



AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, September 18, 2017- 7:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - September 5, 2017
 - B. Accounts Payable and Payroll Check Registers
 - C. MDOT Runway Visual Guidance System Contract Agreement
 - D. MDOT Sponsor Contract Agreement Resolution
 - E. Charlevoix County Community Foundation Grant Application
- 6. Public Hearings and Actions Requiring Public Hearings**
- 7. All Other Actions and Requests**
 - A. Purchase of a Patrol Vehicle and EMS Vehicle
Gerard Doan, Police Chief
 - B. Wayfinding Signage Design Recommendation
Lindsey Dotson, Charlevoix Main Street DDA Director
 - C. Downtown Tree Lights
Lindsey Dotson, Charlevoix Main Street DDA Director
 - D. Revised Airport Hangar Lease Terms
Mark L. Heydlauff, City Manager
 - E. Set Public Hearing: Vacation of Ferry Avenue Right of Way
Mark L. Heydlauff, City Manager
 - F. Set Public Hearing: Short Term Rental Ordinance
Mark L. Heydlauff, City Manager
 - G. Water/Wastewater Treatment Plant Administration
Mark L. Heydlauff, City Manager

8. Reports and Communications

- A. Public Comments
- B. City Manager Comments
- C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

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

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - September 5, 2017

DATE: September 18, 2017

ATTACHMENTS:

- ▣ City Council Meeting Minutes - September 5, 2017

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, September 5, 2017 – 7:00 p.m.
Council Chambers, 210 State Street, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Deputy Mayor Shane Cole.

1. Pledge of Allegiance

2. Roll Call

Deputy Mayor: Shane Cole
Members Present: Councilmembers Shirley Gibson, Aaron Hagen, Janet Kalbfell, Tom Oleksy, Leon Perron
Members Absent: Mayor Luther Kurtz
City Manager: Mark Heydlauff
City Clerk: Joyce Golding

3. Presentations

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

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

- A. City Council Meeting Minutes – August 21, 2017 Regular Meeting
- B. Accounts Payable and Payroll Check Registers
 - a. Special Accounts Payable Check Register – August 23, 2017
 - b. Regular Accounts Payable Check Register – September 6, 2017
 - c. ACH Payments – August 21, 2017 to August 28, 2017
 - d. Payroll Check Register – August 25, 2017
 - e. Payroll Transmittal – August 25, 2017
 - f. Tax Disbursement – September 6, 2017
- C. Accept 2017 Energy Optimization Program and Renewable Energy Plan

Motion by Councilmember Hagen, second by Councilmember Oleksy, to approve the Consent Agenda.

Yeas: Hagen, Gibson, Kalbfell, Cole, Perron, Oleksy
Nays: None

6. Public Hearings & Actions Requiring Public Hearings

A. Historic District Commission Ordinance

City Manager Heydlauff stated that Historic District Commission Chair Ken Polakowski requested that their Statement of Purpose be expanded to include the investigation and nomination of properties to list in the National Register of Historic Places. Prior to Council considering this ordinance amendment for approval, the City Charter requires a public hearing.

Deputy Mayor Cole opened the public hearing at 7:02 p.m. There were no comments and the hearing was closed.

CITY OF CHARLEVOIX
ORDINANCE NO. 783 of 2017
AN ORDINANCE TO AMEND TITLE I, CHAPTER 7,
ARTICLE VI – HISTORIC DISTRICT COMMISSION AND HISTORIC DISTRICT GOVERNING ORDINANCE, SECTION 2

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title I, Chapter 7, Article VI, Section 2 (1.502) Statement of Purpose shall be amended to add a new sub-part 6 to read:

(6) Investigate and advocate the nomination of properties within the City of Charlevoix for listing in the National Register of Historic Places.

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. 783 was adopted on the 5th day of September, 2017 A.D., by the Charlevoix City Council as follows:

Motion by: Councilmember Kalbfell
Seconded by: Councilmember Perron

Yeas: Hagen, Gibson, Kalbfell, Cole, Perron, Oleksy
Nays: None

State of Michigan)
) ss
City of Charlevoix)

Motion by Councilmember Kalbfell, second by Councilmember Perron, to approve Ordinance No. 783 of 2017.

Yeas: Hagen, Gibson, Kalbfell, Cole, Perron, Oleksy
Nays: None

7. All Other Actions & Requests

8. Reports & Communications

A. Public Comments

B. City Manager Comments

City Manager Heydlauff reported on the following:

- Airport taxiway improvements began today
- Hurlbut Street improvements started this morning; status of and general timeline for the remaining road work this fall
- Michigan Beach design request for proposal was issued; bids will be assessed in September and a recommendation forthcoming

C. Mayor & Council Comments

Councilmember Oleksy felt that a stop sign should be installed at Antrim and Park to alleviate congestion. City Manager Heydlauff stated that Chief Doan studied the area in the spring and installed a stop sign at Sheridan to control speed. Deputy Mayor Cole suggested that Chief Doan could reevaluate the area and explain his safety recommendations to Council.

9. Other Council Business

10. Adjourn

The Deputy Mayor adjourned the meeting at 7:10 p.m.

Joyce M. Golding	City Clerk	Shane Cole	Deputy Mayor
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Special Accounts Payable – 08/23/2017

AT&T LONG DISTANCE	110.80	METLIFE SMALL BUSINESS CENTER	715.27
CHARLEVOIX STATE BANK	5,559.72	PRIORITY HEALTH	38,854.52
CHARTER COMMUNICATIONS	977.70	VERIZON WIRELESS	56.72
DELTA DENTAL	3,460.92	VISION SERVICE PLAN	495.94
GREAT LAKES ENERGY	197.35	TOTAL	50,428.94

Regular Accounts Payable – 09/06/2017

4IMPRINT INC	95.87	CHEMICAL SYSTEMS INC.	2,240.00
ALTEC INDUSTRIES INC	354.09	CHEMSEARCH	176.28
AMERICAN TOTAL SECURITY INC	816.40	CINTAS CORPORATION	63.74
AMERICAN WASTE INC.	60.00	CINTAS CORPORATION #729	60.89
ANDY'S CLEANING SYSTEMS	58.80	COOK FAMILY FARMS	39.00
ARCADIA BENEFITS GROUP INC	25.00	DCASSESSING SERVICES	4,371.08
AVFUEL CORPORATION	46,795.92	DeROSIA, PATRICIA E.	50.00
BEHAN WINDOW CLEANING	280.00	DERRER OIL & PROPANE CO	1,578.23
CENTRAL DRUG STORE	68.69	DOAN, GERARD P.	50.00
CHARLEVOIX COMMUNITY SHOPPER	299.00	DOTSON, LINDSEY J.	50.00
CHARLEVOIX SCREEN MASTERS INC	294.00	EISENBERG, GARY	25.00
CHARLEVOIX TOWNSHIP	15.00	EJ USA INC.	824.68

ELLIOTT, PATRICK M.	50.00	OTEC	330.23
EVANS, HAL	50.00	PHYSICIAN'S CLINIC OF CHARLEVOIX	40.00
FARMER WHITE'S	37.00	PICTURE THIS	47.48
FASTENAL COMPANY	83.69	PLUNKETT & COONEY	1,620.00
FISHER SCIENTIFIC	716.96	POND HILL FARM LLC	106.00
FLAGPOLES ETC INC	909.00	PREFERRED WASTE 2 LLC	1,150.00
GOLDING, JOYCE M.	50.00	PREIN & NEWHOF	10,802.01
GOLF ASSOCIATION OF MICHIGAN	68.00	PRO WEB MARKETING LLC	30.00
GRAINGER	87.96	REHMANN-ROBSON & CO	3,900.00
GREEN GUARD	83.74	RUSTIC BAKER	16.00
GRIFFIN BEVERAGE CO	40.00	SHINDORF BUILDERS	1,503.00
GRP ENGINEERING INC.	2,000.00	SIEGRIST, DAVID	186.00
H2O TOWERS LLC	5,000.00	SLC METER LLC	112.04
HANKINS, SCOTT A.	50.00	SNAP-ON	436.60
HEID, THOMAS J.	50.00	SPARTAN DISTRIBUTORS INC	229.35
HEYDLAUFF, MARK L	50.00	SPEED TECH EQUIPMENT	1,079.08
IDEXX DISTRIBUTION INC.	1,102.20	STANDARD ELECTRIC CO	18.60
JACK DOHENY SUPPLIES INC	223.07	SUPERIOR MECHANICAL	180.00
JANE'S SASSY SALSA	12.00	SURFACE ECO BLAST	150.00
KIRINOVIC, THOMAS F.	50.00	SWEM, DONALD L.	50.00
KLOOSTER, ALIDA K.	50.00	TERMINAL SUPPLY CO	463.33
KSS ENTERPRISES	349.02	THE BANK OF NEW YORK MELLON N.A.	113,452.02
KUCZBORSKI, JOSEPH	50.00	TIMMS, ROBERT	200.00
LAKE FOREST BAKING COMPANY	138.00	TRAVERS, MANUEL J.	50.00
LAKESHORE TIRE & AUTO SERVICE	613.34	TRI-TURF	951.64
LEESE, M. CHRIS	232.00	UNIFIRST CORPORATION	916.46
LONG DAY COFFEE LLC	67.00	UP NORTH PROPERTY SERVICES LLC	5,510.00
MACDONALD GARBER	400.00	USA BLUE BOOK	225.27
MAYER, SHELLEY L.	50.00	VAN'S BUSINESS MACHINES	88.55
MCGINN, KELLY A.	50.00	VILLAGE GRAPHICS INC.	32.50
MICHIGAN MUNICIPAL LEAGUE	16,049.00	WELLER, LINDA J.	50.00
MICHIGAN POLICE EQUIPMENT	309.00	WORK & PLAY SHOP	121.76
MILLER, WILLIAM S.	50.00	WURST, RANDALL W.	50.00
MOSORYAK, VICKIE	100.00	WYMAN, MATTHEW A.	50.00
NORMAN, DON	25.22	ZIPP JR, DAN	62.56
NORTHERN SAFETY CO INC	230.40		
OLSON, LEAH	75.00	TOTAL	232,453.75

ACH Payments – 08/21/2017 to 08/28/2017

MI PUBLIC POWER AGENCY	48,272.91	VANTAGEPOINT (401 ICMA PLAN)	713.94
MI PUBLIC POWER AGENCY	223,246.28	VANTAGEPOINT (457 ICMA PLAN)	12,941.16
MERS (DEFINED BENEFIT PLAN)	29,955.37	VANTAGEPOINT (ROTH IRA)	1,061.53
IRS (PAYROLL TAX DEPOSIT)	38,929.48	MI PUBLIC POWER AGENCY	13,257.45
ALERUS FINANCIAL (HCSP)	420.00		
STATE OF MI (WITHHOLDING TAX)	5,638.55	TOTAL	374,436.67

Payroll Net Pay – Pay Period Ending 08/19/2017 (Paid 08/25/2017)

WELLER, LINDA JO	1,499.87	KLOOSTER, PATRICK H.	1,050.59
HEYDLAUFF, MARK L.	2,161.23	BINGHAM, LARRY E.	836.39
GOLDING, JOYCE M.	1,132.69	ENGSTROM, TYLER A.	600.58
DEROSIA, PATRICIA E.	932.48	WARNER, PAYTON J.	634.21
DOTSON, LINDSEY J.	1,421.14	MATELSKI, RYAN G.	440.56
LOY, EVELYN R.	1,050.16	KLINGER, LUCAS D.	537.03
KLOOSTER, ALIDA K.	1,566.57	GREENE, GLORIA C.	645.24
GOLOVICH, KAREN J.	970.67	DAVIS, LEAH R.	606.86
SPENCLEY, PATRICIA L.	1,127.83	TELGENHOF, WILL G.	645.24
MILLER, FAITH G.	25.74	WILLIAMS, BRANDON S.	585.59
LEESE, MERRI C.	402.98	CARLSON, JOSHUA A.	390.86
MCGINN, KELLY A.	1,617.99	GREYERBIEHL, KELLY M.	689.10
JONES, JANET M.	506.17	WURST, RANDALL W.	1,213.43
DOAN, GERARD P.	1,603.59	MAYER, SHELLEY L.	1,564.84
SCHLAPPI, JAMES L.	1,125.07	HILLING, NICHOLAS A.	1,560.30
UMULIS, MATTHEW T.	1,433.45	MEIER III, CHARLES A.	1,553.12
HANKINS, SCOTT A.	1,486.24	ZACHARIAS, STEVEN B.	1,429.88
ORBAN, BARBARA K.	1,173.48	SWEM, DONALD L.	1,878.07
TRAEGER, JASON A.	2,522.03	EATON, BRAD A.	1,888.18
FLICKEMA, ANDREW M.	1,705.72	WILSON, TIMOTHY J.	2,077.39
MATELSKI, KIMBERLY A.	1,188.90	LAVOIE, RICHARD L.	1,647.97
RILEY, DENISE M.	484.01	STEVENS, BRANDON C.	1,669.81
EVANS JR, HALBERT K.	1,470.62	DRAVES, MARTIN J.	1,701.55

BROWN, STEPHANIE C.	1,042.19	LEESE, ALAN K.	467.64
ANDERSON, ELIZABETH A.	1,151.81	HART, DAVID R.	41.56
ELLIOTT, PATRICK M.	2,004.05	GRUNCH, RONALD J.	299.84
SCHWARTZFISHER, JOSEPH L.	1,086.29	DAVIS, RONALD L.	327.36
BRADLEY, KELLY R.	1,411.40	FAIRCHILD, GALEN W.	334.92
HART II, DELBERT W.	1,183.25	DAKROUB, JOSEPH E.	117.95
JONES, ROBERT F.	1,484.99	MASSON, DONALD J.	512.97
DORAN, JUSTIN J.	571.98	KUSINA, DENNIS W.	257.69
FARRELL, MITCHELL L.	1,222.13	LABLANCE, MAUREEN J.	325.78
MANKER JR, DAVID W.	573.74	LIVINGSTON, BRIAN D.	846.56
MANKER SR, DAVID W.	760.09	VANLOO, JOSEPH G.	711.93
BECKER, MICHAEL S.	882.05	WYMAN, MATTHEW A.	1,505.74
NEDWICK, DAVID J.	568.54	BOSS, RYDER S.	1,054.67
FREY, DYLAN V.	196.29	MILLER, WILLIAM S.	1,006.86
SHEPARD, ZACHARY N.	182.85	HOUSER, JAMES F.	521.20
HART III, DELBERT W.	102.57	DOUGLAS, MARK	555.33
SLADEK, RYLYNN S.	572.81	MITCHELL, JACOB A.	514.77
HAWKINS, JAMES S.	115.05	TRAVERS, MANUEL J.	1,636.68
MCGHEE, ROBERT R.	1,055.07	STEVENS, JEFFREY W.	234.71
ALDEN, CAMDEN D.	466.14	JONES, LARRY M.	1,001.56
MUMICH, BARRY J.	440.56	WILLSON, BRENDA R.	35.76
CRANDELL, ZACKARY R.	479.25	BEAN, PETER J.	322.81
LEITNER, RYAN S.	758.29	BOYCE, REBECCA L.	460.50
FERGUSON, ROYCE L.	538.48	MCFARLAND, JONATHAN A.	383.98
BOSS, SHERRY M.	387.10	SILVA, JESSE L.A.	240.81
KIRINOVIC, THOMAS F.	497.39	KLINGER, BRADLEY W.	172.85
STEBE, LAURA A.	55.41	WILLIAMS, SYDNEY K.	682.99
MILAN, JANE E.	1,092.80	WHITLEY, ANDREW T.	1,698.31
ANZELL, BETH A.	644.68	MORRISON, KEVIN P.	1,045.24
BERNIER, RACHEL M.	279.70	JOHNSON, STEVEN P.	1,438.49
MACGILLIVRAY, RAYMOND L.	406.20	BISHAW, JAMES H.	679.93
DIXON, MIKAYA S.	137.72	WITTHOFT, LUKILA F.	361.15
MILAN, BAC P.	603.31	RITTER, DAVID M.	657.49
HOLECHECK, JENNACA R.	846.59	PETERSON, BENJAMIN D.	653.75
LABELLE, DAVIS B.	335.54	GILL, DAVID R.	1,030.23
BAILEY, ALYSSA M.	388.66	MATTER, DAWSON K.	2,900.35
HEID, THOMAS J	1,299.22	TOTAL	105,319.97

Payroll Transmittal – 08/25/2017

4FRONT CREDIT UNION	277.69	CHEMICAL BANK	150.00
AMERICAN FAMILY LIFE	191.88	COMMUNICATION WORKERS OF AMER	516.80
AMERICAN FAMILY LIFE	447.24	MI STATE DISBURSEMENT UNIT	401.83
CHAR EM UNITED WAY	59.00	PRIORITY HEALTH	1,938.69
CHARLEVOIX STATE BANK	1,259.62	TOTAL	5,242.75

Tax Disbursement – 09/06/2017

CHARLEVOIX COUNTY TREASURER	511,562.79	CHARLEVOIX PUBLIC SCHOOLS	24,475.12
CHARLEVOIX PUBLIC SCHOOLS	673,008.43	CITY OF CHARLEVOIX - TAXES DUE	601,351.34
CHARLEVOIX PUBLIC SCHOOLS	122,382.83	TOTAL	1,957,255.63
CHARLEVOIX PUBLIC SCHOOLS	24,475.12		

