

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, August 18, 2014 - 7:00 p.m.

210 State Street, City Hall, Second Floor City Council Chambers, Charlevoix, Michigan

- 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 4, 2014 Regular Meeting PG 1-7
 - B. Accounts Payable Check Registers & Payroll Check Registers PG 8-20
 - C. Election Results PG 21
- V. **Public Hearings**
 - A. Public Hearing: Discussion and with a Possible Vote on Expanding City Marina PG 22-36
- VI. **Reports**
- VII. **Requests, Petitions and Communications and Actions Thereon**
 - A. Consideration to Approve a Resolution to Accept a FAA Grant to Rehabilitate Apron - Phase III PG 37-89
 - B. Consideration to Approve a Bid and Contract Documents for Apron Rehabilitation Project Phase III PG 90-108
 - C. Consideration to Approve an Engineering Contract for Third and Final Phase of the Apron Rehabilitation PG 109-146
 - D. Consideration to Pass a Resolution to Adopt the Annual Exemption Option in PA 152 for the 2014-15 Medical Benefit Plan Coverage Year PG 147-150
 - E. Consideration of State Trunkline Contract PG 151-187
 - F. Appointment of City Clerk PG 188
 - G. MERS Officer Delegate Appointment PG 189-190
- VIII. **Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
 - A. Introduction of an Ordinance to Amend Title VI, Chapter 61 - Nuisances PG 191-218
- IX. **Resolutions**
 - A. Consideration to Approve a Resolution to Accept a FAA Grant to Rehabilitate Apron - Phase III PG 38
 - B. Consideration to Pass a Resolution to Adopt the Annual Exemption Option in PA 152 for the 2014-15 Medical Benefit Plan Coverage Year PG 149
 - C. Consideration of State Trunkline Contract PG 187
- 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.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, August 4, 2014 – 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Mayor Norman Carlson.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor: Norman Carlson
City Manager: Rob Straebel
City Clerk: Joyce Golding
Members Present: Councilmembers Peggy Brennan, Shane Cole, Lyle Gennett, Shirley Gibson, Leon Perron, and Jeff Porter

III. Inquiry Regarding Possible Conflicts of Interest

None.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – July 21, 2014 Regular Meeting Minutes approved with correction
- B. Accounts Payable Special Check Registers – July 18, 2014 and July 22, 2014
- C. Accounts Payable Check Register – August 5, 2014
- D. Tax Disbursement – August 5, 2014
- E. ACH Payments – July 21, 2014 – August 1, 2014
- F. Payroll Check Register – August 1, 2014
- G. Payroll Transmittal – August 1, 2014

V. Public Hearings

None.

VI. Reports

City Manager Straebel met with the Michigan Department of Transportation (MDOT) regarding right of way for motorists and pedestrians on Bridge Street. Signage was discussed, along with upcoming changes such as American with Disabilities Act (ADA) compliant cross walks and potential left turn lanes to help alleviate some congestion on Bridge Street.

Tom Kirinovic, the City's new Recreation Director, was introduced and welcomed by Council.

VII. Requests, Petitions and Communications and Actions Thereon

A. Discussion Regarding Disc Golf Issues

City Manager Straebel indicated that, since he was absent from the July 21st Council Meeting, he had listened to the audio tape. In his professional opinion, several comments at the meeting were inaccurate and exaggerated the severity of some issues.

An ad hoc meeting was convened at Mt. McSauba on July 29 with the Recreation Director, City Manager, Councilmembers Gibson and Gennett, Bo Boss, Ric Evans and Dean Mikulski. The main focus of the meeting was safety issues, erosion, and alleged damage to Mt. McSauba property caused by disc golfers.

The main safety concern with the disc golf holes is its close proximity to camp activities. It was agreed that six holes would be closed during camp hours and signage will be added explaining the closure. Erosion problems will be addressed by Mr. Evans on four holes within the next three weeks. The cause of the alleged damage to lights and windows could not be determined. Good compromises were found per Council's directive.

Councilmember Porter asked for justification of costs that will be incurred with the proposed changes to the course due to the fact that disc golf generates no revenue. City Manager Straebel stated that the costs are nominal and could be potentially paid for with the remaining grant monies. Going forward, he anticipates costs to be minimal.

Councilmember Gibson suggested keeping the Disc Golf Committee temporarily intact to monitor progress of the proposed changes. She also suggested that the Chain O' Lakes Golf Club should share the responsibility for some of the proposed costs. Additionally, she noted that during the meeting on July 29, the committee had suggested placing orange cones at the baskets to provide greater visibility. Flags and brightly colored baskets were also suggested.

Councilmember Perron does not support the course and believes that Mt. McSauba is another piece of Charlevoix that is being lost to the "almighty dollar". The City has lost a peaceful and serene hiking area. Councilmember Porter agreed and stated that the natural hiking area is incompatible with disc golf.

City Manager Straebel stated that if Council wanted to discontinue the disc golf course then they need to take a vote against it. In the meantime, Staff has a directive from the previous City Council to make the disc golf course work. He also feels that it is unfair to continue to criticize the usage of the property, when Staff is simply following a directive from Council. City Manager Straebel stressed that Council cannot continue to belabor the issue, which has been ongoing for many months. Staff is remediating noted problems and the frustration level of Staff is high with the continued negativity.

Councilmember Gennett indicated the ideas developed by the committee were good and should be given a chance. He stated that this is a situation for compromise. Councilmember Cole agreed.

Mayor Carlson opened the item to public comment.

Dean Mikulski declared that there were positive outcomes from the committee meeting. He reiterated the need for additional signage and stated that the City of Charlevoix needs to take ownership of the disc golf course.

Recreation Director Wilkins stated that additional temporary signage will be installed immediately and permanent signage will take a couple of months to arrive and install.

Debbie Durker questioned why there are 19 holes over the entire park. She stated there may be some confusion that there is no hiking at Mt. McSauba when entering from the main parking lot. City Manager Straebel indicated that there is signage at the first tee which explains that Mt. McSauba is a multi-use recreational area.

Public comment was closed.

B. Bridge Street Blooms Site Plan Review (Project #2014-02SP)

City Planner Spencer reviewed the Planning Commission's unanimous recommendation for approval of Project #2014-02SP, Bridge Street Blooms, a proposed 7,440 square foot glass greenhouse at 1403 Bridge Street.

The new Ordinance grants some leeway to Bridge Street Blooms because of the existing configuration of the property and the specialized usage of the greenhouse. The Planning Commission recommended several conditions, which will be met by Bridge Street Blooms.

Mayor Carlson opened the item to public comment. There was no public comment and the item was closed.

Motion by Councilmember Gennett, second by Councilmember Brennan, to accept the Planning Commission's approval of Project 2014-02SP [for Bridge Street Blooms], with five conditions as described.

Yeas: Porter, Brennan, Cole, Gennett, Gibson, Perron
Nays: None
Absent: None

C. Replacement and Reconfiguration of Projector and Screen

City Planner Spencer recommended moving the Council Chambers projection screen from behind the dais to the south wall to facilitate better viewing for all meeting participants. The projector is over ten years old and Planner Spencer also recommends purchasing a new projector to eliminate on-going screen interference. Visual presentations are becoming more common place at Council and other meetings and are a beneficial tool.

Councilmember Porter believes that the proposed project is a waste of money.

Mayor Carlson opened the item to public comment. There was no public comment and the item was closed.

Council's recommendation is to move forward with obtaining bids for the project. Planner Spencer will pursue other options such as moving the podium as well.

D. Consideration to Approve MDOT Contract Grant Agreement for State Street Infrastructure Project

On August 1, 2014, the City received bids for the State Street project, which is scheduled for late Winter/early Spring 2015. This project includes an estimated \$450,200 in grant funds. Total estimated project costs are \$893,300 with the City's portion of the project estimated at \$443,100. According to MDOT officials, grant funding for the final eligible project costs will be on an 80% State/20% City ratio.

Mayor Carlson opened the item to public comment. There was no public comment and the item was closed.

Action by Resolution.

E. Mayoral Appointment to the Historic District Commission

David Miles has expressed interest in being appointed to the Historic District Commission to fill a vacancy. The vacancy is for a three-year term and is made by Mayoral recommendation and Council approval. The Historic District Commission is in favor of this recommendation.

Mayor Carlson opened the item to public comment. There was no public comment and the item was closed.

Motion by Councilmember Gennett, second by Councilmember Gibson, to appoint David Miles to the Historic District Commission for a three-year term, expiring June 2017.

Yeas: Porter, Brennan, Cole, Gennett, Gibson, Perron
Nays: None
Absent: None

VIII. **Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**

None.

IX. **Resolutions**

A. Consideration to Approve MDOT Contract Grant Agreement for State Street Infrastructure Project

Motion by Councilmember Cole, second by Councilmember Brennan, to approve Resolution 2014-08-01 MDOT Contract No. 14-5398 Grant Agreement for State Street Infrastructure Project, as follows:

RESOLUTION No. 2014-08-01
EXECUTION OF MDOT AGREEMENT FOR 2015 INFRASTRUCTURE IMPROVEMENTS
(MDOT Contract No. 14-5398)

WHEREAS, a grant has been received from the Michigan Department of Transportation for the 2015 Infrastructure Improvements - State Street Phase 1 Intersection; and

WHEREAS, the project is being funded with Federal monies; and

WHEREAS, the eligible project costs include hot mix asphalt paving work along State Street from Hurlbut Avenue northerly to Clinton Street. Eligible costs also include storm sewer, concrete curb and gutter, and sidewalk ramp work; and

WHEREAS, the City will be responsible for all costs associated with any water main, sanitary sewer, tree planting, brick pavers, retaining walls and conduit work along State Street from Hurlbut to Clinton Street.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF CHARLEVOIX CITY COUNCIL hereby approves MDOT Contract Number 14-5398 and authorizes Mayor Norman L. Carlson, Jr. to sign the contract.

RESOLVED, this 4th day of August, 2014, A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Porter, Brennan, Cole, Gennett, Gibson, Perron
Nays: None
Absent: None

X. **Ordinances**

None

XI. **Miscellaneous Business**

Councilmember Brennan suggested a public hearing for Monday, August 18, 2014 to discuss the marina expansion. She stated that the Marina Expansion Committee is ready to bring forward information and recommendations.

Motion by Councilmember Brennan, second by Councilmember Gennett, to set a public hearing for the next Council Meeting, Monday, August 18, 2014 at 7:00 p.m., to discuss the marina expansion.

Yeas: Porter, Brennan, Cole, Gennett, Gibson, Perron
 Nays: None
 Absent: None

Councilmember Gibson would like to see the planters in front of the t-shirt shop either be planted with flowers or removed. They are unsightly in their current condition. Planner Spencer will talk to the property owner.

Councilmember Porter suggested that the City should investigate a bond to re-forest City properties that have lost trees. Treasurer Zielinski stated that the necessary bond counsel and financial advisory costs would be prohibitive for the size of the bond suggested. City Manager Straebel indicated that Staff is working on a plan for fall tree planting.

Mayor Carlson commended all City departments for their efforts during Venetian Festival. The Bridge Street closure on Saturday night was successful and Staff will pursue closing the road again for other events when feasible.

XII. Audience - Non-agenda input (written requests take precedent)

Bob Timms noted that several new trees on Mason Street need watering. City Manager Straebel will look into the issue.

XIII. Adjourn

The Mayor stated that, barring any objections, the meeting would adjourn.

There were no objections.

Meeting adjourned at 8:00 p.m.

Joyce M. Golding City Clerk Norman L. Carlson, Jr. Mayor

Special Accounts Payable: 07/18/2014

AT&T	379.15	GREAT LAKES ENERGY	224.76
AT&T MOBILITY	72.09	PRIORITY HEALTH	47,396.85
CHARLEVOIX STATE BANK	4,032.46	VERIZON WIRELESS	56.72
CHARTER COMMUNICATIONS	905.58	VISION SERVICE PLAN	523.68
DELTA DENTAL	4,493.08	TOTAL	58,084.37

Special Accounts Payable: 07/22/2014

CHARLEVOIX VENETIAN FESTIVAL	12,000.00		
CHARLEVOIX VENETIAN FESTIVAL	1,550.00	TOTAL	13,550.00

Accounts Payable: 08/05/14

AIRGAS USA LLC	1,286.51	CITY OF CHARLEVOIX - UTILITIES	64,969.20
ALL-PHASE ELECTRIC SUPPLY CO.	515.64	COAST TO COAST COMPUTER	159.95
AMERICAN WASTE INC.	2,329.30	COOK FAMILY FARMS	143.00
AMSTUTZ, LINDA	175.71	DCASSESSING SERVICES	4,291.92
AT YOUR SERVICE PLUS INC	115.00	DeROSIA, PATTY	41.00
AT&T LONG DISTANCE	150.84	DHASELEER, CARL	79.00
AVFUEL CORPORATION	93,182.83	DISTRICT 21 SOFTBALL	100.00
B & L SOUND INC	417.22	DOAN, GERARD	41.00
BELLEFONTAINE, SARA	67.89	DTE ENERGY	776.49
BELLEROC TIRE/GAYLORD	180.32	DUERKSEN, RICK	75.00
BERG, REBECCA	50.00	EARLS, JENNIFER	55.00
BIG LEAGUE LAWNS LLC	368.22	ECONO SIGNS LLC	2,880.42
BLACK PEARL PLATINUM BRAND	40.00	EGGERS, BRYAN	25.00
BROWN, STEPHANIE	80.08	EJ USA INC.	869.40
BSN SPORTS INC.	72.98	ELLIOTT, PATRICK M.	41.00
CARDINAL CARPET CLEANING	2,639.12	ERNO, LEE	29.00
CCI SOUTH LLC	339.50	ETNA SUPPLY	2,225.00
CENTRAL DRUG STORE	90.80	EVANS, HAL	41.00
CHAIN O' LAKES DISC GOLF CLUB	72.00	FARMER WHITE'S	65.00
CHARLEVOIX AGENCY	100.00	FASTENAL COMPANY	77.50
CHARLEVOIX COUNTY NEWS	35.00	FISHER SCIENTIFIC	888.80
CHARLEVOIX LIONS CLUB, THE	80.00	FORBRIG, ADELE	150.00
CHARLEVOIX SCREEN MASTERS INC	2,627.73	GALLS AN ARAMARK COMPANY	286.76
CHARLEVOIX TOWNSHIP	16.22	GELDERBLOM, PAUL	50.00
CHARLEVOIX VENETIAN FESTIVAL	1,000.00	GERBER HOMEMADE SWEETS	15.00
CHEMICAL SYSTEMS INC.	1,872.00	GOLDING, JOYCE	245.55

GOLF ASSOCIATION OF MICHIGAN	417.00	PEARSON, BETHANY	41.00
GORDON FOOD SERVICE	1,156.12	PERFORMANCE ENGINEERS INC	3,850.00
GREAT LAKES PIPE & SUPPLY	623.37	POND HILL FARM LLC	149.00
GRIFFIN BEVERAGE CO	57.18	POWER LINE SUPPLY	4,048.88
GUNTZVILLER, RHONDA	274.00	PVS TECHNOLOGIES INC	6,230.24
HACH COMPANY	295.62	QUILL CORP	187.92
HANKINS, SCOTT	41.00	RAMEY, PAUL	6.00
HARRELL'S	4,786.00	RESIDEX LLC	197.25
HEID, THOMAS J.	41.00	SEAMAN, HEATHER	41.00
HERZOG ELECTRIC	299.68	SEELEY'S PRINTING SERVICE	396.00
HI-LINE	582.86	SHINDORF BUILDERS	998.50
HOLIDAY COMPANIES	10,411.40	SHORELINE POWER SERVICES INC.	1,083.45
HYDE SERVICES LLC	526.86	SIEGRIST, DAVID	18.00
IDEXX DISTRIBUTION INC.	1,194.85	SIMONS, JOSEPH	75.00
INDEPENDENT DRAFTING SERVICES	1,984.00	SMITH, LARRY & DIANE	235.00
IVAN, PAUL	41.00	SPENCER, MICHAEL	41.00
JOHN CROSS FISHERIES	79.00	SPENCLEY, PATTI	26.88
JOHNSON, KATHRYN	15.12	STANDARD ELECTRIC CO	2,506.08
KEIE, THOMAS	100.00	STITCH N' LIDS	139.50
KERSH, ELISHA	44.63	STOEL, SHIRLEY	75.00
KEWEENAW EXCURSIONS	160.00	STRAEBEL, ROBERT J.	41.00
KING PAR LLC	100.61	STRIKER SUPPLY	400.00
KIWANIS CLUB OF CHARLEVOIX	26.00	SUNDELIUS, HALI	49.97
KMart	127.56	SWEM, DONALD L.	41.00
KORTHASE FLINN	238.90	TERMINAL SUPPLY CO	358.08
KSS ENTERPRISES	2,107.62	TEUNIS, STEVEN	41.00
KUSTOM SIGNALS INC.	236.94	TIME	50.96
LAKESHORE TIRE & AUTO SERVICE	15.00	TIME EMERGENCY EQUIPMENT	694.95
LASER PRINTER TECHNOLOGIES	175.00	TOP QUALITY GLOVE	139.80
LEESE, M. CHRIS	109.88	TRUCK & TRAILER SPECIALTIES	4,175.86
LOTTIE'S BAGELS	78.00	UEHLEIN, BOB	225.00
McSWEENEY, CORY	58.93	UP NORTH PROPERTY SERVICES LLC	5,040.00
MDC CONTRACTING LLC	15,110.70	VILLAGE GRAPHICS INC.	17.40
MICHIGAN MUSHROOM MARKET LLC	33.00	WARD BROTHERS BOATS INC	96.83
MIDWEST GOLF & TURF	446.69	WELLER, LINDA	41.00
MITCHELL GRAPHICS INC.	165.00	WEST SHORE FIRE INC	873.17
MOSORYAK, JOHN MATTHEW	49.00	WHITLEY, ANDREW	14.00
MUNSON, DANIEL	51.83	WILKIN, AMANDA	41.00
NETSOURCE ONE INC.	72.00	WILLIAMS, JENNIFER	40.00
NORTH COUNTRY CRITTERS	6.00	WINNELL, CHARLES	960.00
NORTHERN SAFETY CO INC	29.94	WOODY, SCOTT	41.00
OLSON BZDOK & HOWARD	1,514.94	WORK & PLAY SHOP	31.94
OUDBIER INSTRUMENT CO	1,854.00	WRIGHT, NATHAN	14.00
PAPIERNIK, THOMAS & KATHRYN	3.63	YA YA'S NATURAL BAKERY	146.00
PARASTAR INC.	1,094.73	ZIELINSKI, JOSEPH A.	41.00
PARSONS CENTENNIAL FARM LLC	96.00	TOTAL	267,418.95

Tax Disbursement: 08/05/2014

CHARLEVOIX COUNTY TREASURER	197,283.99	CHARLEVOIX PUBLIC SCHOOLS	23,107.42
CHARLEVOIX COUNTY TREASURER	149.94	CITY OF CHARLEVOIX - TAXES DUE	112,566.27
CHARLEVOIX DISTRICT LIBRARY	24.82	CITY OF CHARLEVOIX/DDA	293,964.97
CHARLEVOIX PUBLIC SCHOOLS	288,692.49	COHEN, AVERN	5.00
CHARLEVOIX PUBLIC SCHOOLS	50,178.01	RECREATIONAL AUTHORITY	4.42
CHARLEVOIX PUBLIC SCHOOLS	3,695.28	TOTAL	969,672.61

ACH Payments: 07/21/2014 - 08/01/2014

MI PUBLIC POWER AGENCY	36,538.76	ALERUS FINANCIAL (HCSP)	280.00
NEOPOST	5,000.000	STATE OF MI (WITHHOLDING TAX)	6,105.50
MI PUBLIC POWER AGENCY	264,189.87	VANTAGEPOINT (401 ICMA PLAN)	728.06
MI PUBLIC POWER AGENCY	18,785.18	VANTAGEPOINT (457 ICMA PLAN)	13,441.74
IRS (PAYROLL TAX DEPOSIT)	42,309.57	TOTAL	387,378.68

PAYROLL: NET PAY

Pay Period Ending 07/26/2014 - Paid 08/01/2014

WELLER, LINDA JO	1,367.07	LOY, EVELYN R.	1,017.15
STRAEBEL, ROBERT J.	2,496.76	KLOOSTER, ALIDA K.	1,632.33
GOLDING, JOYCE M.	1,020.25	BROWN, STEPHANIE C.	1,126.90
DEROSIA, PATRICIA E.	871.03	LALEWICZ, AMELIA	46.17

SPENCER, MICHAEL D.	1,907.38	BISHAW, JAMES H.	687.20
SPENCLEY, PATRICIA L.	1,004.78	MARTINEZ, STANLEY A.	482.58
PANOFF, ZACHARY R.	820.00	MANKER JR, DAVID W.	421.62
MILLER, FAITH G.	305.79	MANKER SR, DAVID W.	610.94
PEARSON, BETHANY S.	1,248.39	NEUMANN, DANA L.	446.74
ZIELINSKI, JOSEPH A.	1,735.63	BECKER, MICHAEL S.	776.74
LEESE, MERRI C.	217.98	HERRIMAN, COBY M.	515.81
DOAN, GERARD P.	1,418.18	SHEPARD, ZACHARY N.	527.80
SHRIFT, PETER R.	1,187.18	COLE, STEVEN D.	545.14
SCHLAPPI, JAMES L.	1,132.50	NICHOLS, RUSSELL N.	537.01
UMULIS, MATTHEW T.	1,447.15	HAWKINS, JAMES S.	433.87
HANKINS, SCOTT A.	1,986.41	MCGHEE, ROBERT R.	1,022.25
ORBAN, BARBARA K.	1,474.43	STANTS, JACOB W.	502.17
TRAEGER, JASON A.	1,552.37	BLOOMER, GABRIELLE J.	464.48
WARNER, JANINE M.	1,184.73	WILKIN, AMANDA J.	852.11
EVANS JR, HALBERT K.	1,424.26	KLOOSTER, SUSAN E.	127.49
KLOOSTER, PATRICK H.	694.17	STEBE, LAURA A.	186.55
HUMBLE, NATHAN C.	945.74	AMSTUTZ, LINDA J.	990.18
FLICKEMA, ANDREW M.	1,107.19	FAUST, DESIREA L.	629.20
BINGHAM, LARRY E.	803.99	HALL, CHASE D.	587.55
BOSS, JOHN M.	681.31	PETERS, MEGAN M.	575.91
LABELLE, DAVIS B.	424.01	FAUST, ERICKA N.	655.74
KLINGER, LUCAS D.	298.77	RUDOLPH, TRISTAN M.	586.08
BRANDI, MAURA E.	463.75	GOLOVICH, SAWYER P.	479.99
SPEGELE, GREYSON H.	615.32	ECKHARDT, LOGAN R.	554.29
VANLOO, JORDAN C.	615.23	WEBB, MICHAEL B.	293.30
GLENNY, GRACE A.	727.59	ELLIOTT, ASHLIE D.	618.24
ACHARYA, VARUN R.K.	314.81	PARKER-DROST, HERO	480.73
GREYERBIEHL, KELLY M.	625.38	HOLECHECK, JENNACA R.	511.42
IVAN, PAUL M.	1,694.28	WELLS, IVY L.	450.58
SCHWARTZFISHER, JOSEPH L.	1,287.75	ROCKAFELLOW, SARAH C.	456.81
ROLOFF, ROBERT P.	1,098.01	BRADLEY, PAIGE M.	172.24
BRODIN, WILLIAM C.	1,128.78	HEID, THOMAS J	1,273.19
RILEY, DENISE M.	592.83	WESCOTT, DENNIS M.	231.84
TEUNIS, STEVEN L.	1,839.10	STEIN, DONNA E.	363.77
WURST, RANDALL W.	1,579.31	CURTIS, DENNIS E.	929.73
MAYER, SHELLEY L.	1,637.11	BOOTHE, STEVEN A.	229.54
HILLING, NICHOLAS A.	1,460.37	GRUNCH, RONALD J.	255.48
MEIER III, CHARLES A.	1,372.15	DURRENBERGER, LARRY J	246.14
ZACHARIAS, STEVEN B.	1,351.52	RYPSTRA III, BART	166.94
NISWANDER, JOSEPH F.	1,282.32	DAVIS, RONALD L.	220.29
FRYE, EDWARD J.	958.86	GILL, DAVID R.	905.29
SWEM, DONALD L.	1,667.39	MACLEOD, SAMUEL R.	365.95
EATON, BRAD A.	1,626.46	STEIN, MARK G.	47.57
WILSON, TIMOTHY J.	2,116.68	TODD, RICHARD D.	327.66
LAVOIE, RICHARD L.	1,418.11	WOODY, SCOTT R.	1,549.81
STEVENS, BRANDON C.	1,304.30	VANLOO, JOSEPH G.	553.95
WHITLEY, ANDREW T.	1,443.85	SEAMAN, HEATHER K.	911.23
DRAVES, MARTIN J.	2,042.84	BAGINSKI, JORDAN R.	691.99
ELLIOTT, PATRICK M.	1,732.18	TABER, HOLLY S.	398.40
MORRISON, KEVIN P.	1,315.37	WYMAN, MATTHEW A.	810.63
HODGE, MICHAEL J.	1,371.05	DRAVES, MICHAEL J.	611.57
WELLS JR., DONALD E.	1,844.55	SCHRADER, LOU ANN	500.57
BRADLEY, KELLY R.	1,317.22	SCHWAGER, EDWARD J.	719.65
WILSON, RICHARD J.	1,365.39	HUESING, HENRY A.	321.46
HART II, DELBERT W.	763.52	RILEY, CASEY W.	604.72
JOHNSON, STEVEN P.	1,907.80	JONES, TERRI L.	892.79
JONES, ROBERT F.	1,683.32		
DORAN, JUSTIN J.	1,937.55		
		TOTAL	113,294.77

