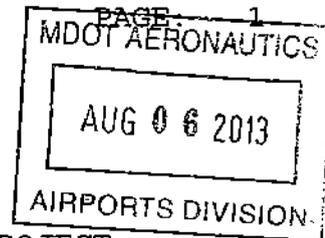
In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

MICHIGAN DEPARTMENT OF TRANSPORTATION

CONTRACT UNIT PRICES



LETTING: 130712
CALL : 051

CONTRACT	PROJECT(S)	CONTROL SECTION	FEDERAL PROJECT
15147-120719	120719A	15147	3-26-0017-1713

IN CONSIDERATION WHEREOF, SAID PARTY OF THE FIRST PART AGREES TO PAY TO SAID PARTY OF THE SECOND PART FOR ALL WORK DONE, THE FOLLOWING UNIT PRICES:

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
SECTION 0001				
0010	Mobilization and General Conditions	1000400	1.000 LS	65500.0000
0020	Safety and Security	1000410	1.000 LS	12500.0000
0030	Permits	1000535	5000.000 Dlr	1.0000
0040	Misc. Haul Road	1007051	1.000 LS	33945.0000
0050	Electrical Manhole, With Cover, as Specified	1090540	2.000 Ea	6000.0000
0060	Misc. Adjust Electrical Manhole	1097050	1.000 Ea	750.0000
0065	Underground Electrical Duct, 4 Bank 3", Direct Burial	1100628	60.000 Lft	40.0000
0070	Misc. Underground Electrical Duct, 10 Bank 3" Concrete Encased	1107001	460.000 Lft	98.0000
0080	Misc. Fence Removal and Disposal	1517001	360.000 Lft	5.0000
0090	Concrete Curb and Gutter Removal	1510494	50.000 Lft	5.0000
0100	Unclassified Excavation	1520410	1400.000 Cyd	7.8500
0110	Borrow Excavation, Furnished By Contractor From Off-Site Location	1520456	275.000 Cyd	25.5000
0120	Removal and Disposal Of Bituminous Pavement	1520470	4895.000 Syd	2.5700
0130	Removal and Disposal of Concrete Pavement	1520472	30.000 Syd	8.5000
0140	Chain-Link Fence, 4', Class E, With Top and Bottom Rails	1620512	96.000 Lft	35.0000
0150	Chain-Link Fence, 6', Class E, With Top and Bottom Rails	1620522	189.000 Lft	45.0000
0160	Furnish and Install Warning Sign On Fence	1620555	20.000 Ea	65.0000
0170	Misc. 16' Steel VPL Gate	1627050	1.000 Ea	32000.0000
0180	Misc. Single Leaf Gate 6', 4' Chain Link	1627050	1.000 Ea	2000.0000
0190	Aggregate Base Course, Series 22AX, Compacted in Place 90% Crushed	2080540	1450.000 Cyd	33.0000

CONTRACT UNIT PRICES

LETTING: 130712
 CALL : 051
 CONTRACT: 15147-120719

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
SECTION 0001				
0200	Erosion Control, Inlet Filter	2080620	8.000 Ea	25.0000
0210	Erosion Control, Silt Fence	2080625	1400.000 Lft	1.7500
0220	Sawing Bituminous Pavement, Specified Dimensions	4000515	1510.000 Lft	1.0000
0230	Cold Mill Bituminous Pavement, Specified Thickness	4000531	12100.000 Syd	1.0000
0240	Bituminous Aggregate Surface Course, 20AAAX Composition	4110631	2740.000 Ton	65.0000
0250	Joint and Crack Sealing, As Specified	6050520	2300.000 Lft	3.0000
0260	Concrete Sidewalk, 4"	6100530	540.000 Sft	3.6900
0270	Misc. Curb and Gutter	6107001	30.000 Lft	37.8400
0280	Airport Pavement Marking, Solid, Yellow, With Reflective Beads	6200535	2150.000 Sft	1.9900
0290	Remarking Airport Pavement, Solid, Yellow, With Reflective Beads	6200539	660.000 Sft	1.8900
0300	Concrete Culvert & Sewer Pipe 12", Reinforced, C76, Class IV	7010560	338.000 Lft	26.0000
0310	Concrete Culvert & Sewer Pipe 18", Reinforced, C76, Class IV	7010562	64.000 Lft	35.0000
0320	Precast Concrete End Section For 12" Pipe	7010920	4.000 Ea	600.0000
0330	Precast Concrete End Section For 18" Pipe	7010922	2.000 Ea	685.0000
0340	Pipe Underdrain 6", Type as Specified	7050511	370.000 Lft	9.0000
0350	Underdrain Cleanout, As Specified	7050525	4.000 Ea	185.0000
0360	Catch Basin 4' Diameter, Type 2, Through 8' Depth	7510521	3.000 Ea	1750.0000
0370	Drainage Structure Cover, Type D, in Place	7510583	3.000 Ea	665.0000
0380	Misc. Relocate Electrical Outlet	8007051	1.000 LS	800.0000
0390	Misc. Relocate Overhead Light and Pole	8007051	1.000 LS	3000.0000
0400	Misc. Remove Tie Down Anchor	8007050	21.000 Ea	50.0000

CONTRACT UNIT PRICES

LETTING: 130712
CALL : 051
CONTRACT: 15147-120719

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
SECTION 0001				
0410	Turfing With Mixture and Rate, As Specified	9010517	1.000 Acre	800.0000
0420	Misc. Mulch Blanket, as specified	9087011	500.000 Syd	1.2500
0430	Misc. Mulching, as specified	9087012	1.000 Acre	900.0000

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Recruitment for the City Treasurer Position

DATE: September 3, 2013

PRESENTED BY: Rob Straebel

ATTACHMENTS:

BACKGROUND INFORMATION: The Interview Committee completed four interviews on August 26, 2013. The Committee was comprised of the following members: Mayor Carlson, Shirley Gibson, Lyle Gennett, Rick Brandi, Jennifer Nash and Rob Straebel. The Committee recommended one finalist, Joe Zielinski, for an interview with City Council. The recommendation was made by Lyle Gennett, Jennifer Nash, Shirley Gibson, Rick Brandi and Rob Straebel.

City Council needs to schedule a date and time to interview Mr. Zielinski. Staff feels the week of September 9th would work best for the interviews. Mr. Zielinski is available on September 9 at 5:00 pm if this is convenient with City Council.

RECOMMENDATION: City Council select a date and time for the second interview for the City Treasurer position.