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: September 18, 2017

ATTACHMENTS:

- ▣ Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
09/02/2017	09/08/2017	121317	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	277.69
09/02/2017	09/08/2017	121318	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	191.88
09/02/2017	09/08/2017	121318	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	447.24
09/02/2017	09/08/2017	121319	BARRY COUNTY TRIAL C	9029	Wage Assignment: Case 04-6725	20.00
09/02/2017	09/08/2017	121320	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 9/2/20	59.00
09/02/2017	09/08/2017	121321	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,259.62
09/02/2017	09/08/2017	121322	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
09/02/2017	09/08/2017	121323	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	537.98
09/02/2017	09/08/2017	121324	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	401.83
09/02/2017	09/08/2017	121325	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 9	201.00
09/02/2017	09/08/2017	121326	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,836.43
Grand Totals:		11				5,382.67



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

09/08/17 Payroll Transmittal Checks	\$	5,382.67
09/08/17 Payroll (net pay)	\$	96,283.96
09/19/17 Regular Accounts Payable	\$	235,533.18
Checks Sub-Total:	\$	337,199.81

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

09/05/17 MI Public Power Agency	\$	16,374.93
09/07/17 Payment Service Network	\$	244.10
09/08/17 IRS (Payroll Tax Deposit)	\$	35,494.73
09/08/17 Alerus Financial (HCSP)	\$	420.00
09/08/17 State of MI (Withholding Tax)	\$	5,141.93
09/08/17 Vantagepoint (401 ICMA Plan)	\$	742.50
09/08/17 Vantagepoint (457 ICMA Plan)	\$	12,513.51
09/08/17 Vantagepoint (Roth IRA)	\$	1,061.53
09/11/17 MI Public Power Agency	\$	24,515.17
09/11/17 State of MI (Sales Tax)	\$	28,503.01
09/12/17 DTE Energy	\$	1,650.52
ACH Sub-Total:	\$	126,661.93

Huntington National Bank Total: \$ 463,861.74

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

09/19/17 Tax Disbursement	\$	4,343,825.76
Charlevoix State Bank Total:	\$	4,343,825.76

Grand Total: \$ 4,807,687.50

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
09/02/2017	PC	09/08/2017	24206	WELLER, LINDA JO	101		1,499.87
09/02/2017	PC	09/08/2017	24207	HEYDLAUFF, MARK L.	102		2,525.92
09/02/2017	PC	09/08/2017	24208	GOLDING, JOYCE M.	106		1,132.69
09/02/2017	PC	09/08/2017	24209	DEROSIA, PATRICIA E.	107		492.74
09/02/2017	PC	09/08/2017	24210	DOTSON, LINDSEY J.	109		1,421.14
09/02/2017	PC	09/08/2017	24211	LOY, EVELYN R.	117		1,050.16
09/02/2017	PC	09/08/2017	24212	KLOOSTER, ALIDA K.	121		1,763.44
09/02/2017	PC	09/08/2017	24213	GOLOVICH, KAREN J.	122		975.96
09/02/2017	PC	09/08/2017	24214	SPENCLEY, PATRICIA L.	136		1,082.98
09/02/2017	PC	09/08/2017	24215	MILLER, FAITH G.	142		14.04
09/02/2017	PC	09/08/2017	24216	LEESE, MERRI C.	145		402.98
09/02/2017	PC	09/08/2017	24217	MCGINN, KELLY A.	146		1,617.99
09/02/2017	PC	09/08/2017	24218	JONES, JANET M.	148		496.47
09/02/2017	PC	09/08/2017	24219	DOAN, GERARD P.	201		1,603.59
09/02/2017	PC	09/08/2017	24220	SCHLAPPI, JAMES L.	204		887.31
09/02/2017	PC	09/08/2017	24221	UMULIS, MATTHEW T.	205		1,286.94
09/02/2017	PC	09/08/2017	24222	HANKINS, SCOTT A.	208		1,486.25
09/02/2017	PC	09/08/2017	24223	ORBAN, BARBARA K.	209		1,171.37
09/02/2017	PC	09/08/2017	24224	FLICKEMA, ANDREW M.	211		1,549.45
09/02/2017	PC	09/08/2017	24225	MATELSKI, KIMBERLY A.	212		1,188.90
09/02/2017	PC	09/08/2017	24226	RILEY, DENISE M.	213		395.51
09/02/2017	PC	09/08/2017	24227	EVANS JR, HALBERT K.	214		1,470.62
09/02/2017	PC	09/08/2017	24228	KLOOSTER, PATRICK H.	216		1,050.59
09/02/2017	PC	09/08/2017	24229	BINGHAM, LARRY E.	224		836.39
09/02/2017	PC	09/08/2017	24230	ENGSTROM, TYLER A.	225		287.12
09/02/2017	PC	09/08/2017	24231	WARNER, PAYTON J.	229		293.38
09/02/2017	PC	09/08/2017	24232	MATELSKI, RYAN G.	230		849.92
09/02/2017	PC	09/08/2017	24233	KLINGER, LUCAS D.	235		282.14
09/02/2017	PC	09/08/2017	24234	GREENE, GLORIA C.	243		148.25
09/02/2017	PC	09/08/2017	24235	DAVIS, LEAH R.	245		445.68
09/02/2017	PC	09/08/2017	24236	TELGENHOF, WILL G.	246		491.72
09/02/2017	PC	09/08/2017	24237	CARLSON, JOSHUA A.	249		420.82
09/02/2017	PC	09/08/2017	24238	GREYERBIEHL, KELLY M.	260		689.10
09/02/2017	PC	09/08/2017	24239	WURST, RANDALL W.	411		1,181.34
09/02/2017	PC	09/08/2017	24240	MAYER, SHELLEY L.	412		1,911.61
09/02/2017	PC	09/08/2017	24241	HILLING, NICHOLAS A.	413		1,255.76
09/02/2017	PC	09/08/2017	24242	MEIER III, CHARLES A.	421		1,057.06
09/02/2017	PC	09/08/2017	24243	ZACHARIAS, STEVEN B.	422		1,162.24
09/02/2017	PC	09/08/2017	24244	SWEM, DONALD L.	512		1,878.07
09/02/2017	PC	09/08/2017	24245	EATON, BRAD A.	515		1,773.15
09/02/2017	PC	09/08/2017	24246	WILSON, TIMOTHY J.	516		2,252.44
09/02/2017	PC	09/08/2017	24247	LAVOIE, RICHARD L.	519		1,647.97
09/02/2017	PC	09/08/2017	24248	STEVENS, BRANDON C.	521		2,038.66
09/02/2017	PC	09/08/2017	24249	DRAVES, MARTIN J.	523		1,704.16
09/02/2017	PC	09/08/2017	24250	BROWN, STEPHANIE C.	524		1,042.19
09/02/2017	PC	09/08/2017	24251	ANDERSON, ELIZABETH	526		1,151.81
09/02/2017	PC	09/08/2017	24252	ELLIOTT, PATRICK M.	600		2,004.06
09/02/2017	PC	09/08/2017	24253	SCHWARTZFISHER, JOS	603		1,102.79
09/02/2017	PC	09/08/2017	24254	BRADLEY, KELLY R.	614		1,218.79
09/02/2017	PC	09/08/2017	24255	HART II, DELBERT W.	616		1,397.81
09/02/2017	PC	09/08/2017	24256	JONES, ROBERT F.	618		1,225.74
09/02/2017	PC	09/08/2017	24257	DORAN, JUSTIN J.	621		1,658.45
09/02/2017	PC	09/08/2017	24258	FARRELL, MITCHELL L.	622		1,426.59
09/02/2017	PC	09/08/2017	24259	MANKER JR, DAVID W.	638		596.77
09/02/2017	PC	09/08/2017	24260	MANKER SR, DAVID W.	639		796.02
09/02/2017	PC	09/08/2017	24261	BECKER, MICHAEL S.	641		770.47
09/02/2017	PC	09/08/2017	24262	NEDWICK, DAVID J.	642		456.08

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
09/02/2017	PC	09/08/2017	24263	FREY, DYLAN V.	643		557.52
09/02/2017	PC	09/08/2017	24264	SHEPARD, ZACHARY N.	656		323.20
09/02/2017	PC	09/08/2017	24265	HART III, DELBERT W.	657		278.30
09/02/2017	PC	09/08/2017	24266	SLADEK, RYLYNN S.	660		333.59
09/02/2017	PC	09/08/2017	24267	HAWKINS, JAMES S.	662		251.72
09/02/2017	PC	09/08/2017	24268	MCGHEE, ROBERT R.	663		1,079.93
09/02/2017	PC	09/08/2017	24269	ALDEN, CAMDEN D.	670		383.90
09/02/2017	PC	09/08/2017	24270	MUMICH, BARRY J.	671		188.47
09/02/2017	PC	09/08/2017	24271	CRANDELL, ZACKARY R.	691		739.20
09/02/2017	PC	09/08/2017	24272	LEITNER, RYAN S.	692		805.15
09/02/2017	PC	09/08/2017	24273	FERGUSON, ROYCE L.	693		536.23
09/02/2017	PC	09/08/2017	24274	BOSS, SHERRY M.	695		405.84
09/02/2017	PC	09/08/2017	24275	KIRINOVIC, THOMAS F.	700		513.52
09/02/2017	PC	09/08/2017	24276	STEBE, LAURA A.	703		129.29
09/02/2017	PC	09/08/2017	24277	SROUFE, MARC E.	705		22.16
09/02/2017	PC	09/08/2017	24278	SROUFE, PAMELA B.	707		22.16
09/02/2017	PC	09/08/2017	24279	ANZELL, BETH A.	712		609.54
09/02/2017	PC	09/08/2017	24280	LABELLE, DAVIS B.	778		200.36
09/02/2017	PC	09/08/2017	24281	HEID, THOMAS J	802		1,299.22
09/02/2017	PC	09/08/2017	24282	LEESE, ALAN K.	835		471.74
09/02/2017	PC	09/08/2017	24283	HART, DAVID R.	836		30.01
09/02/2017	PC	09/08/2017	24284	GRUNCH, RONALD J.	844		357.66
09/02/2017	PC	09/08/2017	24285	DAVIS, RONALD L.	853		290.46
09/02/2017	PC	09/08/2017	24286	FAIRCHILD, GALEN W.	855		444.22
09/02/2017	PC	09/08/2017	24287	DAKROUB, JOSEPH E.	860		61.78
09/02/2017	PC	09/08/2017	24288	MASSON, DONALD J.	861		519.25
09/02/2017	PC	09/08/2017	24289	KUSINA, DENNIS W.	862		288.52
09/02/2017	PC	09/08/2017	24290	LABLANCE, MAUREEN J.	863		234.02
09/02/2017	PC	09/08/2017	24291	LIVINGSTON, BRIAN D.	866		531.87
09/02/2017	PC	09/08/2017	24292	VANLOO, JOSEPH G.	902		824.78
09/02/2017	PC	09/08/2017	24293	WYMAN, MATTHEW A.	927		1,688.48
09/02/2017	PC	09/08/2017	24294	BOSS, RYDER S.	932		494.85
09/02/2017	PC	09/08/2017	24295	MILLER, WILLIAM S.	933		1,326.30
09/02/2017	PC	09/08/2017	24296	HOUSER, JAMES F.	934		222.14
09/02/2017	PC	09/08/2017	24297	DOUGLAS, MARK	935		623.30
09/02/2017	PC	09/08/2017	24298	MITCHELL, JACOB A.	936		299.39
09/02/2017	PC	09/08/2017	24299	TRAVERS, MANUEL J.	1000		1,864.75
09/02/2017	PC	09/08/2017	24300	STEVENS, JEFFREY W.	1028		432.50
09/02/2017	PC	09/08/2017	24301	RILEY, CASEY W.	1052		476.12
09/02/2017	PC	09/08/2017	24302	JONES, LARRY M.	1057		642.63
09/02/2017	PC	09/08/2017	24303	WILLSON, BRENDA R.	1059		11.72
09/02/2017	PC	09/08/2017	24304	BEAN, PETER J.	1060		904.01
09/02/2017	PC	09/08/2017	24305	MCMULLEN, DONALD R.	1067		645.50
09/02/2017	PC	09/08/2017	24306	BOYCE, REBECCA L.	1070		1,300.15
09/02/2017	PC	09/08/2017	24307	MCFARLAND, JONATHAN	1071		189.78
09/02/2017	PC	09/08/2017	24308	SILVA, JESSE L.A.	1073		135.37
09/02/2017	PC	09/08/2017	121310	CHAVEZ, DEBRA L.	199		440.50
09/02/2017	PC	09/08/2017	121311	WHITLEY, ANDREW T.	522		1,670.78
09/02/2017	PC	09/08/2017	121312	MORRISON, KEVIN P.	601		1,030.68
09/02/2017	PC	09/08/2017	121313	JOHNSON, STEVEN P.	617		1,169.59
09/02/2017	PC	09/08/2017	121314	BISHAW, JAMES H.	633		783.03
09/02/2017	PC	09/08/2017	121315	GILL, DAVID R.	856		1,069.69
09/02/2017	PC	09/08/2017	121316	MATTER, DAWSON K.	1038		2,107.63
Grand Totals:			110				96,283.96

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Check Number	Payee	Amount
09/19/2017		
121327	ACE HARDWARE	2,824.96
121328	ALL AREA TOWING	65.00
121329	ALLISON, AUTUMN	12.08
121330	ALL-PHASE ELECTRIC SUPPLY CO.	88.37
121331	ALPENA SUPPLY COMPANY	142.13
121332	AMERICAN WASTE INC.	3,816.96
121333	AT YOUR SERVICE PLUS INC	1,495.00
121334	AT&T	2,776.58
121335	AUTO VALUE	862.40
121336	AVFUEL CORPORATION	15,977.12
121337	BARNES & THORNBURG LLP	615.00
121338	BARTLING, AMY	16.17
121339	BEAR EARTH HERBALS	136.00
121340	BEAVER RESEARCH COMPANY	815.90
121341	BEIJO DE CHOCOLAT LLC	15.00
121342	BERG, REBECCA	376.00
121343	BLARNEY CASTLE OIL CO	887.48
121344	BOSS, LINDA K.	1,104.75
121345	BRADFORD'S	42.25
121346	CARQUEST OF CHARLEVOIX	2,154.19
121347	CCI SOUTH LLC	131.25
121348	CHARLEVOIX AREA CHAMBER OF CO	210.00
121349	CHARLEVOIX COTTAGE CARE INC.	300.00
121350	CHARLEVOIX SCREEN MASTERS INC	554.00
121351	CHARLEVOIX TOWNSHIP	33,099.25
121352	CHARTER COMMUNICATIONS	1,984.18
121353	CHEKLICH, DIANE	25.00
121354	CINTAS CORPORATION #729	243.56
121355	CITY OF CHARLEVOIX - UTILITIES	47,424.30
121356	COMPASS MINERALS AMERICA	6,348.89
121357	COOK FAMILY FARMS	191.00
121358	CURREY FARMS LLC	101.00
121359	DHASELEER, CARL	151.00
121360	DOAN, GERARD P.	63.55
121361	EJ USA INC.	46.86
121362	EMERGENCY MEDICAL PRODUCTS I	1,177.22
121363	ETNA SUPPLY	9,380.00
121364	FAMILY FARM & HOME	151.42
121365	FARMER WHITE'S	248.00
121366	FASTENAL COMPANY	43.73
121367	FOX CHARLEVOIX FORD	450.00
121368	FREEDOM MAILING SERVICES INC.	2,407.91
121369	GBS INC.	51.81
121370	GELDERBLUM, PAUL	50.00
121371	GERBER HOMEMADE SWEETS	18.00
121372	GINOP SALES INC	5.58
121373	GRAINGER	11.49
121374	GREENVIEW DATA INC	66.50

Check Number	Payee	Amount
121375	GUNTZVILLER, RHONDA	409.00
121376	HACH COMPANY	1,705.09
121377	HARRELL'S	90.00
121378	HEP'S HOMEBAKED GRANOLA	26.00
121379	HOLIDAY COMPANIES	5,291.67
121380	HYDRODYNAMICS INC.	10,163.21
121381	INDESIGN	1,923.75
121382	INTERWATER FARMS INC	219.00
121383	JACK DOHENY SUPPLIES INC	626.24
121384	KSS ENTERPRISES	688.21
121385	LONG DAY COFFEE LLC	37.00
121386	LOTTIE'S BAGELS	158.00
121387	MCCALLUM, KADIN	25.00
121388	MCCARDEL CULLIGAN-PETOSKEY	50.00
121389	MDS OF MICHIGAN INC	3,521.60
121390	METAL HEAD WELDING LLC	46.21
121391	MICHIGAN MUNICIPAL ELECTRIC	250.00
121392	MICHIGAN MUSHROOM MARKET LLC	55.00
121393	MICHIGAN OFFICEWAYS INC	2,013.18
121394	MICHIGAN WATER ENV ASSOC	260.00
121395	MUTT MITT	848.13
121396	NORTHERN A-1 ENVIRONMENTAL SE	3,030.13
121397	NORTHERN CREDIT BUREAU	66.85
121398	NORTHERN MICHIGAN REVIEW INC.	1,967.40
121399	OLESON'S FOOD STORES	597.34
121400	OLSON BZDOK & HOWARD	945.50
121401	OUDBIER INSTRUMENT CO	850.00
121402	PARKER, MICHAEL	36.00
121403	PERFORMANCE ENGINEERS INC	20,347.20
121404	PERSONAL GRAPHICS	78.06
121405	PHONE GUIDE	291.00
121406	PHYSICIAN'S CLINIC OF CHARLEVOIX	138.00
121407	POND HILL FARM LLC	254.00
121408	PREIN & NEWHOF	1,462.22
121409	PRICE BUILDING AND REMODELING	1,880.00
121410	PRODUCTIVITY PLUS ACCOUNT	24.00
121411	PURITY CYLINDER GASES INC	91.65
121412	QUILL CORP	29.89
121413	R & R PRODUCTS INC	270.52
121414	RANGE TELECOMMUNICATIONS	114.00
121415	ROCKY TOP FARMS	6.00
121416	RUSTIC BAKER	89.00
121417	SEARS COMMERCIAL ONE	89.99
121418	SIEGRIST, DAVID	69.00
121419	SPARTAN DISTRIBUTORS INC	133.50
121420	SPARTAN STORES LLC	119.17
121421	STANDARD ELECTRIC CO	189.70
121422	STATE OF MICHIGAN	245.00
121423	STATE OF MICHIGAN	122.00

