



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Monday, September 18, 2023

Interested persons can participate in-person or via Zoom
Connect to Zoom from your computer, tablet, or smartphone
Website: <https://us02web.zoom.us/j/82291867588>
One tap mobile: +16465588656,,82291867588#
Telephone: (312) 626-6799 Webinar ID: 822 9186 7588

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation – Tom Surdenik - New Faith Church of the Nazarene**
- 4. Pledge of Allegiance**
- 5. Approval of Minutes**
 - a. September 05, 2023 Regular Council Meeting
 - b. September 13, 2023 Special Meeting
- 6. Absence of Council Members**
- 7. Public Comment - Limit presentation to five (5) minutes**
- 8. Approval of Agenda**
- 9. Communications and Committee Reports**
 - a. Acting City Manager Report
 - b. CPD August 2023 Report
 - c. Councilmember Committee Reports
- 10. Consent Agenda**
 - a. Approval of Claims and Expenditures totaling \$327,203.10
 - b. DPW Dump Truck and Miscellaneous Equipment Sale
 - c. Resolution 2023-42 Fitch H. Beach Airport Consultant Reselection

- d. Resolution 2023-43 MDOT CONTRACT NO. 2023-0732 - Easement Acquisition
- Runway 21 Approaches, Parcels E17 & E18

11. Business Agenda

- a. Volunteer Firefighters By-laws

12. Public Comment

13. Mayor and Council Comments

14. Recess to Closed Session

- a. Pursuant to section 8(e) of the Open Meetings Act, to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, *Eric D. Johnson v City of Charlotte Treasurer's Office*, No. 23-0174, as an open meeting would have a detrimental financial effect and settlement position on the position of the public body.

15. Reconvene Open Session

16. Adjourn

~Mary LaRocque, City Clerk

ADDRESSING THE CITY COUNCIL

Comments shall be made only during times set aside for that purpose.

Each citizen may speak for up to 5 minutes during each public hearing and comments period.

Comments made during public hearings shall be relevant to the subject of the public hearing.

Comments shall be made from the podium unless otherwise directed by the Mayor.

Comments shall be directed to the Mayor and Council members.

Speakers shall begin by stating their name and indicate if they are a resident or non-resident of the City.

Speakers shall refrain from using vulgarity, hate speech or "fighting words."

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Regular Council Meeting
September 05, 2023

CALL TO ORDER:

By Mayor Armitage on Tuesday September 05, 2023, 7:00 p.m.

ROLL CALL:

Mayor Armitage, Mayor Pro-Tem Weissenborn, Council members Chin, Rodriguez, Van Langevelde, Duweck and Dyer. A quorum was met.

City staff in attendance; Acting City Manager Brentar, Deputy City Clerk Middaugh.

INVOCATION:

Victor Williams – New Hope Community Church

PLEDGE OF ALLEGIANCE:

Led by Armitage

APPROVAL OF MINUTES:

- a. August 21, 2023 Regular Meeting Minutes
- b. August 23, 2023 Special Meeting 5:30 p.m.
- c. August 23, 2023 Special Meeting 6:00 p.m.

Motion by Dyer supported by Weissenborn to approve the August 21 and both August 23 meeting minutes. Carried; Yea 7; Nay 0; Absent 0

ABSENCE OF COUNCIL MEMBERS:

All present

PUBLIC COMMENT:

Jeff Christensen, resident, submitted a request to Council to approve street closures for a block party to be held October 7 from 4 to 8 pm

APPROVAL OF AGENDA:

Motion by Van Langevelde supported by Weissenborn to approve the meeting agenda with the addition of business item c. Approval of block party street closure. Carried; Yea 7; Nay 0; Absent 0

COMMUNICATIONS AND COMMITTEE REPORTS:

- a. City Attorney report was received
- b. City Manager report was received
- c. CFD report for August, 2023 was received
- d. Council member committee reports

Van Langevelde – Parks Advisory Board. City and surrounding township residents are encouraged to participate in a survey in regards to the 5-Year Parks Master Plan seeking input regarding use of the park systems. Information is available on the City's website and fliers are being sent home with school students. An online link will be added in the comment section of the video of tonight's meeting posted on the City's Facebook page.