PAYROLL: TRANSMITTAL
 08/01/2014

AMERICAN FAMILY LIFE	182.40	MI STATE DISBURSEMENT UNIT	546.29
AMERICAN FAMILY LIFE	269.17	NORTHWESTERN BANK	150.00
BAY WINDS FEDERAL CREDIT UNION	110.00	POLICE OFFICERS LABOR COUNCIL	382.00
CHAR EM UNITED WAY	82.04	PRIORITY HEALTH	1,489.42
CHARLEVOIX STATE BANK	1,041.16		
COMMUNICATION WORKERS OF AMER	529.95	TOTAL	4,782.43

Check Number	Payee	Amount
08/06/2014		
110655	DTE ENERGY	1,763.26
110656	METLIFE SMALL BUSINESS CENTER	817.77
Total 08/06/2014:		<u>2,581.03</u>
Grand Totals:		<u><u>2,581.03</u></u>

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

08/06/14 Special Accounts Payable Run	\$	2,581.03
08/07/14 Special Accounts Payable Run	\$	100.00
08/15/14 Payroll	\$	119,893.70
08/15/14 Payroll Transmittal Checks	\$	4,400.43
08/19/14 Regular Accounts Payable	\$	161,529.28
Checks Sub-Total:	\$	<u>286,504.44</u>

FIRSTMERIT BANK - ACH PAYMENTS

08/04/14 MI Public Power Agency	\$	22,944.12
08/08/14 State of MI (Sales Tax)	\$	27,384.35
08/11/14 MI Public Power Agency	\$	22,229.62
08/15/14 IRS (Payroll Tax Deposit)	\$	43,459.31
08/15/14 Alerus Financial (HCSP)	\$	280.00
08/15/14 State of MI (Withholding Tax)	\$	6,322.16
08/15/14 Vantagepoint (401 ICMA Plan)	\$	728.06
08/15/14 Vantagepoint (457 ICMA Plan)	\$	13,768.40
ACH Sub-Total:	\$	<u>137,116.02</u>

First Merit Bank Total: \$ 425,620.46

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

08/19/14 Tax Disbursement	\$	452,080.69
Charlevoix State Bank Total:	\$	<u>452,080.69</u>
Grand Total:	\$	<u><u>877,701.15</u></u>

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Check Number	Payee	Amount
08/07/2014		
110659	STATE OF MICHIGAN	100.00
Total 08/07/2014:		100.00
Grand Totals:		100.00

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
							1,367.08
08/09/2014	PC	08/15/2014	18089	WELLER, LINDA JO	101		2,186.48
08/09/2014	PC	08/15/2014	18090	STRAEBEL, ROBERT J.	102		1,020.25
08/09/2014	PC	08/15/2014	18091	GOLDING, JOYCE M.	106		871.03
08/09/2014	PC	08/15/2014	18092	DEROSIA, PATRICIA E.	107		1,017.15
08/09/2014	PC	08/15/2014	18093	LOY, EVELYN R.	117		1,404.26
08/09/2014	PC	08/15/2014	18094	KLOOSTER, ALIDA K.	121		1,461.84
08/09/2014	PC	08/15/2014	18095	BROWN, STEPHANIE C.	126		1,296.68
08/09/2014	PC	08/15/2014	18096	SPENCER, MICHAEL D.	132		1,118.07
08/09/2014	PC	08/15/2014	18097	SPENCLEY, PATRICIA L.	136		820.00
08/09/2014	PC	08/15/2014	18098	PANOFF, ZACHARY R.	141		113.99
08/09/2014	PC	08/15/2014	18099	MILLER, FAITH G.	142		1,248.39
08/09/2014	PC	08/15/2014	18100	PEARSON, BETHANY S.	143		1,735.63
08/09/2014	PC	08/15/2014	18101	ZIELINSKI, JOSEPH A.	144		217.98
08/09/2014	PC	08/15/2014	18102	LEESE, MERRI C.	145		1,613.56
08/09/2014	PC	08/15/2014	18103	DOAN, GERARD P.	201		1,238.37
08/09/2014	PC	08/15/2014	18104	SHRIFT, PETER R.	203		1,253.33
08/09/2014	PC	08/15/2014	18105	SCHLAPPI, JAMES L.	204		1,475.73
08/09/2014	PC	08/15/2014	18106	UMULIS, MATTHEW T.	205		1,571.26
08/09/2014	PC	08/15/2014	18107	HANKINS, SCOTT A.	208		1,293.17
08/09/2014	PC	08/15/2014	18108	ORBAN, BARBARA K.	209		1,339.52
08/09/2014	PC	08/15/2014	18109	TRAEGER, JASON A.	210		986.17
08/09/2014	PC	08/15/2014	18110	WARNER, JANINE M.	213		1,424.26
08/09/2014	PC	08/15/2014	18111	EVANS JR, HALBERT K.	214		732.19
08/09/2014	PC	08/15/2014	18112	FLICKEMA, ANDREW M.	222		803.99
08/09/2014	PC	08/15/2014	18113	BINGHAM, LARRY E.	224		389.26
08/09/2014	PC	08/15/2014	18114	BRANDI, MAURA E.	236		615.23
08/09/2014	PC	08/15/2014	18115	VANLOO, JORDAN C.	239		308.55
08/09/2014	PC	08/15/2014	18116	ACHARYA, VARUN R.K.	242		1,694.28
08/09/2014	PC	08/15/2014	18117	IVAN, PAUL M.	301		1,052.59
08/09/2014	PC	08/15/2014	18118	SCHWARTZFISHER, JOS	303		3,172.73
08/09/2014	PC	08/15/2014	18119	ROLOFF, ROBERT P.	304		1,800.39
08/09/2014	PC	08/15/2014	18120	BRODIN, WILLIAM C.	305		608.49
08/09/2014	PC	08/15/2014	18121	RILEY, DENISE M.	306		1,839.10
08/09/2014	PC	08/15/2014	18122	TEUNIS, STEVEN L.	402		1,451.01
08/09/2014	PC	08/15/2014	18123	WURST, RANDALL W.	411		2,106.47
08/09/2014	PC	08/15/2014	18124	MAYER, SHELLEY L.	412		1,365.86
08/09/2014	PC	08/15/2014	18125	HILLING, NICHOLAS A.	413		1,285.68
08/09/2014	PC	08/15/2014	18126	MEIER III, CHARLES A.	421		1,450.86
08/09/2014	PC	08/15/2014	18127	ZACHARIAS, STEVEN B.	422		1,428.26
08/09/2014	PC	08/15/2014	18128	NISWANDER, JOSEPH F.	504		958.86
08/09/2014	PC	08/15/2014	18129	FRYE, EDWARD J.	508		635.73
08/09/2014	PC	08/15/2014	18130	JONES, TERRI L.	511		1,751.72
08/09/2014	PC	08/15/2014	18131	EATON, BRAD A.	515		1,928.43
08/09/2014	PC	08/15/2014	18132	WILSON, TIMOTHY J.	516		1,394.99
08/09/2014	PC	08/15/2014	18133	LAVOIE, RICHARD L.	519		1,258.68
08/09/2014	PC	08/15/2014	18134	STEVENS, BRANDON C.	521		1,576.52
08/09/2014	PC	08/15/2014	18135	DRAVES, MARTIN J.	523		1,732.19
08/09/2014	PC	08/15/2014	18136	ELLIOTT, PATRICK M.	600		1,248.83
08/09/2014	PC	08/15/2014	18137	WELLS JR., DONALD E.	609		1,382.54
08/09/2014	PC	08/15/2014	18138	BRADLEY, KELLY R.	614		1,402.92
08/09/2014	PC	08/15/2014	18139	WILSON, RICHARD J.	615		726.02
08/09/2014	PC	08/15/2014	18140	HART II, DELBERT W.	616		1,247.16
08/09/2014	PC	08/15/2014	18141	JONES, ROBERT F.	618		1,432.52
08/09/2014	PC	08/15/2014	18142	DORAN, JUSTIN J.	621		510.06
08/09/2014	PC	08/15/2014	18143	MARTINEZ, STANLEY A.	634		445.74
08/09/2014	PC	08/15/2014	18144	MANKER JR, DAVID W.	638		700.76
08/09/2014	PC	08/15/2014	18145	MANKER SR, DAVID W.	639		

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
							550.81
08/09/2014	PC	08/15/2014	18146	NEUMANN, DANA L.	640		619.53
08/09/2014	PC	08/15/2014	18147	BECKER, MICHAEL S.	641		549.52
08/09/2014	PC	08/15/2014	18148	SHEPARD, ZACHARY N.	656		556.75
08/09/2014	PC	08/15/2014	18149	NICHOLS, RUSSELL N.	661		430.75
08/09/2014	PC	08/15/2014	18150	HAWKINS, JAMES S.	662		1,022.25
08/09/2014	PC	08/15/2014	18151	MCGHEE, ROBERT R.	663		548.65
08/09/2014	PC	08/15/2014	18152	STANTS, JACOB W.	664		452.00
08/09/2014	PC	08/15/2014	18153	BLOOMER, GABRIELLE J.	665		90.66
08/09/2014	PC	08/15/2014	18154	KIRINOVIC, THOMAS F.	700		159.04
08/09/2014	PC	08/15/2014	18155	KLOOSTER, SUSAN E.	702		194.01
08/09/2014	PC	08/15/2014	18156	STEBE, LAURA A.	703		990.18
08/09/2014	PC	08/15/2014	18157	AMSTUTZ, LINDA J.	706		502.02
08/09/2014	PC	08/15/2014	18158	RUDOLPH, TRISTAN M.	757		439.79
08/09/2014	PC	08/15/2014	18159	GOLOVICH, SAWYER P.	759		784.07
08/09/2014	PC	08/15/2014	18160	WEBB, MICHAEL B.	773		385.90
08/09/2014	PC	08/15/2014	18161	ELLIOTT, ASHLIE D.	774		543.59
08/09/2014	PC	08/15/2014	18162	PARKER-DROST, HERO	775		347.60
08/09/2014	PC	08/15/2014	18163	HOLECHECK, JENNACA	777		419.33
08/09/2014	PC	08/15/2014	18164	WELLS, IVY L.	781		564.14
08/09/2014	PC	08/15/2014	18165	ROCKAFELLOW, SARAH	782		629.52
08/09/2014	PC	08/15/2014	18166	BRADLEY, PAIGE M.	786		1,273.19
08/09/2014	PC	08/15/2014	18167	HEID, THOMAS J	802		314.49
08/09/2014	PC	08/15/2014	18168	WESCOTT, DENNIS M.	828		412.00
08/09/2014	PC	08/15/2014	18169	STEIN, DONNA E.	830		317.73
08/09/2014	PC	08/15/2014	18170	GRUNCH, RONALD J.	844		220.41
08/09/2014	PC	08/15/2014	18171	RYPSTRA III, BART	852		379.95
08/09/2014	PC	08/15/2014	18172	MACLEOD, SAMUEL R.	857		1,549.81
08/09/2014	PC	08/15/2014	18173	WOODY, SCOTT R.	900		493.01
08/09/2014	PC	08/15/2014	18174	VANLOO, JOSEPH G.	902		911.23
08/09/2014	PC	08/15/2014	18175	SEAMAN, HEATHER K.	913		367.08
08/09/2014	PC	08/15/2014	18176	TABER, HOLLY S.	924		934.80
08/09/2014	PC	08/15/2014	18177	WYMAN, MATTHEW A.	927		607.91
08/09/2014	PC	08/15/2014	18178	DRAVES, MICHAEL J.	928		483.00
08/09/2014	PC	08/15/2014	18179	SCHRADER, LOU ANN	929		846.16
08/09/2014	PC	08/15/2014	18180	SCHWAGER, EDWARD J.	930		305.84
08/09/2014	PC	08/15/2014	18181	HUESING, HENRY A.	931		159.30
08/09/2014	PC	08/15/2014	18182	FUNKEY, KRAIG R.	1034		165.18
08/09/2014	PC	08/15/2014	18183	RILEY, TIMOTHY C.	1045		125.79
08/09/2014	PC	08/15/2014	18184	RAMSEY, KYLE J.	1051		940.79
08/09/2014	PC	08/15/2014	18185	RILEY, CASEY W.	1052		39.65
08/09/2014	PC	08/15/2014	18186	HUNTER, DESMOND J.	1053		271.77
08/09/2014	PC	08/15/2014	18187	THORMAN, MIKAYLA R.	1055		633.05
08/09/2014	PC	08/15/2014	18188	JONES, LARRY M.	1057		69.26
08/09/2014	PC	08/15/2014	18189	OCHS, THOMAS F	1068		295.11
08/09/2014	PC	08/15/2014	18190	TRAVERS, MANUEL J.	1071		321.53
08/09/2014	PC	08/15/2014	18191	COLLINS, CHAD M.	1076		1,383.86
08/09/2014	PC	08/15/2014	18192	RILEY, DANIEL A.	1079		491.68
08/09/2014	PC	08/15/2014	18193	WHITLEY, ADAM	1089		812.35
08/09/2014	PC	08/15/2014	18194	SCHOOF, WILLIAM R.	1094		180.00
08/09/2014	PC	08/15/2014	18195	DROST, PATRICIA A.	2002		190.00
08/09/2014	PC	08/15/2014	18196	CARLSON, JOANNE E.	2007		212.63
08/09/2014	PC	08/15/2014	18197	COLT, JUDITH C.	2018		180.00
08/09/2014	PC	08/15/2014	18198	BERWICK, KIRSTEN A.	2028		107.50
08/09/2014	PC	08/15/2014	18199	FRANCIS, CATHERINE A.	2029		182.50
08/09/2014	PC	08/15/2014	18200	HEDDLE, JULIA E.	2030		190.00
08/09/2014	PC	08/15/2014	18201	HUNTLEY, ROSALYNN R.	2031		107.50
08/09/2014	PC	08/15/2014	18202	LALONDE, SANDRA L.	2032		

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/09/2014	PC	08/15/2014	18203	SPRING, RICHARD C.	2033		180.00
08/09/2014	PC	08/15/2014	18204	WILKIN, AMANDA J.	9992		831.98
08/09/2014	PC	08/15/2014	110660	TIMMS, ROBERT N	92		46.17
08/09/2014	PC	08/15/2014	110661	KLOOSTER, PATRICK H.	216		495.39
08/09/2014	PC	08/15/2014	110662	HUMBLE, NATHAN C.	219		761.52
08/09/2014	PC	08/15/2014	110663	BOSS, JOHN M.	232		434.31
08/09/2014	PC	08/15/2014	110664	LABELLE, DAVIS B.	234		405.27
08/09/2014	PC	08/15/2014	110665	KLINGER, LUCAS D.	235		521.06
08/09/2014	PC	08/15/2014	110666	SPEGELE, GREYSON H.	237		467.75
08/09/2014	PC	08/15/2014	110667	GLENNY, GRACE A.	241		537.45
08/09/2014	PC	08/15/2014	110668	GREYERBIEHL, KELLY M.	260		484.02
08/09/2014	PC	08/15/2014	110669	SWEM, DONALD L.	512		1,667.39
08/09/2014	PC	08/15/2014	110670	WHITLEY, ANDREW T.	522		1,347.03
08/09/2014	PC	08/15/2014	110671	MORRISON, KEVIN P.	601		1,039.56
08/09/2014	PC	08/15/2014	110672	HODGE, MICHAEL J.	606		1,148.96
08/09/2014	PC	08/15/2014	110673	JOHNSON, STEVEN P.	617		1,169.70
08/09/2014	PC	08/15/2014	110674	BISHAW, JAMES H.	633		538.60
08/09/2014	PC	08/15/2014	110675	HERRIMAN, COBY M.	654		520.19
08/09/2014	PC	08/15/2014	110676	COLE, STEVEN D.	657		549.52
08/09/2014	PC	08/15/2014	110677	HALL, CHASE D.	726		622.48
08/09/2014	PC	08/15/2014	110678	PETERS, MEGAN M.	738		612.48
08/09/2014	PC	08/15/2014	110679	ECKHARDT, LOGAN R.	761		531.80
08/09/2014	PC	08/15/2014	110680	CURTIS, DENNIS E.	831		968.12
08/09/2014	PC	08/15/2014	110681	BOOTHE, STEVEN A.	832		212.47
08/09/2014	PC	08/15/2014	110682	DURRENBERGER, LARR	846		60.45
08/09/2014	PC	08/15/2014	110683	DAVIS, RONALD L.	853		268.63
08/09/2014	PC	08/15/2014	110684	GILL, DAVID R.	856		1,059.36
08/09/2014	PC	08/15/2014	110685	TODD, RICHARD D.	859		339.55
08/09/2014	PC	08/15/2014	110686	BAGINSKI, JORDAN R.	918		677.37
08/09/2014	PC	08/15/2014	110687	STEVENS, JEFFREY W.	1028		468.09
08/09/2014	PC	08/15/2014	110688	ROLOFF, AUDREY M.	1037		1,134.37
08/09/2014	PC	08/15/2014	110689	MATTER, DAWSON K.	1038		888.30
08/09/2014	PC	08/15/2014	110690	MARSH JR., JAMES D.	1043		47.10
08/09/2014	PC	08/15/2014	110691	IWEMA, NICHOLE M.	1049		49.34
08/09/2014	PC	08/15/2014	110692	SCOTT JR., WINFIELD	1072		13.21
08/09/2014	PC	08/15/2014	110693	KITELEY, FISHER L.	1074		52.86
08/09/2014	PC	08/15/2014	110694	BERGMANN, DOUGLAS	1087		99.11
08/09/2014	PC	08/15/2014	110695	RUDOLPH, JOELLEN B.	2008		172.50
08/09/2014	PC	08/15/2014	110696	LEFT, LILLIAN M.	2010		249.38
08/09/2014	PC	08/15/2014	110697	BUDAY, JOAN E.	2011		196.88
08/09/2014	PC	08/15/2014	110698	STEPHAN, MARY ANN	2012		67.50
08/09/2014	PC	08/15/2014	110699	CAMPBELL, KAREN L.	2013		120.00
08/09/2014	PC	08/15/2014	110700	DOAN, CECELIA E.	2017		67.50
Grand Totals:			157				119,893.70

Report Criteria:
 Computed checks included
 Manual checks included
 Supplemental checks included
 Termination checks included
 Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/09/2014	08/15/2014	110701	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	182.40
08/09/2014	08/15/2014	110701	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	269.17
08/09/2014	08/15/2014	110702	BAY WINDS FEDERAL C	9024	HSA-EMPLOYEE CONTRIB-BAY	110.00
08/09/2014	08/15/2014	110703	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 8/9/20	82.04
08/09/2014	08/15/2014	110704	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,041.16
08/09/2014	08/15/2014	110705	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	529.95
08/09/2014	08/15/2014	110706	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	546.29
08/09/2014	08/15/2014	110707	NORTHWESTERN BANK	9018	HSA - EMPLOYEE CONTRIB - N	150.00
08/09/2014	08/15/2014	110708	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,489.42
Grand Totals:						<u>4,400.43</u>

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Check Number	Payee	Amount
08/19/2014		
110709	ACE HARDWARE	2,736.09
110710	AETNA INSURANCE	23.00
110711	AMERICAN WASTE INC.	570.40
110712	APEX SOFTWARE	235.00
110713	AT&T	1,570.97
110714	AUTO VALUE	1,770.80
110715	AVFUEL CORPORATION	72,003.46
110716	B & L SOUND INC	76.98
110717	BAKER COLLEGE OF CADILLAC	45.00
110718	BALASZ, KRIS	25.00
110719	BLARNEY CASTLE OIL CO	2,714.18
110720	BOUND TREE MEDICAL LLC	1,806.11
110721	BRADFORD'S	58.50
110722	CARQUEST OF CHARLEVOIX	1,318.43
110723	CHARLEVOIX AREA	6,700.00
110724	CHARLEVOIX SCREEN MASTERS INC	985.50
110725	CHARTER COMMUNICATIONS	122.49
110726	CINTAS CORPORATION	127.50
110727	COOK FAMILY FARMS	179.00
110728	COVEYOU FARMS LLC	141.00
110729	DECKA DIGITAL LLC	690.00
110730	DHASELEER, CARL	117.00
110731	DORNBOS SIGN INC.	37.50
110732	EAST JORDAN FAMILY HEALTH CTR	122.00
110733	EATON CORPORATION	614.70
110734	ECONO SIGNS LLC	1,668.94
110735	EKERN, VIRGINIA NELL	75.00
110736	ELLIOTT, ASHLIE	50.78
110737	ELLSWORTH FARMER'S EXCHANGE	580.65
110738	ERNO, LEE	20.00
110739	FANARA, SHAYNEE	200.00
110740	FARMER WHITE'S	145.00
110741	FARMER'S DAUGHTER	407.00
110742	FASTENAL COMPANY	27.76
110743	FAUST, DESIREA	57.87
110744	FAUST, ERICKA	19.04
110745	FIDELITY GOLF SERVICES LLC	210.00
110746	FLOTATION DOCKING SYSTEMS INC.	275.00
110747	GALEA, JOE	25.00
110748	GALLIMORE, SARAH	12.00
110749	GALLS AN ARAMARK COMPANY	322.88
110750	GBS INC.	17.46
110751	GERBER HOMEMADE SWEETS	50.00
110752	GORDON FOOD SERVICE	494.66
110753	GREENSKEEPER LANDSCAPE MAINT	120.00
110754	GUNTZVILLER, RHONDA	270.00
110755	HACH COMPANY	1,011.12
110756	HAGGARD'S INC	80.00

Check Number	Payee	Amount
110757	HANCHIN, AMY	190.00
110758	HARBOR HOUSE PUBLISHERS	3,597.68
110759	HARRELL'S	250.00
110760	HOLIDAY COMPANIES	282.79
110761	HUGH'S EXCAVATING LLC	1,000.00
110762	HYDE SERVICES LLC	219.67
110763	INTELLIGENT PRODUCTS INC	1,586.75
110764	J & B MEDICAL SUPPLY INC.	218.46
110765	J. THOMAS DISTRIBUTORS LLC	47.08
110766	JOHN CROSS FISHERIES	59.00
110767	KENDALL ELECTRIC INC.	330.20
110768	KMart	239.55
110769	KORTHASE FLINN	15.30
110770	KSS ENTERPRISES	1,594.90
110771	LAKESHORE TIRE & AUTO SERVICE	15.95
110772	LOTTIE'S BAGELS	103.00
110773	MACKINAW ART & SIGN	266.80
110774	MARSHALL-RASHID, ZOE	100.00
110775	MICHIGAN MUNICIPAL LEAGUE	172.10
110776	MICHIGAN MUSHROOM MARKET LLC	7.00
110777	MICHIGAN OFFICEWAYS INC	5,012.94
110778	MOSORYAK, JOHN MATTHEW	32.00
110779	NCL OF WISCONSIN INC.	99.71
110780	NFPA	41.25
110781	NORTHEAST WISCONSIN TECHNICAL	25.00
110782	NORTHERN CREDIT BUREAU	102.55
110783	NORTHERN FIRE & SAFETY INC.	168.00
110784	NORTHERN MICHIGAN JANITORIAL	270.75
110785	NORTHERN PUMP SERVICE INC.	1,058.80
110786	NORTHERN SAFETY CO INC	452.73
110787	ORBAN, BARBARA	77.95
110788	OTEC	60.00
110789	PANOFF, ZACH	188.94
110790	PERFORMANCE ENGINEERS INC	6,235.00
110791	POLLUTION CONTROL SERVICES INC	1,028.70
110792	POND HILL FARM LLC	218.00
110793	POSTMASTER	30.03
110794	POWER LINE SUPPLY	2,857.03
110795	PREFERRED WASTE 2 LLC	780.00
110796	PRO WEB MARKETING LLC	100.00
110797	PUROLL EQUIPMENT COMPANY LLC	831.34
110798	QUILL CORP	249.00
110799	R B LYONS INC	1,080.00
110800	RESIDEX LLC	302.87
110801	ROAD WEASEL ENTERPRISES LLC	73.00
110802	SAXON INCORPORATED	43.93
110803	SEARS COMMERCIAL ONE	169.99
110804	SECURITY SANITATION INC.	380.00
110805	SEELEY'S PRINTING SERVICE	153.47

Check Number	Payee	Amount
110806	SIEGRIST, DAVID	43.00
110807	SLADICK, JEANNINE	150.00
110808	SPARTAN DISTRIBUTORS INC	118.47
110809	SPARTAN STORES LLC	66.85
110810	STATE OF MICHIGAN	469.26
110811	STEVENS, BRANDON	60.00
110812	STEVENS, JEFF	586.00
110813	SUNFLOWER STAND, THE	27.00
110814	SUPERIOR MECHANICAL	1,020.00
110815	TIME EMERGENCY EQUIPMENT	9,333.00
110816	TRI-TURF	118.74
110817	TRUCK & TRAILER SPECIALTIES	141.01
110818	UP NORTH PROPERTY SERVICES LL	11,543.00
110819	UPBEAT INC.	936.00
110820	UPPER CASE PRINTING INK.	1,094.24
110821	VILLAGE GRAPHICS INC.	100.00
110822	VOSS LIGHTING	1,258.34
110823	WILBERT BURIAL VAULT CO	452.64
110824	WORK & PLAY SHOP	661.75
		<hr/>
Total 08/19/2014:		161,529.28
		<hr/>
Grand Totals:		161,529.28
		<hr/> <hr/>