Check Number	Payee	Amount
121424	SULLIVAN, LAWRENCE R	2,325.00
121425	SWANSON K & D INC	725.00
121426	SYSTEMS SPECIALISTS INC	7,311.00
121427	UNIFIRST CORPORATION	420.97
121428	UNITED STATES PLASTIC CORP.	853.24
121429	UP NORTH PROPERTY SERVICES LL	3,842.50
121430	UPPER CASE PRINTING INK.	285.92
121431	USA BLUE BOOK	1,255.77
121432	VILLAGE GRAPHICS INC.	568.50
121433	WASHBURNE, BRENDA	133.00
121434	WATERWAY OF MICHIGAN	2,830.90
121435	WATTA COOKIE LLC	28.00
121436	WILBERT BURIAL VAULT CO	182.40
121437	WILK, MARK	6,921.50
121438	WINNIE'S ORIGINAL LLC	16.00
121439	WORK & PLAY SHOP	6,731.23
Total 09/19/2017:		235,533.18
Grand Totals:		235,533.18

Check Number	Payee	Amount
09/05/2017		
90517001	MICHIGAN PUBLIC POWER AGENCY	16,374.93
Total 09/05/2017:		16,374.93
Grand Totals:		16,374.93

Check Number	Payee	Amount
09/07/2017		
90717001	PAYMENT SERVICE NETWORK INC.	244.10
Total 09/07/2017:		244.10
Grand Totals:		244.10

Check Issue Date	Check Number	Payee	Amount
90817001			
09/08/2017	90817001	**EFTPS* Payroll Taxes	8,889.84
09/08/2017	90817001	**EFTPS* Payroll Taxes	8,889.84
09/08/2017	90817001	**EFTPS* Payroll Taxes	2,079.12
09/08/2017	90817001	**EFTPS* Payroll Taxes	2,079.12
09/08/2017	90817001	**EFTPS* Payroll Taxes	13,556.81
Total 90817001:			
	5		35,494.73
90817002			
09/08/2017	90817002	Alerus Financial	420.00
Total 90817002:			
	1		420.00
90817003			
09/08/2017	90817003	STATE OF MICHIGAN	5,141.93
Total 90817003:			
	1		5,141.93
90817004			
09/08/2017	90817004	Vantagepoint - 401 Plan 109153	742.50
Total 90817004:			
	1		742.50
90817005			
09/08/2017	90817005	Vantagepoint - 457 Plan 300959	4,863.59
09/08/2017	90817005	Vantagepoint - 457 Plan 300959	673.70
09/08/2017	90817005	Vantagepoint - 457 Plan 300959	1,849.67
09/08/2017	90817005	Vantagepoint - 457 Plan 300959	5,126.55
Total 90817005:			
	4		12,513.51
90817006			
09/08/2017	90817006	Vantagepoint - Roth IRA 706117	1,061.53
Total 90817006:			
	1		1,061.53
Grand Totals:			
	13		55,374.20

Check Number	Payee	Amount
09/11/2017		
91117001	MICHIGAN PUBLIC POWER AGENCY	24,515.17
91117002	STATE OF MICHIGAN	28,503.01
Total 09/11/2017:		53,018.18
Grand Totals:		53,018.18

Check Number	Payee	Amount
09/12/2017		
91217001	DTE ENERGY	1,650.52
Total 09/12/2017:		1,650.52
Grand Totals:		1,650.52

Check Number	Payee	Amount
09/19/2017		
2939	BANK OF AMERICA	1,326.87
2940	CHARLEVOIX COUNTY TREASURER	1,057.23
2941	CHARLEVOIX COUNTY TREASURER	1,173,072.28
2942	CHARLEVOIX COUNTY TREASURER	24.46
2943	CHARLEVOIX DISTRICT LIBRARY	8.83
2944	CHARLEVOIX PUBLIC SCHOOLS	1,383,355.13
2945	CHARLEVOIX PUBLIC SCHOOLS	282,276.88
2946	CHARLEVOIX PUBLIC SCHOOLS	56,451.88
2947	CHARLEVOIX PUBLIC SCHOOLS	.09
2948	CHARLEVOIX PUBLIC SCHOOLS	56,451.89
2949	CITY OF CHARLEVOIX - TAXES DUE	1,380,013.12
2950	DITECH FINANCIAL LLC	2,587.67
2951	HUNTINGTON NATIONAL BANK	1,273.05
2952	LERETA LLC	2,171.06
2953	NATIONSTAR MORTGAGE LLC	1,101.91
2954	RECREATIONAL AUTHORITY	1.61
2955	STATE OF MICHIGAN	2,651.80
Total 09/19/2017:		4,343,825.76
Grand Totals:		4,343,825.76

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

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

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and City of Charlevoix (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Charlevoix Municipal Airport, whose associated city is Charlevoix, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated August 3, 2017 attached hereto and made a part hereof.

PROJECT DESCRIPTION: INSTALL RUNWAY VISUAL GUIDE SYSTEM - REILS FOR RUNWAY 9/27 - CONSTRUCTION.

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 6, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

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

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

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

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

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

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

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

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

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

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.
9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

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

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

IT IS FURTHER AGREED THAT:

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

Federal Share	\$46,507.00
Maximum MDOT Share	\$2,584.00
SPONSOR Share	<u>\$2,584.00</u>
<i>Estimated</i> PROJECT COST	\$51,675.00

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

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

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

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

COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

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

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

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

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If

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

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

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

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof.

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

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

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

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15

USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

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

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

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

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

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

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

CITY OF CHARLEVOIX

By: _____
Title:



MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

CHARLEVOIX MUNICIPAL AIRPORT CHARLEVOIX, MICHIGAN

Project No. B-26-0017-0516
Contract No. FM 15-01-C50

August 3, 2017

	Federal	State	Local	Total
ADMINISTRATION	\$0	\$0	\$0	\$0
DEPARTMENT-AERO	\$0	\$0	\$0	\$0
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$46,507	\$2,584	\$2,584	\$51,675
Install Runway Visual Guide System - REILs for Runway 9/27	\$41,107	\$2,284	\$2,284	\$45,675
AERO - Construction	\$0	\$0	\$0	\$0
CONSULTANT - Construction	\$5,400	\$300	\$300	\$6,000
TOTAL PROJECT BUDGET	\$46,507	\$2,584	\$2,584	\$51,675

Federal Billing Breakdown:

Bill #1 \$46,507 SBGP 9616 Grant Award Date: 8/22/16

Period of Performance End Date: 12/1/18

MAC Approval: 7/26/17

ATTACHMENT X

REQUIRED FOR ALL PROJECTS Notification of Required Federal Program Information to Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: City of Charlevoix
3. Recipient's DUNS Number: 05-627-5076
4. Amount of Federal funds: \$46,507.00
5. Federal Grant Number(s): SBGP 9616
6. Grant Award Date(s): 8/22/16
7. MDOT Project Number: B-26-0017-0516
8. Project Description: Install Runway Visual Guide System - REILs for Runway 9/27 - Construction.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-096-2016
11. Federal Award Date: 8/22/16
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 12/1/18
14. Amount of Federal Funds obligated by this action: \$46,507.00
15. Total amount of Federal Funds obligated: \$46,507.00
16. Total amount of the Federal award: \$46,507.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
Director Kirk Steudle
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909
19. Is this a Research and Development award? No

20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 6

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

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR's rationale will be provided.
4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor's invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR's approval.
6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT's "Project Engineer's Manual" for airport construction. Any contract modifications determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated cost thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT a prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and that are directly and substantially related to the actual air transportation of passengers or property.
13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Appendix B
(Aeronautics)

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

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

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX F

GENERAL CONDITIONS

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

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9. Suspension or Debarment.

The State must:

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

The Subgrantee must:

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

10. Ban on Texting When Driving.

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

APPENDIX F

11. Trafficking in Persons.

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

- 12. Exhibit A Included with Grant Application.** The Exhibit "A" updated 2/16/12, submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

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

14. Audits for Public Sponsors.

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

APPENDIX F

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

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

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

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

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<p>ARFF and SRE EQUIPMENT AND VEHICLES: The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<p>EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.</p>
Airport	ARFF Equipment - Off-Airport Storage	<p>OFF-AIRPORT STORAGE OF ARFF VEHICLE: The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<p>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS): The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

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

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

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

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	<p>ENVIRONMENTAL: The environmental approval for this project was issued on <u>1/17/17</u>. This project includes the following mitigation measures:</p> <p><u>N/A</u></p> <p>The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.</p>
Airport	EMAS	<p>EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks.</p> <p>The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.</p>
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICTION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
Airport	NAVAIDS - ILS Note that in general, Category I ILS are no longer being installed.	<p>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees that it will:</p> <p>1) Prior to commissioning, assure the equipment meets the FAA's standards; and</p>

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

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

Sponsor Type ¹	Type of Project	Special Conditions
		<p>useful life of the equipment;</p> <p>2) Prior to commissioning, assure the equipment meets the FAA's standards; and</p> <p>3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.</p>
Airport	New or Replacement Airport	<p>SITE SELECTION: The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.</p>
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<p>UTILITIES PRORATION: For purposes of computing the United States' share of the allowable project costs, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent.</p>
Airport	Utility Relocation	<p>UTILITY RELOCATION IN PROJECT: The Sponsor understands and agrees that:</p> <p>1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;</p> <p>2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and</p> <p>3) the utilities exclusively serve the Airport;</p>
Airport	Obstruction Removal	<p>OBSTRUCTION REMOVAL: The Sponsor agrees to clear Parcel(s) <u>N/A</u>, as shown on Exhibit "A" Property Map, of the following obstructions: <u>N/A</u> prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.</p>
Airport	Pavement	<p>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <p>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,</p>

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

Sponsor Type ¹	Type of Project	Special Conditions
		<p>establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 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. <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>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.</p>

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement Exceeding \$500,000	<p><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u> The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken. b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.

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

Sponsor Type ¹	Type of Project	Special Conditions
		<p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p><u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	RPZ Acquisition	<p><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.</p>

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

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

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport or Noise	Building Allowable Costs (Prorate)	BUILDING AIP PRORATION: For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent of the actual cost of the entire building.
Airport or Noise	Noise Land	ACQUISITION OF NOISE LAND: The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	ANNUAL NOISE REPORT: As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map. 6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. 7) Other information as required by the FAA.
All Sponsor Types	Plans and Specifications	PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specification s Certification	PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies,

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

Sponsor Type ¹	Type of Project	Special Conditions
		standards, and specifications approved by the FAA. The Sponsor understands that: 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
All Sponsor Types	Design-Only Subgrants	DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.
All Sponsor Types	Force account	FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.
All Sponsor Types	Land Acquisition - Revenue and Program Income	PROGRAM INCOME AND REVENUE FROM REAL PROPERTY: The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any

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

Sponsor Type ¹	Type of Project	Special Conditions
		subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	UNIFORM RELOCATION ACT: The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES: The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<p>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY: The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items. 3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	Non AIP work in project	<p><u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 1) the Project includes the planning and/or construction of <u>N/A</u> that is not being funded with any Federal funding in this project ; 2) although the Sponsor has estimated a total project cost of <u>\$N/A</u>, the total allowable cost for purposes of determining federal participation will not exceed <u>\$N/A</u>; 3) it must maintain separate cost records for the AIP and non-AIP work; 4) all cost records must be made available for inspection and audit by the FAA; 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and 6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed <u>\$N/A</u>, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.
All Sponsor Types	Planning Scope of Work	<p><u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.</p>
Airport - Non-primary	Fuel farms	<p><u>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:</u> This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system</p>

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	<u>REVENUE PRODUCING PROJECT:</u> The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	<u>LAND ACQUISITION:</u> The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

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

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

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

MDOT Office of Business Development
P.O. Box 30050

Lansing, Michigan 48909

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

CITY OF CHARLEVOIX
RESOLUTION NO. 2017-09-01
EXECUTION OF CONTRACT WITH THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION FOR A
FEDERAL/STATE LOCAL AIRPORT PROJECT UNDER THE BLOCK GRANT PROGRAM
(Federal Project No. B-26-0017-0516 MDOT CONTRACT NO. 2017-0666)

WHEREAS, the City is entering into a contract with the State of Michigan Department of Transportation for the installation of a Runway Visual Guidance System (REIL) from Runway 09/27 under the State Block Program; and

WHEREAS, MDOT will provide the City with a contract agreement; and

WHEREAS, the contract agreement will be in the amount of fifty-one thousand six hundred seventy-five dollars (\$51,675.00) with a funding breakdown of 90% Federal, 5% State (MDOT) and 5% Local match; and

WHEREAS, the City of Charlevoix Local Share of the project will be two thousand five hundred and eighty-four dollars (\$2,584.00).

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the MDOT contract for a Federal/State/Local Airport Project under the State Block Grant Program after review by City Staff and the City Attorney.

RESOLVED this 18th day of September 2017 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF CHARLEVOIX

CONTRACT FOR A FEDERAL/STATE/LOCAL

AIRPORT PROJECT

AT A PRIMARY COMMERCIAL SERVICE AIRPORT

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and City of Charlevoix (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at Charlevoix Municipal Airport, whose associated city is Charlevoix, Michigan, such undertaking (PROJECT) described in detail in Exhibit 1, dated July 28, 2017, attached hereto and made a part hereof.

PROJECT DESCRIPTION: Rehabilitate Taxiway A (approximately 4,549' x 75', construction)

Rehabilitate Taxiway A Runway Lighting (approximately 4,549' x 75', 160 taxiway edge lights, construction).

Recitals:

This Contract is entered into in anticipation of the SPONSOR receiving a grant from the United States Department of Transportation, Federal Aviation Administration (FAA), under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, for the development described as the PROJECT. If said grant is not issued and accepted within one (1) year of the date first written above, this Contract will terminate.

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 6, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

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

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

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

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. Audit and Inspection. The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51,

MCL 247-660h, as applicable, that are in effect at the time of Contract award with regard to audits.

- i. Sponsors, excluding subgrant recipients under the Federal Aviation Administration (FAA) State Block Grant Program, expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds in the sponsor's fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollar (\$750,000.00) threshold represents all federal funding sources, not just grants from the FAA. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
- ii. Sponsors expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to the address in paragraph (iv) below.
- iii. Sponsors must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the auditor's report(s) or within nine (9) months after the end of the sponsor's fiscal year, whichever is earlier.
- iv. Sponsors must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address below:

Michigan Department of Transportation
Office of Aeronautics
Attn: Aviation Services Division
2700 Port Lansing Road
Lansing, MI 48906-2160
- v. Sponsors will also comply with applicable state laws and regulations relative to audit requirements.
- vi. Sponsors will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
- vii. All sponsors are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

- viii. The federal award associated with this Contract is CFDA Airport Improvement Program, number 20.106, federal project number 3-26-0017-2117, award year 2017, Federal Aviation Administration, Department of Transportation.
 - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR also agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of three (3) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.
7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Upon award of this Contract by MDOT and award of the FAA grant by the SPONSOR, bill the SPONSOR the amount shown as the applicant share on Form 424 of the FAA grant. MDOT will bill the SPONSOR for the SPONSOR's share of the additional

estimated PROJECT COST for changes approved in accordance with Section 14 at the time of the amendment or change order for approved work.

9. After written commitment of funds by the FAA and receipt of payment request approved by the SPONSOR, make payment for all eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA for funds expended on eligible PROJECT COSTS. MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.
10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

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

Federal Share	\$1,176,592.00
Maximum MDOT Share	\$65,366.00
SPONSOR Share	<u>\$65,367.00</u>
<i>Estimated</i> PROJECT COST	\$1,307,325.00

12. The PROJECT COST will be met in part by contributions from the FAA and MDOT. Upon final settlement of costs, the federal funds will be applied to the eligible items of PROJECT COST at the rate established in the FAA grant. The MDOT funds will be applied to the balance of the PROJECT COST at a rate of fifty percent (50%) for those items eligible for state participation, up to the maximum obligation shown in Section 11 or up to the revised maximum obligation set forth in a budget letter, as set forth in Section 13, as applicable. Any items of PROJECT COST not funded with FAA or MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

All agreements and/or contracts or supply requisitions involving MDOT funds will comply with 49 CFR Part 18, incorporated herein by reference.