Duweck – Participation was sparse in the Community Stakeholder meetings in relation to the City's Master Plan development. He intends to hold Beckett & Raeder accountable to ensure greater public awareness and participation in the project.

CONSENT AGENDA:

- a. Approval of Claims and Expenditures totaling \$188,069.50

Motion by Van Langevelde supported by Dyer to approve consent agenda item a. Carried by roll call vote. Yea 7; Nay 0; Absent 0

BUSINESS AGENDA:

- a. Approval of Interim City Manager contract

The contract language was modified to allow the Council to extend the contract beyond December 31, 2023 under the same terms and conditions, if necessary. Also, Mr. Bell was in the meeting audience via ZOOM and answered Council questions.

Motion by Chin supported by Dyer to approve City Manager Contract with noted addition. Carried; Yea 7; Nay 0; Absent 0

- b. Discussion on salary range for City Manager.

Motion by Chin supported by Dyer to approve a salary range of \$120k to \$150k for the City Manager position. Carried by roll call vote; Yea 6; Nay 1 (Rodriguez); Absent 0

- c. Approval of a block party October 7th

Motion by Van Langevelde supported by Dyer to approve the block party on October 7th, conditional on the proper review and approval of city administration. Carried; Yea 7; Nay 0; Absent 0

PUBLIC COMMENT:

Nicole Christensen – resident – requests the city to address an issue with a tree in the city right-of-way in her front yard. Various incidences of falling branches have caused costly damage; her insurance company may file suit against the city if further damage occurs and no action has been taken by the city

to remediate it. She is hoping the city will address the issue before any further damage occurs.

MAYOR AND COUNCIL COMMENTS:

Chin – would like an update on the following; PASER street report; waterline replacement bids and details about the Safer grant. He would like to explore the feasibility of reclassifying Lincoln St. between Henry and Shepherd to eliminate truck traffic. And noted a Coffee Hour presented by Senator Anthony and Representative Witwer coming to City Hall.

Duweek – no comment

Dyer – He has been instrumental in the planning of the Budget Town Hall meeting with Sen. Anthony and Rep. Witwer to be held at City Hall on Monday September 11 at 6:00 p.m. He hopes everyone had a good Labor Day and looks forward to Frontier Days this weekend with the parade at 10:00 a.m. Saturday.

Weissenborn – Commended Charlotte Public Schools as a bright spot in our community and welcomed back students who started school today and hopes everyone has a safe and good year.

Rodriguez – He wondered about increasing lighting in the area of Pleasant St. to keep the area safe. He hopes Frank (Walsh Municipal Services) will bring City Manager candidates who fall into the mid to lower pay range (as approved by Council) as he is uncomfortable with the high end of the salary range.

Van Langevelde – Thank you to Chief Brentar for serving a dual role as Police Chief and acting City Manager and welcoming Mr. Bell (on Sept. 18th) as the new Interim City Manager. She wishes everyone a safe and happy Frontier Day weekend.

Armitage – A Council Workshop meeting is scheduled September 13th to discuss the Eaton Area EMS contract. He noted his daughter was able to hold a python snake at the Festival of Oddities event this past weekend in Charlotte and noted the event brought a lot of people to the area. He thanked City services for the clean up efforts during the recent storm and marveled how Charlotte seemed to be in a protected bubble with power outages and downed trees and heavy damage to areas all around us. He thanked Rep. Witwer for hearing his son's presentation during a recent visit at the State Capitol and then providing them a tour. He noted that all constituents are welcomed at the Capital – you don't have to be the Mayor of a city.

ADJOURN:

Motion by Chin supported by Dyer to adjourn the meeting at 8:02 p.m. Carried; Yea 7; Nay 0; Absent 0

Mayor Michael Armitage

Mary LaRocque, City Clerk

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Special Meeting
September 13, 2023

CALL TO ORDER:

By Mayor Pro-Tem Weissenborn on Wednesday, September 13, 2023 at 7:00 p.m.