Check Number	Payee	Amount
08/04/2014		
80414001	MICHIGAN PUBLIC POWER AGENCY	22,944.12
Total 08/04/2014:		22,944.12
Grand Totals:		22,944.12

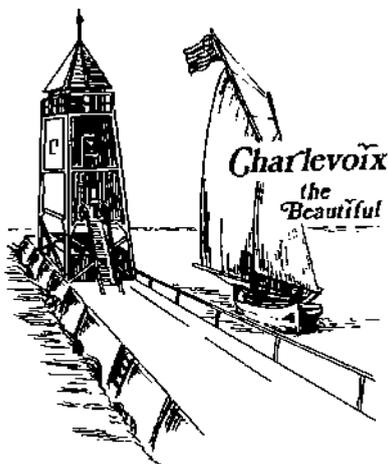
Check Number	Payee	Amount
08/08/2014		
80814001	STATE OF MICHIGAN	27,384.35
	Total 08/08/2014:	27,384.35
	Grand Totals:	27,384.35

Check Number	Payee	Amount
08/11/2014		
81114001	MICHIGAN PUBLIC POWER AGENCY	22,229.62
Total 08/11/2014:		22,229.62
Grand Totals:		22,229.62

Check Issue Date	Check Number	Payee	Amount
81514001			
08/15/2014	81514001	**EFTPS* Payroll Taxes	10,678.27
08/15/2014	81514001	**EFTPS* Payroll Taxes	10,678.27
08/15/2014	81514001	**EFTPS* Payroll Taxes	2,497.34
08/15/2014	81514001	**EFTPS* Payroll Taxes	2,497.34
08/15/2014	81514001	**EFTPS* Payroll Taxes	17,108.09
Total 81514001:			
	5		43,459.31
81514002			
08/15/2014	81514002	Alerus Financial	280.00
Total 81514002:			
	1		280.00
81514003			
08/15/2014	81514003	STATE OF MICHIGAN	6,322.16
Total 81514003:			
	1		6,322.16
81514004			
08/15/2014	81514004	Vantagepoint - 401 Plan 109153	728.06
Total 81514004:			
	1		728.06
81514005			
08/15/2014	81514005	Vantagepoint - 457 Plan 300959	5,480.67
08/15/2014	81514005	Vantagepoint - 457 Plan 300959	215.61
08/15/2014	81514005	Vantagepoint - 457 Plan 300959	1,814.23
08/15/2014	81514005	Vantagepoint - 457 Plan 300959	6,257.89
Total 81514005:			
	4		13,768.40
Grand Totals:			
	12		64,557.93

Check Number	Payee	Amount
08/19/2014		
2393	CHARLEVOIX COUNTY TREASURER	121,517.84
2394	CHARLEVOIX PUBLIC SCHOOLS	146,281.78
2395	CHARLEVOIX PUBLIC SCHOOLS	21,577.69
2396	CHARLEVOIX PUBLIC SCHOOLS	1,589.18
2397	CHARLEVOIX PUBLIC SCHOOLS	9,936.47
2398	CITY OF CHARLEVOIX - TAXES DUE	151,114.29
2399	HALLMARK MARKETING CORPORATI	63.44
Total 08/19/2014:		452,080.69
Grand Totals:		452,080.69

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT



CITY OF CHARLEVOIX

210 STATE ST. CHARLEVOIX, MICH. 49720

City of Charlevoix Certified Primary Election Results August 5, 2014

City Proposal to amend the Charter to change the City Clerk's position from an elected position to an appointed position.

	Ward 1	Ward 2	Ward 3	Total
For	224	141	156	521
Against	120	116	109	345









CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Public Hearing: Discussion and Possible Vote on Expanding City Marina

DATE: August 18, 2014

PRESENTED BY: Rob Straebel

Mike Spencer

Jim Muschell/Ron Tebow, United Designs Associates

- ATTACHMENTS:**
1. Conceptual Plan showing seven 80' Slips
 2. Conceptual plan showing five 80' slips
 3. August 8 email from Army Corps of Engineers regarding permitting process
 4. Letter from the Charlevoix Sheriff's Department
 5. Initial estimate of Beaver Island Boat Company travel path
 6. February 27 and July 22 letter from BIBCO
 7. July 1 Letter from John Oates
 8. July 24 and August 11 correspondence from Cliff Biddick, Irish Boat Shop
 9. Debt Service East Park/Marina

BACKGROUND INFORMATION: The Marina Expansion Committee met on July 22 and voted to recommend to City Council a new dock addition that includes five 80' slips including extending the shopper's dock. Since that time, both the Planning Commission and DDA have voted on the dock expansion. Both entities voted in favor of seven 80' slips with the shopper's dock (DDA 8-0 vote, Planning Commission 4-1 vote).

The Marina Expansion Committee met once again on August 13, 2014 and voted to recommend to City Council a new dock configuration with seven dock slips with expanded shopper's dock facilities. Councilmember Brennan requested the City hold a Public Hearing for August 18.

Estimated costs for a new dock for seven slips are \$500,000. Keep in mind, this is a rough estimate due to a lack of finalized specifications and the uncertainty with electric utility costs. Additionally, the City has not finalized the actual infrastructure needed to dock the Keweenaw Star broadside. This can be determined when the final engineered specifications are developed.

If approval is granted to proceed to the permitting stage by City Council, project engineers would submit the preliminary drawings to both the DNR and Army Corps of Engineers for their review. There are no commitments at this point and any alleged safety issues would be closely vetted through the two reviewing agencies. We do not think it fiscally prudent to spend additional funds at this point to finalize the project specifications. This can be completed once approval is granted by the reviewing agencies.

Revenue estimates for a seasonal slip using current rates are \$11,600 per season for an 80' vessel. Five slips would equate to \$58,000 annually. Seven slips would equate to \$81,200 annually. The Keweenaw Star pays \$10,500 for their current dockage and it is anticipated they would dock broadside on the north side of the new docking facilities. Their lease expires this year. There would be additional revenues for the end of the proposed dock which measures 92'.

Options for City Council

1. Make a motion to recommend a five slip dock for 80' vessels and expanded shopper's docks be sent to the appropriate reviewing agencies.
2. Make a motion to recommend a seven slip dock for 80' vessels and expanded shopper's dock be sent to the appropriate reviewing agencies.
3. Table-give Staff specific direction on outstanding issues that Council would like to see addressed.
4. Do nothing- Dock expansion proposal would not move forward.
5. Other ideas/suggestions?

RECOMMENDATION: Direction to Staff.

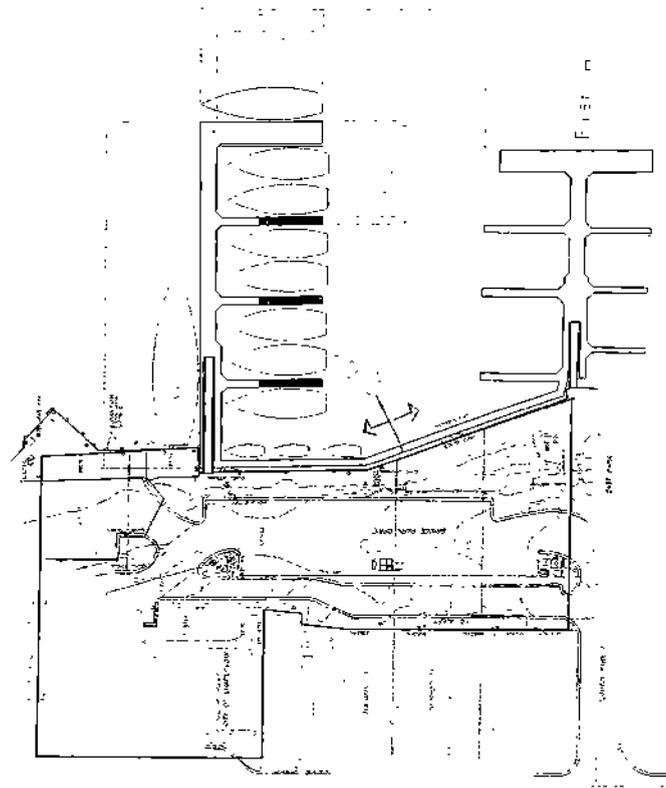
DATE: 10/1/54
BY: [Signature]

ENGINEERING AND ARCHITECTURE
111 N. W. 10th St., Miami, Florida
FOR THE CITY OF MIAMI
MAYOR'S OFFICE
MAYOR: [Signature]



TOPOGRAPHICAL SURVEY
FOR
UNITED DESIGN ASSOCIATES
CHARLETON'S EAST PARK
MAYOR'S OFFICE PROJECT
CITY OF MIAMI, MIAMI, FLORIDA
MAYOR'S OFFICE
UNITED DESIGN ASSOCIATES
111 N. W. 10th St., Miami, Florida
Geographic, Vertical - 1954

C.P. 12



1. SEE SHEET 15 FOR THE REST OF THE SITE.
2. SEE SHEET 16 FOR THE REST OF THE SITE.
3. SEE SHEET 17 FOR THE REST OF THE SITE.
4. SEE SHEET 18 FOR THE REST OF THE SITE.
5. SEE SHEET 19 FOR THE REST OF THE SITE.
6. SEE SHEET 20 FOR THE REST OF THE SITE.
7. SEE SHEET 21 FOR THE REST OF THE SITE.
8. SEE SHEET 22 FOR THE REST OF THE SITE.
9. SEE SHEET 23 FOR THE REST OF THE SITE.

NO.	DESCRIPTION	DATE
1	TOPOG. SURV. FOR CHARLETON'S EAST PARK	10/1/54
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

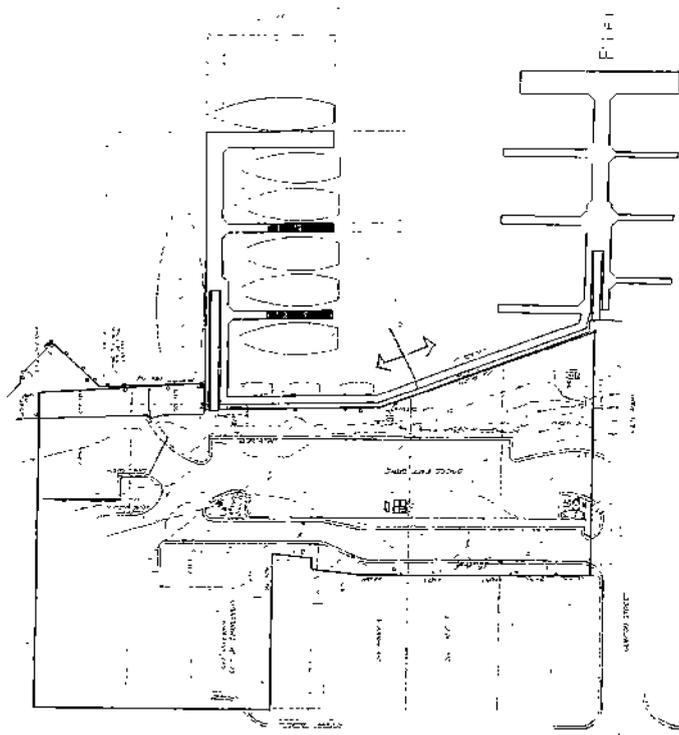
DATE: 10/1/54

BY: [Signature]



TOPOGRAPHICAL SUPPLY
 FOR
 UNITED DESIGN ASSOCIATES
 CAPREYON'S EAST PARK
 HOUSING EXHIBITION PROJECT
 OFFICE OF ARCHITECTURE, PLANNING, AND DESIGN
 PREPARED FOR
 UNITED DESIGN ASSOCIATES
 11 N. Main Street - Suite 2
 Des Moines, Iowa 50319

DATE: 11/11/78



1. ALL DIMENSIONS ARE IN FEET.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	11/11/78	[Signature]	[Signature]
2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			



Linda Weller

From: terrypeggy@charter.net
Sent: Friday, August 08, 2014 8:58 AM
To: Linda Weller
Subject: Fw: [EXTERNAL] Permit Process (UNCLASSIFIED)

Linda,
Please include in the info packet for the council next week and make copies for the committee's meeting on Wednesday.

Thanks, Peggy

From: Arthur, Edward J LRE
Sent: Friday, August 8, 2014 7:32 AM
To: terrypeggy@charter.net

Classification: UNCLASSIFIED
Caveats: NONE

Peggy,

The answers to your questions in the order listed:

1. The processing time depends on whether the proposed activity is to be processed as a Standard Permit (SP) which requires it to be placed on a public notice (PN) by the Corps. PN's are typically posted for 20 days during which time public comments are accepted. Agencies can request extensions of time to submit responses. If placed on PN it generally takes 90 to 120 days to process. If the work qualifies for a Letter of Permission (Section 10 projects only) which is a modified SP process that allows non-controversial projects to be processed after coordination with other agencies and the riparian property owners in as little as 30 days but may be longer if issues arise. If the work qualifies to be processed under one of our General Permits (GP) it is generally issued within 30 days.

2. As mentioned above public input for Standard permits is generally 20 days and LOP's 15 days. Comments are only accepted in writing, either by letter or email. Commenter's must also supply their contact info in case we have a need to follow-up with them. Any comments received without contact info (i.e. anonymously) are generally placed in the file but not considered with the same weight as legitimate comments.

3. All denials come with an explanation of the reasons that the proposed action was determined to not be in the public interest. Prior to issuing a denial the Corps would work with the applicant to determine if there is a feasible and prudent alternative that could be issued that would fulfill the applicants project purpose.

Example: We are not allowed to modify the applicant's plans for them but can work with them to allow them to modify their plans prior to issuing a denial of their project. This would be in writing and would identify possible alternatives that had been identified during the public interest review. These alternatives may fulfill the applicants project purpose while having less impact on the public interest factors that we consider in our

Environmental Assessment of the project.

The individual that I suggested that you contact is on vacation for two weeks and will be unavailable during that time, so feel free to contact me if you have additional questions.

Ed Arthur
Regulatory Project Manager
Sault Ste. Marie Field Office
(906) 635-3461



CHARLEVOIX COUNTY SHERIFF'S OFFICE

W.D. (Don) Schneider, Sheriff

Chuck Vondra, Undersheriff

Derek Gaylord, Jail Administrator

Deb Storm, Office Manager

August 11, 2014

City Council
Charlevoix City

RE: New dockage proposal in Round Lake

Dear Council Members,

I have reviewed the plans for the proposed new dockage in Round Lake and I have no objections to the expansion of this area.

Also, I do not have concerns that the expansion will impede the navigability of these waters.

Sincerely,

A handwritten signature in black ink, appearing to be "W.D. Schneider".

W.D. (Don) Schneider
Sheriff

WDS:smk





103 Bridge Park Drive • Charlevoix, MI 49720 • (231) 547-2311
(888) 446-4095 • Fax: (231) 547-5542 • E-mail: info@bibco.com
Executive Offices • Box 148 • Beaver Island, MI 49782

February 27, 2014

Charlevoix City Council
210 State St.
Charlevoix, MI 49720

Dear Charlevoix City Council:

The Beaver Island Boat Company is writing to express our concern with the currently proposed dock expansion project.

In October 2012, the Council agreed to enter into a contract with United Design to study the feasibility of adding an additional dock in the area presently occupied by the MV Keweenaw Star (formerly the USCGC Acacia's dock). Results of this study found the proposed physical layout would interfere with the safe maneuvering of our ferry vessel (MV Emerald Isle) during docking and would also eliminate the present docking location of the MV Keweenaw Star.

The current proposal eliminates the physical impedance of a dock thru our maneuvering area which was a concern during the initial proposal. Any increase to the traffic congestion from recreational boaters, human powered craft, jet skis, and large commercial vessels would potentially introduce more hazardous conditions for maneuvering. If the city intends to increase the marina size by increasing the number and size of docks then there will be more traffic and the safety of the waterways will be affected due to increased congestion.

The burden to maneuver safely in this area has fallen heavily on our company and the increased recreational traffic has resulted in longer bridge openings and docking times.

There has been mention, as part of this new marina proposal, the possible practice of "Mediterranean Mooring" large vessels along the break wall between our vessel and the first dock section. This practice would result in creating the exact same conditions of interfering with our safe maneuvering previously addressed by United Design in the 2012 study. Having a vessel Mediterranean Moor to the seawall also requires the vessel to put out two anchors to hold the bow in place. These anchors would be a hazard to any novice recreational boater unfamiliar with this docking style. The scope of the anchor chain would be leading well ahead of the bow of the moored vessel and would create a hazard to traffic in such a congested highly traveled waterway. Additionally, it is common for this type of moorage to find

anchors fouled with other vessels moored alongside. We recommend Mediterranean Mooring not be considered as an alternate plan.

We appreciate the opportunity to share our concerns with the City and the Council. We will continue to be active participants in this process and hope that we can arrive at a solution that maintains the beauty of Round Lake, the safety of everyone in the harbor, and allows for commerce to continue.

Sincerely,



Margo S. Marks
President



103 Bridge Park Drive • Charlevoix, MI 49720 • (231) 547-2311
(888) 446-4095 • Fax: (231) 547-5542 • E-mail: info@bibco.com
Executive Offices • Box 148 • Beaver Island, MI 49782

22 July 2014

Dear City of Charlevoix Marina Extension Committee:

Thank you for providing us the copy of the new proposal. I am unable to attend today's meeting but wanted to share my thoughts.

I find it amazing that what you are proposing has already been deemed problematic by not only the Beaver Island Boat Company, but by your engineering firm and city staff at a February 13, 2014 meeting. It has been clearly demonstrated the navigable area in which you proposed to build these docks interferes with the approach our vessels have to our established dock area. Again, an additional range analysis was done by a city employee. This analysis was most likely a "day with optimal maneuvering conditions".

Now, you are stating "we are not compromising" when what you are proposing is reducing the length of the docks from 262 feet to 198 feet. In 2013, it was agreed that 190 feet would compromise the safe docking of our vessels. While what you are proposing is still 8 feet longer than the original problem length. If you want to continue to say we are unwilling to compromise, so be it. We will not compromise when it comes to a question of safety for our passengers and vessels.

We hope the city will ultimately find a solution which benefits the city without compromising safety and which does not impede on vessel navigation in Round Lake and the Pine River Channel.

Sincerely,

William J. McDonough
Chairman of the Board

RECEIVED

JUL 22 2014

CITY OF CHARLEVOIX

DATE: JULY 1, 2014
TO: CITY LEADERS OF CHARLEVOIX
FROM: JOHN OATES OF ST. LOUIS, MISSOURI (314)496-9555 ot@askcls.com
RE: VESSEL: O MY PAPA HAILING PORT: JUNEAU, ALASKA
EXPANSION OF THE CITY MARINA DOCKS

THANK YOU FOR HEARING ME OUT. I WOULD LIKE TO DISPEL A MYTH THAT HAS BEEN CIRCULATED WITHIN THE HALLS OF CHARLEVOIX CITY HALL.

SOME BELIEVE THAT THE VISITORS & TOURISTS WHO ARRIVE BY LARGE PRIVATELY-OWNED BOATS "DO NOT MAKE AN OVERSIZE IMPACT ON THE LOCAL ECONOMY."

THIS COULD NOT BE FURTHER FROM THE TRUTH AND IT TROUBLES ME THAT SUCH ASSUMPTIONS ARE SPOKEN WITHOUT ANY PROPER RESEARCH OR QUESTIONING.
(PLEASE, SOMEONE SURVEY THE VISITING BOATERS ! ASK THE MERCHANTS !)

CASE IN POINT:

MY FAMILY OPERATES A LARGE BOAT THAT HAS VISITED CHARLEVOIX FOR AN AVERAGE OF 10 DAYS FOR EACH OF THE PAST SIX YEARS. AND DURING THESE VISITS, WE ENTERTAIN ON-BOARD GUESTS AND THOSE THAT DRIVE TO MEET US. BY THE END OF EACH VISIT, WE FREQUENT NEARLY EVERY BUSINESS IN THE DOWNTOWN DISTRICT ALONG WITH ANOTHER DOZEN THROUGHOUT THE AREA.

THE MEN TEND TO GOLF, FISH, BOAT, GOLF.
THE WOMEN TEND TO SHOP, GOLF, SHOP, LUNCH, SHOP SOME MORE.

LAST YEAR ALONE, WE ENDED UP:

RENTING 2 ROOMS AT POINTS NORTH @ \$300/NT X 10 NIGHTS (\$6,000.00)
RENTING A COTTAGE NEAR THE BELVEDERE NEIGHBORHOOD (\$1,750.00)
BIRTHDAY DINNER FOR 10 AT GREY GABLES (\$1,900.00)
DINNER FOR 6 AT TERRY'S (2 TIMES, \$800.00)

THE LIST KEEPS GOING:

DINNER FOR 8, 5, 4, 3 AND 2 AT THE WEATHERVANE
MANY DINNERS AT WHITNEY'S FOR 4, 6, 8 PEOPLE (karaoke, too)
LUNCH FOR 4 AT ROQUET BURGER (5 TIMES)
BREAKFAST FOR 3 DAILY AT JUDY'S; FOR 2 AT JOHAN'S DAILY; 2 AT SUBWAY

A QUICK SURVEY OF OUR GUESTS LISTED THEIR CREATING COMMERCE ALL OVER CHARLEVOIX: Momentum, Revolution Bikes, Glik's, Ace Hardware, Town House Bar, the taffy place, Scovie's, the movie theater, the art galleries, hell, they even bought rocks and stones.

MY POINT IS SIMPLE --- YOUR MARINA DRAWS CONSUMERS WHO SPEND MONEY. OUR GUESTS (APPROX. 100 DIFFERENT PEOPLE OVER THE YEARS) WOULD NOT BE HERE IF NOT FOR THE BOAT.

IT MAKES SENSE TO COURT THEM. IT MAKES SENSE TO WELCOME BIGGER BOATS. THE PEOPLE ON THESE BOATS ARE "CONSUMERS" -- THEY CRUISE NORTHERN MICHIGAN TO VISIT THE LAND AND TO DINE AT THE "FARM-TO-TABLE" RESTAURANTS -- THEY DO NOT SIT ABOARD AND FIND HAPPINESS SIMPLY LOOKING OUT THEIR WINDOWS -- ON BOARD CHEFS SERVE A PURPOSE IN REMOTE LOCALES WHERE GOOD RESTAURANS ARE LACKING BUT SUCH CHEFS ARE RARELY USED IN NORTHERN MICHIGAN...THE DINING OPTIONS ARE TOO NUMEROUS AND DELICIOUS.

PERSONALLY -- I WOULD SUGGEST THAT SOMEONE LOBBY THE STATE TO RAISE THE DOCKAGE FEES -- THEY ARE FAR TOO INEXPENSIVE FOR WHAT YOUR MARINA OFFERS. PERHAPS HAVE FEES FOR "STATE RESIDENTS" AND HIGHER RATES FOR VISITORS -- A COMMON PRACTICE WORLDWIDE.

Linda Weller

From: Cliff Biddick [cbiddick@irishboatshop.com]
Sent: Thursday, July 24, 2014 3:33 PM
To: Linda Weller
Cc: Michelle Rick-Biddick; Matt Fogg (matt@stjamesmarine.com); Beaver Island Boat Company (mmarks@bibco.com)
Subject: proposed marina expansion

Mr. Rob Straebel, City Manager

I have seen the drawing of the proposed 198' addition to be located to the north of pier A at the City Marina. I expressed our concern at last fall's presentation and would once again reiterate those concerns.

As an operator of towing vessels often pulling barges, ferry boats, and many pleasure boats of various sizes, what is being proposed is not a good idea. The mouth of the channel is often crowded with less than experienced or skilled boat operators. It is compounded by variable direction currents, both incoming and outgoing, in the channel. It is an area subject to sudden and unpredictable wind gusts as well. When these factors are combined with this proposed pier (and overhanging boats) encroaching further to the north and east, I believe it is an accident waiting for a place to happen. These issues combined with the Beaver Island ferry, Emerald Isle, coming very close to the end of the proposed pier

Please don't let the eagerness to collect the dollars for three months of dockage distort the risk to those of us who earn a living going in and out of Charlevoix for closer to 10 months a year..

I appreciate your consideration to these facts and look forward anxiously to the public hearing input as well as the committee decision.

Cliff Biddick, VP
Irish Boat Shop, Inc.
and Master of towing vessels
Meghan B and Heather B

Planning Commission Meeting, Monday, August 11, 2014 at 7 PM at City Hall

Who I am: USCG licensed mariner on my fifth issue (30 years), operating tugs and barges, ferry boats, and pleasure boats from 16 to 75 feet, who has used the channel for 59 years,

Five years ago a plan was presented to the community by several interested parties including Watch. The plan was ultimately accepted following considerable community discussion and input from many interests including professional mariners.

A proposed additional dock was presented last fall and many people, myself included, voiced objections to both to projection into the Round Lake and the encroachment toward the Pine River channel.