13. The PROJECT COST shown in Section 11 includes the maximum obligations of MDOT and federal funds under this Contract. The maximum obligations of MDOT and federal funds may be adjusted to amounts less than the maximums set forth in Section 11 through a budget letter issued by MDOT. A budget letter will be written when it is necessary to

reduce the funding amounts shown in Section 11 in order to match the federal grant issued for the PROJECT. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

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

14. Payment of all PROJECT COSTS incurred by the SPONSOR prior to written commitment of funds by the FAA will be the responsibility of the SPONSOR. The SPONSOR may place funds on deposit with MDOT for the purpose of having MDOT make payment of PROJECT COSTS on its behalf. MDOT may make payment of PROJECT COSTS on behalf of the SPONSOR upon presentation of payment requests approved by the SPONSOR, up to the limit of SPONSOR funds on deposit with MDOT.
15. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event that this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion, less PROJECT COSTS incurred on the canceled portions, will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

MDOT will not participate in the PROJECT COSTS incurred on the canceled portions of the PROJECT, and Sections 11 and 12 will not be construed to require MDOT's participation in the canceled portion.

Reimbursement of any costs pursuant to this section will not constitute a final determination by MDOT of the allowability of such costs and will not constitute a waiver by MDOT of any violation of the terms and conditions of this Contract committed by the SPONSOR.

16. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any

disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

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

17. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

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

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.
19. The SPONSOR will carry out the applicable requirements of MDOT's DBE program and 40 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof.
20. The parties further agree that they will abide by 49 CFR Part 26 with regard to federal DBE requirements. Certification of DBEs, including appeals, recertification, "no change" affidavits and notices of change, and personal net worth requirements are required by 49 CFR and will be performed for the SPONSOR by MDOT.
21. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

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

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

practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

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

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

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

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

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

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

goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

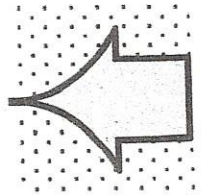
27. This Contract will be in effect from the date of award through twenty (20) years . Any change to the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
28. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.
29. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF CHARLEVOIX

By: _____

Title: _____

Mike J. Thayer
City Manager



MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____

Title: Department Director

EXHIBIT 1

**Charlevoix Municipal Airport
Charlevoix,
Project No. 3-26-0017-2117
Contract No. FM 15-01-C50**

7/28/2017

Funding Sources	Federal	State	Local	Total
Fed. Grant Anticipated	\$1,176,592			\$1,176,592
State Participation Anticipated		\$65,366		\$65,366
Sponsor Match Anticipated			\$65,367	\$65,367
	Total =			\$1,307,325

Cost Distribution

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

<u>ENVIRONMENTAL</u>				
AIP @ 90%				
	Environmental Subtotal=			\$0

<u>PLANNING</u>				
AIP @ 90%				
	Planning Subtotal=			\$0

<u>CONSTRUCTION</u>					
Rehab Taxiway A	AIP @ 90%	\$565,429	\$31,413	\$31,413	\$628,255
Rehab Taxiway A Lighting	AIP @ 90%	\$499,563	\$27,753	\$27,754	\$555,070
				Construct. Subtotal=	\$1,183,325

<u>EQUIPMENT</u>				
AIP @ 90%				
	Equipment Subtotal=			\$0

<u>ENGINEERING</u>	
AERO - CA	
CONSULTANT - Design	AIP @ 90%
<hr/>	
	Design. Subtotal = \$0

<u>Construction Engineering</u>				Design Subtotal =	\$0
Rehab Taxiway A					
AERO - CA	AIP @ 90%	\$8,550	\$475	\$475	\$9,500
CONSULTANT - CA	AIP @ 90%	\$64,800	\$3,600	\$3,600	\$72,000
Rehab Taxiway A Lighting					
CONSULTANT - CA	AIP @ 90%	\$37,800	\$2,100	\$2,100	\$42,000
			Proj Inspection Subtotal =		\$123,500

Engr'g. Total = \$123,500

ADMINISTRATION

ADMIN	AIP @ 90%	\$450	\$25	\$25	\$500
		Administration Total =			\$500

Contingencies	AIP @ 90%	\$0	\$0	\$0	\$0
Total Project Cost		\$1,176,592	\$65,366	\$65,367	\$1,307,325

ATTACHMENT X

**REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding**

1. Does this project receive Federal funds? Yes
2. Recipient's Name: City of Charlevoix
3. Recipient's DUNS Number: 0562750760000
4. Amount of Federal funds: \$1,176,592.00
5. Federal Grant Number(s): 3-26-0017-021-2017
6. Grant Award Date(s): _____
7. MDOT Project Number: 3-26-0017-2117
8. Project Description: Rehabilitate Taxiway A (approximately 4,549' x 75', construction)
Rehabilitate Taxiway A Runway Lighting (approximately 4,549' x 75', 160 taxiway edge lights, construction).
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-0017-021-2017
11. Federal Award Date: _____
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 9/30/21
14. Amount of Federal Funds obligated by this action: \$1,176,592.00
15. Total amount of Federal Funds obligated: \$1,176,592.00
16. Total amount of the Federal award: \$1,176,592.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Kirk Steudle
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909
19. Is this a Research and Development award? No

20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 6

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

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR's rationale will be provided.
4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor's invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR's approval.
6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT's "Project Engineer's Manual" for airport construction. Any contract modifications determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated cost thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT a prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and that are directly and substantially related to the actual air transportation of passengers or property.
13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Appendix B

(Aeronautics)

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

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

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

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

[illegible]

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE

Page 87 of 137

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

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

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

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

MDOT Office of Business Development
P.O. Box 30050

Lansing, Michigan 48909

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

**CITY OF CHARLEVOIX
RESOLUTION NO. 2017-09-02**

EXECUTION OF SPONSOR CONTRACT WITH THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION FOR A
FEDERAL/STATE/LOCAL AIRPORT PROJECT
(Federal Project No. 3-26-0017-2117 MDOT Contract No. 2017-0716)

WHEREAS, the City is entering into a contract with the State of Michigan Department of Transportation for the Rehabilitation of Taxiway Alpha and Rehabilitation of Taxiway Alpha Taxiway Edge lighting; and

WHEREAS, MDOT will provide the City with a Sponsor Contract; and

WHEREAS, the Contract agreement will be in the amount of one million three hundred seven thousand three hundred and twenty-five dollars. (\$1,307,325.00) with the contract agreement funding breakdown of 90% Federal, 5% State (MDOT) and 5% Local match; and

WHEREAS, the City of Charlevoix Local Share of the project will be sixty-seven thousand three hundred sixty-seven dollars (\$67,367.00).

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the MDOT Sponsor Contract agreement after review by City Staff and the City Attorney.

RESOLVED this 18th day of September 2017 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Charlevoix County Community Foundation Grant Application

DATE: September 18, 2017

BACKGROUND:

Each year, the Recreation Department receives numerous inquiries and applications for scholarship funding for Camp McSaubia and Mt. McSaubia. Scholarships are a wonderful way to provide children the opportunity to attend a week of summer camp, or to take ski/snowboard lessons. The Recreation Department requests authorization to submit a grant request to the Charlevoix County Community Foundation to provide scholarship funding. The grant deadline for this application cycle is October 1, 2017.

RECOMMENDATION:

Authorize the Recreation Department to submit a grant request to the Charlevoix County Community Foundation for scholarships.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Purchase of a Patrol Vehicle and EMS Vehicle

DATE: September 18, 2017

PRESENTED BY: Gerard Doan, Police Chief

BACKGROUND:

The 2017 budget includes the purchase of a new patrol car with equipment, and a new EMS Vehicle.

According to the capital plan, two patrol vehicles are purchased every three years. The vehicle that is being replaced a 2012 Ford Explorer with just under 150,000 miles. The vehicle was also recently totaled out by the insurance company due to an accident. According to the capital plan the EMS vehicle was scheduled to be replaced this year also. The current vehicle is a 2004 Ford Explorer with approximately 86,000 miles.

The new patrol vehicle selected is a 2018 Chevrolet Tahoe 4WD Police package with some major equipment. This vehicle is pursuit rated and is held to higher standards than other Chevrolet Tahoe's on the road. By selecting the Tahoe, I am opting for more room, practicality of a SUV, reliability and safety. I am also selecting 2018 Chevrolet Tahoe 4 WD Police package for the EMS vehicle for the same high standards required for the police standards. This patrol unit will cost roughly \$39,000 while the EMS vehicle will cost roughly \$37,000 and the difference is due to the necessary police equipment.

The City is a member of the MiDeal program that allows municipalities to purchase vehicles at rates offered to the state after they have been competitively bid. Berger Chevrolet of Grand Rapids was the low bidder through the state for these vehicles and we recommend using their price since the vehicles will come pre-equipped and at a slightly lower price compared with the price from Fox Motors of Charlevoix.

RECOMMENDATION:

Motion to authorize the purchase of two 2018 Pursuit-rated Chevrolet Tahoes from Berger Chevrolet for a total not to exceed \$76,478.45.

ATTACHMENTS:

- ❑ Berger Bid 1
- ❑ Berger Bid 2
- ❑ Fox Bid

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$39,358.00

Number of units 1

Total Bid Amount \$39,358.00

Vehicle Description:

Year 2018

Make Chevrolet

Model Tahoe 4wd
police package
blue

Vendor:

Berger Chevrolet Inc.

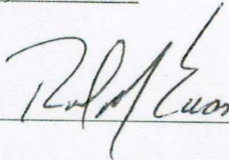
Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Signature



Printed Signature Robert M. Evans

Date 9/7/2017

Bid Prepared For :

City of Charlevoix

Price includes title fee.

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$37,120.45

Number of units 1

Total Bid Amount \$37,120.45

Vehicle Description:

Year 2018

Make Chevrolet

Model Tahoe 4wd
police package
white

Vendor:
Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Signature



Printed Signature Robert M. Evans

Date 9/7/2017

Bid Prepared For :

City of Charlevoix

Price includes title fee.

Date/Time: 9/8/2017 9:52:19 AM

FOX CHARLEVOIX

06684 US HWY 31 S, Charlevoix, MI 49720

231.547.9900

www.FoxCharlevoix.com

2018 Chevrolet Truck Tahoe 4WD 4dr Wgn ~~SS~~ POLZKA

MSRP/Retail	\$48,880.00
Selling Price	\$39,728.00
Rebate	0.00
Total Savings + Rebate	\$9,152.00
Title and Tags	\$39.00
Doc Fee	\$210.00
Accessories	0.00
Total Taxes	0.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	\$39,977.00

This Proposal is based upon approved credit. This Proposal shall be followed by a final Buyer's Order that contains additional terms and conditions, which, when fully executed, shall supersede this Proposal and leave this Proposal null and void.

X _____
Customer Signature Date

X _____
Manager Signature Date 9-8-17

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Wayfinding Signage Design Recommendation

DATE: September 18, 2017

PRESENTED BY: Lindsey Dotson, Charlevoix Main Street DDA Director

BACKGROUND:

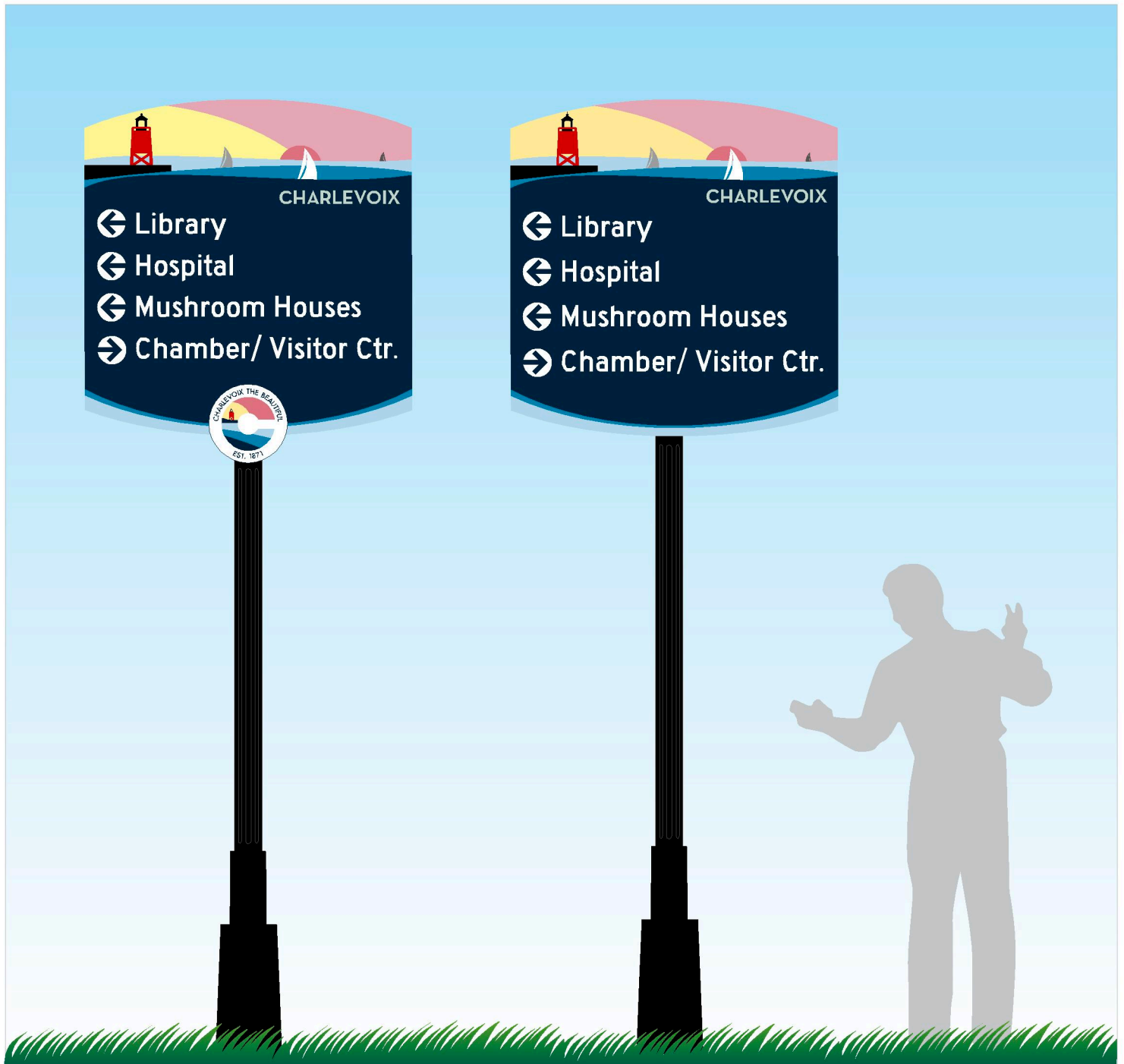
The Charlevoix Main Street Design Committee and members of the Wayfinding Signage project committee have been working with Pro Image Design to thoroughly plan sign location and content for several months. The design of the signage was on hold until the branding process concluded, which happened in July. Now that new brand standards exist, Pro Image presented the concepts pictured here to the Design/Wayfinding Committee during one of their regular meetings. They then held a special meeting to further discuss their recommendation to the DDA Board of Directors, which was the wayfinding sign pictured on the right without a logo on the bottom. The DDA Board met to review the Design/Wayfinding Committee's recommendations and voted to recommend to City Council the sign with the logo on the bottom (left). This year's DDA budget does include \$50,000 to be spent on the first phase of implementation once a sign design is approved.

RECOMMENDATION:

Motion to approve the way-finding signage design recommendation of the Main Street DDA Board of Directors that includes the logo on the bottom of the sign and authorize the DDA to spend no more than \$50,000 on the first phase of implementation of signage within the DDA district.

ATTACHMENTS:

- ▣ Wayfinding Signage Design



PLEASE CHECK ALL INFORMATION CAREFULLY



TRAVERSE CITY • PETOSKEY • TORCH RIVER • 231-322-8052

CLIENT:	DESCRIPTION:	APPROVED BY:	APPROVAL DATE:
City of CVX	Entrance Sign		

Pro Image Design will make changes ONE time after production of initial concept, from that point any revisions will be billed at \$85 per hour.

This preparatory /and/or art work created or furnished by PRO IMAGE DESIGN shall remain their exclusive property and no use of the same shall be made, nor ideas obtained from be used. If reproduction does occur, PRO IMAGE DESIGN expects to be reimbursed any and all costs incurred in compensation for time, materials, and effort entailed in creating these plans. – All artwork is the property of Pro Image Design • Copyright 2016

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Downtown Tree Lights

DATE: September 18, 2017

PRESENTED BY: Lindsey Dotson, Charlevoix Main Street DDA Director

BACKGROUND:

Last year Charlevoix Main Street DDA installed tree lights within the DDA district along Bridge Street. This year the Design Committee has worked on a 2nd phase of lighting the downtown trees to include side street trees between Bridge and State Street within the DDA district along with the holiday tree located in East Park. It is proposed that the same company used for this project last year, Holiday Lighting Service, Inc. The budgeted amount in the DDA budget is \$14,000 for this 2nd phase of tree lighting. By approving this, we request Council waive the competitive bidding requirement due to the past success using Holiday Lighting.