ROLL CALL:

Councilmembers in attendance; Mayor Pro-Tem Weissenborn, Duweck, Dyer, Chin, Van Langevelde, and Rodriguez. A quorum was met.

City staff in attendance; acting City Manager Brentar, and City Clerk LaRocque. In the audience; Community Development Director Myrkle, Fire Chief Christiansen and Fire Capt. Daly. Via Zoom (Petoskey, MI) Attorney Hitch.

PLEDGE OF ALLEGIANCE:

Led by Mayor Pro-Tem Weissenborn

ABSENCE OF COUNCIL MEMBERS:

Mayor Armitage

Motion by Van Langevelde supported by Dyer to excuse Mayor Armitage. Carried; Yea 6, Nay 0, Absent 1

PUBLIC COMMENT:

Fire Chief Christiansen informed Council he is working on a feasibility study to determine if bringing EMS service in-house would be a cost benefit to the city and is expecting to have a report available for council review and discussion within 30 days.

APPROVE AGENDA:

Motion by Van Langevelde supported by Duweck to approve the agenda. Carried; Yea 6, Nay 0, Absent 1

BUSINESS AGENDA:

- a. Approval of final airport easement agreement with Meadowbrook Mobile Home Park and Sales L.L.C.

Motion by Van Langevelde supported by Chin to approve Resolution 2023-41 To execute easements between the City of Charlotte and Meadows Mobile Home Park and Sales, L.L.C. Carried; Yea 6, Nay 0, Absent 1

- b. Discussion on Eaton Area EMS Contract

Council discussed putting out EMS services for bid proposals and allowing time for the Fire Department to put together their feasibility study to bring EMS service in house. Generally unhappy that the new (Eaton Area EMS) contract offers half the service at twice the current cost.

PUBLIC COMMENT:

No comments

MAYOR AND COUNCIL COMMENTS:

Chin - No comment

Duweck – An Open House is planned Tuesday September 26th from 3 to 7 p.m. at Beach Street Market to invite residents to offer their input in regards to the City's Master Plan. If inclement weather, the location will move to the Library.

Dyer – No comment

Rodriguez – Had questions on the Budget Town Hall and if any information presented was directed, in particular, to Charlotte. He wants a clear understanding presented to all of Council's purchasing policy in regards to waiving the bid process.

Van Langevelde – Thank you to the organizers of Frontier Days, the parade was amazing and well attended. The Parks Plan survey is due September 30th and encourages

participation, she will provide the link to the online survey again in tonight's meeting video on the City's Facebook page.

Weissenborn – Dr. Stewart, Superintendent of Charlotte Public Schools sent the (Parks Plan) survey out with the students.

ADJOURNMENT:

Motion by Dyer supported by Van Langevelde to adjourn at 7:37 p.m. Carried. Yea 6; Nay 0; Absent 1

Michael Armitage, Mayor

Mary LaRocque, City Clerk



Interim Manager's Report
Paul Brentar
September 18th, 2023 Council Meeting

Construction Projects Update

Lincoln/Seminary/State- The new signal has been installed and this project has now been completed.

Island Hwy- Milling is set to start next week on Tuesday. There will be intermittent driveway closures and a detour route will be posted.

Hall/Washington/McClure- Curb and sidewalk work is near complete and the base layer is set to be paved on Friday 9-15. The road will still be closed to traffic until the project is completed which is projected to be at the end of the month.

Master Plan Update

Check out the dedicated website at planningcharlotte.org for more information on the process and ways to be part of this important planning process. Be sure to sign up for email alerts to stay up to date on project progress and ways to provide input. There will be an Open House on 09-26 at Beach Market from 3 pm to 7 pm for community members to give their input.

Volunteer Opportunities

The City has open opportunities for citizens to participate in their local government. We are seeking volunteers to serve on the Airport Advisory Board, Downtown Development Authority, and the Board of Review. Interested persons can fill out an application to serve here:

<https://www.charlottemi.org/councilboards/boards-commissions/board-and-commission-application/>

Have questions? Contact the Mayor or City Clerk to find out more.