A committee was formed with no one from the commercial marine sector asked to participate. That committee is now about to make a recommendation to the city council without input from those who use the channel the most- the licensed captains. I question using the Coast Guards' departed commander for input in this situation. This is an individual who made two dozen transits of the area in Charlevoix per year. You are placing more weight on his opinion than that of the captains who make two dozen transits per week for nine months out of the year.

Most of the committee members have never experienced the channel at all and never as a licensed mariner where they have to determine the motion of their often ungainly vessels in a close quarter's situations with numerous small, unpredictable boats sharing the channel.

The commercial captains have their lives and their livelihood on the line. If there is an accident, it is they who will be held to a higher standard, they who will lose their licenses, they who will be tied up with paperwork even if no one is injured and no vessel is damaged or sunk.

This proposed dock, and any boats moored to it, will be at risk. I believe that most of the licensed commercial captains operating in Charlevoix could put the boats or barges they operate into a button hole with small risk if it is necessary. But add in the restricted area to maneuver, variable and reversing currents in the channel, variable buffeting winds from different directions, solid fog, and the unpredictable actions of small boat operators and you have a recipe for disaster. When the boat you are about to pass going in the opposite direction at the channel mouth, suddenly crosses your bow- you must stop or turn. Two hundred tons of steel does not stop or turn quickly and room is often required.

I think your committee has an obligation to the community to listen and heed the recommendation of the most frequent users of the channel for almost 300 days a year and weigh their input significantly heavier than that of the proponents and prospective users of the proposed dock for only 6 weeks per year.

Cliff Biddick
Master Steam Motor and Sail 100 gross tons
Master of Towing Vessels

Marina & DDA Projections & Debt Obligations Summary
2014 FY - 2027 FY

	2013-14 Actual	2014-15 Budget	2015-16 Projected	2016-17 Projected	2017-18 Projected	2018-19 Projected	2019-20 Projected	2020-21 Projected	2021-22 Projected	2022-23 Projected	2023-24 Projected	2024-25 Projected	2025-26 Projected	2026-27 Projected
Debt Obligations														
Marina / East Park Bond Issue	410,420	435,285	441,395	451,195	460,195	469,395	480,795	487,195	502,795	512,195	524,973	531,505	542,000	521,000
Marina - Electric Advance	7,000	6,883	31,830	31,890	56,430	55,930	55,430	104,830	103,930	102,930	101,930	83,930	-	-
Total Debt Obligations	\$ 417,420	\$ 443,278	\$ 473,325	\$ 482,875	\$ 516,625	\$ 524,325	\$ 536,225	\$ 592,125	\$ 606,725	\$ 615,125	\$ 626,903	\$ 625,435	\$ 642,000	\$ 621,000
Debt Payments														
Marina	117,420	118,278	131,830	131,680	156,430	155,930	175,430	234,830	233,930	232,930	241,930	233,930	150,000	150,000
DDA	300,000	325,000	341,395	351,195	380,195	368,395	380,795	357,195	372,795	382,195	384,973	391,505	392,000	371,000
Total Debt Payments	\$ 417,420	\$ 443,278	\$ 473,325	\$ 482,875	\$ 516,625	\$ 524,325	\$ 536,225	\$ 592,125	\$ 606,725	\$ 615,125	\$ 626,903	\$ 625,436	\$ 642,000	\$ 621,000

Ending Cash Balance w/o Expansion	204,914	221,536	224,807	227,445	204,237	180,077	134,714	27,773	(80,488)	(190,187)	(311,709)	(428,393)	(464,716)	(505,053)
Marina	867,483	682,983	649,160	606,553	550,883	487,829	433,130	392,860	317,936	244,363	174,970	98,799	24,848	(27,622)
DDA	\$ 872,397	\$ 904,519	\$ 873,667	\$ 833,997	\$ 756,119	\$ 687,906	\$ 567,844	\$ 410,663	\$ 237,452	\$ 54,166	\$ (138,740)	\$ (328,594)	\$ (439,870)	\$ (532,676)

Marina Expansion Project														
Revenue (7 slips)	-	-	406,000	-	-	-	-	81,200	81,200	81,200	81,200	82,012	82,832	83,680
Expenses	-	-	400,000	16,240	16,240	16,240	16,240	16,240	16,240	16,240	19,240	16,402	16,566	16,732
Operating Cashflow	\$ -	\$ -	\$ 6,000	\$ (16,240)	\$ (16,240)	\$ (16,240)	\$ (16,240)	\$ 64,960	\$ 64,960	\$ 64,960	\$ 64,960	\$ 66,610	\$ 66,266	\$ 66,928

Ending Cash Balance w/ Expansion	204,914	221,536	230,807	217,205	177,757	137,357	75,754	33,773	(9,523)	(54,277)	(110,828)	(161,903)	(131,963)	(105,370)
Marina	667,483	682,983	648,160	606,553	550,883	487,829	433,130	392,860	317,936	244,363	174,970	98,799	24,848	(27,622)
DDA	\$ 872,397	\$ 904,519	\$ 879,967	\$ 823,767	\$ 726,639	\$ 626,196	\$ 509,864	\$ 416,563	\$ 308,412	\$ 190,066	\$ 64,140	\$ (62,104)	\$ (107,116)	\$ (132,992)

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

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

DATE: August 18, 2014

PRESENTED BY: Scott Woody

- ATTACHMENTS:**
1. Resolution 2014-08-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 third phase of the ramp rehabilitation and expansion project. The first phase was approved by Council on June 17th 2013 and the second on September 3rd 2013; both are complete. The final phase is scheduled for spring of 2015. 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. The local match would be included in the 2014-15 budget cycle.

RECOMMENDATION: Adopt resolution 2014-08-XX and authorize Mayor Norman L. Carlson Jr. to execute the FAA Grant Agreement, Terms and Conditions and MDOT Sponsor contract upon receipt.

Motion by _____, seconded by _____, to approve Resolution 2014-08-XX, as follows:

RESOLUTION NO. 2014-08-XX

**EXECUTION OF FAA AIRPORT GRANT APPLICATION AND GRANT AGREEMENT
(Federal Project #3-26-0017-018-2014)**

WHEREAS, the City is applying for a grant from the Federal Aviation Administration (FAA). The grant will fund, Rehabilitate Apron (Terminal Apron – Construction Phase III); and

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

WHEREAS, the grant agreement will be in the amount of \$1,553,400 from the FAA and \$86,300.00 from MDOT, which is 95% of the total project costs; and

WHEREAS, the City of Charlevoix's local share of the grant will be \$86,300.00.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF CHARLEVOIX CITY COUNCIL, hereby authorizes Mayor Norman L. Carlson, Jr. to execute the FAA and MDOT grant application and grant agreement after the review by Staff and the City Attorney.

RESOLVED, this 18th day of August, A.D. 2014.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

Absent:



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>July 22, 2014</u>
Airport/Planning Area	<u>Charlevoix Municipal Airport</u>
AIP Grant Number	<u>3-26-0017-018-2014</u>
DUNS Number	<u>05-627-5076</u>
TO:	<u>City of Charlevoix, Michigan</u> (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 11, 2014, for a grant of Federal funds for a project at or associated with the Charlevoix Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Charlevoix Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Apron (Terminal Apron, approximately 149,670 SF, Phase 2 - Final); Expand Apron (Terminal Apron, approximately 137,700 SF)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,553,400.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
\$1,553,400 for airport development or noise program implementation
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 22, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
- By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for land project.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

20. Exhibit A Property Map Incorporated by Reference. The Exhibit “A” Property Map, included in the Airport Layout Plan drawing set approved on 5/28/2013, is incorporated herein by reference.

SPECIAL CONDITIONS

AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

1. follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - 1) location of all runways, taxiways, and aprons;
 - 2) dimensions;
 - 3) type of pavement, and;
 - 4) year of construction or most recent major rehabilitation.
 - b. Inspection Schedule.
 - 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
- inspection date;
 - location;
 - distress types; and
 - maintenance scheduled or performed.

Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000: The Sponsor agrees to:

- Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 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.
 - 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.
 - Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - Qualifications of engineering supervision and construction inspection personnel.
 - 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.
 - Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
- Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

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 test results are inaccurate.

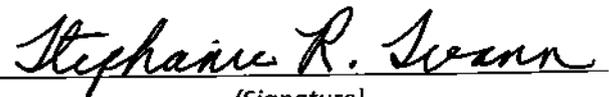
PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The

Sponsor understands that:

- 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Stephanie R. Swann

(Typed Name)

Manager, Detroit Airports District Office

(Title)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Charlevoix, Michigan

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: Norman L. Carlson Jr.

(Typed Name of Sponsor's Designated Official Representative)

Title: Mayor

(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Scott Howard, 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 the State of Michigan. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and 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 the Act. 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.

Dated at _____ this _____ day of _____.

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Application for Federal Assistance SF-424		
* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	- Select One -
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	
* 3. Date Received:	4. Application Identifier: CVX	
5a. Federal Entity Identifier: 3-26-0017- 1814	* 5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State: 07/11/2014	7. State Application Identifier: 28801	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Charlevoix		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 38-6004543	* c. Organizational DUNS: 05 627 5076	
d. Address:		
* Street1: 210 State Street Street 2:		
* City: Charlevoix County: Charlevoix * State: Michigan Province: Country: U.S.A. *Zip/ Postal Code: 49720		
e. Organizational Unit:		
Department Name: Charlevoix Municipal Airport	Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	First Name: Scott	
Middle Name:		
* Last Name: Woody		
Suffix:		
Title: Airport Manager		
Organizational Affiliation:		
* Telephone Number: (231) 547-3605	Fax Number: (231) 547-8494	
* Email: charlevoixairport@charterinternet.com		

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

D.O.T. - F.A.A.

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

County of Charlevoix, City of Charlevoix

* 15. Descriptive Title of Applicant's Project:

Rehabilitate Apron (Terminal Apron, approximately 149,670 SF, Phase 2 - Final); Expand Apron (Terminal Apron, approximately 137,700 SF)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 1	*b. Program/Project: 1
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 04/01/2014	*b. End Date: 09/30/2016
18. Estimated Funding (\$):	
*a. Federal	1,553,400.00
*b. Applicant	86,300.00
*c. State	86,300.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	1,726,000.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: David
Middle Name: L.	
*Last Name: Baker	
Suffix: P.E.	
*Title: Manager, AIP Programs	
*Telephone Number: (517) 335-9672	Fax Number: (517) 886-0366
* Email: bakerd1@michigan.gov	
*Signature of Authorized Representative: 	*Date Signed: 07/11/2014

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**Charlevoix Municipal Airport
Charlevoix, MI
Project No. 3-26-0017-1814
Contract Nos. FM 15-01- C48**

PROJECT STATEMENT

7/8/2014

Funding Sources	Federal	State	Local	Total
Fed. Grant Needed	\$1,553,400			\$1,553,400
State Grant Needed		\$86,300		\$86,300
Sponsor Match Needed			\$86,300	\$86,300
		Total =		\$1,726,000

Cost Distribution

<u>ENVIRONMENTAL</u>		Federal	State	Local	Total
AIP @ 90%		\$0	\$0	\$0	\$0
				Equipment Subtotal=	\$0

CONSTRUCTION

Term Apron Rehab & Expand Ph2 (C48)	AIP @ 90%	\$1,394,159	\$77,453	\$77,454	\$1,549,066
Aero work related to Apron Rehab (C48)	AIP @ 90%	\$4,500	\$250	\$250	\$5,000
				Construct. Subtotal=	\$1,554,066

ENGINEERING

Design Engineering

AERO - Design	AIP @ 90%	\$0	\$0	\$0	\$0
CONSULTANT - Design	AIP @ 90%	\$0	\$0	\$0	\$0
				Design. Subtotal =	\$0

Construction Engineering

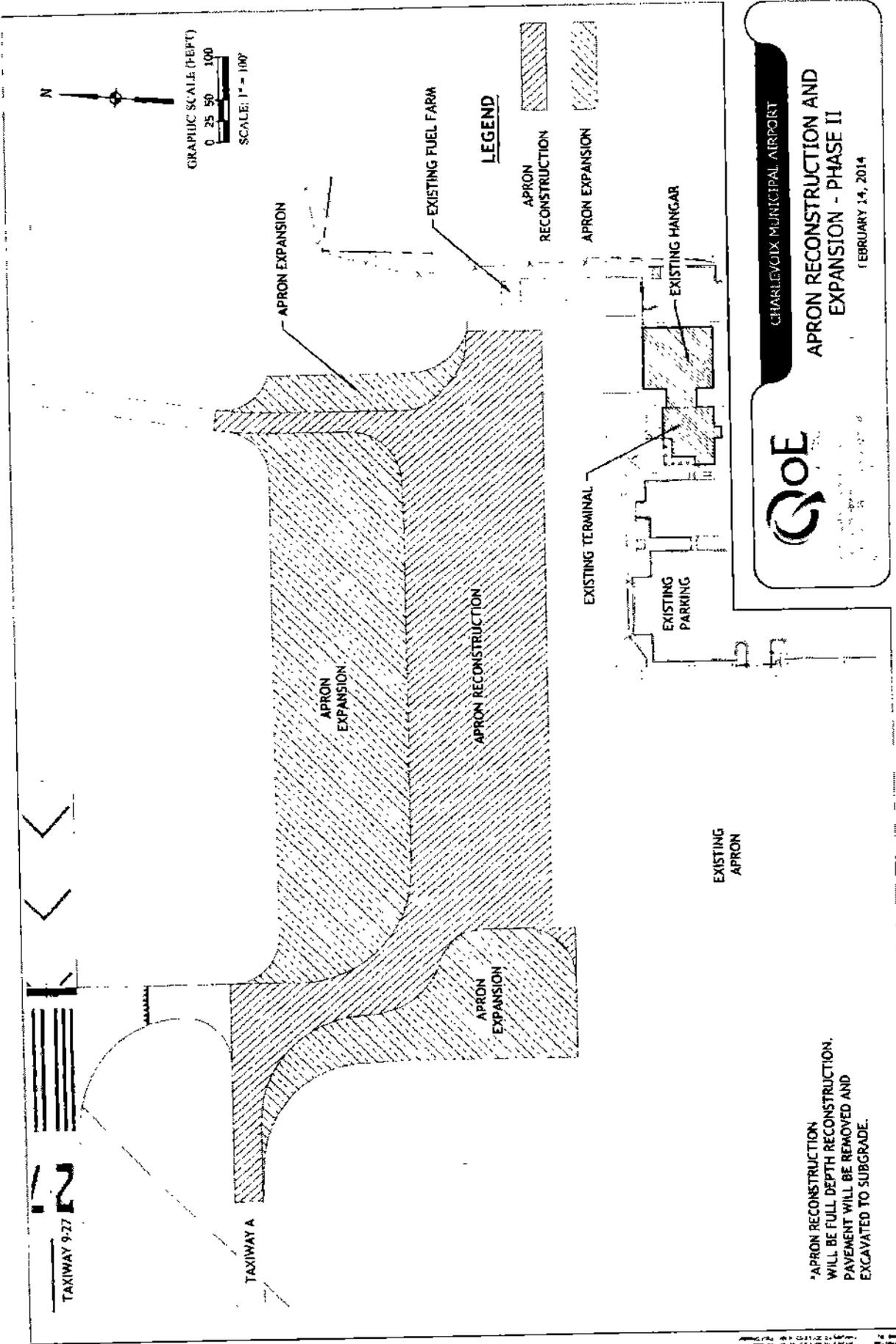
Term Apron Rehab & Expand Ph2 (C48)					
AERO - Construction	AIP @ 90%	\$4,500	\$250	\$250	\$5,000
CONSULTANT - Construction	AIP @ 90%	\$135,900	\$7,550	\$7,550	\$151,000
				Const Engr Subtotal =	\$156,000
				Engineering Total =	\$156,000

ADMINISTRATION

MDOT - Admin	AIP @ 90%	\$9,000	\$500	\$500	\$10,000
Advertising & Printing	AIP @ 90%	\$5,341	\$297	\$296	\$5,934
				Admin. Total =	\$15,934

Contingencies		\$0	\$0	\$0	\$0
Total Project Cost		\$1,553,400	\$86,300	\$86,300	\$1,726,000

MAC Approval: Sept. 2014



*APRON RECONSTRUCTION WILL BE FULL DEPTH RECONSTRUCTION. PAYEMENT WILL BE REMOVED AND EXCAVATED TO SUBGRADE.



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this 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.¹²
- 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. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

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. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 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
- j. 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
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 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.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

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

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

11. Pavement Preventive Maintenance.

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 this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, 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 this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 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 this grant agreement.

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying 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, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 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 this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, 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 nonaviation 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 promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

“The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under 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 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 advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (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 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 which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 3/20/2014

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 Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	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 Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	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 L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective 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 Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
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 Flashing Light 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 Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines 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 in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-8B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 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
150/5300-15A	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	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

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

City of Charlevoix, Michigan

Charlevoix Municipal

3-26-0017-018-2014

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Rehabilitate Apron (Terminal Apron, approximately 149,670 SF, Phase 2 - Final); Expand Apron (Terminal Apron, approximately 137,700 SF)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Charlevoix, Michigan

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Norman L. Carlson Jr.

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

City of Charlevoix, Michigan
(Sponsor)

Charlevoix Municipal
(Airport)

3-26-0017-018-2014
(Project Number)

Description of Work:

Rehabilitate Apron (Terminal Apron, approximately 149,670 SF, Phase 2 - Final); Expand Apron (Terminal Apron, approximately 137,700 SF)

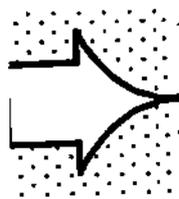
Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Abide by the terms of the statement; and			

- | | Yes | No | N/A |
|---|-------------------------------------|--------------------------|--------------------------|
| b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. | | | |
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted: | | | |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require 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. | | | |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.



City of Charlevoix, Michigan

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Norman L. Carlson Jr.

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

**AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

EQUIPMENT/CONSTRUCTION CONTRACTS

City of Charlevoix, Michigan

Charlevoix Municipal

3-26-0017-018-2014

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Rehabilitate Apron (Terminal Apron, approximately 149,670 SF, Phase 2 - Final); Expand Apron (Terminal Apron, approximately 137,700 SF)

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			

	Yes	No	N/A
5. Concurrence was (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 responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. 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), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Yes **No** **N/A**

11. Appropriate checks have been (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 U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------

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

City of Charlevoix, Michigan

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Norman L. Carlson Jr.

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS**

City of Charlevoix, Michigan
(Sponsor)

Charlevoix Municipal
(Airport)

3-26-0017-018-2014
(Project Number)

Description of Work:

Rehabilitate Apron (Terminal Apron, approximately 149,670 SF, Phase 2 - Final); Expand Apron (Terminal Apron, approximately 137,700 SF)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

City of Charlevoix, Michigan

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

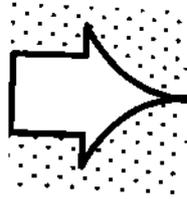
Norman L. Carlson, Jr.

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

**AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Charlevoix, Michigan
(Sponsor)

Charlevoix Municipal
(Airport)

3-26-0017-018-2014
(Project Number)

Description of Work:

Rehabilitate Apron (Terminal Apron, approximately 149,670 SF, Phase 2 - Final); Expand Apron (Terminal Apron, approximately 137,700 SF)

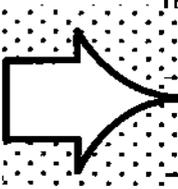
Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 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.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



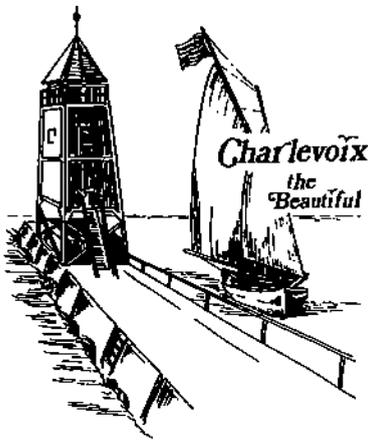
City of Charlevoix, Michigan
 (Name of Sponsor)

Norman L. Carlson, Jr.
 (Signature of Sponsor's Designated Official Representative)

Norman L. Carlson, Jr.
 (Typed Name of Sponsor's Designated Official Representative)

Mayor
 (Typed Title of Sponsor's Designated Official Representative)

 (Date)



CITY OF CHARLEVOIX
210 State Street
Charlevoix MI 49720

Excerpt from City of Charlevoix Employee Handbook
Version 1112 dated October 31st 2012

2.7 SUBSTANCE ABUSE

Employees are the City's most valuable resource and employee health and safety are paramount. Hence, the City of Charlevoix is committed to maintaining a workplace free from drugs and alcohol. Moreover, the public has a right to expect that City personnel are physically and mentally prepared to perform their duties at all times. All employees must understand their responsibility to preserve the public's trust and confidence. Therefore, consent to and compliance with this policy is a condition of employment.

Employees are prohibited from the use, possession, storage, manufacture, distribution or sale of illegal drugs (including marijuana and inhalants), illegal drug paraphernalia and/or alcohol while on duty or when performing or in a state of readiness, such as lunch or rest breaks and whether on or off City premises. Employees shall not report to or be at work after consuming alcohol and/or after taking illegal drugs. In addition, employees shall not intentionally misuse any prescription or over-the-counter medication. Misuse includes using another individual's prescription medication or providing a prescription medication to an individual other than the one for whom the prescription was written. Employees must notify their department heads of the anticipated use of any medication that can affect the employee's physical or mental ability to perform required work.

Employees shall be subjected to drug and alcohol testing if a reasonable suspicion is presented, if they are involved in a work-related accident, and/or if they are charged with a drug-related criminal offense. Employees normally shall be sent for testing only while reporting to, at work, or on the employer's premises. Reasons for testing shall be documented in writing and provided to the employee.

Employees must notify their department head within five (5) days of any criminal drug statute convictions. Future conviction, guilty plea, or plea of nolo contendere (no contest) for a drug-related criminal offense; a refusal by the employee to consent and to cooperate regarding drug and alcohol testing, including without limitation, tampering or substitution of a specimen; testing positive for an illegal drug or alcohol; and any other violation of this policy will result in disciplinary action up to and including immediate termination from employment.

Consistent with the Drug Free Workplace Act, the City of Charlevoix requires all employees to abide by the conditions set forth here.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

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

DATE: August 18, 2014

PRESENTED BY: Scott Woody

ATTACHMENTS:

1. Bids for Phase III Apron rehabilitation and expansion
2. Apron Project Contract FM 15-01-C48

BACKGROUND INFORMATION: This project is the third and final phase of the ramp rehabilitation and expansion project. The first and second phases were approved by council on June 17th & September 3rd of 2013 and both are complete. This final phase is scheduled to start in the spring of 2015. 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.

RECOMMENDATION: A Motion can be made as follows: "City Council approves contract documents and awards bid to Elmer's Crane and Dozer in the amount of \$ 1,549,066.00 for the third phase of apron rehabilitation project."

MICHIGAN DEPARTMENT OF TRANSPORTATION

DATE : 04/07/14
PAGE : 021 -1

TABULATION OF BIDS

CALL ORDER : 021
LETTING DATE : 04/04/14 10:30 A.M.
CONTRACT ID : 15148-121767
REGION : NORTH
CONTRACT TIME : 70 Calendar Days
COUNTIES : Charlevoix County
PROJECT(S) : 3-26-0017-1814
CONTRACT DESCRIPTION :
Apron expansion at the Charlevoix Municipal Airport, city of Charlevoix, Charlevoix County.

VENDOR RANKING :

RANK	VENDOR NO./NAME	ENGINEER'S ESTIMATE	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	% OF LOW BID	% OF EST
0	-EST-	ENGINEER'S ESTIMATE						
1	01953	Elmer's Crane and Dozer, Inc.	1.00000	20000.00	1.29000	20000.00	135.0969%	100.0000%
2	00987	Payne & Dolan Inc.	1.00000	20000.00	1.39000	20000.00	100.0000%	74.0209%
3	00253	Rieth-Riley Construction Co., Inc.	1.00000	20000.00	1.39000	20000.00	104.0728%	77.0357%
		(0) -EST-						
		(1) 01953						
		(2) 00987						
		ENGINEER'S ESTIMATE						
LINE NO / ITEM CODE / ALT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AMOUNT
SECTION 0001 Federal, State, Local								
0010 1000400	LUMP	100000.00000	100000.00	80000.00000	80000.00	136000.00000	136000.00	136000.00
Mobilization and General Conditions								
0020 1000410	LUMP	75000.00000	75000.00	72000.00000	72000.00	40000.00000	40000.00	40000.00
Safety and Security								
0030 1000535	20000.000 Dir Permits	1.00000	20000.00	1.00000	20000.00	1.00000	20000.00	20000.00
0040 1080582	10000.000 Lft Underground Cable, 1/C, #8, 600V, L824, Type C, Installed	3.00000	30000.00	1.29000	12900.00	1.29000	12900.00	12900.00
0050 1080595	10200.000 Lft Underground Cable, 1/C, #8, 5KV, L824, Type C, Installed	3.00000	30600.00	1.39000	14178.00	1.39000	14178.00	14178.00
0060 1087001	2000.000 Lft Misc. Bare Counterpoise Wire, #6 Solid, Installed	3.00000	6000.00	2.12000	4240.00	2.12000	4240.00	4240.00
0070 1087001	1500.000 Lft Misc. Underground Cable, 2/c, #8, 5KV, L824, Type C, Cable in Conduit, Installed	3.00000	4500.00	5.04000	7560.00	5.04000	7560.00	7560.00
0080 1087001	300.000 Lft Misc. Underground Cable, 2/c, #8, 600V, L824, Type C, Cable in Conduit, Installed	3.00000	900.00	5.04000	1512.00	5.04000	1512.00	1512.00
0090 1087001	1520.000 Lft Misc. Ungrnd Comm. Cbl, REA SPEC, PE-39, 12 Pair awg Solid Type BJFG, 22 Gauge, Inst	5.00000	7600.00	2.20000	3344.00	2.20000	3344.00	3344.00

TABULATION OF BIDS

CALL ORDER : 021
 LETTING DATE : 04/04/14 10:30 A.M.