RECOMMENDATION:

Motion to approve the expenditure of no more than \$14,000 out of the DDA budget to hire Holiday Lighting Service, Inc. to install tree lights on side streets and the tree in East Park.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Revised Airport Hangar Lease Terms

DATE: September 18, 2017

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

As you may recall, we modified the terms of airport hangar leases earlier this year to allow privately-owned hangars be constructed on leased land without a reversion clause as had previously been included. However, since the Charter restricts leases to no more than five years, it creates uncertainty for the investment needed to construct such a hangar as evidenced by our prospective tenant.

To correct this issue and provide greater certainty and thus encourage hangar development, we have modified this lease to obligate the City to purchase a hangar should the City decline to renew the lease without cause within 25 years of construction. The value of the hangar would be determined by a third-party appraiser. For the City, this encourages hangar development which creates airport-derived revenue from leases, fuel sales, and related charges. Should the City ever choose to terminate a lease within this 25 year period as outlined, the City would still end up with the hangar and could use it to also derive revenue without fronting the initial cost of construction.

RECOMMENDATION:

Motion to approve the Airport Lease Draft as presented and authorize the City Manager and Airport Manager to execute leases under these terms.

ATTACHMENTS:

- ▣ Draft Airport Lease Agreement

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this ____ day of _____, _____, by and between the Charlevoix Municipal Airport ("Airport") whose principal offices are 111 Airport Drive, Charlevoix, MI 49720 and _____ (the "Lessee"), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The Lessee leases from the Airport a private hangar lot, as described on a map located at the City of Charlevoix offices. The lot is situated upon the Charlevoix Municipal Airport, an airport owned by the City of Charlevoix. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot # _____ (hereinafter referred to as "lot" or "premises").
2. **Use of the airport:** The Lessee has the privilege of using the public portions of the airport in common with other users. Lessee shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to Lessee, or those claiming under Lessee, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the Airport, the State of Michigan, or the United States government. The Lessee is subject to customary charges for such use as may be established from time to time by the Airport. The Airport reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify Lessee of such entry before entry is made.

The Airport reserves the right to further develop or improve the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. Nothing in this lease shall be construed to prevent Airport from making such commitments as it desires to the Federal Government or the State of Michigan in order to qualify for the expenditure of Federal or State funds on the airport.

3. **Term:** The Airport grants Lessee a five (5) year renewable lease commencing on _____, _____ ("Commencement Date") for the land on which Lessee desires to build a hangar. Such lease shall automatically renew at the conclusion of a five-year term unless either party expresses in writing a desire to terminate the lease. Such notification shall be conveyed to either party via certified mail and shall be given at least one year in advance of the expiration of the lease.
4. **Lease payments:** The Lessee agrees to pay to the Airport an annual sum of \$ _____ per square foot per year, as determined by the dimensions of the leased land. The first such payment is due upon execution of this lease and shall be a pro-rated sum of the annual amount from the date of execution until March 31. After the initial payment, annual lease payments shall be made by April 1 of each year. Payments made after April 30 shall be subject to a 10% late payment fee.

Lease payments shall annually increase by the lesser of 5% or the Inflation Rate Multiplier (calculated pursuant to MCL 211.34d and as issued by the State Tax Commission); however the rate shall not decrease in a year if the Inflation Rate Multiplier is negative.

5. **Construction of private buildings on leased property:** Any structure built upon leased property must be constructed in full compliance with any and all applicable regulations, rules, and orders of the Federal Aviation Administration, the City of Charlevoix, and the Charlevoix Municipal Airport. The Lessor retains the right to, at the time of signing the initial lease or the renewal of any subsequent agreement, provide standards of maintenance, color schemes, and any other change deemed necessary and beneficial to the Charlevoix Municipal Airport. Furthermore, hangars must comply with the Airport Minimum Standards and Airport Ordinance as the City Council may from time to time amend at its sole discretion. Any construction for non-aviation purposes is prohibited unless written approval is given by the Airport Manager. Any commercial activity is prohibited without a license for commercial activity pursuant to the Airport Minimum Standards.

Lessee shall begin construction on the hangar within 180 days of the effective date of this lease. If construction and/or development of a hangar or series of hangars has not substantially begun within 180 days of the signing of this lease, the Airport may, at its sole discretion, terminate this lease without refunding any lease payments made. At the sole discretion of the Airport, an additional 180 days may be provided to begin substantial construction and/or development of the leased premises.

At the Lessor's sole expense if available, utility lines may be extended so long as they are permitted under the Airport Layout Plan. The extension of utilities shall be contingent upon the normal policies applied by the utility servicer. The Lessee shall pay all site improvement costs, including but not limited to, grading, gravel, bituminous, concrete, utility installations, and any other improvements required on the leased property.

Prior to construction of any building located on leased property, the Lessee shall furnish to the Airport, for the Airport Advisory Committee's review and approval by the City Council, the plans for the building. During construction of the building, the Lessee and/or Lessee's contractor shall maintain insurance as required by the City's Schedule of Insurances for the Airport. At a minimum, this shall require that the Lessee and/or Lessee's contractor provide a certificate of insurance showing liability limits of at least \$1 million and name the City and Airport as an Additional Insureds and shall provide insurance with respect to Lessee's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City and Airport, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the Airport. The Lessee shall provide the Airport with a current certificate of liability insurance consistent with these requirements.

6. **Use and Maintenance of leased property:** Lessees, at their own cost and expense, shall take good care of the leased property and any buildings or structures placed thereon. Lessees shall keep and maintain the property in good order and repair and in a clean and neat condition. Use of the leased

premises shall be in keeping with the Airport Minimum Standards. Lessee agrees to comply with all local, state and federal environmental regulations concerning the use of the leased premises.

It is further agreed that the enjoyment and use, in common with others upon the Airport, of all entrances, exits, approaches and approaches for light and air now existing in favor of the airport premises shall not be interfered with or interrupted by any act of the Airport. The Lessee shall not permit any storage, debris, or other material to be left outside of the hangar.

Lessee shall not permit any waste or nuisance on the leased property nor permit anything on the leased property to interfere with the rights of other Lessees of the Airport or users of the airport. In the event the property is not properly maintained, the Airport may, after notifying the Lessee, cause the property to be maintained. The costs of maintenance and an administrative fee will be billed to the Lessee and become Lessee's responsibility. Unpaid billings shall be certified to property taxes.

The cost for customary maintenance routinely performed by the Airport, related to areas affecting the value or use of leased properties are included in the annual lease costs charged for the property, and includes snow removal, grounds maintenance and maintenance of apron areas. Snow removal is performed by Airport employees on a priority basis. The Airport reserves the right to perform snow removal functions in whatever manner it deems necessary. In any case, snow removal in front of buildings is the Lessee's responsibility. The Airport is not required to perform any snow removal function on leased property, but may plow snow on or adjacent to leased properties to expedite other snow removal operations at the airport. Mowing and weed control are the Lessee's responsibility, however, the Airport may mow or perform weed control on or adjacent to leased properties to expedite other maintenance operations. The Airport shall establish the standards by which ramp areas and other paved surfaces are maintained.

7. **Hazardous Materials:** Lessee shall not store hazardous materials on the leased premises except such materials normal to and reasonably necessary for aircraft operation and such maintenance operations reasonably conducted on the premises. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all local, state and federal rules and regulations, and any spill or discharge shall be immediately reported to the Airport. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this lease agreement.
8. **Taxes, assessments, and other charges:** In addition to other charges identified in this agreement, the Lessee shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the Lessee's property or building or any activity of the Lessee. Should it be determined that the interest of the Lessee in this Agreement is taxable, and should any tax be levied, the Lessee shall pay such tax. Upon request by the Airport, the Lessee shall provide proof of such payment. In the event the Lessee fails to pay the lease payments, taxes, assessments, fees, or other charges due, the Airport shall notify the Lessee of the default. If the Lessee fails to cure such default within ten days from the receipt of the written notice, the Airport shall have the right to immediately terminate this lease without further obligation to the Lessee.

9. **Default:** Failure to pay the land lease payment by April 30 shall constitute a breach and default of this agreement. Failure to adhere to any and all standards set forward in this lease, in the Airport Minimum Standards, and the Airport Ordinance shall constitute a breach and default. When any of these conditions shall occur, the Airport shall notify the Lessee in writing of the breach and permit thirty days or other reasonable time, in the Airport's sole discretion, to cure such default. If a default occurs and is not cured, Airport, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:
- a. Airport may, without releasing Lessee from its obligations under the lease, attempt to cure the default. Airport may enter the premises for such purpose and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of Lessee or a termination of this lease;
 - b. With legal process, but without further notice to Lessee, re-enter the premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by Lessee for the full term of this lease. Airport's re-entry of the premises is not a termination of this lease. In the event of such re-entry, Airport may proceed for the collection of money to be paid under this lease or for properly measured damages;
 - c. Terminate this lease upon written notice to Lessee and re-enter the premises as of its former estate, and Lessee covenants in the case of such termination to indemnify Airport against all loss of rents and expenses during the remainder of the term; and
 - d. Exercise all other rights and remedies including injunctive relief, ejectment or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.

In the event of any default and for any type of remedy chosen by Airport, Lessee shall reimburse Airport for all reasonable fees and costs incurred by Airport, including reasonable attorneys' fees, relating to such default and/or the enforcement of Airport's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

10. **Property of Lessee and termination provisions:** It is understood and agreed that the lands above described consist of unimproved real estate and any buildings placed or constructed upon the premises by the Lessee remain Lessee's personal property. At the expiration of the term of this lease or any renewal term hereof, the Lessee may remove any improvement or buildings, provided that the Lessee restore the premises to their present condition, free from any debris or materials remaining from the removal of the structures. All plans for any demolition, in compliance with this paragraph, shall be approved in writing by the Airport Manager. The Lessee hereby grants to the Lessor the option of purchasing any of the buildings or other improvements belonging to the Lessee will be determined by an independent appraiser, mutually selected by the parties. The expense of the independent

appraiser will be shared equally between the parties. If Lessor terminates the lease within 25 years, the Lessee shall have the right to compel Lessor to purchase the buildings or improvements at the appraised value. However, after 25 years, the Lessor will not be required to purchase the building or improvements at the appraised value and Lessor shall have the full discretion to determine whether to make such purchase or whether to allow Lessee to remove the buildings or improvements. The Lessee shall have a period of one hundred and eighty days (180 days) from the termination date to remove property. In the event the Lessee cannot complete the removal within 180 days, the Airport may grant an extension of time, in its sole discretion, if the Lessee can demonstrate the reasons for failure to remove property within the 180 day period are beyond the control of the Lessee. If the Lessee does not remove the property within the period granted by the Airport, the Airport may retain ownership of the building and property for any municipal purpose.

If the leased premises becomes deserted, abandoned or vacated, the Airport may terminate the lease. If the Lessee's interest in the property is taken by process of law, the Airport may terminate the lease. If the buildings or properties on the premises are destroyed, the Airport or Lessee shall have the right to terminate this agreement upon giving written notice, with response, to the other party.

Should the Lessee default in the performance of any terms, conditions or covenants of this Agreement not otherwise specified, and should the default continue for a period of more than thirty (30) days after the Airport serves the Lessee with written notice, the Airport may terminate the lease. This may be done with or without terminating this Agreement and without prejudice to any other remedy for lease payments or breach of covenant. In any such event the Airport may terminate this Agreement by giving written notice of the termination. The rights and remedies given to the Airport are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the Airport at any other or different time of a different or inconsistent remedy.

11. **Liability provisions; Indemnification; Insurance:** Notwithstanding anything to the contrary in this lease, the Airport, its officers, agents, and employees shall not be liable or responsible in any manner to the Lessee, Lessee's successors or assigns, the Lessee's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this lease or the performance of this lease, nor will the Lessee make any claim against the City of Charlevoix or the Airport for or on account of any injury, loss or damage resulting from the Lessee's property or use thereof. The Lessee, and the Lessee's successors or assigns, agree to defend, indemnify and hold City of Charlevoix and the Airport, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney's fees, consulting services, and other technical, administrative or professional assistance. Nothing in this lease shall constitute a waiver or limitation of any immunity or limitation on liability to which the Airport or Airport is entitled. Furthermore, the Lessee shall abide by an indemnification agreement drafted by the Airport Attorney from time to time.

The Lessee shall obtain and keep current a liability insurance policy required by the City of Charlevoix's schedule of insurances, but at least the sum of \$1,000,000 aggregate coverage. The Lessee's policy shall include the Airport as an additional insured, shall be in a form acceptable to the Airport and shall provide insurance with respect to Lessee's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the Airport, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the Airport. The Lessee shall provide the Airport with a current certificate of liability insurance consistent with these requirements.

The Lessee shall meet, and provide upon request verification of, all licensure requirements of the City of Charlevoix, State of Michigan and/or the United States Government to legally comply with this lease.

12. **Transferring, subletting, selling:** The Lessee shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property without first obtaining the written consent of the Airport. Failure to obtain written consent shall be sufficient grounds for terminating this agreement without obligation of the Airport to the Lessee.
13. **Commercial Use:** Lessee must indicate to Airport at time of signing that the leased property will be used to conduct commercial activities and obtain written permission from the Airport to conduct such activities. Any wish to alter the use of the property to include commercial activity during the term of this agreement requires prior written consent of the Airport. Failure to notify the Airport and obtain written consent as described above shall be grounds for immediate termination of this agreement. Commercial activities include repair, restoration, maintenance or rental of aircraft. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any all applicable building code requirements for commercial buildings.
14. **Communication:** At all times, the Lessee shall furnish the Airport Manager with accurate written documentation of the following:
 - Contact information of lessee (including an emergency contact)
 - Name and contact information of Lessee's Business Agent (if applicable)
 - Names of those to whom gate access cards should be issued
 - Tail numbers of all aircraft to be stored in the hangar

Any notice required under this lease shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

If to the Airport:

If to the tenant:

15. **Transferability**: Lessee may transfer, sell, or otherwise convey this lease with the written permission of the Airport Manager. Such permission shall not unduly be withheld without cause. This lease is binding on the heirs and assigns of the parties.
16. **Waiver**: The waiver by Airport or tenant of any breach of any term of this lease shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this lease.
17. **Choice of Law and Venue**: This lease shall be governed by and construed in accordance with the laws of the State of Michigan. Venue for any disputes, controversies, or claims arising out of this lease shall lie in Charlevoix County, State of Michigan, and all parties to this lease waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
18. **Severability**: If any part of this lease shall be held invalid, it shall not affect the validity of the remaining parts of this lease, provided that such invalidity does not materially prejudice either party under the remaining parts of this lease.

Full agreement: This constitutes the full agreement between the parties. This lease may only be amended or modified if done in writing and executed by all parties to this agreement.

Signed in witness whereof this _____ day of _____, 20__

For the Lessee:

Lessee

For the Airport:

Mark L. Heydlauff
City Manager

Joyce Golding
City Clerk

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Set Public Hearing: Vacation of Ferry Avenue Right of Way

DATE: September 18, 2017

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

In 1989, the City moved the trajectory of Ferry Avenue to the west to occupy area vacated by the railroad line. In so doing, the former right-of-way for Ferry Avenue was left in somewhat of an unclear situation. In the opinion of Jim Young, City Attorney at the time, the road is a user road meaning the the right of way should revert back to the original land owner. This is supported by a letter written in 1989 by local surveyor Mary Feindt. Even with these contemporaneous opinions, the original right-of-way persisted on maps.

Irish Boat Shop owns a vacant lot between Ferry Beach Park and Foster Boat Works as can be seen on the map. Irish Boat Shop would like confirmation of the point from which they should measure set-backs for any future development on their property. Given the information outlined above, there is a strong case, supported by our current City Attorney, that the right-of-way from the original street was extinguished when the City moved the street. Nevertheless, a clear way of eliminating any confusion is for the City to vacate this portion of the right-of-way in accordance with City ordinance. This obligates Irish Boat Shop to pay a \$250 vacation fee and the City to notify all residents and property owners within 300 feet of the vacated area.

The included resolution would identify our intent to vacate. Council must set a public hearing with not less than 10 days notice before adopting the resolution. Staff would suggest October 2, 2017 be set as the public hearing.

RECOMMENDATION:

Motion to approve Resolution 2017-09-03 to set a public hearing for October 2, 2017 at 7pm in the Council Chambers of City Hall for the purpose of considering the vacation of a portion of the right-of-way of Ferry Avenue.

ATTACHMENTS:

- ❑ Drost-Mandville Deed
- ❑ Mary Fiendt Letter
- ❑ Council Minutes 1990
- ❑ Resolution 2017-09-03
- ❑ Ferry Avenue Map- Proposed Vacation

KNOW ALL MEN BY THESE PRESENTS: That Irving H. Drost and Anna J. Drost, his wife,
whose address is 1307 Bridge Street, Charlevoix, Michigan 49720,
AND Irving E. Manville & Rose M. Manville, his wife,
whose address is c/o Silver Birch Motel, U.S. 31 South, Charlevoix, Michigan,
Conveys and Warrants to Irish Boat Shop, Inc., a Michigan Corporation,
whose address is Harbor Springs, Michigan

the following described premises situated in the City of Charlevoix
County of Charlevoix, and State of Michigan, to-wit:

Commencing at a point 12k chains (808.5 feet) South of the quarter post
between Sections 26 and 35, Town 34 North, Range 8 West, being the
Southwest corner of a piece of land formerly deeded by Madad Thompson
to George W. Wood; thence South along the North and South quarter line
of said section, 5 chains (330 feet); thence East to the center line of
Ferry Avenue, being the point of beginning of this description; thence
continuing East along the prolongation of the last described course to
the shore of Lake Charlevoix; thence Northerly along said shore to the
South line of the former George W. Wood property; thence Westerly along
said line to the center line of said Ferry Avenue; thence Southwesterly
along the center line of said avenue to the point of beginning; being
part of Government Lot 1, Section 35, Town 34 North, Range 8 West.
Subject to the rights of the public and of any governmental unit in any
part thereof taken, used or deeded for street, road or highway purposes.