Lead Service Line Replacements

The City of Charlotte Department of Public Works (DPW) is verifying the material of water service lines throughout the City as a requirement of the 2018 Michigan Lead and Copper Rule. EGLE is requiring a complete inventory of the water service lines by January 1, 2025. The inventory must include material verification at 3 locations along the service line, including inside the home where the water service comes into the house. The City received a Grant from EGLE to help with the material verification.

You may contact DPW at 517-543-8858 to set up an appointment for the material

identification. The inspections require DPW staff to enter your home for a brief period to identify water service material where your water service enters your home. All personnel associated with the verification will have identification verifying they are a DPW employee.

In place of an in-home inspection, a survey is available to residents to complete which includes taking a picture of the water service line at the in-home water meter. Contact DPW for more information on completing the survey at 517-543-8858 or email edean@charlottemi.org.

Reminder: Email Utility Billing Feature Available

Interested persons can now sign up for emailed billing of their quarterly utility bill. Please complete the form on the backside of your utility bill and return it to City Hall, in-person or drop-box, or you can sign up online at www.charlottemi.org/email-utility-bill-form/. Any person with questions or who needs to update their utility billing account, please contact UB Clerk by phone at 517-543-8841 or email mdensmore@charlottemi.org.

General information about utility billing can be found on the city's website here: <http://www.charlottemi.org/serviceadministration/finance/utility-information/> and you can check your utility billing information anytime online here: www.bsaonline.com

RAVE Alerts

The City participates in RAVE Alerts which provides alert notifications to participants via voice, email, text, and posts to social media. We have expanded the service options to include targeted text and email messaging for quarterly utility billing. We will send out a notice to registered users when we send out the bills for their cycle area. This alert will notify them the bill has been mailed and provide other billing related information. If you're already registered for alerts, make sure your address information is up-to-date. There are several ways to register: Text CHARLOTTE to 67283; Download the Smart911 app; or Register for a free and secure safety profile online at Smart911.com.

Assistance Programs

For persons who may be facing financial difficulties with utilities, mortgage/rent, or other hardships, there are a number of assistance programs available. More information can be found on the city's website: <https://www.charlottemi.org/assistance-programs-available/>

Persons who are struggling can also dial 9-8-8 for crises and mental health support counseling services.

Charlotte Police Department

111. E. Lawrence Ave., Charlotte, MI 48813

Phone: 517-543-1552 Fax: 517-543-8396

Paul Brentar, Chief of Police

August 2023 Monthly Report

Monthly Statistics:

- See attached report.

Training:

- All officers attended forcible entry training that was put on by the Fire Department on 08-22 at the fire department training facility.
- Chief Brentar and SRO Callahan attended behavioral threat management training at Eaton Rapids Police Department on 08-31. This training was put on by the Michigan State Police.
- All officers completed Laminated Glass training online.

Operational Highlights:

- On 08-01, an officer took a report of over \$40K worth of gold and silver being sold off by a family member without permission. This investigation is on-going.
- On 08-03, officers were dispatched to a local hotel where a male subject was unconscious in an employee bathroom. Officers were able to gain entry and found that the subject was using drugs. He was transported to the hospital by EMS.
- On 08-05, an officer was flagged down by a person needing mental health treatment. The officer transported the person to our local hospital to get them help.
- On 08-05, officers assisted the Eaton County Sheriff's Office with a man with a gun call on I-69. The subject was located near Potterville by the Michigan State Police.
- On 08-06, an officer was dispatched to a reported stolen vehicle on S. Cochran Ave. Upon arrival, the victim was backing his alleged stolen vehicle out of the driveway. Officer's made contact with the driver/owner and found him to be intoxicated and over the legal limit. He was lodged at the jail.
- On 08-06, an officer was dispatched to a suspicious subject call at Packard Hwy/RR Tracks. The officer found that the subject was just released from jail and was hitch-hiking. The officer arranged for a ride for the subject.
- On 08-07, officers took a report of a Breaking & Entering at one of the schools that were under construction where multiple tools were taken. Officers collected evidence and the investigation is on-going.
- On 08-07, officers assisted the Grand Ledge Police Department at Sparrow Eaton with an uncooperative subject needing a blood draw for an OWI offense.
- On 08-08, officers were called to a residence where the caller reported that a female just left in a car and was intoxicated. Officers were able to locate the driver and arrest her for OWI.