CONTRACT ID : 15148-121767
 REGION : NORTH

COUNTIES : Charlevoix County

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(0) -EST- ENGINEER'S ESTIMATE	UNIT PRICE	AMOUNT	(1) 01953 Elmer's Crane and Dozer, Inc	UNIT PRICE	AMOUNT	(2) 00987 Payne & Dolan Inc.	UNIT PRICE	AMOUNT
0100 1087051	LUMP		30000.00000	30000.00		5994.00000	5994.00		5994.00000	5994.00
Misc. Temporary Jumpers										
0110 1090540	6.000 Ea		5000.00000	30000.00		4612.00000	27672.00		4612.00000	27672.00
Electrical Manhole, With Cover, as Specified										
0120 1097050	6.000 Ea		2000.00000	12000.00		889.00000	5334.00		889.00000	5334.00
Misc. Remove Electrical Manhole										
0130 1100626	220.000 Lft		40.00000	8800.00		17.38000	3823.60		17.38000	3823.60
Underground Electrical Duct, 2 Bank 3", Direct Burial										
0140 1100627	70.000 Lft		40.00000	2800.00		27.40000	1918.00		27.40000	1918.00
Underground Electrical Duct, 3 Bank 3", Direct Burial										
150 1107001	120.000 Lft		60.00000	7200.00		38.58000	4629.60		38.58000	4629.60
Misc. Temporary Underground Electrical Duct, 2 Bank 3" Direct Burial										
160 1107001	600.000 Lft		180.00000	108000.00		62.10000	37260.00		62.10000	37260.00
Misc. Underground Electrical Duct, 10 Bank 3", Concrete Encased										
170 1107001	220.000 Lft		150.00000	33000.00		46.45000	10219.00		46.45000	10219.00
Misc. Underground Electrical Duct, 6 Bank 3", Concrete Encased										
180 1250643	18.000 Ea		250.00000	4500.00		161.00000	2898.00		161.00000	2898.00
Remove Existing Medium Intensity Base Mounted Light										
0190 1250798	3.000 Ea		4000.00000	12000.00		5404.00000	16212.00		5404.00000	16212.00
Relocate Guidance Sign										
0200 1250800	29.000 Ea		200.00000	5800.00		75.37000	2185.73		75.37000	2185.73
Taxiway Reflector, L853, 30" High										
0210 1257050	8.000 Ea		1000.00000	8000.00		1024.00000	8192.00		8.00000	64.00
Misc. Med. Intensity LED Taxiway Edge Light, L-861T 30" High, 6.6A, Base Mount, Compl										
0220 1520410	10500.000 Cyd		10.00000	105000.00		8.00000	84000.00		7.00000	73500.00
Unclassified Excavation										
0230 1520470	18870.000 Syd		5.00000	94350.00		2.00000	37740.00		1.00000	18870.00
Removal and Disposal Of Bituminous Pavement										
0240 1520472	20.000 Syd		10.00000	200.00		7.00000	140.00		17.50000	350.00
Removal and Disposal of Concrete Pavement										

TABULATION OF BIDS

CALL ORDER : 021
 LETTING DATE : 04/04/14 10:30 A.M.

CONTRACT ID : 15148-121767
 REGION : NORTH

COUNTIES : Charlevoix County

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(0) -EST- ENGINEER'S ESTIMATE		(1) 01953 Elmer's Crane and Dozer, Inc		(2) 00987 Payne & Dolan Inc.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0260 1527051 LUMP		30000.00000	30000.00	12000.00000	12000.00	16850.00000	16850.00
Misc. Haul Road							
0270 2080540 Aggregate Base Course, Series 22AX, Compacted in Place	3900.000 Cyd	35.00000	136500.00	26.00000	101400.00	32.98000	128622.00
0280 2080620 Erosion Control, Inlet Filter	10.000 Ea	300.00000	3000.00	75.00000	750.00	98.00000	980.00
0290 2080625 Erosion Control, Silt Fence	300.000 Lft	5.00000	1500.00	2.00000	600.00	3.50000	1050.00
0300 4000515 Sawing Bituminous Pavement, Specified Dimensions	1200.000 Lft	1.00000	1200.00	0.50000	600.00	1.10000	1320.00
0310 4110631 Bituminous Aggregate Surface Course, 20AAX Composition	6500.000 Ton	70.00000	455000.00	70.71000	459615.00	73.45000	477425.00
0320 5010512 Portland Cement Concrete Pavement, 8" Non-Reinforced	11250.000 Syd	45.00000	506250.00	37.90000	426375.00	39.00000	438750.00
0330 6100530 Concrete Sidewalk, 4"	80.000 Sft	200.00000	16000.00	15.00000	1200.00	10.00000	800.00
0340 6200519 Airport Pavement Marking, 1/2 Rate, Solid, Yellow	7500.000 Sft	1.00000	7500.00	0.15000	1125.00	0.15000	1125.00
0350 6200535 Airport Pavement Marking, Solid, Yellow With Reflective Beads	7500.000 Sft	1.00000	7500.00	0.20000	1500.00	0.20000	1500.00
0360 6200541 Obliterate Airport Pavement Marking	200.000 Sft	3.00000	600.00	2.00000	400.00	2.00000	400.00
0370 7017001 Misc. HDPE Pipe, 12"	60.000 Lft	20.00000	1200.00	20.00000	1200.00	25.28000	1516.80
0380 7017050 Misc. HDPE End Section 12" Pipe	2.000 Ea	600.00000	1200.00	250.00000	500.00	300.00000	600.00
0390 7050511 Pipe Underdrain 6", Type as Specified	900.000 Lft	10.00000	9000.00	2.50000	2250.00	7.15000	6435.00
0400 7050512 Pipe Underdrain 8", Type as Specified	2000.000 Lft	10.00000	20000.00	11.50000	23000.00	8.35000	16700.00
0410 7050525 Underdrain Cleanout, As Specified	8.000 Ea	200.00000	1600.00	250.00000	2000.00	365.00000	2920.00
0420 7510512 Leaching Basin 5' Diameter, Type 3, Through 8' Depth	8.000 Ea	4000.00000	32000.00	3000.00000	24000.00	2700.00000	21600.00



TABULATION OF BIDS

CALL ORDER : 021
 LETTING DATE : 04/04/14 10:30 A.M.

CONTRACT ID : 15148-121767
 REGION : NORTH

COUNTIES : Charlevoix County

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(0) -EST- ENGINEER'S ESTIMATE		(1) 01953 Elmer's Crane and Dozer, Inc		(2) 00987 Payne & Dolan Inc.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0430 7510562 Remove Drainage Structure	4.000 Ea	2000.00000	8000.00	250.00000	1000.00	480.00000	1920.00
0440 7510583 Drainage Structure Cover, Type D, in Place	8.000 Ea	1500.00000	12000.00	700.00000	5600.00	895.00000	7160.00
0450 7517050 Misc. Adjust Monitoring Well	3.000 Ea	300.00000	900.00	150.00000	450.00	225.00000	675.00
0460 8007050 Misc. Remove Tie Down Anchor	27.000 Ea	20.00000	540.00	25.00000	675.00	110.00000	2970.00
0470 9010517 Turfinng With Mixture and Rate, As Specified	7.000 Acre	5000.00000	35000.00	725.00000	5075.00	850.00000	5950.00
0480 9087011 Misc. Mulch Blanket, as specified	2500.000 Syd	10.00000	25000.00	1.10000	2750.00	1.00000	2500.00
0490 9087012 Misc. Mulch, as specified	7.000 Acre	5000.00000	35000.00	725.00000	5075.00	2250.00000	15750.00
1015 1090515 Electrical Vault Modifications, As Specified	LUMP	10000.00000	10000.00	5974.00000	5974.00	5974.00000	5974.00
SECTION TOTALS		\$	2,092,740.00	\$	1,549,065.93	\$	1,612,156.73
CONTRACT TOTALS		\$	2,092,740.00	\$	1,549,065.93	\$	1,612,156.73

TABULATION OF BIDS

CALL ORDER : 021
 LETTING DATE : 04/04/14 10:30 A.M.

CONTRACT ID : 15148-121767
 REGION : NORTH

COUNTIES : Charlevoix County

LINE NO / ITEM CODE / ALT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 Federal, State, Local							
0010 1000400 LUMP		219100.00000	219100.00				
Mobilization and General Conditions							
0020 1000410 LUMP		25000.00000	25000.00				
Safety and Security							
0030 1000535 Permits	20000.000	1.00000	20000.00				
0040 1080582 Underground Cable, 1/C, #8, 600V, L824, Type C, Installed	10000.000	1.29000	12900.00				
50 1080595 Underground Cable, 1/C, #8, 5KV, L824, Type C, Installed	10200.000	1.39000	14178.00				
Misc. Bare Counterpoise Wire, #6 Solid, Installed	2000.000	2.12000	4240.00				
70 1087001 Misc. Underground Cable, 2/c, #8, 5KV, L824, Type C, Cable in Conduit, Installed	1500.000	5.04000	7560.00				
80 1087001 Misc. Underground Cable, 2/c, #8, 600V, L824, Type C, Cable in Conduit, Installed	300.000	5.04000	1512.00				
0090 1087001 Misc. Ungrd Comm. Cbl, REA SPEC. PE-39, 12 Pair awg Solid Type BJFG, 22 Gauge, Inst	1520.000	2.20000	3344.00				
0100 1087051 LUMP		5994.00000	5994.00				
Misc. Temporary Jumpers							
0110 1090540 Electrical Manhole, With Cover, as Specified	6.000	4612.00000	27672.00				
0120 1097050 Misc. Remove Electrical Manhole	6.000	889.00000	5334.00				
0130 1100625 Underground Electrical Duct, 2 Bank 3", Direct Burial	220.000	17.38000	3823.60				
0140 1100627 Underground Electrical Duct, 3 Bank 3", Direct Burial	70.000	27.40000	1918.00				

TABULATION OF BIDS

CALL ORDER : 021
 LETTING DATE : 04/04/14 10:30 A.M.

CONTRACT ID : 15148-121767
 REGION : NORTH

COUNTIES : Charlevoix County

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0150 1107001 Misc. Temporary Underground Electrical Duct, 2 Bank 3" Direct Burial	120.000 Lft	38.58000	4629.60		
0160 1107001 Misc. Underground Electrical Duct, 10 Bank 3", Concrete Encased	600.000 Lft	62.10000	37260.00		
0170 1107001 Misc. Underground Electrical Duct, 6 Bank 3", Concrete Encased	220.000 Lft	46.45000	10219.00		
0180 1250643 Remove Existing Medium Intensity Base Mounted Light	18.000 Ea	161.00000	2898.00		
0190 1250798 Relocate Guidance Sign	3.000 Ea	5404.00000	16212.00		
:00 1250800 Taxiway Reflector, L853, 30" High	29.000 Ea	75.37000	2185.73		
:10 1257050 Misc. Med. Intensity LED Taxiway Edge Light, L-861T 30" High, 6.6A, Base Mount, Compl	8.000 Ea	1024.00000	8192.00		
:20 1520410 Unclassified Excavation	10500.000 Cyd	5.80000	60900.00		
:30 1520470 Removal and Disposal Of Bituminous Pavement	18870.000 Syd	1.50000	28305.00		
240 1520472 Removal and Disposal of Concrete Pavement	20.000 Syd	10.00000	200.00		
0260 1527051 Misc. Haul Road	LUMP	3000.00000	3000.00		
0270 2080540 Aggregate Base Course, Series 22AX, Compacted in Place	3900.000 Cyd	35.00000	136500.00		
0280 2080620 Erosion Control, Inlet Filter	10.000 Ea	25.00000	250.00		
0290 2080625 Erosion Control, Silt Fence	300.000 Lft	1.50000	450.00		
0300 4000515 Sawing Bituminous Pavement, Specified Dimensions	1200.000 Lft	1.00000	1200.00		
0310 4110631 Bituminous Aggregate Surface Course, 20AAX Composition	6500.000 Ton	67.50000	438750.00		

TABULATION OF BIDS

CALL ORDER : 021
 LETTING DATE : 04/04/14 10:30 A.M.

CONTRACT ID : 15148-121767
 REGION : NORTH

COUNTIES : Charlevoix County

LINE NO / ITEM CODE / ALT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0320 5010512	11250.000 Syd	38.82000	436725.00				
Portland Cement Concrete Pavement, 8" Non-Reinforced							
0330 6100530	80.000 Sft	11.50000	920.00				
Concrete Sidewalk, 4"							
0340 6200519	7500.000 Sft	0.15000	1125.00				
Airport Pavement Marking, 1/2 Rate, Solid, Yellow							
0350 6200535	7500.000 Sft	0.20000	1500.00				
Airport Pavement Marking, Solid, Yellow With Reflective Beads							
0360 6200541	200.000 Sft	2.00000	400.00				
Obliterate Airport Pavement Marking							
0370 7017001	60.000 Lft	22.00000	1320.00				
Misc. HDPE Pipe, 12"							
80 7017050	2.000 Ea	225.00000	450.00				
Misc. HDPE End Section 12" Pipe							
90 7050511	900.000 Lft	8.05000	7245.00				
Pipe Underdrain 6", Type as Specified							
00 7050512	2000.000 Lft	10.55000	21100.00				
Pipe Underdrain 8", Type as Specified							
10 7050525	8.000 Ea	275.00000	2200.00				
Underdrain Cleanout, As Specified							
20 7510512	8.000 Ea	2900.00000	23200.00				
Leaching Basin 5' Diameter, Type 3, Through 8' Depth							
30 7510562	4.000 Ea	900.00000	3600.00				
Remove Drainage Structure							
0440 7510583	8.000 Ea	720.00000	5760.00				
Drainage Structure Cover, Type D, in Place							
0450 7517050	3.000 Ea	365.00000	1095.00				
Misc. Adjust Monitoring Well							
0460 8007050	27.000 Ea	200.00000	5400.00				
Misc. Remove Tie Down Anchor							
0470 9010517	7.000 Acre	725.00000	5075.00				
Turfing With Mixture and Rate, As Specified							
0480 9087011	2500.000 Syd	1.10000	2750.00				
Misc. Mulch Blanket, as specified							
0490 9087012	7.000 Acre	725.00000	5075.00				
Misc. Mulch, as specified							

TABULATION OF BIDS

CALL ORDER : 021 CONTRACT ID : 15148-121767 COUNTIES : Charlevoix County
 LETTING DATE : 04/04/14 10:30 A.M. REGION : NORTH

LINE NO / ITEM CODE / ALT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1015 1090515	LUMP	5974.00000	5974.00				
Electrical Vault Modifications, As Specified							
SECTION TOTALS		\$	1,634,640.93	\$		\$	
CONTRACT TOTALS		\$	1,634,640.93	\$	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 15148-121767A	Item No.:
15148-121767	Federal Project No.: 3-26-0017-1814	1404 021
	Federal Item No.:	

Apron expansion 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 Elmer's Crane and Dozer, Inc., a Michigan Corporation, PO Box 6150, of Traverse City, MI 49684-6150, 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 seventy (70) 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: _____

Item: 1404 021

Elmer's Crane and Dozer, Inc.

Contractor Corporation

By:  _____

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 # 1404 021

15148-121767
(State Contract ID)

Charlevoix Municipal Airport
(Airport Name)

Bond No. B1207052

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Elmer's Crane and Dozer, Inc., a Michigan Corporation, as Principal and The Cincinnati Insurance Company 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

One Million Five Hundred Forty Nine Thousand Sixty Six 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 13th day of June, A.D. 2014

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.

Elmer's Crane and Dozer, Inc.

Corporation Principal

By 

By _____

By _____

The Cincinnati Insurance Company
Surety

By 
Michele R. Hills, 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.

Commission Received by: _____

15148-121767

Charlevoix Municipal Airport

(State Contract ID)

(Airport Name)

Bond No. B1207052

LIEN BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Elmer's Crane and Dozer, Inc., a Michigan Corporation as Principal, and The Cincinnati Insurance Company, 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

One Million Five Hundred Forty Nine Thousand Sixty Six 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 13th day of June, A.D. 20 14.

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."

Elmer's Crane and Dozer, Inc.

Corporation

Principal

By [Signature]

By _____

By _____

The Cincinnati Insurance Company
The Cincinnati Ins Surety

By [Signature]
Michele R. Hills, Attorney-in-fact

15148-121767
(State Contract ID)

Charlevoix Municipal Airport
(Airport Name)

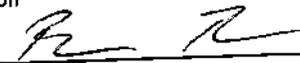
ENDORSEMENT

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.

Elmer's Crane and Dozer, Inc.

Corporation

Principal

By 

By _____

By _____

The Cincinnati Insurance Company
Surety

By 
Michele R. Hills, Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint James Schippers; Evonne Miedema; Kathy Langeland; Lynda DeCan; Michele R. Hills; Mary K. Davis; Phil Nykamp; Susan H. Zielinski; Michael J. Waalkes; Cynthia Hicks and/or Sheila M. Lemmen

of Holland and Grand Rapids, Michigan its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 10th day of June, 2014



Signature of Assistant Secretary

Signature of Assistant Secretary

Assistant Secretary

MICHIGAN DEPARTMENT OF TRANSPORTATION

CONTRACT UNIT PRICES

JUN 19 2014

LETTING: 140404
CALL : 021

CONTRACT PROJECT(S) CONTROL SECTION FEDERAL PROJECT
15148-121767 121767A 15148 3-26-0017-1814

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	80000.0000
0020	Safety and Security	1000410	1.000 LS	72000.0000
0030	Permits	1000535	20000.000 Dlr	1.0000
0040	Underground Cable, 1/C, #8, 600V, L824, Type C, Installed	1080582	10000.000 Lft	1.2900
0050	Underground Cable, 1/C, #8, 5KV, L824, Type C, Installed	1080595	10200.000 Lft	1.3900
0060	Misc. Bare Counterpoise Wire, #6 Solid, Installed	1087001	2000.000 Lft	2.1200
0070	Misc. Underground Cable, 2/c, #8, 5KV, L824, Type C, Cable in Conduit, Installed	1087001	1500.000 Lft	5.0400
0080	Misc. Underground Cable, 2/c, #8, 600V, L824, Type C, Cable in Conduit, Installed	1087001	300.000 Lft	5.0400
0090	Misc. Ungrd Comm. Cbl, REA SPEC. PE-39, 12 Pair awg Solid Type BJFG, 22 Guage, Inst	1087001	1520.000 Lft	2.2000
0100	Misc. Temporary Jumpers	1087051	1.000 LS	5994.0000
0110	Electrical Manhole, With Cover, as Specified	1090540	6.000 Ea	4612.0000
0120	Misc. Remove Electrical Manhole	1097050	6.000 Ea	889.0000
0130	Underground Electrical Duct, 2 Bank 3", Direct Burial	1100626	220.000 Lft	17.3800
0140	Underground Electrical Duct, 3 Bank 3", Direct Burial	1100627	70.000 Lft	27.4000
0150	Misc. Temporary Underground Electrical Duct, 2 Bank 3" Direct Burial	1107001	120.000 Lft	38.5800
0160	Misc. Underground Electrical Duct, 10 Bank 3", Concrete Encased	1107001	600.000 Lft	62.1000
0170	Misc. Underground Electrical Duct, 6 Bank 3", Concrete Encased	1107001	220.000 Lft	46.4500

MICHIGAN DEPARTMENT OF TRANSPORTATION

CONTRACT UNIT PRICES

LETTING: 140404
 CALL : 021
 CONTRACT: 15148-121767

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
SECTION 0001				
0180	Remove Existing Medium Intensity Base Mounted Light	1250643	18.000 Ea	161.0000
0190	Relocate Guidance Sign	1250798	3.000 Ea	5404.0000
0200	Taxiway Reflector, L853, 30" High	1250800	29.000 Ea	75.3700
0210	Misc. Med. Intensity LED Taxiway Edge Light, L-861T 30" High, 6.6A, Base Mount, Compl	1257050	8.000 Ea	1024.0000
0220	Unclassified Excavation	1520410	10500.000 Cyd	8.0000
0230	Removal and Disposal Of Bituminous Pavement	1520470	18870.000 Syd	2.0000
0240	Removal and Disposal of Concrete Pavement	1520472	20.000 Syd	7.0000
0260	Misc. Haul Road	1527051	1.000 LS	12000.0000
0270	Aggregate Base Course, Series 22AX, Compacted in Place	2080540	3900.000 Cyd	26.0000
0280	Erosion Control, Inlet Filter	2080620	10.000 Ea	75.0000
0290	Erosion Control, Silt Fence	2080625	300.000 Lft	2.0000
0300	Sawing Bituminous Pavement, Specified Dimensions	4000515	1200.000 Lft	0.5000
0310	Bituminous Aggregate Surface Course, 20AAAX Composition	4110631	6500.000 Ton	70.7100
0320	Portland Cement Concrete Pavement, 8" Non-Reinforced	5010512	11250.000 Syd	37.9000
0330	Concrete Sidewalk, 4"	6100530	80.000 Sft	15.0000
0340	Airport Pavement Marking, 1/2 Rate, Solid, Yellow	6200519	7500.000 Sft	0.1500
0350	Airport Pavement Marking, Solid, Yellow, With Reflective Beads	6200535	7500.000 Sft	0.2000
0360	Obliterate Airport Pavement Marking	6200541	200.000 Sft	2.0000
0370	Misc. HDPE Pipe, 12"	7017001	60.000 Lft	20.0000
0380	Misc. HDPE End Section 12" Pipe	7017050	2.000 Ea	250.0000
0390	Pipe Underdrain 6", Type as Specified	7050511	900.000 Lft	2.5000
0400	Pipe Underdrain 8", Type as Specified	7050512	2000.000 Lft	11.5000

MICHIGAN DEPARTMENT OF TRANSPORTATION

PAGE: 3

CONTRACT UNIT PRICES

LETTING: 140404
 CALL : 021
 CONTRACT: 15148-121767

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
SECTION 0001				
0410	Underdrain Cleanout, As Specified	7050525	8.000 Ea	250.0000
0420	Leaching Basin 5' Diameter, Type 3, Through 8' Depth	7510512	8.000 Ea	3000.0000
0430	Remove Drainage Structure	7510562	4.000 Ea	250.0000
0440	Drainage Structure Cover, Type D, in Place	7510583	8.000 Ea	700.0000
0450	Misc. Adjust Monitoring Well	7517050	3.000 Ea	150.0000
0460	Misc. Remove Tie Down Anchor	8007050	27.000 Ea	25.0000
0470	Turfing With Mixture and Rate, As Specified	9010517	7.000 Acre	725.0000
0480	Misc. Mulch Blanket, as specified	9087011	2500.000 Syd	1.1000
0490	Misc. Mulch, as specified	9087012	7.000 Acre	725.0000
1015	Electrical Vault Modifications, As Specified	1090515	1.000 LS	5974.0000

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Approve an Engineering Contract for third and final phase of the Apron Rehabilitation.

DATE: August 18, 2014

PRESENTED BY: Scott Woody

ATTACHMENTS: Engineering Contract for the final phase of the Apron rehabilitation project.

BACKGROUND INFORMATION: This contract is to cover the engineering costs of the third and final phase of the ramp rehabilitation and expansion project. These services will be covered under the FAA Grant currently before City Council. This project is necessary due to the deterioration of the current asphalt surfaces as reflected in an MDOT pavement report. Phase I & Phase II are complete and all construction contracts have been approved and awarded. This project funding is 90% Federal, 5% State and a 5% Local match.

RECOMMENDATION: A motion can be made as follows: "City Council approves this engineering contract document to RS&H Michigan, Inc. in the amount of \$151,000.00 for the Phase III (FAA Phase II) of the apron rehabilitation project."

October 2008

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICE

This Contract is made and entered into this date of _____ by and between the Airport Owner, hereinafter referred to as SPONSOR,

City of Charlevoix

210 State Street

Charlevoix, MI 49720

and the Engineer, hereinafter referred to as the CONSULTANT,

RS&H Michigan, Inc.

827 Willow Run Airport, Second Floor

Ypsilanti, MI 48198

for the following PROJECT:

Location: Charlevoix Municipal Airport

Charlevoix, Michigan

Description: Apron Reconstruction and Expansion -

Phase III (FAA Phase II)

(See Attachment D - Sketch for Location of Work Areas.)

WHEREAS, the SPONSOR desires to engage the CONSULTANT to perform professional engineering services for the described project;

WHEREAS, the SPONSOR has caused a review to be made of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereinafter in this Contract;

WHEREAS, the SPONSOR will compensate the CONSULTANT, in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1 – DESCRIPTION OF WORK TO BE DONE

The services to be furnished by the CONSULTANT to the SPONSOR, as set forth in Attachment E, Scope of Work/Services, together with obligations of the SPONSOR or the SPONSOR's Agent (Michigan Department of Transportation (MDOT), Aeronautics and Freight Services Bureau, Airports Division), hereinafter referred to as AERO, will contain certain information and data which will consist of the following described elements. Additional explanations are included in Attachment E.