It is hereby agreed and understood that neither grantee, or its assigns,
shall hereafter construct any structure or building on the above des-
cribed parcel higher than 35 feet from the natural ground level of said
parcel.

for the consideration of \$100,000.00 (One Hundred Thousand and 00/100) Dollars
subject to restrictions of record.

Dated this 3rd day of January, 1978.

Witnesses:

M. J. Foster
M. J. Foster
Sherrie L. Loucks
Sherrie L. Loucks
M. J. Foster
M. J. Foster
Sherrie L. Loucks
Sherrie L. Loucks

Signed and Sealed:

Irving H. Drost (L.S.)
Irving H. Drost
Anna J. Drost (L.S.)
Anna J. Drost
Irving E. Manville (L.S.)
Irving E. Manville
Rose M. Manville (L.S.)
Rose M. Manville

STATE OF MICHIGAN)
COUNTY OF CHARLEVOIX ss.

The foregoing instrument was acknowledged before me this 3rd day of January,
1978, by Irving H. Drost & Anna J. Drost, his wife, and Irving E. Manville,
& Rose M. Manville, his wife.

My Commission Expires:

September 29, 1980

Maurice J. Foster
MAURICE J. FOSTER NOTARY PUBLIC
Charlevoix County, Michigan

Instrument

Drafted by John R. Michael, Attorney

Business

Address Pine River Bldg., Charlevoix, Mi.

MARY C. FEINDT, President
Michigan Licensed Land Surveyor

FAYE A. FEINDT, Vice-Pres.
Administration
Corporate Secretary

LAWRENCE R. FEINDT, Vice-Pres.
Michigan Licensed Land Surveyor
Illinois Registered Land Surveyor

GEORGE J. AVENDT, JR.
Michigan Licensed Land Surveyor

JAMES B. MALEWITZ
Michigan Licensed Professional Engineer

Charlevoix Abstract & Engineering Co.

ABSTRACTS of TITLE
TITLE INSURANCE
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Women's Business
Enterprise
[WBE]

FIELD OFFICE —
6738 GREENVIEW
DETROIT, MI 48228
(313) 271-0466

213 Bridge St. / P. O. Box 18

Charlevoix, Michigan.

49720

Phone 616 547-9901
FAX 616 547-0041

March 21, 1989

Robert L. Hoffman
Charlevoix City Attorney
103 Belvedere
Charlevoix, Michigan 49720

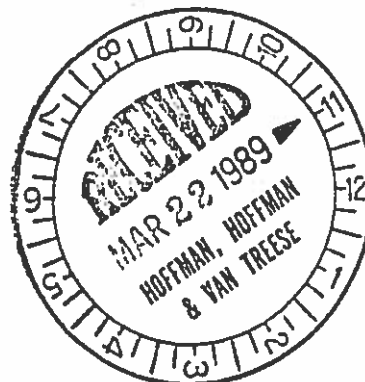
Dear Bob:

This letter is to verify to you that Ferry Avenue of the City of Charlevoix is a "User" street. There has never been anything recorded to authenticate the location of the portion of said street, which has as its Northerly terminus, the Southerly boundary of Eaton's Addition to the Village (now City) of Charlevoix and its Southerly end, the Northerly line of Stover Road.

As a Licensed Land Surveyor I also have knowledge that we have always located said street by taking the center line of the manner in which it now exists.

Sincerely,

Mary C. Feindt
Mary C. Feindt



May 21, 1990
7:00 p.m.

The Charlevoix City Council met in regular session on the above date and time in the Council Chambers of City Hall with Mayor Gary Probert presiding.

PRESENT: Mayor Probert, Manager Wiesner and Attorney Young
Councilmembers Haggard, Whitley, Hoffman, Gaskin, Russell & Potter
ABSENT: None.

PLEDGE OF ALLEGIANCE TO THE FLAG:

INQUIRY INTO POTENTIAL CONFLICTS OF INTEREST:

Councilwoman Gaskin stated Attorney Young has advised she may have a conflict on the Public Hearing for Mr. Spooner, 119 Belvedere Avenue because she lives within 300 feet.

Councilman Russell indicated he has a conflict with the purchase of a vehicle from Kusina Motors as he is employed by them.

APPROVAL OF MINUTES:

The minutes of Regular meeting on May 5, 1990 and Special meeting on May 14, 1990 were approved as printed in the Minute Book.

PUBLIC COMMENTS:

Norm Probert commented on the fact that the City has not received response to communications to our legislators regarding the abandonment of the railroad right-of-way. Mayor Probert reported he and Councilwoman Gaskin had attended a meeting for this purpose this morning.

PUBLIC HEARING-INDUSTRIAL TAX ABATEMENT-MICHIGAN SCIENTIFIC, 200 Ance Road:

Michigan Scientific has filed the proper applications and according to the Charlevoix Industrial Tax Abatement Policy has a score of 115 points which qualifies them for a 12 year tax abatement. They propose to construct an addition of 6,250 square feet to their existing facility.

Moved by Councilmember Hoffman, supported by Councilmember Russell to approve the application for a 12 year Industrial Tax Abatement for Michigan Scientific Corporation, 200 Ance Road for an addition to their existing facility.

Motion approved with the following yea and nay vote:

YEAS: Councilmembers Haggard, Whitley, Hoffman, Gaskin, Russell & Potter
NAYS: None
ABSENT: None.

PUBLIC HEARING-DEVELOPMENT PLAN REVIEW-IRISH BOAT SHOP, 220 Ferry Avenue:

Irish Boat Shop representative, Bill Kenifeck, stated they will complete the landscaping after the sewer is installed. The second driveway will be used mainly as a "work driveway."

In response to a concern, Attorney Young advised that when the roadway was moved, ownership of the right-of-way reverted to the adjacent owners, Irish Boat Shop, according to the Operation of Law.

Moved by Councilmember Russell, supported by Councilmember Hoffman to approve the Site Plan for Irish Boat Shop, 220 Ferry Avenue for a second driveway as recommended by the Planning Commission on May 14, 1990.

Motion approved with the following yea and nay vote:

YEAS: Councilmembers Haggard, Whitley, Hoffman, Gaskin, Russell & Potter
NAYS: None
ABSENT: None.

CITY OF CHARLEVOIX
RESOLUTION NO. 2017-09-03
INTENT TO VACATE FERRY AVENUE RIGHT OF WAY

- WHEREAS,** Ferry Avenue was relocated from its historic location to its current location in 1989; and
- WHEREAS,** the City has not yet determined whether it owns or retains any interest in the historic right of way for Ferry Avenue as a result of the relocation; and
- WHEREAS,** the owner of the Irish Boat Shop has requested that the City vacate a portion of the historic road right of way for Ferry Avenue to resolve any ambiguities about ownership; and
- WHEREAS,** the portion of the historic right of way is occupied by an asphalt area under the operation and control of the Irish Boat Shop; and
- WHEREAS,** to the extent that the City still owns or retains any interest in the historic right of way; the City believes historic right of way area in question is surplus and the vacation of the right of way is in the best interest of the public health, safety and welfare; and
- WHEREAS,** the City is authorized to vacate the historic road right of way through the authority provided in MCL 117.4h(1), MCL 560.256, and MCL 560.257, and the City Code of Ordinances, Article VI (Sections 4.58-4.60); and
- WHEREAS,** the City, through this resolution, declares its intent to vacate a portion of the historic Ferry Avenue right of way and to set a public hearing as provided in the City Code of Ordinances.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council declares its intent to vacate the following described portion of the historic Ferry Avenue right of way:

In the City of Charlevoix, Charlevoix County, Michigan,
BEGINNING at a T-iron stake at the Southwest corner of Lot 1 of J. Milo Eaton's Addition to the City of Charlevoix, as recorded in Liber 1 of Plats, Page 54 and 55; thence along the East line of Ferry Avenue, as it existed in 1978, South 01°10'24" West 46.54 feet to a ½" re-rod; thence continuing along the last described course, South 05°53'24" West 292.85 feet to a ½" re-rod on the South line of the former Irving H. & Anna J. Drost and Irving E. & Rose M. Manville Property described in Liber 247, Page 543, Charlevoix County records; thence along the South line of said Drost and Manville Property, North 89°03'36" West 33.12 feet to the center line of said Ferry Avenue and West line of said Drost and Manville Property; thence along said center line and West line of said Drost and Manville Property, North 05°53'24" East 214.89 feet to a point being 66 feet East of the West line of the former C & O Railroad Right-of-Way, as measured perpendicular thereto; thence parallel with the West line of said railroad right-of-way, North 15°40'09" East 128.46 feet to the South line of said J. Milo Eaton's Addition; thence along the aforementioned South line, South 88°51'31" East 7.38 feet to the point of beginning, being a part of Government Lot 1, Section 35, Township 34 North, Range 8 West and containing 0.224 acres. Subject to the right of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

FURTHER BE IT RESOLVED, that City shall hold a public hearing on October 2, 2017, and the City Clerk shall publish and provide written notice of the public hearing to landowners within 300 feet of the area to be vacated as provided in Article VI of the City's Code of Ordinances.

RESOLVED this 18th day of June 2017 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas:

Nays:

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Set Public Hearing: Short Term Rental Ordinance

DATE: September 18, 2017

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

As you know, the Charlevoix City Planning Commission has developed a draft short-term rental ordinance for the City Council's review and discussion. As currently written, the draft ordinance would:

- Propose new and/or modified definitions of relevant terms
- Require registration of short-term rentals that are rented two or more weeks per year
- Require owners/agents of short-term rentals to provide basic information about the rental unit
- Require relevant information, including a "good neighbor guide," to be posted/provided/visible to tenants and others
- Require compliance with relevant City codes, including safety, inspections, nuisance, and fireworks codes
- Propose procedures necessary for effective administration of the ordinance

City staff presented the proposed ordinance at the August City Council meeting, at which time the Council advised the Planning Commission and staff to proceed with a public hearing process and attorney review. City attorney Scott Howard has reviewed the language and proposed some minor changes. At the September 11 Planning Commission meeting, the Planning Commission moved to recommend approval of the ordinance with changes. The approved draft is attached for your reference.

City staff recommends scheduling a public hearing on the attached proposed short-term rental ordinance for Monday, October 16.

If you have any questions, please don't hesitate to contact Sarah Lucas at 231-929-5034, or via email at sarahlucas@networksnorthwest.org.

RECOMMENDATION:

Motion to set a Public Hearing on the draft Short Term Rental Ordinance for 7pm on Monday, October 16, 2017 and authorize staff to publicize the hearing.

ATTACHMENTS:

- ❑ Proposed Short-Term Rental Amendments
- ❑ Ordinance 784 draft
- ❑ Good Visitor Guide

CITY OF CHARLEVOIX ZONING ORDINANCE PROPOSED SHORT-TERM RENTAL AMENDMENTS 10-19-17

ARTICLE 2 DEFINITIONS

5.6 Definitions A – B

Bed and Breakfast. ~~A building or structure, or portion thereof, where two or more individual rooms are rented separately to transients for compensation.~~ Any place of lodging that provides rooms for rent for more than 10 nights in a 12-month period, is the owner's personal residence, is occupied by the owner or owner's representative at the time of rental, and in which a morning meal is served to guests. (Note: the proposed language modifies existing language. Existing language, shown in ~~strikeout text~~, is proposed to be removed.)

Bedroom. A separate room or space with a legal means of egress, used or intended to be used specifically for sleeping purposes. The following spaces do not qualify as bedrooms: 1) kitchens; 2) dining areas; 3) gathering spaces such as family rooms, dens, or living rooms; and 4) attics or basements without egress meeting standards in applicable building, residential, and fire codes.

5.7 Definitions C – D

Dwelling Unit. A building or portion of a building, designed for use and occupancy by individuals, or one family, for living and sleeping purposes and with housekeeping facilities. A recreational vehicle, vehicle chassis or tent is not considered a dwelling.

(1) Dwelling, Multiple Family. A building containing three (3) or more dwelling units where each unit may have access to a common hallway, stairs or elevator, or where each unit may have individual access to a street or common courtyard.

(2) Dwelling, Single Family. (a) Detached. A single family dwelling unit that is separate and distinct from any other dwelling. A single family dwelling that does not share a party wall with any other dwelling is a detached single family dwelling.

(b) Attached. A dwelling designed for occupancy by one (1) family in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another, and each unit is separated from any other unit by one or more vertical common fire-resistant walls (also known as a townhouse or rowhouse).

(3) Dwelling, Two Family. A single family dwelling unit attached to one (1) other single family dwelling by a common wall **or floor** (also known as a "duplex"). (Note: the proposed language modifies existing language. New language, shown in ***bold italics***, is proposed to be added.)

5.9 Definitions G - H

Good Visitor Guideline Materials. Materials prepared by the City's Planning and Zoning Department that may include, but are not limited to, the following: 1) a summary of the City's noise ordinance, fireworks ordinance, trash disposal ordinances, and applicable offenses against the public peace; 2) a reminder that the rental property is located in a residential neighborhood and that neighbors may not be vacationing; 3) information regarding amenities and regulations regarding pets; 4) parking rules and designated areas; 5) street address; 6) safety features; and 7) a statement informing the renters that neighboring property owners may contact the local agent and local police to report any issues relating to the property. The Good Visitor Guideline Materials may be revised by the City's Planning and Zoning Department from time to time.

5.11 Definitions L - M

Local Agent. An individual designated to oversee the short-term rental of a dwelling unit in accordance with this article and to respond to calls from renters, concerned citizens, law enforcement, and representatives of the city. The local agent must be available to accept telephone calls on a 24 hour basis at all times that the short-term rental is rented and occupied. The local agent must have a key to the rental unit and be able to respond to the short-term rental within sixty (60) minutes to address issues or must have arranged for another person to address issues within the same timeframe.

5.14 Definitions R - S

Short-term rental. Any dwelling or condominium or portion thereof, excepting boat docks, that is available for use for a fee or other compensation for a term of less than 30 consecutive days, not including bed and breakfasts, hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, and hospitals or other health care related facilities.

ARTICLE 5 USE REQUIREMENTS

Section 5.55 Other Uses

4) Short-Term Rentals

a) Registration Required. All dwelling units used for short-term rentals for a total of two (2) or more weeks per calendar year shall be registered with the City. The short-term rental of an unregistered dwelling unit for a total of two or more weeks during a calendar year is prohibited. Registration shall be issued by calendar year. All short-term rental registrations shall expire at the end of the calendar year and must be renewed each year.

b). Application. To register a dwelling unit used for short-term rentals, the property owner or agent of the owner shall, for each unit on the property:

1. Provide and certify as true the following on a form provided by the City:

- a) Name, address, and telephone number of the local agent for the dwelling unit
 - b) The street address of the dwelling unit, along with other identification if more than one dwelling unit has the same street address.
 - c) The number of bedrooms in each dwelling unit, and in the dwelling as a whole.
 - d) The number of weeks the dwelling unit is available for short term rental each calendar year.
 - e) A statement certifying that the property owner or a local agent will provide at least one copy of the City's good visitor guideline materials to the renters each time the dwelling unit is rented.
 - f) A statement indicating which year the dwelling unit was first used as a short-term rental, and for how many weeks it was rented in the previous calendar year.
 - g) Such other information as the City deems appropriate.
2. Pay an administrative fee, as set by resolution of the City Council.

(c) Regulations.

1. **Local agent required.** All dwelling units used for short-term rentals shall have a designated local agent.
2. **Contact information posted in window.** A notice shall be posted in a prominent first-floor door or window of any dwelling unit used for short-term rentals stating (in at least 16-point type) the name of the local agent, a 24-hour telephone number with which the agent can be reached.
3. **Compliance with codes.** The dwelling unit must meet all applicable residential building, health department, nuisance, and safety codes.
4. **Noise and nuisance.** Noise during quiet hours must be limited to that which does not disturb the quiet, comfort or repose of a reasonable person of normal sensitivities. Quiet hours shall be from 11:00 PM to 7:00 AM. The City of Charlevoix Noise Control Ordinance shall apply.
5. **Fireworks.** Fireworks of any kind are not allowed on rental property except in accordance with the City of Charlevoix Fireworks Ordinance.

(d) Inspections and Conditions. Upon written complaint, the zoning administrator may make periodic inspections of a short-term rental to ensure continuing compliance with the approval standards specified in this Ordinance. In addition, the zoning administrator may impose reasonable conditions on a registration issued under this Ordinance which are reasonably necessary to ensure compliance with the approval standards provided in this Ordinance.

(e) Suspension or Revocation of Short Term Rental Registration.