- On 08-08, officers assisted the Parole Department at a local parole house. Officers located illegal drugs and the subject was turned over to parole.
- On 08-09, officers assisted the Michigan State Police on a traffic stop where the driver was carrying a gun in his waistband.
- On 08-09, officers executed a search warrant at Men of Arms in an effort to locate firearms that people have been inquiring about since the business is closed. This investigation is on-going and we are working with the Prosecutor's Office to resolve the issues.
- On 08-09, officers were dispatched to a suicidal subject call. The subject sent pictures of themselves on the RR tracks near Lawrence Ave. The subject was located near by and was taken into protective custody.
- On 08-09, while on routine patrol, an officer located a subject dumpster diving at a local school. The subject had outstanding warrants for their arrest and was lodged at the jail.
- On 08-10, officers were dispatched to one of the elementary schools for a Malicious Destruction of Property complaint. Officers were able to identify 2 of the 3 subjects and this investigation is on-going.
- On 08-12, officers were dispatched to a careless driving complaint at the High School. Upon contact with the driver, it was determined he was intoxicated. He was lodged at the jail.
- On 08-18, officers were dispatched to Beach Market for 3 intoxicated female juveniles. Officers released the juveniles back to their parents after issuing citations.
- On 08-18, officers dealt with one of the same intoxicated juveniles the night at Oak Park. She was issued another citation and released back to her parent.
- On 08-19, officers assisted the Eaton County Sheriff's Office with traffic control on Wheaton Rd. near Valley Hwy for a bike race.
- On 08-19, officers took numerous reports of larcenies from unlocked vehicles. We always remind residents to remove any valuables and always lock your vehicle up.
- On 08-20, officers responded to an assault complaint at Sparrow Eaton hospital. A highly intoxicated patient grabbed a nurse by the neck while receiving treatment. Charges have been requested.
- On 08-21, officers responded to Meijer where they found a bag of Methamphetamine that was dropped on the floor. Officers are reviewing video to try to identify the subject.
- On 08-23, officers assisted the DPW while sidewalk work was done on Foote St. Officers stood by to keep the peace.
- On 08-24, officer responded to the West Side Fire station for a suicidal female. Officers were able to make contact with the female who was then transported to the hospital by EMS.
- On 08-24, officers were able to evacuate the football stadium and the campers at the fairgrounds for the incoming storm that caused significant damage.
- On 08-25, officers responded to the Shell station for an intoxicated female in her car. Officers made contact with the female who was subsequently arrested for OWI second offense.
- On 08-27, officers responded to another business where a bag of Methamphetamine was dropped on the floor. This investigation is still on-going.
- On 08-30, officer responded to a Personal Injury crash at Shepherd/Sheldon. The at fault driver ran the stop sign and was cited. EMS treated both drivers on scene but no one was transported.

Outreach/Public Events:

- Chief Brentar met with the Streetheart Neighborhood watch group on 08-02 to discuss safety concerns and how they can help their neighbors and the police department.
- Chief Brentar attended one of the city's Master Plan stakeholder's meetings on 08-31.
- Officer Leach participated in the back to school back pack program at the Assembly of God Church on 08-16.
- Officers Glidden & Leach enjoyed ice cream and handed out stickers to children at the Streetheart Ice Cream Social at the Lawrence Ave. Methodist Church on 08-30.