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

A pre-design conference called by the SPONSOR will be held between the SPONSOR, the CONSULTANT, and any other participating or regulatory governmental agency. This pre-design conference will be held for the express purpose of having the CONSULTANT ascertain from responsible representatives of each group, the SPONSOR and all participating governmental agencies, their individual project requirements affecting the scope of work, budget, design standards, presentation of final plans, and documents. The requirements set forth in this pre-design conference will be confirmed in writing by the CONSULTANT to the SPONSOR, with copies to each participating unit of government.

Element 1.12 - Engineering Survey

The CONSULTANT will determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

Element 1.13 - Detailed Construction Plans and Specifications

Plans and specifications will be certified by the CONSULTANT for compliance with current Federal Aviation Administration (FAA) and AERO requirements in effect at the time the plans and specifications are prepared. The CONSULTANT will prepare and furnish to the SPONSOR and AERO, in paper format, one copy of the final detailed construction plans and specifications for the work described above, presented on drawings (22" x 34") and other necessary documentation (8-1/2" x 11"). This will include but is not limited to; grading, drainage, paving, lighting, turf establishment, structures, construction safety phasing, etc. The documents will set forth, in detail, requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications will comply with the requirements established in the pre-design conference, if applicable, together with the common practice of design and ethical practices of professional engineers. The CONSULTANT will also furnish one set of review plans if requested.

All projects bid through the MDOT letting will also include two electronic files in portable document format (pdf) along with a signed and sealed paper title sheet. The electronic files will be set up to print clearly in scalable 11" x 17" and 22" x 34" plan sheets.

Element 1.14 - Estimate of Probable Construction Cost

The CONSULTANT will prepare and submit to both the SPONSOR and AERO one copy of a

detailed estimate of construction costs based upon the detailed plans and specifications prepared under Element 1.13. This statement of probable construction cost prepared by the CONSULTANT represents the CONSULTANT's best judgment as a design professional at the time the estimate is finalized. This estimate will include the estimated amount for CONSULTANT services during construction. It is recognized, however, that neither the CONSULTANT nor the SPONSOR has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the CONSULTANT cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the CONSULTANT.

Element 1.15 - Engineering Report

The CONSULTANT will prepare and furnish to both the SPONSOR and AERO one copy of an engineering report which relates to the SPONSOR and participating governmental agencies the fundamental considerations and concepts used in design of the project. This report will include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards will be included in the engineering report.

Element 1.16 - Users Conference (if required)

The CONSULTANT will prepare for the SPONSOR an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the SPONSOR and the CONSULTANT in a meeting with airport users. The CONSULTANT will furnish one copy of the estimated time schedule to the SPONSOR for printing and disbursement to the users by the SPONSOR. However, it is recognized that neither the CONSULTANT nor the SPONSOR has absolute control over the estimated time schedule presented to any person, group, or organization.

Element 1.17 - Obligations of SPONSOR or AERO to CONSULTANT

When requested by the CONSULTANT, one copy of all existing data applicable to this project and in the possession of the SPONSOR or AERO or any other agency of government will be furnished at no cost to the CONSULTANT. Existing data will include but not be restricted to the following:

- 1) As-constructed plans.
- 2) Pavement design data/pavement condition index.
- 3) Soil borings, analysis, and classification.
- 4) Drainage design data.
- 5) Topographic notes and maps.
- 6) Approach data and zoning maps.
- 7) Property maps, including fee ownership and easements, and land descriptions.
- 8) All local, state, federal ordinances, regulations, or laws affecting the project.
- 9) Aerial photography, prints, topographic maps, etc.

The SPONSOR or AERO will furnish for projects bid by MDOT, at no cost to the CONSULTANT, standard contract documents for bidders, including but not restricted to the following:

- 1) Notice to contractors (including advertising charges).
- 2) Instructions to bidders.
- 3) All federal, state, or local wage rates as applicable to this project.
- 4) General provisions of the contract.
- 5) Supplemental provisions of the contract.
- 6) Special provisions of the contract (except as may be supplemented by the CONSULTANT).
- 7) Standard construction specifications (except as may be supplemented by the CONSULTANT).
- 8) Standard supplemental specifications (except as may be supplemented by the CONSULTANT).
- 9) Standard testing requirements (except as provided by the CONSULTANT).
- 10) Proposal.
- 11) Construction contract.
- 12) Form of performance and lien bond.
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The SPONSOR or AERO, at no cost to the CONSULTANT, will furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information, and documents furnished by the SPONSOR or AERO will be furnished at the SPONSOR's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings will be attended by the CONSULTANT and the SPONSOR at the location indicated for the purpose of coordination, information, and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the SPONSOR and to be held at the project site.
- 2) Progress meetings to be determined by the SPONSOR will be held at the office of the SPONSOR and attended by the CONSULTANT to apprise the SPONSOR of progress, to resolve any problems, to answer questions, and for general coordination.
- 3) Upon completion by the CONSULTANT of final plans, specifications, cost estimates, and engineering report, the CONSULTANT will submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the SPONSOR and participating governmental agencies, a meeting called by the SPONSOR may be held to review final plans with the SPONSOR and participating governmental agencies at the project site.
- 4) Upon determination of the estimated construction time schedule, a users conference as provided under Element 1.16 is to be called by the SPONSOR, to be held at a location designated by the SPONSOR.
- 5) Upon advertising the project for bids, the CONSULTANT and the SPONSOR or AERO will hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Any addendum information necessary will be submitted in a timely manner to the bidding

agency by the CONSULTANT. In addition, any bids over the engineers' construction estimate by ten (10) percent or more will be sufficiently justified before proceeding with award or recommended rejected by the CONSULTANT.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

The CONSULTANT will provide sufficient personnel and services necessary to comply with AERO Project Engineers Manual, the latest revision at the time this Contract is awarded.

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the SPONSOR or AERO will be held between the SPONSOR, the FAA (if applicable), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the CONSULTANT. This pre-construction conference will be held for the Contractor and CONSULTANT to receive instructions from the SPONSOR and participating/regulatory governmental units, to develop construction schedules, and to coordinate construction.

Element 1.22 - General Information and Coordination

The CONSULTANT will provide information and coordination to the SPONSOR and Contractor as to the understanding of the plans and specifications. The CONSULTANT will not guarantee the performance of the Contractor but will report to the SPONSOR any work and materials which, in the opinion of the CONSULTANT, do not meet the requirements of the plans and specifications. The CONSULTANT will not be responsible for any acts of the Contractor whatsoever but will only pay the contractor for work performed that meets the requirements of the plans and specifications.

Element 1.23 - Engineering Survey and Layout as May be Applicable

The CONSULTANT will take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The CONSULTANT will stake out the work for line and grade. The stake out will consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five (25) feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty (50) feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

The CONSULTANT will review and approve material testing reports submitted by the Contractor to determine if test reports meet the requirements of the specifications and will submit two copies of material testing reports to the SPONSOR or AERO. The CONSULTANT will review and approve shop drawings to determine compliance with plans and specifications and will submit two copies of all shop drawings to the SPONSOR or AERO.

Element 1.25 - Field Tests and Grade Inspection as May be Applicable

The CONSULTANT will make periodic field tests and grade inspection at the project site to determine, in the opinion of the CONSULTANT, if materials and workmanship conform to the plans and specifications. Field tests will include compaction tests for soils in place; gradation tests for aggregates; extraction tests for bituminous mixtures and compaction tests for in-place bituminous pavements; and slump, entrained air, and yield tests for concrete pavement.

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

The CONSULTANT will prepare periodic cost estimates, change orders/contract modifications, and stop and start orders as may be applicable during the construction period and present three copies of the same to the SPONSOR or AERO for approval and processing. All projects bid through MDOT lettings will have all estimates and contract modifications processed using the FieldManager computer program.

Element 1.27 - Weekly Reports

The CONSULTANT will prepare FAA Form 5370-1, Construction Progress and Inspection Report or FieldManager inspector daily reports, and submit copies to the SPONSOR or AERO weekly during the construction period.

Element 1.28 - Final Inspection

The CONSULTANT will be present at final inspection, together with the SPONSOR, AERO, participating governmental units, and the Contractor.

Element 1.29 - Final Quantities - As-Constructed Plans

The CONSULTANT will compute final pay quantities, prepare as-constructed plans, and update all plan sheets of the current Airport Layout Plan (ALP) that shows work constructed under the project. The As-Constructed Plans will be submitted to the SPONSOR and AERO for approval in an electronic pdf file. The updated ALP will be submitted in paper (22"x 34") and in an electronic pdf file to the SPONSOR and AERO.

Element 1.30 - Equipment

The CONSULTANT will furnish all necessary surveying and field testing equipment to accomplish the above named work.

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

Any services to be provided by subconsultants will be provided for in a subconsultant agreement, which will meet the written approval of the SPONSOR. Costs of subconsultant services will be included in Element 3.1 – Fee. The CONSULTANT will not apply a fixed fee on any of the costs for subconsultant services.

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION

DESIGN PHASE (1)

Element 2.11 - Time of Beginning

Upon acceptance of this Contract by both the SPONSOR and the CONSULTANT, the CONSULTANT will have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

Element 2.12 - Time for Completion

The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval is _____ () calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning

Provided the Notice to Proceed is issued sufficiently in advance of the start of construction, the CONSULTANT will begin work seven (7) days prior to the effective date of the Notice to Proceed to the Contractor. If not, the CONSULTANT will coordinate the beginning of work with the work of the construction contractor.

Element 2.22 - Time for Completion

The CONSULTANT will finish all work under this Contract within thirty (30) days after final acceptance of the construction work by the SPONSOR.

ARTICLE 3 – PAYMENT

Element 3.1 - Fee

The SPONSOR agrees to pay the CONSULTANT as full compensation for services rendered as set forth in this Contract as follows:

Phase 1 Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of \$_____. A breakdown of the cost is included as Attachment C.

The SPONSOR will compensate the CONSULTANT for requested printed materials in excess of those identified, in accordance with the following:

Black Print Plan sheets (22" x 34")	_____ /sheet
Black Print on White Paper (11" x 17")	_____ /sheet
Black Print on White Paper (8.5" x 11")	_____ /sheet

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee of (to be negotiated as an Amendment to this Contract, upon completion of design and

advertising for bids).

The fee described above will be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions. Phase (2) Construction may not be needed if it is determined by the SPONSOR to terminate this Contract at the completion of Phase (1) Design.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

Progress payments for completed work will be based on the following schedule of payments:

All charges for service will be due and payable upon receipt of invoice by SPONSOR. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the State of Michigan or SPONSOR. The CONSULTANT agrees further to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the SPONSOR or AERO. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the SPONSOR or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in AttachmentG, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

Element 4.1 - Miscellaneous Provisions

The CONSULTANT will follow, insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, AERO and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT will be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency and required to be incorporated in the final plans and documents will not be the responsibility of the CONSULTANT. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the SPONSOR in the performance of this contract will be the responsibility of the SPONSOR, and not the responsibility of the CONSULTANT, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR, provided that nothing herein will be construed as a waiver of any governmental immunity that has been provided to the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR by statute or court decision.

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract plans, maps and specifications prepared or obtained by the CONSULTANT as provided under the terms of this Contract will be submitted in final form. The final form of the originals will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed and the SPONSOR will assume full responsibility for the reuse of these documents.

The original signed and sealed title sheet for projects bid through MDOT will be retained in AERO files. The CONSULTANT will be provided a scanned .tif electronic file for use in completing the as-constructed plan sheets.

Element 4.3 - Changes in Work

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work described in this Contract, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the

revised or additional work will be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT.

Element 4.4 - Delays and Extensions

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

Element 4.5 - Insurance and Liability

The CONSULTANT will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

Element 4.6 - General Compliance with Laws

Unless otherwise specified, this Contract will be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all federal, state and local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The SPONSOR and the CONSULTANT each binds themselves, their partners, successors, assignees and legal representatives to the other party to this Contract and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Contract. Neither the SPONSOR nor the CONSULTANT will assign, sublet, or transfer their interest in this Contract without the written consent of the other.

Element 4.8 - CONSULTANT's Endorsement

The CONSULTANT will seal and sign all final plans and specifications furnished to the SPONSOR.

Element 4.9 - Disputes

All disputes concerning a question of fact in connection with work not disposed of by agreement between the SPONSOR and the CONSULTANT will be settled through standard court actions.

Element 4.10 - Responsibility for Claims and Liability

The CONSULTANT will save harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT.

The CONSULTANT will require any subcontractors to irrevocably assign their rights to pursue

any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

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

Element 4.12 - Prohibition of Discrimination in State Contracts

The CONSULTANT hereby agrees to comply with the requirements of Appendix A, attached hereto and made a part hereof.

Element 4.13 – Additional Provisions

Additional provisions of this Contract are included as Attachment B.

Element 4.14 – Non-Construction Requirements

The CONSULTANT hereby agrees to comply with the requirements of the Non-construction requirements of Attachment F, attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have fixed their hand this day and date first written above.

ACCEPTED BY THE SPONSOR

Witness: _____

City of Charlevoix

SPONSOR

210 State Street

Street Address

Charlevoix, MI 49720

City, State & Zip Code

BY: _____

Authorized Representative of SPONSOR

.....
ACCEPTED BY THE CONSULTANT

Witness: D. M. J.

RS&H Michigan, Inc.

CONSULTANT

827 Willow Run Airport, Second Floor

Street Address

Ypsilanti, MI 48198

City, State & Zip Code

BY: [Signature]

Authorized Representative

INCLUDE THIS PAGE IN ALL CONTRACTS!!

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment B. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of the Airports Division, Bureau of Aeronautics and Freight Services.

SCHEDULE OF ATTACHMENTS

Attachment A	Prohibition of Discrimination in State Contracts
Attachment B	Additional Provisions
Attachment C	Cost Breakdown
Attachment D	Sketches
Attachment E	Scope of Work/Services
Attachment F	Non-construction contract requirements
Attachment G	Prime CONSULTANT Statement of DBE Subconsultant Payments

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, will contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each

subcontractor as well as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this Contract, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency will be notified of such possible remedy and will be given the option by the Civil Rights Commission to participate in such proceedings.
9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

ATTACHMENT B

Additional Provisions

REMOVE ARTICLE 1 – DESIGN PHASE (1). Remove Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.17, and 1.18. Design completed by others.

REMOVE ARTICLE 2 – DESIGN PHASE (1). Remove Elements 2.11 and 2.12.

REMOVE ARTICLE 3 – PHASE 1 DESIGN.

REPLACE ARTICLE 3 – PHASE (2) CONSTRUCTION with the following:
Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee of \$151,000.00. A breakdown of the cost is included as Attachment C.

The fee described above will be considered payment in full by the SPONSOR to the CONSULTANT for all serviced rendered except as hereinafter provided under Article 4 – Element 4.3 – Changes in Work and Element 4.4 – Delays and Extensions.

ADD ELEMENT 4.15:

Element 4.15 – Banning Texting While Driving:

The Consultant, in accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, shall:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ATTACHMENT C

Cost Breakdown



CHARLEVOIX MUNICIPAL AIRPORT

Attachment C

APRON RECONSTRUCTION AND EXPANSION - PHASE III (FAA - PHASE II) - CONSTRUCTION PHASE

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	RES. PRJLL REPRESENT	CADD TECHNICIAN	SUPPORT STAFF	TOTAL
Construction Phase Services								
Task 1.1 Contractor Submittal Review		8	16	16			4	44
Task 1.2 Technical Plan Interpretations		4	12	8				24
Task 1.3 Change Orders		4	12	8			2	26
Task 1.4 Substitution Review		4	8					12
Task 1.5 Site Inspections		16	16					32
Task 1.6 Weekly Progress Meetings		16	40					56
Task 1.7 Review Materials Acceptance Test Results			8	16				24
Task 1.8 Substantial Completion Inspections and Punchlists		8	16					24
Task 1.9 Prepare Record Drawings			8	16		16		40
Task 1.10 Warranty Inspections			8					8
Task 1.11 Coordination with Sponsor		12	16				10	28
Task 1.12 Progress Meeting Minutes						4	4	10
Task 1.13 FAA Grant Documentation		8	16					32
Task 2.1 Resident Project Representative					450			450
TOTAL HOURS	0	80	176	64	450	20	20	810
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$32.00	\$24.00	\$18.00	
TOTAL DIRECT LABOR \$	\$0	\$4,480	\$7,392	\$1,920	\$14,400	\$480	\$360	\$29,032
OVERHEAD @	178.83%							\$51,918
PROFIT @	11%							\$8,904
TOTAL BURDENED LABOR @	3.10							\$89,854
OTHER DIRECT NON-SALARY COSTS								
REPRODUCTION	# DWGS @	# PAGES @		#SETS				
Drawings	26			8				\$312
Reports/Specifications		256		8				\$205
TOTAL REPRODUCTION								\$517
POSTAGE/DELIVERY	# PCKGS @	# PCKGS @						
Drawings and Specifications	2	15						\$75
TOTAL POSTAGE/DELIVERY								\$75
SPECIALTY SUBCONSULTANTS								
Task 3 - Construction Staking	Inland Seas Engineering (DBE)							\$20,000
Task 4 - Materials Acceptance Testing	Inland Seas Engineering (DBE)							\$23,807
TOTAL SPECIALTY SUBCONSULTANTS								\$43,807
RESIDENT PROJECT REPRESENTATIVE								
	# Days	# Weeks	# Months	Vehicle Rental @	Gas @	Per Diem @	Lodging @	
Construction Vehicle	0	0	3	\$4,500	\$0	\$0	\$0	\$4,500
Gas for Construction Vehicle	0	10	0	\$0	\$600	\$0	\$0	\$600
Lodging	0	0	3	\$0	\$0	\$0	\$7,500	\$7,500
Meals	50	0	0	\$0	0	\$2,500	\$0	\$2,500
								\$15,100
TRAVEL								
	# People	# Days	Airfare @	Car @	Car @	Lodging @	Per Diem @	
Pre Construction Meeting	2	1	\$0	\$70	\$0	\$0	\$0	\$70
Construction Site Visits (1 visit / Week)	1	10	\$0	\$700	\$0	\$0	\$0	\$700
Additional Site Visits (Electrical)	1	2	\$400	\$140	\$0	\$220	\$100	\$860
Final Inspection	2	1	\$0	\$70	\$0	\$0	\$0	\$70
TOTAL TRAVEL								\$1,700
TOTAL ODC's								\$61,199
Total Proposed Fee (Rounded) for:	Construction Phase Services							\$151,000

ATTACHMENT D

**Sketch Showing Location of Work to be
Performed as Part of this Contract**

**ATTACHMENT E
SCOPE OF SERVICES**

**Charlevoix Municipal Airport
Charlevoix, Michigan**

**Apron Reconstruction and Expansion – Phase III (FAA Phase II)
Construction Phase Services**

PROJECT DESCRIPTION

This project consists of construction phase services related to the Apron Reconstruction and Expansion – Phase III (FAA Phase II) and all related items.

The current schedule calls for a Notice-To-Proceed for construction in September of 2014, with construction being complete in November of 2014. If construction exceeds 70 calendar days, the need for a supplemental work order to extend RS&H services will be evaluated.

TASK 1- CONSTRUCTION ADMINISTRATION SERVICES

During this phase the consultant shall provide services to support construction that shall include, but not be limited to:

- 1.1 Review, on a timely basis, contractors' submittals required by the construction documents, including, but not limited to: shop drawings, test data, samples, materials, equipment, etc. and approve, reject, or otherwise advise on the conformance of such submittals to the requirements of the construction documents.
- 1.2 Provide on a timely basis, so as not to negatively impact the construction schedule, the sponsor and the contractor with technical interpretations of the construction documents or any other Requests for Information (RFI) submitted by the contractors.
- 1.3 Review and concur with change order scope, cost and any modifications to the construction schedule.
- 1.4 Review and recommend for sponsor acceptance or rejection any changes, modifications or substitutions proposed by the contractor. Written justification must accompany any recommendation or rejection.
- 1.5 Provide periodic on-site review/monitoring of construction materials, finishes and workmanship in conformance with the standards established in the construction documents. Consultant shall notify the sponsor immediately, verbally and in writing, of any and all observed deviations and/or defects in material, finishes, equipment, systems or workmanship.
- 1.6 Prepare for and attend weekly construction progress meetings.
- 1.7 Compare test results against specification standard and notify the sponsor of any concerns. Provide recommendations as needed to address concerns.
- 1.8 Participate in substantial completion inspections and prepare punch lists.

- 1.9 Prepare 'record drawings'. These documents shall include all field changes recorded and incorporated during the project.
- 1.10 Prior to the expiration of construction or equipment warranties or guarantees, coordinate a site walk with the contractor and the sponsor providing an inspection of the facility and provide a report of all observed defects in material, equipment and/or workmanship that are covered under the projects' warranties or guarantees.
- 1.11 All contact or direction given to the Contractor by the Engineer must first be reviewed and approved by the sponsor.
- 1.12 At the conclusion of this phase, provide a copy of all meeting minutes for this phase.
- 1.13 Prepare FAA grant documentation as required, including grant quarterly performance reports and grant closeout reports.

TASK 2 - RESIDENT PROJECT REPRESENTATIVE

- 2.1 Consultant will provide full-time resident project representative services for the project. Specific items shall include:
 - A. Project Startup: Resident Project Representative (RPR) shall prepare the project for construction startup. The RPR shall coordinate with the contractor before and after the preconstruction conference to provide access for the contractor to enter the site to perform surveying, mobilization and other project elements in preparation of construction beginning. The RPR shall develop necessary paperwork, forms, reports, etc. in preparation of construction startup. The RPR shall coordinate with the Airport manager to ensure all issues are addressed and properly communicated with the contractor, tenants, FAA, etc. prior to construction startup. The RPR shall coordinate with the Airport manager concerning all Airport and FAA facilities, NAVAIDS, runway and taxiway lighting circuits and communications cables issues to ensure all electrical related issues are covered and procedures in place to prevent circuits being cut, damaged or otherwise affected prior to construction startup. Coordinate repair of facilities as damage occurs.
 - B. Schedules: Review the baseline and all subsequent progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.
 - C. Conferences and Meetings: Attend meetings with the Contractor, Owner and Engineer such as the preconstruction conference, weekly progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
 - D. Liaison: Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and/or project manager and assist in understanding the intent of the Contract Documents. Assist the Engineer in serving

as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

- E. Review of Work, Inspections and Tests: Perform the following:
- a. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b. Report to the Engineer whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required. Advise the Engineer of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. Coordinate materials acceptance testing failed results and coordinate retesting.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report to the Engineer appropriate details relative to the test procedures and startups.
 - d. Monitor the contractor's activities as they relate to the Construction Safety Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD). Immediately inform the contractor, engineer, and owner when the contractor is in non-compliance with the standards and procedures contained in these documents, so that appropriate actions can be taken.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of those inspections and provide written reports of said visits to the Engineer.
 - f. Field inspect Change Order work to verify completion in accordance with contract documents.
- F. Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.
- G. Contract Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and submit a report with the RPR's recommendations to the Engineer. Transmit to the Contractor decisions as approved by the sponsor.
- H. Project Records: Perform the following:
- a. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents incorporating Addenda, Change Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, test reports, and other Project related documents.

- b. Keep a bound diary or log book, recording the Contractor hours on the job site, weather conditions, data relative to questions, Change Orders, or changed conditions, list of job site visitors, equipment on the site, daily activities, decisions, observations in general, any accident incidents, and specific observations in more detail as in the case of observing test procedures and send copies to the Engineer.
 - c. Record names, addresses and telephone numbers of all the contractors, subcontractors and major suppliers of materials and equipment.
 - d. Record and monitor installed work for compiling and submitting bimonthly estimates for progress payments to contractors.
 - e. Develop and maintain a materials test record book.
- I. Project Reports: Perform the following:
- a. Furnish the Owner and Engineer FAA weekly construction progress reports as required of progress of the Work.
 - b. Consult with the Owner and Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders, obtaining backup material from the Contractor, and recommend to the Owner Change Orders.
 - d. Report immediately to the Owner and Engineer upon the occurrence of any accident.
- J. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to the Engineer for review and forwarding to the Owner prior to final payment for the Work.
- K. Project Closeout: Perform the following:
- a. Before the Owner issues a Certificate of Substantial Completion, conduct a pre-final inspection and submit to the Contractor and Owner a punch list of observed items requiring completion or correction.
 - b. Conduct a final inspection in the company of the Engineer, the Owner and the Contractor and prepare a final punch list of items to be completed or corrected.
 - c. Observe that all items on the final punch list have been completed or corrected and make recommendations to the Engineer concerning acceptance.
 - d. Prepare a final test book to be submitted to the FAA and the Owner.

TASK 3- CONSTRUCTION STAKING

- 3.1 Consultant will provide construction staking for the project. Specific items shall include:
- A. Consultant will provide ALL CONSTRUCTION STAKING necessary to construct the project.