1. Grounds for Suspension or Revocation. In addition to any other penalty authorized by law, a short term rental registration may be suspended or revoked if the Zoning Administrator finds by competent, material, and substantial evidence and after written notice of the charges to the owner and an opportunity to be heard, that the licensee or his or her agents or employees has or have violated, or failed to fulfill, the requirements of any of the following:

- a. Any provision of this Ordinance
- b. Title VI of the City Code: Health Regulations
- c. Title IX of the City Code: Police Regulations
- d. Title II of the City Code: Utilities and Services
- e. Any provision of the Zoning Ordinance or any permit or approval issued pursuant to the Zoning Ordinance.

The Zoning Administrator may find that the property owner and agent should not be held responsible for one or more of the three requisite violations due to extenuating circumstances. Extenuating circumstances may include circumstances that the owner or the owner's agent could not reasonably anticipate and prevent, and could not reasonably control.

2. Revocation Procedure. The written notice of the charges and the notice of the hearing shall be personally served on the owner or agent or served on the owner by certified mail, restricted delivery, no less than 21 days before the hearing before the Zoning Administrator.

- a. Upon a finding by the Zoning Administrator of a First violation within any twelve (12) month period, the short term rental registration may be suspended for up to thirty (30) days and during said time the premises shall not be utilized for a short term rental.
- b. Upon a finding by the Zoning Administrator of a Second violation within any twelve (12) month period, the short term rental registration shall be suspended for thirty (30) days and during said time the premises shall not be utilized for a short term rental.
- c. Upon a finding by the Zoning Administrator of a Third violation within any twelve (12) month period, the short term rental registration shall be revoked and the owner or local agent who had been issued the short term rental registration shall not again be issued a short term rental registration for a period of twelve (12) months and during said time the premises shall not be utilized for a short term rental. Appeal from denial or suspension or revocation of a short term rental registration is allowed.

f) Appeals. Upon a determination by the zoning administrator that the registration of a dwelling unit is subject to revocation pursuant to subsection 5.55.3(e), the zoning administrator shall issue a notice to the owner and agent stating that the City intends to revoke the rental registration. The notice shall inform the owner and local agent of a right to a hearing to show cause as to why the registration should not be revoked. If a hearing is requested within 14 days of the service of the notice, the City shall schedule the hearing before the Zoning Board of Appeals and notify the owner and agent in writing of a time and place for that hearing. At the hearing, the owner and agent may present evidence that the requirements for revocation provided in 5.55.3(e) are not satisfied, or that the property owner and agent should not be held responsible for one or more of the three requisite violations due to extenuating circumstances. Extenuating circumstances may include circumstances that the owner or the owner's agent could not reasonably anticipate and prevent, and could not reasonably control. The Zoning Board of Appeals shall independently determine whether there is competent, material, and substantial evidence establishing a violation of Section 5.55.3, and/or whether there is competent, material, and substantial evidence establishing that extenuating circumstances

exist.

**CITY OF CHARLEVOIX
ORDINANCE NO. 784 of 2017**

AN ORDINANCE TO AMEND ARTICLES 2 AND 5 OF CHAPTER 51 OF TITLE V PLANNING & ZONING OF THE CHARLEVOIX CITY CODE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Amendment of Title V, Chapter 50, Article 2, Sections 5.6, 5.7, 5.9, and 5.11 Definitions

The following definitions are hereby added or amended to read in their entirety as follows:

Bed and Breakfast. Any place of lodging that provides rooms for rent for more than 10 nights in a 12-month period, is the owner's personal residence, is occupied by the owner or owner's representative at the time of rental, and in which a morning meal is served to guests.

Bedroom. A separate room or space with a legal means of egress, used or intended to be used specifically for sleeping purposes. The following spaces do not qualify as bedrooms:

- (1) kitchens;
- (2) dining areas;
- (3) gathering spaces such as family rooms, dens, or living rooms; and
- (4) attics or basements without egress meeting standards in applicable building, residential, and fire codes.

Dwelling Unit. A building or portion of a building, designed for use and occupancy by individuals, or one family, for living and sleeping purposes and with housekeeping facilities. A recreational vehicle, vehicle chassis or tent is not considered a dwelling.

- (1) *Dwelling, Multiple Family.* A building containing three (3) or more dwelling units where each unit may have access to a common hallway, stairs or elevator, or where each unit may have individual access to a street or common courtyard.
- (2) *Dwelling, Single Family.*
 - (a) *Detached.* A single family dwelling unit that is separate and distinct from any other dwelling. A single family dwelling that does not share a party wall with any other dwelling is a detached single family dwelling.
 - (b) *Attached.* A dwelling designed for occupancy by one (1) family in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another, and each unit is separated from any other unit by one or more vertical common fire-resistant walls (also known as a townhouse or rowhouse).
- (3) *Dwelling, Two Family.* A single family dwelling unit attached to one (1) other single family dwelling by a common wall or floor (also known as a "duplex").

Good Visitor Guideline Materials. Materials prepared by the City's Planning and Zoning Department that may include, but are not limited to, the following:

- (1) a summary of the City's noise ordinance, fireworks ordinance, trash disposal ordinances, and applicable offenses against the public peace;
- (2) a reminder that the rental property is located in a residential neighborhood and that neighbors may not be vacationing;
- (3) information regarding amenities and regulations regarding pets;
- (4) parking rules and designated areas;
- (5) street address;
- (6) safety features; and
- (7) a statement informing the renters that neighboring property owners may contact the local agent and local police to report any issues relating to the property.

The Good Visitor Guideline Materials may be revised by the City's Planning and Zoning Department from time to time.

Local Agent. An individual designated to oversee the short-term rental of a dwelling unit in accordance with this article and to respond to calls from renters, concerned citizens, law enforcement, and representatives of the city. The local agent must be available to accept telephone calls on a 24 hour basis at all times that the short-term rental is rented and occupied. The local agent must have a key to the rental unit and be able to respond to the short-term rental within sixty (60) minutes to address issues or must have arranged for another person to address issues within the same timeframe.

Short-Term Rental. Any dwelling or condominium or portion thereof, excepting boat docks, that is available for use for a fee or other compensation for a term of less than 30 consecutive days, not including bed and breakfasts, hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, and hospitals or other health care related facilities.

SECTION 2. Amendment of Title V, Chapter 50, Article 5, Section 5.55 Other Uses

Section 5.55 Other Uses (5) Short-Term Rentals is hereby added and shall read in its entirety as follows:

- (5) *Short-Term Rentals.*
 - (a) Registration Required. All dwelling units used for short-term rentals for a total of two (2) or more weeks per calendar year shall be registered with the City. The short-term rental of an unregistered dwelling unit for a total of two or more weeks during a calendar year is

prohibited. Registration shall be issued by calendar year. All short-term rental registrations shall expire at the end of the calendar year and must be renewed each year.

(b) Application. To register a dwelling unit used for short-term rentals, the property owner or agent of the owner shall, for each unit on the property:

1. Provide and certify as true the following on a form provided by the City:
 - a) Name, address, and telephone number of the local agent for the dwelling unit
 - b) The street address of the dwelling unit, along with other identification if more than one dwelling unit has the same street address.
 - c) The number of bedrooms in each dwelling unit, and in the dwelling as a whole.
 - d) The number of weeks the dwelling unit is available for short term rental each calendar year.
 - e) A statement certifying that the property owner or a local agent will provide at least one copy of the City's good visitor guideline materials to the renters each time the dwelling unit is rented.
 - f) A statement indicating which year the dwelling unit was first used as a short-term rental, and for how many weeks it was rented in the previous calendar year.
 - g) Such other information as the City deems appropriate.
2. Pay an administrative fee, as set by resolution of the City Council.

(c) Regulations.

1. Local agent required. All dwelling units used for short-term rentals shall have a designated local agent.
2. Contact information posted in window. A notice shall be posted in a prominent first-floor door or window of any dwelling unit used for short-term rentals stating (in at least 16-point type) the name of the local agent, a 24-hour telephone number with which the agent can be reached.
3. Compliance with codes. The dwelling unit must meet all applicable residential building, health department, nuisance, and safety codes.
4. Noise and nuisance. Noise during quiet hours must be limited to that which does not disturb the quiet, comfort or repose of a reasonable person of normal sensitivities. Quiet hours shall be from 11:00 PM to 7:00 AM. The City of Charlevoix Noise Control Ordinance shall apply.
5. Fireworks. Fireworks of any kind are not allowed on rental property except in accordance with the City of Charlevoix Fireworks Ordinance.

(d) Inspections and Conditions. Upon written complaint, the zoning administrator may make periodic inspections of a short-term rental to ensure continuing compliance with the approval standards specified in this Ordinance. In addition, the zoning administrator may impose reasonable conditions on a registration issued under this Ordinance which are reasonably necessary to ensure compliance with the approval standards provided in this Ordinance.

(e) Suspension or Revocation of Short Term Rental Registration.

1. Grounds for Suspension or Revocation. In addition to any other penalty authorized by law, a short term rental registration may be suspended or revoked if the Zoning Administrator finds by competent, material, and substantial evidence and after written notice of the charges to the owner and an opportunity to be heard, that the licensee or his or her agents or employees has or have violated, or failed to fulfill, the requirements of any of the following:
 - a. Any provision of this Ordinance
 - b. Title VI of the City Code: Health Regulations
 - c. Title IX of the City Code: Police Regulations
 - d. Title II of the City Code: Utilities and Services
 - e. Any provision of the Zoning Ordinance or any permit or approval issued pursuant to the Zoning Ordinance.

The Zoning Administrator may find that the property owner and agent should not be held responsible for one or more of the three requisite violations due to extenuating circumstances. Extenuating circumstances may include circumstances that the owner or the owner's agent could not reasonably anticipate and prevent, and could not reasonably control.

2. Revocation Procedure. The written notice of the charges and the notice of the hearing shall be personally served on the owner or agent or served on the owner by certified mail, restricted delivery, no less than 21 days before the hearing before the Zoning Administrator.
 - a. Upon a finding by the Zoning Administrator of a First violation within any twelve (12) month period, the short term rental registration may be suspended for up to thirty (30) days and during said time the premises shall not be utilized for a short term rental.
 - b. Upon a finding by the Zoning Administrator of a Second violation within any twelve (12) month period, the short term rental registration shall be suspended for thirty (30) days and during said time the premises shall not be utilized for a short term rental.
 - c. Upon a finding by the Zoning Administrator of a Third violation within any twelve (12) month period, the short term rental registration shall be revoked and the owner or local agent who had been issued the short term rental registration shall not

(f) Appeals. Upon a determination by the zoning administrator that the registration of a dwelling unit is subject to revocation pursuant to subsection 5.55.3(e), the zoning administrator shall issue a notice to the owner and agent stating that the City intends to revoke the rental registration. The notice shall inform the owner and local agent of a right to a hearing to show cause as to why the registration should not be revoked. If a hearing is requested within 14 days of the service of the notice, the City shall schedule the hearing before the Zoning Board of Appeals and notify the owner and agent in writing of a time and place for that hearing. At the hearing, the owner and agent may present evidence that the requirements for revocation provided in 5.55.3(e) are not satisfied, or that the property owner and agent should not be held responsible for one or more of the three requisite violations due to extenuating circumstances. Extenuating circumstances may include circumstances that the owner or the owner's agent could not reasonably anticipate and prevent, and could not reasonably control. The Zoning Board of Appeals shall independently determine whether there is competent, material, and substantial evidence establishing a violation of Section 5.55.3, and/or whether there is competent, material, and substantial evidence establishing that extenuating circumstances exist.

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.

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

Motion by:
Seconded by:
Yeas:
Nays:

State of Michigan)
) §
City of Charlevoix)

Mayor

City of Charlevoix

GOOD VISITOR GUIDE

1. The City of Charlevoix Noise Control Ordinance has Quiet Hours from 11:00 p.m. to 7:00 a.m. Your neighbors may not be vacationing, especially in residential areas.
2. The City of Charlevoix Fireworks Ordinance does not allow any fireworks. This also includes Chinese Lanterns (paper balloons that go aloft by candle).
3. Vehicle parking needs to be in designated driveway or properly at the street. The City of Charlevoix Parking Ordinance requires off-street parking in winter.
4. The City of Charlevoix Pet Ordinance requires pets not in their yard to be on a leash. Pick-up after pets is required and pick-up stations are available. Pets are NOT allowed in the park during events (concerts, vendor fairs, etc.) There is not a designated dog park in Charlevoix and pets are not to be on the beaches.
5. Trash is to be put at the curb edge. The pick-up date for this property is:
6. Alcohol is not allowed in any City park, playground, recreational area or athletic field between the hours of 9:30 p.m. and 6:00 a.m. Alcohol is also prohibited in any park within 1,000 feet of US 31.
7. Please do enjoy:
 - Charlevoix Chamber of Commerce
 - Charlevoix Convention and Visitors Bureau at 109 West Mason Street, or online at www.charlevoix.org
 - Charlevoix's parks and three city beaches: Lake Michigan, Depot, and Ferry Earl Young Mushroom Houses
 - The drawbridge, which goes up on the hour and half hour if there is boat traffic
 - Bike and Walking trails: Mount McSaubia, Lake-to-Lake
 - The Charlevoix Public Library at 22 West Clinton Street.

Dear Property Owner,

The City of Charlevoix has adopted Ordinance __, to provide for the annual registration of Short-Term Rentals.

The purpose of this Ordinance is to:

1. Provide information and assistance to property owners/landlords regarding insurance needs, business and tax issues, and other issues.
2. Provide information and assistance to the visitors/renters through a "Good Visitor Guide" to enhance their Charlevoix experience and encourage responsible renters and neighbors.
3. Provide information for the city on short-term rentals to ensure the health and safety for our residents and visitors.
4. Short-term rentals are homes that are rented for a term of less than 30 consecutive days. They do not include bed and breakfasts, hotel rooms, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, and hospitals or other health care related facilities.

If this applies to your residence, please complete the attached form.

If you are uncertain if this applies to you, or if you have any questions, please contact__.

Office of Planning and Zoning
Zoning Administrator
210 State Street Charlevoix, MI. 49720
planner@cityofcharlevoix.org
www.cityofcharlevoix.org
(231)547-3265

SHORT-TERM RENTAL REGISTRATION

APPLICATION

1. This application is to be completed by the applicant, signed, and filed with the Zoning Administrator.
2. Applicant must pay \$__ Short-Term Rental Registration fee made payable to the City of Charlevoix. For multiple rentals within one property (as determined by a single tax identification number), only one fee is required, but each unit must have a separate registration.
3. Two copies of the approved registration are provided to the applicant. The original application is part of the City's permanent records.

SHORT-TERM RENTAL REGISTRATION APPLICATION

Applicant

Address of Rental

Property Owner Name (if different than applicant)

Property Owner Address (If different than address of subject property)

Local Agent (24-hour, 7-day-a-week contact) Name

Local Agent Address

Property Owner Phone

Local Agent Phone

Unit __ of __

Number of Bedrooms in the Rental Unit _____

Total Maximum Number of Occupants _____

Number of Weeks Rental Unit is Available in a Calendar Year _____

Number of Weeks Rented in Previous Calendar Year _____

First Year Rented _____

AFFIDAVIT

I agree the statements made in the above application are true, and if found not to be true, any registration or permit issued may be void.

I also agree to comply with the conditions and regulations provided with any registration or permit that may be issued.

Further, I agree that any permit that may be issued is issued with the understanding that the individual(s) or organization(s) named or represented on that permit will comply with all applicable sections of the Charlevoix City Code.

Accordingly, I agree that at least one copy of the City's Good Visitor Guidelines will be provided to renters each time the dwelling unit is rented, and that one copy with the address of the property will be clearly posted in the kitchen..

I also agree that a local agent will be available to oversee the short-term rental in accordance with City Code and to respond to calls from renters, concerned citizens, and representatives of the City. The local agent will be available to accept telephone calls on a 24-hour basis at all times that the short-term rental is rented and occupied, and will have a key to the rental unit and be able to respond to the rental within 60 minutes to address issues, or will have arranged for another person to address issues in the same timeframe.

I also agree that the address of the property and the contact information for the local agent must be posted in a prominent first-floor door or window of each unit used as short-term rental.

Finally, I understand that this is an application for a short-term rental registration only (not a zoning permit) and does not include any representation or conveyance of rights in any other statute, building code, deed restriction, or other property rights.

Owner Signature

Date

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Water/Wastewater Treatment Plant Administration

DATE: September 18, 2017

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

In February of 2016 our Superintendent of the Water and Wastewater Treatment Plants resigned. Upon his departure, I named long-time employees Randy Wurst as Interim Operator-in-Charge at the Wastewater Treatment Plant and Shelley Mayer as the Interim Operator-in-Charge at the Water Treatment Plant. I would like to issue a \$3,500 Performance Bonus to both Randy and Shelley for their past performance of keeping the Water Treatment and Wastewater Treatment Plants operating smoothly during the Interim.

I am proposing that we eliminate the Superintendent position. I would like to hire from our current staff a Chief Operator to direct the Water Treatment plant and a Chief Operator to direct the Wastewater Treatment plant. I am recommending a 16% increase in pay for the Water/Wastewater Operators that are selected for these positions. I am recommending that these positions remain in the CWA Bargaining Unit. We have previously discussed this with the CWA and have drafted an agreement that the selected employees will sign at the time of hire clarifying this arrangement.

In addition to the responsibility of managing these plants, the selected employees will continue doing their regular operator duties while managing the plant. As a result, I am proposing that we hire an additional Water/Wastewater Operator to join the other operators in rotating between the two plants.

I believe this plan will be cost neutral while providing additional skilled labor to maintain these important pieces of our infrastructure. Mr. Wurst and Ms. Mayer have done an excellent job in the interim and I commend their dedication to the City of Charlevoix.

RECOMMENDATION:

Motion to approve the job descriptions for the two Chief Operator positions and authorize the City Manager to sign necessary agreements with the Communication Workers of America to implement this change.

ATTACHMENTS:

- ❑ Chief Operator - Wastewater Treatment Plant Job Description
- ❑ Chief Operator - Water Treatment Plant Job Description
- ❑ Draft Memo of Understanding - Chief Operators of Water and Wastewater Treatment Plants

CITY OF CHARLEVOIX

Title: Chief Operator – Wastewater Treatment Plant **FLSA:** Hourly
Status: Full-time, Union

Department: Wastewater Treatment Plant

Reports To: City Manager

Date: September 18, 2017

Position Purpose and Objectives

Under direction, supervises and participates in the safe and effective operation of the Wastewater Treatment Plant (WWTP), and the sewage pump stations (collectively, “the facilities”).

Scope and Environment

The Chief Operator must maintain a close working relationship with the City Manager and City Council, Michigan Department of Environmental Quality (MDEQ), Department of Public Works Superintendent, the ratepayers, and others affected directly or indirectly by the operation of the facilities: He/she must present a positive image of the City at all times. The Chief Operator may be scheduled “on-call” for consecutive 24-hour periods and is required to maintain prompt response-time and regular staffing of the facilities.

Essential Job Functions

- Under direction, supervises and participates in the safe and effective operation and maintenance of the WWTP.
- Operate and maintain pumps, valves, and other mechanical equipment. Repair and lubricate equipment, using hand tools and power tools.
- Operate emergency equipment in case of power failure.
- Add and adjust process chemicals.
- Collect and test water and sewage samples using test equipment and color analysis standards.
- Accurately record routine operational data, personnel in attendance, and meter and gauge readings, including rates of water flow, pressure, temperature, atmospheric conditions, chemical and power usage, et al.
- Assist in the preparation of various reports; relay pertinent data to co-workers in oral, written, and electronic form.
- Practice all OSHA, MIOSHA, and City safety protocols.
- Higher levels observe gauge levels and other instruments to determine conditions.
- Operate and adjust controls to purify/clarify water, process or dispose of sewage and generate power and other mechanical equipment needed to operate the plants.
- Inspect equipment – monitor conditions and equipment to determine load requirements and to detect malfunctions.
- Comply with MDEQ Discharge Permits
- Oversees and performs general plant maintenance work.
- Organize and direct activities of employees in the operation and maintenance of wastewater filtration plants, including scheduling shift crews and work requirements.

- Develop and maintain written procedures such as process control strategies that ensure proper operation of the WWTP. These procedures include step-by-step direction of the sequence to be followed and documentation required. For example, the process control strategies identify the purpose of the unit process, the factors that affect the performance of the process, and the values (or range of values) that the operators will target. The strategies will also discuss the interrelationships between the various unit processes.
- Develop plans and procedures to respond to mechanical malfunctions, wastewater quality, and the like. Decides remedial action in emergency situations.
- Develop, implement, and maintain a Quality Assurance / Quality Control (QA/QC) program that meets all requirements of the MDEQ and which guarantees the legal defensibility of the analytical results. Monitor operations for adherence to established water purity standards.
- Analyze and evaluate operational data; initiates and directs operational changes and practices.
- Prepare monthly reports sent to regulatory agencies, such as the State of Michigan, to fulfill requirements of the permits under which the WWTP operate. Write letters to the MDEQ that explain any violations or deviations from approved practices.
- Implement a comprehensive maintenance management program that ensures equipment operability and process flexibility. Maintain a system of recurring, preventive maintenance work orders and documentation of all repairs that occur.
- Prepare detailed budget recommendations (for review and approval by the City Manager) that accurately reflect the anticipated costs for the proper operation of the facilities. Prepare summary reports that allow a comparison of budgeted costs versus actual costs. Prepare bids and requisitions for plant equipment, materials, supplies, and services.
- Inspects and monitors performance of contractors, when assigned.
- Obtains necessary permits to perform required work.
- Ensures that employees follow safety practices in work methods and procedures; enforces proper safety procedures while working in dangerous situations (i.e. confined space (lift stations, hazardous materials, etc.) Educates employees on rules, regulations, codes, safe work habits and potential hazards presented by their work.
- Revise and maintain a health and safety program that includes frequent training, regular inspections, and timely documentation remediation of unsafe conditions and unsafe acts.
- Interview job candidates and recommend candidate(s) for employment. Supervise, train and direct activities of employees. Prepare and conduct employee performance evaluations, issue commendations, and when warranted advise the City Manager of issues that may require employee disciplinary action. Review and approve employee time records.
- At the City Manager's request, attend City Council meetings to explain details of plant operations, permits, budgets, etc.
- Keep current on emerging wastewater treatment strategies and technologies.
- Perform other related duties as assigned.

Knowledge, Skills, and Abilities

- Comprehensive knowledge of maintenance needs of wastewater plant equipment and machinery.
- Comprehensive knowledge of state and federal wastewater quality requirements and standards.
- Comprehensive knowledge of methods and techniques, materials, tools and equipment used in wastewater treatment plants.
- Operation of an activated sludge wastewater treatment plant and lift stations.
- Ability to maintain records, analyze data, understand and communicate complex information orally as well as in written form (technical reports).
- Mathematical and mechanical aptitudes.
- Diagrams, and blueprints.
- Computer software used in wastewater facilities.
- Physical (static and trunk) strength, dexterity, and coordination to safely handle drums of chemicals as needed.
- To make precisely coordinated movements (control mechanisms and vehicles).
- Attention to detail; ability to comprehend detailed instructions and communicate clearly.
- Ability to see details at close range.
- Ability to supervise and direct activities of wastewater treatment plant employees.
- Responsible attitude/commitment to safety.
- Ability to communicate with the general public.
- Strong interpersonal skills and the ability to maintain effective working relationships with stakeholders.
- Ability to project a positive public image of the City of Charlevoix.
- Positive attitude and respectful of property and employees.
- Drive or operate assigned equipment and vehicles.
- Ability to work in adverse weather conditions/exposed to variety of physical substances.
- Ability to maintain licenses/certification.

Education and Experience

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training: Graduation from high school or equivalent. College level training or experience in supervision is highly desirable.

Experience: Five years' experience in the operation and maintenance of a similar-size wastewater treatment facility, plus three or more years in a supervisory/lead capacity is highly desirable.

License or Certificate

- Possession of an active Class B (or higher) Sewage Treatment Works certificate.
- Possession of a valid Michigan driver's license.

NOTE: This job description is subject to change with a change in the MDEQ plants classification for the City of Charlevoix.

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change.

City Council Approval: Pending

CITY OF CHARLEVOIX

Title: Chief Operator – Water Treatment Plant

FLSA: Hourly
Status: Full-time, Union

Department: Water Treatment Plant

Reports To: City Manager

Date: September 18, 2017

Position Purpose and Objectives

Under direction, supervises and participates in the safe and effective operation and maintenance of the Water Treatment Plant (WTP).

Scope and Environment

The Chief Operator must maintain a close working relationship with the City Manager and City Council, Michigan Department of Environmental Quality (MDEQ), Department of Public Works Superintendent, the ratepayers, water distribution operators, and others affected directly or indirectly by the operation of the facilities: He/she must present a positive image of the City at all times. The Chief Operator may be scheduled "on-call" for consecutive 24-hour periods and is required to maintain prompt response-time and regular staffing of the facilities.

Essential Job Functions

- Under direction, supervises and participates in the safe and effective operation and maintenance of the WTP.
- Operate and maintain pumps, valves, chlorinators, and other mechanical equipment. Repair and lubricate equipment, using hand tools and power tools.
- Operate emergency equipment in case of power failure.
- Add and adjust process chemicals.
- Collect and test water using test equipment and color analysis standards.
- Accurately record routine operational data, personnel in attendance, and meter and gauge readings, including rates of water flow, pressure, temperature, atmospheric conditions, chemical and power usage, et al.
- Assist in the preparation of various reports; relay pertinent data to co-workers in oral, written, and electronic form.
- Practice all OSHA, MIOSHA, and City safety protocols.
- Higher levels observe gauge levels and other instruments to determine conditions.
- Operate and adjust controls to purify/clarify water and generate power and other mechanical equipment needed to operate the plants.
- Inspect equipment – monitor conditions and equipment to determine load requirements and to detect malfunctions.
- Comply with all MDEQ requirements.
- Responsible for the communication and alarms between the plant and the tower.
- Oversees and performs general plant maintenance work.
- Organize and direct activities of employees in the operation and maintenance of water filtration plants, including scheduling shift crews and work requirements.

- Develop and maintain written procedures such as process control strategies that ensure proper operation of the WTP. These procedures include step-by-step direction of the sequence to be followed and documentation required. For example, the process control strategies identify the purpose of the unit process, the factors that affect the performance of the process, and the values (or range of values) that the operators will target. The strategies will also discuss the interrelationships between the various unit processes.
- Develop plans and procedures to respond to mechanical malfunctions, water quality, and the like. Decides remedial action in emergency situations.
- Develop, implement, and maintain a Quality Assurance / Quality Control (QA/QC) program that meets all requirements of the MDEQ and which guarantees the legal defensibility of the analytical results. Monitor operations for adherence to established water purity standards.
- Analyze and evaluate operational data; initiates and directs operational changes and practices.
- Prepare monthly reports sent to regulatory agencies, such as the State of Michigan, to fulfill requirements of the permits under which the WTP operate. Write letters to the MDEQ that explain any violations or deviations from approved practices.
- Implement a comprehensive maintenance management program that ensures equipment operability and process flexibility. Maintain a system of recurring, preventive maintenance work orders and documentation of all repairs that occur.
- Prepare detailed budget recommendations (for review and approval by the City Manager) that accurately reflect the anticipated costs for the proper operation of the facilities. Prepare summary reports that allow a comparison of budgeted costs versus actual costs. Prepare bids and requisitions for plant equipment, materials, supplies, and services.
- Ensures that employees follow safety practices in work methods and procedures; enforces proper safety procedures while working in dangerous situations (i.e. confined space/lift stations, hazardous materials, etc.). Educates employees on rules, regulations, codes, safe work habits and potential hazards presented by their work.
- Revise and maintain a health and safety program that includes frequent training, regular inspections, and timely documentation remediation of unsafe conditions and unsafe acts.
- Interview job candidates and recommend candidate(s) for employment. Supervise, train and direct activities of employees. Prepare and conduct employee performance evaluations, issue commendations, and when warranted advise the City Manager of issues that may require employee disciplinary action. Review and approve employee time records.
- At the City Manager's request, attend City Council meetings to explain details of plant operations, permits, budgets, etc.
- Keep current on emerging water treatment strategies and technologies.
- Perform other related duties as assigned.

Knowledge, Skills, and Abilities

- Thorough knowledge of processes and equipment involved in fresh water pumping and treatment, including basic chemical, bacteriological, and biological processes.

- Comprehensive knowledge of maintenance needs of water plant equipment and machinery.
- Comprehensive knowledge of local, state and federal laws and regulations pertaining to the productions, treatment, storage and transmission of potable water, including the Safe Drinking Water Act and relevant EPA and Michigan Department of Environmental Quality.
- Comprehensive knowledge of methods and techniques used in the laboratory analysis of drinking water as well as knowledge of current/emerging water treatment technologies.
- Knowledge of SCADA system and the relationship to plant and field operations.
- Read and interpret technical illustrations, blueprints, maps, plans, specifications, wiring and pneumatic diagrams.
- Ability to maintain records, analyze data, understand and communicate complex information orally as well as in written form (technical reports).
- Ability to supervise, train and participate in the operations of equipment and processes commonly found in a conventional potable water treatment plant, transmission and distribution facilities.
- Standard OSHA safe work practices and safety equipment related to the work; special safety requirements when working with chemicals, respiratory safety requirements related to the work and HAZWOPER requirements for chlorine.
- Strong interpersonal skills and the ability to maintain effective working relationships with stakeholders.
- Ability to work weekends and holidays, and to respond to emergency calls during off hours.
- Responsible attitude/commitment to safety.
- Mathematical and mechanical aptitudes.
- Ability to work in adverse weather conditions/exposed to variety of physical substances.
- Attention to detail; ability to comprehend detailed instructions and communicate clearly.
- Positive attitude and respectful of property and employees.
- Ability to communicate with the general public.
- Ability to project a positive public image of the City of Charlevoix.
- Ability to see details at close range.
- Physical (static and trunk) strength, dexterity, and coordination to safely handle drums of chemicals as needed.
- Drive or operate assigned equipment and vehicles.
- To make precisely coordinated movements (control mechanisms and vehicles).
- Ability to maintain licenses/certification.

Education and Experience

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training: Graduation from high school or equivalent. College level training or experience in supervision is highly desirable.

Experience: Five years' experience in the operation and maintenance of a similar-size water treatment facility, plus three or more years in a supervisory/lead capacity is highly desirable.

License or Certificate

- Possession of a current F-2 Water Plant Operator certificate.
- A Class S-4 (or higher) a plus.
- Possession of a valid Michigan driver's license.

NOTE: This job description is subject to change with a change in the MDEQ plants classification for the City of Charlevoix.

The information contained in this position description is intended to describe the general content and requirements for successful performance of the job. It is not an exhaustive list of duties, responsibilities or requirements. Additional duties and requirements may be assigned at the sole discretion of the City. Hence, the job description does not constitute an employment agreement between the employer and employee and is subject to change by the employers as the needs of the employer and requirements of the job change.

City Council Approval: Pending

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF CHARLEVOIX
and
COMMUNICATION WORKERS OF AMERICA,
AFL-CIO

This Memorandum of Understanding is entered into by and between the City of Charlevoix ("City") and the Communication Workers of America, AFL-CIO ("Union") and has for its purpose an agreement regarding the designation of duties previously performed by the Superintendent of [Water/Wastewater] Treatment Plants. In entering into this Memorandum of Understanding, the City and the Union agree as follows:

1. That the Superintendent of Water/Wastewater Treatment Plants position is currently vacant.
2. That the position of Superintendent of Water/Wastewater Treatment Plants included, but was not limited to, the duties described in the attached job description.
3. That the City does not currently intend to fill the position of Superintendent of Water/Wastewater Treatment Plants.
4. That [insert name], a member of the bargaining unit, has been acting as Interim Operator-in-Charge of the [Water/Wastewater] Treatment Plant "since February 19, 2016.
5. That the City and the Union hereby agree that beginning on [insert date], [insert name] shall supervise and oversee the daily operations of the [Water/Wastewater Treatment Plant], including but not limited to: management of day to day operations of the treatment plant, including compliance with all laws and regulations, management of employees including conducting performance reviews, etc., in addition to his current duties.
6. That the City and the Union hereby agree that [insert name] will continue to be a member of the Union bargaining unit and will continue to accrue seniority while carrying out the additional duties outlined herein.
7. That the City Manager will handle any discipline issues that may arise within the bargaining unit, although [insert name] will cooperate with any investigation conducted by the City Manager.
8. That the City and the Union hereby agree that either party may return [insert name] to his regular duties within the bargaining unit upon 14 days prior written notification to the other party. If [insert name] is returned to his regular duties, his pay will be commensurate with the wage rate he would have attained if he had not accepted the additional responsibilities.

9. That the City and the Union hereby agree that in consideration for supervising and overseeing the daily operations of the [Water/Wastewater] Treatment Plant, [insert name] shall receive an increase of [insert amount] cents per hour to his hourly wage set forth in the parties' collective bargaining agreement.
10. The terms of this Memorandum of Understanding are being entered into between the City and Union on a one-time, non-precedent setting basis.
11. The parties agree this is a Red Circle Agreement personal to (insert name). It shall not apply to any other current or future employee.
12. The City and the Union, through their undersigned designated representatives, hereby agree that this Agreement is full, final, complete and binding upon both parties, and that the Union has the authority to enter into this Memorandum of Understanding.

FOR THE UNION:

By: _____

Shawn Jackson

Its: President, CWA

Dated:

FOR THE CITY:

By: _____

Mark Heydlauff

Its: City Manager

Dated:

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager Comments

DATE: September 18, 2017

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

Code Recodification

Earlier this week, we received three proposals for recodifying the City Code. This was included in the 2017/2018 Budget and should make the City Code more accessible to the public and easier for all to understand. As part of the process, the firm will conduct an in-depth legal review of the code and recommend modifications to correct internal inconsistencies and changes to bring the code into compliance with state statute (where a conflict may exist). We plan to have a recommendation at your October 2 meeting and the project will likely be complete by late spring 2018.

Infrastructure Update

Work continues on Hurlbut Street with sanitary services likely to be completed on Friday. We will begin work on the intersections of Hurlbut and Bridge and Antrim and Bridge on Monday, September 18 with traffic being detoured to State Street. Downtown will remain open and accessible from the side streets and signage will indicate this. The detour is expected to be in place for two weeks and MDC will have crews dedicated to both intersections to expedite the work.

We anticipate work on Hampton Village will begin September 25 with our wild-ranging paving project beginning in the last week of September or first week of October.

As much as we do plan ahead, all of this work is subject to weather conditions.