TASK 4- MATERIALS ACCEPTANCE TESTING

- 4.1 Consultant will provide materials acceptance testing for the project. Specific items shall include:
- A. Asphalt Pavement testing
 - B. Concrete Pavement testing
 - C. Crushed Aggregate Base testing
 - D. Subbase Aggregate testing
 - E. Subgrade testing

SCHEDULE

The following preliminary schedule is currently anticipated:

Notice to Proceed
Construction Duration
Substantial Completion

May 2014
70 Calendar Days
July 2014

Attachment F

PROFESSIONAL SERVICES A/E CONTRACT

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

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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 will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL
CIVIL RIGHTS PROVISIONS
49 U.S.C. 47123**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure 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 Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

ACCESS TO RECORDS AND REPORTS
49 CFR PART 18.36(i)

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

RIGHTS TO INVENTIONS
2 CFR 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Appendix C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)
(Revised October 1, 2005)

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

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

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

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
49 CFR Part 20, Appendix A

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

TRADE RESTRICTION CLAUSE
49 CFR PART 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor will provide immediate written notice to the SPONSOR if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

TERMINATION OF CONTRACT 2 CFR § 200 Appendix II(B)

For all contracts in excess of \$10,000:

- a. The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services will be immediately discontinued (unless the notice directs

otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.

- b. If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
2 CFR part 180 (Subpart C), 2 CFR part 1200
DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

For all contracts and subcontracts in excess of \$25,000:

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR):

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS):

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

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

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

BREACH OF CONTRACT TERMS
49 CFR Part 18.36

For all contracts in excess of \$100,000:

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL
49 CFR Part 18.36(i)(12)
(April 14, 2008)

Contractors and subcontractors agree for all contracts in excess of \$100,000:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY
STANDARDS ACT REQUIREMENTS
2 CFR 200 Appendix II (E)

Contractors and subcontractors agree for all contracts in excess of \$100,000:

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

2. Withholding for Unpaid Wages and Liquidated Damages.

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

3. Subcontractors.

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

DISADVANTAGED BUSINESS ENTERPRISES

49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from the SPONSOR. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

TEXTING WHEN DRIVING
Executive Order 13513, and DOT Order 3902.10

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

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

Total Contract Amount" report the total amount of the contract between the prime CONSULTANT and the subCONSULTANT.

146 Cumulative Dollar Value of Services Completed" report the total amount the subCONSULTANT has earned since beginning this project. Deductions," report deductions made by the prime CONSULTANT to the subCONSULTANT's "Cumulative Dollar Value of Services Completed" for nage, bond or r fees, materials, services or equipment provided to the subCONSULTANT according to mutual, prior agreement (documentation of such agreement may be ired by MDOT).

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

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

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

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

MDOT Office of Business Development
P.O. Box 30050

Lansing, Michigan 48909

Questions about this form? call Toll-free, 1-866-DBE-1264

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration to Pass a Resolution to Adopt the Annual Exemption Option in PA 152 for the 2014-15 Medical Benefit Plan Coverage Year

DATE: August 18, 2014

PRESENTED BY: Joe Zielinski, City Treasurer

ATTACHMENTS: (1) PA 152 Annual Exemption Resolution
(2) Public Employer Contribution Limits for CY 2014 (Hard Caps)

BACKGROUND INFORMATION: 2011 Public Act 152 (PA 152), or the Publicly Funded Health Insurance Contribution Act, was passed by the State of Michigan Legislature and signed by the Governor on September 24, 2011. The Act created a new law that limits the amount that public employers pay toward employee medical benefit plans beginning January 1, 2012.

The City has three options for complying with the requirements of PA 152, which it must do on an annual basis. The three options are as follows:

- 1) "Hard Caps" Option – limits the amount the City may contribute annually to employees' medical benefit plans based on coverage levels, as defined by the State Treasury on an annual basis. The contribution limits for CY 2014 are included in your agenda packet and are lower than the caps in place for CWA and non-union employees.
- 2) "80%/20%" Option – limits the City's share of total annual health care costs to not more than 80%. This option requires a majority vote by the Council annually.
- 3) "Exemption" or "Opt Out" Option – the City may exempt itself from the requirements of PA 152 by an annual 2/3 vote of Council.

For the two medical benefit plan coverage years (2012-13 and 2013-14) that PA 152 has been in effect, Council has voted unanimously to exempt the City from the requirements of PA 152. For the upcoming 2014-15 medical benefit plan coverage year which starts October 1st, Staff is recommending Council to again vote to exempt the City from the PA 152 requirements.

Staff does not believe it is in the best interest of the City at this time to choose the "hard caps" option or the "80%/20%" option as the City is taking steps to control its health care costs in a manageable fashion for its employees. A majority of City employees are now enrolled in the lower cost HSA medical plan and the City will experience less than a 2% cost increase on the medical benefit plans it will offer in the upcoming coverage year. Additionally, the City negotiated a 10% health care cost share with the POLC union in the new 3-year contract ratified

in June and it is expected that non-union employees will have a 10% health care cost share beginning April 1, 2015. The City's contract with the CWA union expires next May 31st and health care cost sharing will be one of the main issues negotiated in the new contract.

RECOMMENDATION: Motion to pass the resolution to adopt the annual exemption option as set forth in PA 152 for the City's medical benefit plan coverage year October 1, 2014 through September 30, 2015 in order to comply with the requirements of PA 152.

CITY OF CHARLEVOIX
RESOLUTION 2014-08-XX
RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN
2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE
CONTRIBUTION ACT

WHEREAS, 2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011;
and

WHEREAS, the Act contains three options for complying with the requirements of the Act; and

WHEREAS, the three options are as follows:

- 1) Section 3 - "Hard Caps" Option - limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 - "80%/20%" Option - limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 - "Exemption" Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the City Council has decided to adopt the annual Exemption option as its choice of compliance under the Act; and

THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CHARLEVOIX elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year October 1, 2014 through September 30, 2015.

RESOLVED, this _____ day of August, A.D. 2014.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

R. KEVIN CLINTON
STATE TREASURER

January 13, 2014

**PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS
ANNUAL COST LIMITATIONS – CALENDAR YEAR 2014**

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as amended by 2013 Public Act 270, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. For calendar year 2013, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- \$5,692.50 times the number of employees and elected public officials with single-person coverage
- \$11,385.00 times the number of employees and elected public officials with individual-and-spouse coverage
- \$15,525.00 times the number of employees and elected public officials with family coverage.

The limits for 2014 equal the 2013 limits increased by 2.9 percent, with the exception of individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, which was amended by 2013 Public Act 270. The 2.9 percent is the percentage change in the medical care component from the period September 2011-August 2012 to the period September 2012-August 2013.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2014, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- \$5,857.58 times the number of employees and elected public officials with single-person coverage
- \$12,250.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$15,975.23 times the number of employees and elected public officials with family coverage.

R. Kevin Clinton
State Treasurer

January 13, 2014

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Consideration of State Trunkline Contract

DATE: August 18, 2014

PRESENTED BY: Patrick Elliott, DPW Superintendent

ATTACHMENTS: Proposed MDOT State Trunkline Maintenance Contract Resolution

BACKGROUND INFORMATION:

The City of Charlevoix currently has a contract with the Michigan Department of Transportation (MDOT) to maintain the state trunkline within the City of Charlevoix. This contract reimburses the City for plowing, sweeping, general maintenance of the highway. The current contract expires on September 30, 2014.

RECOMMENDATION:

The DPW Superintendent and City Attorney have reviewed the contract and ask that Council pass a motion approving the contract and authorizing the Mayor and City Clerk to sign the proposed State Trunkline Maintenance Contract.

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF CHARLEVOIX

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as "MDOT," and the City of Charlevoix, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

RECITALS:

MDOT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

1925 PA 17 Section 2, MCL 250.61 *et seq*; authorizes MDOT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. MDOT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 *supra*; and

MDOT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

It is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish MDOT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the "ENGINEER OF OPERATIONS". Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
 - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, MDOT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to MDOT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with MDOT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The MUNICIPALITY and MDOT may also enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. CONTRACT ADMINISTRATOR

The MUNICIPALITY hereby designates Patrick Elliott as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): Patrick Elliott

Signal/electrical Superintendent: Don Swem

Storm Sewer Superintendent: Patrick Elliott

Other (Specify): _____

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

Section 6. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

See attached labor contract for any call outs
_____ after business hours

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

See attached labor contract.

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard 3. Other (Describe)
3. Royalty Costs	
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 9. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the MUNICIPALITY to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the MUNICIPALITY or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.
- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the "contractor") agrees to 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 Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The MUNICIPALITY will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

Section 11. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for MDOT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to MDOT.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 14. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The MUNICIPALITY will work with the REGION ENGINEER to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

The REGION ENGINEER and the MUNICIPALITY will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the REGION ENGINEER and the MUNICIPALITY.

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

Section 16. REQUEST FOR REIMBURSEMENT

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
 - i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
 - ii. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

- h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- i. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 16(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater shall submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

Section 17. ELECTRONIC FUNDS TRANSFER

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

Section 18. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of 50 percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

Section 19. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

Section 21. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

Section 22. EQUIPMENT LIST

The MUNICIPALITY will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

Section 23. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 24. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to MDOT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 25. AUDIT

The MUNICIPALITY'S records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.

If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

- a. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report;
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- c. Submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if MDOT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, MDOT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by MDOT. MDOT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with MDOT. The MUNICIPALITY will appoint one (1) member and MDOT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 26. TERM OF CONTRACT

This Contract will be in effect from October 1, 2014 through September 30, 2019.

Section 27. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

Section 29. CONTRACT CONTENT

In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

Section 30. AUTHORIZED SIGNATURE(S)

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

CITY OF CHARLEVOIX

BY: _____
TITLE:

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director



APPENDIX A
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget/Field Activity Budget: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

Chemical Storage Facilities: Bulk salt storage buildings.

Components of an Annual Work Plan: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

Dispute Audit Resolution Team (DART): Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

Equipment Specifications and Rentals: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical

assistance, and overseeing the administration of state and federal funds allocated for these programs.

Office of Commission Audit (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

Schedule C Equipment Rental Rates: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

Small Hand Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

State Administrative Board: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

Winter maintenance: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2014, through September 30, 2019

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD

RESOLUTION 2011-2

PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective _____, 2011.

APPROVED
State
Administrative Board

8/30/11 *Loe M. Cousin*

APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2011-2, August 30, 2011)

Amendments

Amendment Amount	Subcontract Requirements:	State Administrative Board Approval
\$124,999 or less	<ul style="list-style-type: none">• Prior to start of work, Region Engineer verbal approval required.• Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer.• A copy of the approved Form 426 is sent to the Operations Field Services Division Contract Administrator.	Not required
\$125,000 or greater	<ul style="list-style-type: none">• Documentation of amendment is required by the Municipality A revised Form 426 must be completed and signed by the Region Engineer.• When amendment amount and sum of all previous amendments total \$125,000 or greater, the Form 426 packet is sent to the Operations Field Services Division Contract Administrator. 2.State Administrative Board (SAB) approval is required prior to the start of work.	Required

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

**APPENDIX G
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment 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 contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the 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 facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material 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 Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX H

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

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

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

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

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

APPENDIX I

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)
Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

Motion by _____, seconded by _____, to approve Resolution 2014-08-XX, as follows:

RESOLUTION No. 2014-08-XX
Execution of MDOT State Trunkline Contract
(State Trunkline Contract #2014-0293)

WHEREAS, the Michigan Department of Transportation (MDOT) has submitted a State Trunkline Maintenance Contract; and

WHEREAS, the City of Charlevoix is desirous to approve said contract for maintenance of state trunklines and bridges in the City of Charlevoix.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF CHARLEVOIX CITY COUNCIL, hereby approves MDOT contract number 2014-0293 and authorizes Mayor Norman L. Carlson, Jr. and City Clerk Joyce Golding to sign the agreement.

RESOLVED, this 18th day of August, 2014.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Appointment of the City Clerk

DATE: August 18, 2014

PRESENTED BY: Rob Straebel

ATTACHMENTS:

BACKGROUND INFORMATION:

On August 5, 2014, the citizens of Charlevoix voted 'yes' to adopt the following proposal:

The Charter currently states that the City Clerk is elected for a 2 year term. The proposed amendment would require the City Council to appoint the City Clerk in the same manner as other appointed officials, such as the City Treasurer, and to set the Clerk's compensation.

Shall Sections 2.11, 3.8, 4.4 and 4.7 of the City Charter be amended to provide for the appointment of the City Clerk?

The appropriate Sections in the Charter have been amended and City Attorney Howard confirmed that the Clerk can be appointed immediately.

RECOMMENDATION:

Council must appoint the City Clerk in the same manner as other appointed officials.

Motion to appoint Joyce Golding as the City Clerk of Charlevoix.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: MERS Officer Delegate Appointment

DATE: August 11, 2014

PRESENTED BY: Robert Straebel, City Manager

ATTACHMENTS: Certification Form

BACKGROUND INFORMATION:

City employees are represented at the Michigan Employees Retirement System (MERS) annual meeting by an elected, non supervisory employee and an officer delegate (department head). The City Council needs to appoint an officer delegate to represent the City at the annual meeting in Detroit on September 24-26, 2014.

City employees who participate in MERS have elected Kelly Bradley as their employee delegate and Joseph Niswander as alternate.

RECOMMENDATION:

Recommend City Council approve the Certificate Form as shown (attached) to appoint Joe Zielinski as the officer delegate and Alida Klooster as the alternate delegate.



Municipal Employees' Retirement System of Michigan
 1134 Municipal Way • Lansing, MI 48917
 800.767.MERS (6377) • Fax: 517.703.9707
 www.mersofmich.com

2014 Officer and Employee Delegate Certification Form

MERS 68th Annual Meeting | September 24 – 26, 2014 | Detroit Marriott at the Renaissance Center

Please print clearly • Retain a copy for your records

IMPORTANT: A **voting delegate** registered to attend the **MERS Annual Meeting** is **NOT** confirmed to have voting rights until this form has been received by MERS.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Joe Zielinski

Officer Alternate name

Alida Klooster

Officer delegate and alternate listed above were appointed to serve at the 2014 MERS Annual Meeting by official action of the governing body (or chief judge for a participating court) on _____, 2014.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Kelly Bradley

Employee Alternate name

Joseph Niswander

Employee delegate and alternate listed above were elected to serve at the 2014 MERS Annual Meeting by secret ballot election conducted by an authorized officer on July 28, _____, 2014.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court, and municipality number provided in space at the bottom of certification box.

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for employee delegate and alternate are true and correct.

Employer/municipality name*		Municipality number*	Email address	
City of Charlevoix		1505	mgr@cityofcharlevoix.org	
Employer address	Employer city	Employer state	Employer zip code	
210 State Street	Charlevoix	MI	49720	
Signature of authorized authority*		Printed name		
Title of authorized authority*		Date		

* Required field

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Introduction of an Ordinance to amend Title VI, Chapter 61-Nuisances.

DATE: August 18, 2014

PRESENTED BY: Mike Spencer, City Planner

ATTACHMENTS: Copy of ordinance 2014-XX-XX.

BACKGROUND INFORMATION:

The purpose of this agenda item is to introduce an ordinance that will amend Title VI, Chapter 61 of the City of Charlevoix Code, also known as the Nuisance Ordinance. The City has had a nuisance ordinance since the 1960s and since then numerous revisions have been made. The purpose of this Ordinance is to protect public health and safety, maintain property values, eliminate blighted properties, and more specifically to provide residents general safeguards from “nuisances” such as unsafe or blighted buildings, loud noises, odors from garbage or smoke from campfires, the presence of junk vehicles, building materials, and abandoned construction projects. One aspect of nuisance ordinances that is becoming more and more prevalent in Michigan communities is the ability to regulate or require mediation measures for dilapidated and/or unsafe buildings. There is basic language in our current ordinance about buildings, however due to the advice of our legal counsel and to be consistent with recent court decisions we feel the changes are necessary.

Based on the direction of Council, Staff has worked with our legal counsel to clarify language and add a legally sound process for addressing dangerous and dilapidated buildings. The attached draft ordinance is provided in ~~striketrough~~ and underline format so that City Council and the general public can see what language we are proposing to change.

In addition to these changes, we are proposing that the Police Department take a more active role in enforcement with certain violations and issuing warnings or citations. This is more consistent with other municipalities and provides a team approach between the Planning and Zoning Office and the Police Department to provide better enforcement. Specifically, a designated police officer will be handling violations of the weed ordinance, trash or refuse being placed out at the curb on the wrong days, junk vehicles, and trash, rubbish, scrap iron, and building materials being stored outside of properties. Since I am familiar with the court processes and have testified under oath repeatedly, I will be handling any major violations or issues which will most likely require a court remedy. I will also be handling administration and

enforcement of any dilapidated or unsafe buildings. The language of the ordinance allows for this flexibility and Staff have agreed this is most appropriate and efficient way to handle enforcement that is consistent with other cities.

We would also like to allow for sufficient time for the public to review the proposed changes

RECOMMENDATION:

Motion to set a public hearing on the ordinance revising the Nuisance Ordinance for Monday, September 15, 2014 at 7PM in Council Chambers.

CITY OF CHARLEVOIX
ORDINANCE NO. XXX of 2014
AN ORDINANCE TO AMEND CHAPTER 61 TO TITLE VI, OF THE CHARLEVOIX CITY CODE TO
REGULATE NUISANCES

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Chapter 61, Title VI of the City Code is hereby repealed in its entirety and replaced with the following:

Draft attached.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

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

Ordinance No. XXXX was adopted on the X day of month, A.D. 2014, by the Charlevoix City Council as follows:

Motion by: Councilmember
Seconded by: Councilmember

Yeas:
Nays:
Absent:

State of Michigan)
) ss
City of Charlevoix)

Joyce M. Golding

Clerk

Norman L. Carlson, Jr.

Mayor

CERTIFICATION

I, the undersigned, the Deputy Clerk/Treasurer of the City of Charlevoix, Charlevoix County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. XXX of 2014 adopted by the City Council of the City of Charlevoix, County of Charlevoix, State of Michigan, at a regular meeting held on month day, 2014 and published in the *Charlevoix Courier* on month day, 2014, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Michigan Public Acts of 1976.

Dated:

Stephanie C. Brown, Deputy Clerk/Treasurer

TITLE VI - HEALTH REGULATIONS

CHAPTER 61

NUISANCES

ARTICLE I. IN GENERAL

(Ord. No. 744, 04/19/10)

6.1 Purpose.

It is hereby found and declared that the purposes of this Article are to eliminate public nuisances within all areas of the City of Charlevoix for the protection of the health, safety, morals and general welfare of its residents; to preserve existing values of other properties within or adjacent to such areas and all other areas of the City; and to preserve the taxable value of the property within such areas and all other areas of the City. The purposes include regulating the maintenance and safety of certain buildings and structures for the benefit of the public health, safety, and welfare; to establish administrative requirements and prescribe procedures for the maintenance or demolition of certain buildings and structures; to establish remedies, provide for enforcement, and fix penalties for the violation of this ordinance.

6.2. Definitions. As used in this Article.

"Boat" means every description of watercraft used or capable of being used as a means of transportation on water, including personal watercraft and nonmotorized boats such as canoes, rowboats, and sailboats. Boat, however, does not include an air mattress, paddleboard, paddleboat, boogie board, or similar device used by one (1) or two (2) persons for floating or paddling.

"Building materials" mean lumber, bricks, concrete or cinder blocks, plumbing or heating materials, electrical wiring or equipment, shingles, mortar, concrete or cement, nails, screws, windows and window frames, molding, insulation, tyvec or any other materials used in construction of any structure.

"Dismantled" means the state of having a part or parts removed or missing that are integral to the operation of or required by any law or regulation to be present on a motor vehicle, boat, or other item to which it is normally attached.

"Dock" means a pier, platform, or other structure which, if fully operational, is designed to be extended from the shore over water.

"Dangerous Building Enforcing Agency" means the City, Zoning Administrator, or such other official(s) or agency as may be designated by the City Council to enforce this ordinance. Such persons are authorized to seek advice from a person who has expertise in housing matters including, but not limited to, an engineer, architect, building contractor, building inspector, or member of a community housing organization.

"Dangerous Building Hearing Officer" or "Hearing Officer" means a person appointed by and serving at the pleasure of the City Mayor. The Dangerous Building Hearing Officer shall be a person who has expertise in housing matters including, but not limited to, an engineer, architect, building contractor, building inspector, or member of a community housing organization. An employee of the Dangerous Building Enforcing Agency, or a person whose advice is sought by the Enforcing Agency, shall not be appointed as Hearing Officer.

"Garbage" means rejected food wastes, including waste accumulation of animal, fruit or vegetable matter used or intended for food or that relate to the preparation, use, cooking, dealing in, or storing of meat, fish, fowl, fruit or vegetables.

"Hoist" means a mechanical device attached permanently or temporarily to the bottomland of a lake or river and used to raise or lift a boat out of the water for the purpose of preventing or restricting the motion of the boat.

"Inoperable" means incapable of being used for the purpose or purposes for which an item is designed or normally used, either physically or by operation of law, due to dismantling, disrepair, or the lack of a currently valid Michigan license or registration. In addition, the following items shall be deemed inoperable: any motor vehicle, trailer, recreational vehicle, or snowmobile which lacks functioning tires or treads that permit motion or movement. In addition, a boat shall be deemed inoperable if there are one or more holes in its hull, it lacks any parts necessary for normal use, or the engine does not start when provided fuel.

"Junk" means items or objects that are old, discarded, or not currently being used for the purpose or purposes for which they are designed or normally used, including but not limited to used or salvaged metals and their compounds or combination; used or salvaged rope; rubber; rotting wood; scrap iron; tires and snowmobile treads; parts for motor vehicles, boats, all terrain vehicles, recreational vehicles, snowmobiles, and/or trailers; inoperable or dismantled refrigerators, stoves, dishwashers, dryers, washing machines, and furniture; and inoperable or

dismantled lawn mowers, weed trimmers, snow blowers, snow plows, tractors, and any other machinery used for excavation, maintenance, or snow removal.

"Liquid industrial wastes" means any liquid brine, by-product, industrial wastewater, leachate, off-specification commercial product, sludge, grease-trap clean-out residue, used oil, or other liquid waste produced by, incident to or resulting from industrial or commercial activity except any liquid brine normally used in oil or gas extraction on a site permitted by the Michigan Supervisor of Wells.

"Marine equipment" means any item used or intended for use in conjunction with boats or water related activities, including but not limited to swimming rafts, docks, hoists, dock supports, buoys, outboard motors, oars, boat trailers, sails, rope, masts, anchors, and any other stationary or movable structure intended to support a boat.

"Motor vehicle" means any wheeled vehicle which is self-propelled or intended to be self-propelled regardless of whether the vehicle is designed for off-road use or use on public streets. A motor vehicle includes, but is not limited to cars, trucks, all terrain vehicles, mopeds, motorcycles, scooters, dune buggies and golf carts.

"Person" means an individual, firm, corporation, association, partnership, limited liability company, or other legal entity.

"Recreational Vehicle" means any motor vehicle or trailer capable of being self-propelled or towed that is equipped with living space, sleeping quarters, and associated amenities, including but not limited to motor homes, fifth wheel trailers, pop-up campers, caravans, camper vans, travel trailers, and truck campers.

"Rubbish" means hazardous or non-hazardous, non-putrescible solid wastes, including but not limited to combustible waste such as paper, cardboard, brush, bags, rags, and litter of any kind and non-combustible waste such as metal containers, glass, bedding, crockery, and demolished items, objects, or materials of any kind.

"Sealed container" means a covered, closable container which is fly-proof and watertight such as garbage cans with properly fitting tops or plastic garbage bags which have been closed or twisted shut.

"Snowmobile" means any motor-driven vehicle designed for travel primarily on snow or ice of a type that utilizes sled-type runners or skis, an endless belt tread, or any combination of these or other similar means of contact with the surface upon which it is operated, but is not a vehicle that must be registered under the Michigan vehicle code, being Act No. 300 of the Public Acts of 1949.

"Totally closed structure" means a building capable of being sealed on all sides such as a house, garage or storage shed with a roof, floor and walls or closable doors around its perimeter.

"Trailer" means any wheeled vehicle designed and normally towed behind a motor vehicle which is required to have a currently valid Michigan registration to be lawfully operated on a public highway.

"Vermin" means a noxious or objectionable animal, including but not limited to a mouse, rat, chipmunk, squirrel, skunk, raccoon, or porcupine.

6.3. Nuisances. The following are hereby declared to be nuisances:

- (1) The keeping or storage of building materials outside on private property unless there is in force a valid building permit from the County Building Department for construction on that property and the building materials are for use in such construction.
- (2) The keeping or storage of ashes, junk, garbage or rubbish outside of a totally enclosed structure on private property except in a sealed container designed for the purpose of holding such ashes, junk, garbage, or rubbish.
- (3) The placing of ashes, junk, garbage or rubbish on private property without the owner's permission or on public property. This provision applies regardless of whether the ashes, junk, garbage or rubbish is in a sealed container.
- (4) The keeping or storage of ashes, junk, garbage or rubbish on private property, including inside a building, in such a manner that the items, regardless of the method of containment, have become a breeding ground, food source or habitation of insects or vermin.
- (5) Intentional depositing of liquid petroleum crude oil, liquid petroleum crude oil by-products and derivatives or liquid industrial wastes on the ground.
- (6) A "dangerous building" as defined in MCL 125.539, as amended, or otherwise defined herein, which includes any building or structure, residential or otherwise, that has one or more of the following defects or is in one or more of the following conditions:

- a. A door, aisle, passageway, stairway or other means of exit does not conform to the City Fire Code or applicable Building Code.
- b. A portion of the building or structure is damaged by fire, wind, flood or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of the Housing Law of Michigan, Public Act 167 of 1917, as amended, (MCL 125.401, et seq.), or the applicable Building Code for a new building or structure, purpose or location.
- c. A part of the building or structure is likely to fall, become detached or dislodged, or collapse, and injure persons or damage property.
- d. A portion of the building or structure has settled to such an extent that walls or other structural portions of the building or structure have materially less resistance to wind than is required in the case of new construction by the Housing Law of Michigan, Public Act 167 of 1917, as amended, (MCL 125.401, et seq.), or the applicable Building Code.
- e. The building or structure, or a part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, or the removal or movement of some portion of the ground necessary for the support, or for other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fall or give way.
- f. The building or structure, or a part of the building or structure, is manifestly unsafe for the purpose for which it is used, or otherwise determined by the Enforcement Agency to be unsafe due to any of the following defects or because it is in any of the following conditions:
 - i. A structure, because of dilapidation, decay, damage, faulty construction, or otherwise which is unsanitary or unfit for human use;
 - ii. The building or structure, or a part of the building or structure, has light, air, or sanitation facilities which are inadequate to protect the health, safety, or general welfare of those who live or may live within;
 - iii. The building or structure, or a part of the building or structure, in such a condition so as to constitute a nuisance, as defined by this Code;
 - iv. The building or structure, or a part of the building or structure, is hazardous to the safety, health, or general welfare of the people of the city by reason of inadequate maintenance, dilapidation, or abandonment;
 - v. The building or structure, or a part of the building or structure, has been damaged by fire, wind, flood, or by any other cause to such an extent as to be dangerous to the life, safety, health, or general welfare of the people living in the city;

- vi. The building or structure, or a part of the building or structure, has become damaged to such an extent that the cost of repair to place it in a safe, sound, and sanitary condition exceeds 50 percent of the assessed valuation of the structure, at the time when repairs are to be made.
- g. The building or structure is damaged by fire, wind or flood, or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful or immoral act.
- h. A building or structure used or intended to be used for dwelling purposes, including the adjoining grounds, because of dilapidation, decay, damage, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation, is in a condition that the health officer of the City or county determines is likely to cause sickness or disease, or is likely to injure the health, safety or general welfare of people living in the dwelling.
- i. A building or structure is vacant, dilapidated and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.
- j. A building or structure remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease or rent with a real estate broker licensed under Article 25 of the Occupational Code, Public Act 299 of 1980, (MCL 339.2501, et seq.), or is not publicly offered for sale by the owner. This subdivision does not apply to either of the following:
 - i. A building or structure as to which the owner or agent does both of the following: (1) Notifies the City Planning and Zoning Department that the building or structure will remain unoccupied for a period of 180 consecutive days. The notice shall be given by the owner or agent not more than 30 days after the building or structure becomes unoccupied. AND (2) Maintains the exterior of the building or structure and adjoining grounds in accordance with this ordinance and the Housing Law of Michigan, Public Act 167 1917, as amended, (MCL 125.401, et seq.), or the Building Code.
 - ii. A secondary dwelling of the owner that is regularly unoccupied for a period of 180 days or longer each year, if the owner notifies the Police Department that the dwelling will remain unoccupied for a period of 180 consecutive days or more each year. An owner who has given the notice prescribed by this subparagraph shall notify the Planning and Zoning Department not more than 30 days after the dwelling no longer qualifies for this exception. As used in this subparagraph, "secondary dwelling" means a dwelling such as a vacation home, hunting cabin or summer home, that is occupied by the owner or a member of the owner's family during part of year.

~~a. The existence of any structure or damaged partial structure which because of fire, wind or other natural disaster or physical deterioration is no longer habitable as a dwelling, nor currently useful for any other purposes for which it may have been intended.~~

- ~~(7) The existence of any vacant building, garage, house or outbuilding unless such structure is kept secure from entry by the public.~~
- (8) Except as required by law, the distributing, placing, posting, or affixing of posters, notices, or handbills on private property without consent of the owner or occupant or in a public right-of-way; provided, however, notices which do not cause a visual obstruction to traffic or pedestrians may be placed on public utility poles.
- (9) The existence of any pond, pool of water, or vessel holding stagnant water which serves as a breeding ground for insects.
- (10) The emission of fumes or gas in such quantities as to cause discomfort to a person of normal sensory acuity at an adjoining property or public place.
- (11) Any vehicle used for an illegal purpose.
- (12) Any use of public streets or public sidewalks, or both, which causes a crowd to gather and obstructs the free, lawful movement of people and vehicles along said streets and sidewalks.
- (13) Spitting on any sidewalk or on the floor or seat of any public carrier, or on the floor, wall, seat or equipment of any public place.
- (14) Keeping or housing any animals or domestic fowl within the city other than dogs, cats, birds or animals commonly classified as pets. For the purposes of this subsection the term "dog" shall include the male and female of the dog family or genus canis.
- (15) The keeping of any inoperable or dismantled icebox, refrigerator or similar airtight container having a door or access with a magnetic seal, snap latch or other locking device, in a place accessible by children without first removing the magnetic seal, snap latch or locking device or doors, or securely locking same.

(16) Except as provided in subsections (16)(a) - (b), the keeping or storage of inoperable or dismantled motor vehicles, boats, all terrain vehicles, recreational vehicles, snowmobiles, and/or trailers outside of a totally enclosed structure on private property.

(a) An inoperable or dismantled motor vehicle, boat, all terrain vehicle, recreational vehicle, snowmobile, and/or trailer may be kept outside of a totally enclosed structure on private property for no more than fifteen (15) days for the purpose of being repaired or awaiting repairs. This subsection shall apply to individuals making the repairs and to gas and service stations engaged in the business of making repairs.

(b) An inoperable or dismantled motor vehicle, boat, all terrain vehicle, recreational vehicle, snowmobile, and/or trailer may be kept outside of a totally enclosed structure on private property for no more than fifteen (15) days for the purpose of being marketed for sale.

(c) For purposes of section 6.3(16)(a) & (b), a motor vehicle, boat, all terrain vehicle, recreational vehicle, snowmobile, and/or trailer that is possessed by a business which sells or repairs any of those items shall not be considered inoperable or dismantled solely because the item is unlicensed.

(17) The keeping or storage of inoperable or dismantled marine equipment outside of a totally enclosed structure on private property.

(18) Except as provided in subsection (18)(a), the existence of tanks, pumps lifts, jacks, air compressors or similar equipment outside of a totally enclosed structure.

(a) Service stations, repair shops, gas stations, construction companies, or similar businesses shall be allowed to store or keep tanks, pumps lifts, jacks, air compressors or similar equipment outside of a totally enclosed structure provided that any such item is in operable condition and is actively used for its intended purpose as part of the business.

6.4 Inspection.

City representatives shall have the duty and the right to inspect property or buildings to determine violations of or compliance with this Article. City representatives may exercise this right of inspection by consent of the person having the possession of the property or building or by an administrative search warrant issued by a court of competent jurisdiction.

6.5. Prohibition.

No person shall commit, create, or maintain any nuisance. No person shall knowingly permit the existence of a nuisance on the property owned or possessed by such person. It shall be unlawful for any owner or agent thereof to keep or maintain any building or part thereof which is a dangerous building as defined in Section 6.3(6).

6.6. Industrial Usage.

The storage or keeping of salvageable metal or wood shall not be prohibited on property on which is located a factory engaged in manufacturing, assembling or machining as long as the salvageable metal or wood is for resale or reuse by the occupant of the property.

6.7. Separate Court Action, Nuisance Per Se.

Nothing in this Ordinance shall prohibit the City or any interested party from seeking such other relief as may be permitted in law or in equity regarding the existence of a nuisance. A violation of this Article is deemed to be a nuisance per se.

6.8 Notice of Dangerous Building; Hearing; Order

A. Notice Requirement. Notwithstanding any other provision of this ordinance, if a building or structure is found to be a dangerous building as defined in Section 6.3(6) of this Ordinance, the Dangerous Building Enforcing Agency may issue a notice that the building or structure is a dangerous building. The notice shall state the grounds for the Enforcing Agency's determination that the building or structure is a dangerous building.

B. Parties Entitled to Notice. The notice shall be served on each owner of or party in interest in the building or structure in whose name the property appears on the last local tax assessment records of the City.

C. Contents of Notice. The notice shall specify the time and place of a hearing on whether the building or structure is a dangerous building and state that the person to whom the notice is directed shall have the opportunity at the hearing to show cause why the Hearing Officer should not order the building or structure to be demolished, otherwise made safe, or properly maintained.

D. Service of Notice. The notice shall be in writing and shall be served upon the person to whom the notice is directed either personally or by certified mail, return receipt requested, addressed to the owner or party in interest at the address shown on the tax records. If a notice is served upon a person by certified mail, a copy of the notice shall also be posted upon a conspicuous part of the building or structure. The notice shall be served upon the owner or party in interest at least 10 days before the date of the hearing included in the notice.

6.9 Dangerous Building Hearing Officer; Duties; Hearing; Order

A. Filing Dangerous Building Notice with Hearing Officer. The Dangerous Building Enforcing Agency shall file a copy of the notice of the dangerous condition of any building with the Hearing Officer.

B. Hearing Testimony and Decision. At the hearing, the Hearing Officer shall take testimony of the Dangerous Building Enforcing Agency, the owner of the property, and any interested party. Not more than five days after completion of the hearing, the Hearing Officer shall render a decision either closing the proceedings or ordering the building or structure demolished, otherwise made safe, or properly maintained, and where applicable shall fix a time for the owner, agent, or lessee to comply with the order. The Hearing Officer shall make factual findings supporting its conclusions.

C. Noncompliance with Hearing Officer Order/Request to Enforce Order. If the owner, agent or lessee fails to appear or neglects or refuses to comply with the Hearing Officer order, the Hearing Officer shall file a report of the findings and a copy of the order with the City Council not more than five days after noncompliance by the owner and request that necessary action be taken to enforce the order. A copy of the findings and order of the Hearing Officer shall be served on the owner, agent or lessee in the manner prescribed in Section 6.8(D) of this Article.

6.9: Enforcement Hearing Before the City Council

The City Council shall fix a date not less than 30 days after it receives the request for action and shall give notice to the owner, agent or lessee in the manner prescribed in Section 6.8(D) of this Article of the time and place of the hearing. At the hearing, the owner, agent or lessee shall be given the opportunity to show

cause why the order should not be enforced. The City Council shall either approve, disapprove or modify the order. If the City Council approves or modifies the order, the City Council shall take all necessary action to enforce the order. If the order is approved or modified, the owner, agent or lessee shall comply with the order within 60 days after the date of the hearing under this section. In the case of an order of demolition, if the City Council determines that the building or structure has been substantially destroyed by fire, wind, flood or other natural disaster and the cost of repair of the building or structure will be greater than the state equalized value of the building or structure, the owner, agent or lessee shall comply with the order of demolition within 21 days after the date of the hearing under this section.

6.10 Implementation and Enforcement

A. Implementation of Order by Township. In the event of the failure or refusal of the owner or party in interest to comply with the decision of the City Council as applicable, the City Council may, in its discretion, contract for the demolition, making safe or maintaining the exterior of the building or structure or grounds adjoining the building or structure.

B. Reimbursement of Costs. The costs of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure, incurred by the City to bring the property into conformance with this ordinance shall be reimbursed to the City by the owner or party in interest in whose name the property appears. The cost of demolition includes, but is not limited to, fees paid to hearing officers, costs of title searches or commitments used to determine the parties in interest, recording fees for notices and liens filed with the county register of deeds, demolition and dumping charges, court reporter attendance fees, and costs of the collection of the charges authorized under MCL 125.541.

C. Notice of Costs. The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the City assessor of the amount of the costs of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure, by first class mail at the address shown on the City records.

D. Lien for Unpaid Costs. If the owner or party in interest fails to pay the costs within 30 days after mailing by the assessor of the notice of the amount of the cost, in the case of a dwelling, the City shall have a lien for the costs incurred by the City to bring the property into conformance with this ordinance. The lien shall not take effect until notice of the lien has been filed or recorded as provided by law. A lien provided for in this subsection does not have priority over previously filed or recorded liens and encumbrances. The lien for the costs shall be collected and treated in the same manner as provided for property tax liens under the

General Property Tax Act, Public Act 206 of 1893, as amended, (MCL 211.1, et seq.).

E. Court Judgment for Unpaid Costs. In addition to other remedies under this ordinance, the City may bring an action against the owner of the building or structure for the full cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. A judgment in an action brought pursuant to this Article may be enforced against assets of the owner other than the building or structure. The City shall have a lien on the property for the amount of a judgment obtained under this subsection. The lien provided for in this subsection shall not take effect until notice of the lien is filed or recorded as provided by law. The lien does not have priority over prior filed or recorded liens and encumbrances.

ARTICLE II. NOISE CONTROL

6.20. Excessive noise declared nuisance.

All loud or unusual noises or sounds and annoying vibrations which offend the peace and quiet of persons of ordinary sensibilities are hereby declared to be public nuisances.

6.21. Specific offenses.

Each of the following acts is declared unlawful and prohibited, but this enumeration shall not be deemed to be exclusive, namely:

- (1) *Animal and Bird Noises.* The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort or repose of any person.
- (2) *Construction Noises.* The erection (including excavating therefor), demolition, alteration or repair of any building, and the excavation of streets and highways, on Sundays, and other days, except between the hours of 7 o'clock A. M. and 6 o'clock P.M., unless a permit be first obtained from the City Manager.
- (3) *Sound Amplifiers.* Use of any loud speaker, amplifier or other instrument or device, whether stationary or mounted on a vehicle for any purpose except one which is non-commercial in character and when so used shall be subject to the following restrictions:
 - (a) The only sounds permitted are music or human speech.
 - (b) Operations are permitted for four (4) hours each day, except on Sundays and legal holidays when no operations shall be authorized. The permitted four (4) hours of operation shall be as designated by the Chief of Police.
 - (c) Sound amplifying equipment mounted on vehicles shall not be operated unless the sound truck upon which such equipment is mounted is operated at a speed of at least ten (10) miles per hour except when said truck is stopped or impeded by traffic.

- (d) Sound shall not be issued within one hundred (100) yards of hospitals, schools or churches.
 - (e) The volume of sound shall be controlled so that it will not be audible for a distance in excess of one hundred (100) feet from the sound amplifying equipment and so that the volume is not unreasonably loud, raucous, jarring, disturbing, or a nuisance to persons within the area of audibility.
- (4) *Engine Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, or motor vehicle except through a muffler or other device which effectively prevents loud or explosive noises therefrom.
 - (5) *Handling Merchandise.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.
 - (6) *Blowers.* The discharge into the open air of noise from a compressor, blower or power fan unless the noise from such compressor, blower or fan is muffled sufficiently to deaden such noise.
 - (7) *Hawking.* The hawking of goods, merchandise, or newspapers in a loud and boisterous manner.
 - (8) *Horns and Signal Devices.* The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching, apparently out of control, or to give warning of intent to get under motion, or if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time.
 - (9) *Radio and Musical Instruments.* The playing of any radio, television set, phonograph, or any musical instrument in such a manner or with such volume, particularly during the hours between 11 o'clock P.M. and 7 o'clock A.M., or the making of any such noise at any time so as to annoy or disturb the quiet, comfort, or repose of persons in any school, place of worship, or office, or in any dwelling, hotel, or other type of residence, or of any persons in the vicinity.
 - (10) *Shouting and Whistling.* Yelling, shouting, hooting, whistling, or singing or the making of any other loud noise on the public streets between the hours of 11 o'clock P.M. and 7 o'clock A.M., or the

making of any such noise at any time so as to annoy or disturb the quiet, comfort, or repose of persons in any school, place of worship, or office, or in any dwelling, hotel, or other type of residence, or of any person in the vicinity.

- (11) *Whistle or Siren.* The blowing of any whistle or siren, except to give notice of the time to begin or stop work or as a warning of fire or danger.

6.22. Exceptions.

None of the terms or prohibitions of section 6.21 shall apply to or be enforced against:

- (1) **Emergency Vehicles.** Any police or fire vehicle or any ambulance, while engaged upon emergency business.
- (2) **Highway Maintenance and Construction.** Excavations or repairs of bridges, streets, or highways by or on behalf of the City or the State of Michigan, during the night, when the public safety, welfare, and convenience renders it impossible to perform such work during the day.

6.25–6.29 Repealed. (Ord. No. 658, 03-06-00).

ARTICLE III. VIOLATIONS

6.30. Violations.

A violation of Section 6.21(9) or Section 6.21(10) shall be a misdemeanor. A violation of any other provision of this Chapter, including failing or refusing to comply with an order approved or modified by the City under Article I, -shall be a municipal civil infraction subject to a civil fine of not more than \$500.00 plus costs, which may include all direct or indirect expenses to which the City has spent in connection with the violation. Each day a violation of this Chapter continues to exist constitutes a separate violation.

(Ord. No. 658, §45, 03-06-00)

CHAPTER 62

LITTER

6.41. Definitions.

In the interpretation of this Chapter the following definitions shall apply, except where the context clearly indicates that another meaning is intended:

- (1) "Private premises" shall mean any lot or parcel of land owned or occupied by any person whether or not improved with any dwelling, house, building, or other structure, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to any dwelling, house, building or other structure erected thereon.
- (2) "Public place" shall mean any and all streets, sidewalks, boulevards, alleys, or other public ways and any and all public parks, squares, spaces, grounds and buildings.
- (3) "Garbage" shall mean decaying animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
- (4) "Refuse" shall mean all decaying and nondecaying solid wastes including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, junk and solid market and industrial wastes.
- (5) "Rubbish" shall mean nondecaying solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.
- (6) "Litter" shall mean garbage, refuse, and rubbish as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

6.42. Litter in Public Places.

No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the City except in public receptacles, in authorized private receptacles for collection, or in official City dumps.

6.43. Use of Waste Receptacles.

Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

6.44. Sweeping Litter into Gutters.

No person shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter.

6.45. Merchants' Duty to Keep Sidewalks Clean.

No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter from any building or lot. Persons owning or occupying places of business within the City shall keep the sidewalk in front of their business premises free of litter.

6.46. Litter on Occupied Private Property.

No person shall throw or deposit litter on any private premises within the City whether owned by such person or not, except that the owner or person in control of occupied private premises may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.

6.47. Persons to Maintain Premises Free of Litter.

The owner, occupant, or person in control of any private premises shall at all times maintain the premises free of litter. Provided, however, that this section shall not prohibit the storage of litter in authorized private receptacles for collection.

(Ord. No. 658, §16, 03-06-00)

6.48. Enforcement.

The chief of police or his designee is hereby charged with the enforcement of this Chapter. No person being the owner, occupant, or person in control of any private premises shall accumulate or permit the accumulation of any litter on the private premises owned, controlled or occupied by such person in a manner prohibited by the provisions of this Chapter.

(Ord. No. 658, §17, 03-06-00)

6.49. Nuisance Per Se.

A violation of this Chapter is hereby declared to constitute a nuisance per se. Upon application to any court of competent jurisdiction, the court may order the nuisance abated and/or the violation restrained and enjoined. Relief sought pursuant to this section shall not operate to preclude the enforcement of this Chapter pursuant to Section 1.12 or A of this Code.

(Ord. No. 658, §18, 03-06-00)

CHAPTER 63
WEED CONTROL*
(Ord. No. 630, 12-04-95)

6.71. Weed Growth Prohibited.

No person owning and/or occupying any premises in the City of Charlevoix shall permit or maintain on any such premises any growth of noxious weeds; nor any growth of grass or any growth of grass or other rank vegetation to a greater height than twelve (12) inches on the average; nor any accumulation of dead weeds, grass or brush. "Noxious weeds" shall include Canada thistle (*Cirsium arvense*), dodders (any species of *Cuscuta*), mustards (charlock, black mustard and Indian mustard, species of *Brassica* or *Sinapis*), Wild Carrot (*Daucus Carota*), bindweed (*Convolvulus arvensis*), perennial sowthistle (*Sonchus arvensis*), hoary alyssum (*Berteroa incana*), ragweed (*Ambrosia elatior 1*), poison ivy (*Rhus toxicodendron*) and poison sumac (*Toxicodendron vernix*). The term "person," as used in this chapter, means an individual, partnership, corporation, limited liability company or any other legal entity.

6.72. Duty of Occupant or Owner.

It shall be the duty of the occupant as well as the owner of every premises within the city to cut and remove or destroy by lawful means all such noxious weeds and grass, as often as may be necessary to comply with the provisions of section 6.71; provided, that the cutting, removing or destroying of such weeds and grass at least once in every three (3) weeks between June 1 and September 15 of each year shall be deemed to be compliance with this chapter.

6.73. When City to Do Work.

If there is not compliance with the provisions of sections 6.71 and 6.72, the city manager shall notify the occupant or owner of such premises to comply with the provisions of said sections within ten (10) days after service of such notice. Notice shall be given in accordance with section 1.11 of this Code. If there is no compliance with such notice within the specified time, the city manager shall cause such weeds, grass and other vegetation to be removed or destroyed and the actual cost of such cutting, removal or destruction including supervision and overhead costs shall be a lien against the premises and collected in the manner prescribed in Act 359 of the Public Acts of 1941, as amended. The city manager shall be commissioner of noxious weeds of the city and shall serve as such without additional compensation.

6.74. Alternative Publication.

In lieu of the notice required by section 6.73, the city manager may publish a notice in a newspaper of general circulation in the city during the month of March. The notice shall state that vegetation not cut by June 1 of that year will be cut by the city. It shall also state the continuing obligation of a person to comply with this chapter and that the owner of the property may be charged with the cost of compliance pursuant to section 6.73. The notice shall also contain such other information as is required by Act 359 of the Public Acts of 1941, as amended.

CHAPTER 64
MASS GATHERINGS*

(Ord. No. 598)

*Editor's note—Ordinance No. 598 did not specifically amend the Code; hence, inclusion of §§1-3 as Ch. 64, §§ 6.91-6.63, was at the discretion of the editor.

Cross reference(s)—Parks and public grounds, Tit. III; streets and sidewalks, Tit. IV; licenses, Ch. 71; police regulations, Tit. IX.

6.91. Definitions.

The following terms, as used in this chapter, are hereby defined to mean:

- (1) *City* shall mean the City of Charlevoix.
- (2) *City Manager* shall mean the person appointed by the city pursuant of Article III, Section 3.3 of the City Charter for the City of Charlevoix or his or her designee.
- (3) *Licensee* shall mean any person to whom a license is issued pursuant to this Ordinance.
- (4) *Mass gathering* shall mean an organized outdoor event of two thousand (2,000) people or more held at a single location on either public or private land within the city.
- (5) *Sponsor* shall mean any person who organizes, promotes, conducts, or causes to be organized, promoted or conducted a mass gathering.

(Ord. No. 598, §1, 05-04-92; Ord. No. 599, §1, 08-17-92; Ord. No. 658, 03-06-00)

6.92. License.

- (a) *Required.* A person shall not sponsor, maintain, conduct, promote or permit a mass gathering in the city without first obtaining a license from the city for each mass gathering

- (b) *Application.* No later than twenty (20) days before the proposed mass gathering, the sponsor(s) of the mass gathering shall submit in writing an application for a mass gathering license to the city manager on such forms and in such manner as the city manager prescribes. The application shall contain:
- (1) The name(s), address(es) and telephone number(s) of the proposed mass gathering sponsor(s);
 - (2) The date(s) and estimated hours of the proposed mass gathering;
 - (3) A description of the kind, character and type of mass gathering proposed;
 - (4) The address of location of the site at which the proposed mass gathering will be held, including a written statement from the property owner consenting to the use of his or her property for the proposed mass gathering; and
 - (5) An estimate of the maximum number of people expected to attend the proposed mass gathering.
- (c) *Application fee.* Each application for a mass gathering license shall be accompanied by a nonrefundable fee in an amount established, from time to time, by the city council by resolution.
- (d) *Action on application.* After receiving an application for a mass gathering license and the appropriate fee, the city manager shall consider the information contained in the application and shall, if necessary, investigate or cause to be investigated the circumstances surrounding the proposed mass gathering, the number of people anticipated to attend, whether there is a conflict with other uses of the site, the increased demands on the city's police and fire department resources, and the sponsor's plans to provide adequate food and water facilities, bathroom facilities, disposal of solid waste and garbage and vehicle parking and access to the site. Within fifteen (15) days after receiving an application for a mass gathering license, the city manager shall approve the application and issue the mass gathering license, unless after considering the above factors, he or she finds by a preponderance of the evidence that holding the mass gathering as proposed in the application would be detrimental to the public health, safety and welfare of the city. If the city manager denies a mass gathering license, he or she shall send written notice of the denial, including the reasons for

the denial, to the sponsor(s) by certified mail within five (5) days of the denial decision.

(Ord. No. 598, §1, 05-04-92)

6.93. Nuisance Per Se.

A violation of Section 6.92(a) is hereby declared to be a nuisance per se and any action and violation thereof may be immediately enjoined in the Charlevoix County Circuit Court. Enforcement of this Section shall not preclude enforcement for violation of this Chapter pursuant to Section 1.12 of this Code.

(Ord. No. 598, 05-04-92, Ord. No. 658, 03-06-00)