Respectfully,



Chief of Police



UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2022	%	WARRANTS	ARRESTS
STATE CRIMES																	
SOVEREIGNTY													0	0	0%		
MILITARY													0	0	0%		
IMMIGRATION													0	0	0%		
Part I Crimes																	
CRIMES AGAINST PERSONS																	
HOMICIDE-MURDER(ATTEMPT)													0	0	0%		
NEGLIGENT HOMICIDE			1										1	0	100%		1
KIDNAPPING													0	0	0%		
PARENTAL KIDNAPPING													0	0	0%		
SEX. ASSAULT-ALL	6	3		3		4							16	20	-20%		
ROBBERY			1										1	1	0%		
NON-AGG ASSAULT	16	5	17	8	14	11	15	14					100	112	-11%	6	18
AGGRAVATED ASSAULT	2	2	1	3	2	5	2	1					18	29	-38%	1	4
INTIMIDATION/STALKING	17	9	12	14	17	13	10	7					99	172	-42%	1	1
PROPERTY CRIMES																	
ARSON		1											1	0	100%		
EXTORTION	2				1	1	1	1					6	3	300%		
BURGLARY-FORCED	1	1	4	5	2		2	7					22	12	83%	3	2
BURGLARY-W/O FORCE	1												1	1	0%		
BURGLARY-ILLEGAL ENTRY	2		1	2				4					9	1	200%	2	1
POSS BURGLARY TOOLS													0	0	0%		
LARCENY	32	15	9	13	14	23	33	30					169	257	-34%	1	2
MOTOR VEHICLE THEFT	4	1		1	1		1						8	4	400%		1
Part II Crimes																	
STOLEN PROPERTY-MOTOR VEHICLE	1	1		2		1							5	11	-55%		
FORGERY/COUNTERFEIT-ING	2		2	1	1	4	2	1					13	12	8%	4	3
FRAUDULENT ACTIVITY	8	7	6	5	7	10	8	12					63	93	-32%	4	2
EMBEZZLEMENT			1			1							2	3	0%	1	1
REC/CONCEALING STOLEN PROPERTY			3	3	1		3	1					11	9	0%		6
DESTRUCTION OF PROPERTY	1	3	3	4	7	8	7	10					43	53	-19%	2	
RETAIL FRAUD-ALL	9	11	3	9	4	5	3	2					46	34	35%	16	9
MORALS/DECENCY CRIMES																	
V.C.S.A.		3	9	4	5	1	3	4					29	39	-26%	2	4

UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2022	%	WARRANTS	ARRESTS
SEX OFFENSE		1	2	3	2	1	3	1					13	16	0%		
OBSCENITY	1	1		2	1		1	1					7	0	700%		
FAMILY ABUSE/NEGLECT	7	5	5	4	4	4	3						32	37	-14%		2
FAMILY-NON SUPPORT	1		4		1	1	1	2					10	6	67%		9
FAMILY-OTHER													0	0	0%		
GAMBLING													0	0	0%		
COMMERCIALIZED SEX OFFENSE													0	0	0%		
LIQUOR LICENSE VIOLATION													0	0	0%		
LIQUOR LAW VIOLATION			1	3		3	1	3					11	3	0%		
PUBLIC ORDER CRIMES																	
OBSTRUCTING POLICE	1	2	1	2	2	2	2	1					13	19	-32%	2	6
ESCAPE-CORRECTIONAL INSTITUTION													0	0	0%		
ESCAPE-MENTAL INST.													0	0	0%		
ESCAPE/FLIGHT													0	0	0%		
OBSTRUCTING JUSTICE	19	19	12	8	11	14	10	14					107	110	-3%	166	87
BRIBERY													0	0	0%		
WEAPONS-CONCEALED	1		2	2									5	2	100%	1	1
WEAPONS-EXPLOSIVE													0	0	0%		
WEAPONS-OTHER	1				2	1		1					5	9	-44%	2	
PUBLIC PEACE	25	17	14	27	23	29	21	23					179	173	3%	1	3
TRAFFIC-HIT AND RUN	2	7	6	4	4	4	6	4					37	36	3%		1
TRAFFIC-O.U.I.L./O.U.I.D	4	5	6	4	7	10		8					44	54	-19%	1	15
TRAFFIC-MISD	3	3	7	7	3	4	1	10					38	76	-50%	2	10
HEALTH/SAFETY VIOLATION	7	5	7	1	4	7	5	2					38	38	0%		
CIVIL RIGHTS													0	0	0%		
TRESPASS/PRIVACY	8	6	5	9	15	16	10	9					78	83	-6%		2
SMUGGLING													0	0	0%		
ELECTION LAWS													0	0	0%		
ANTI-TRUST													0	0	0%		
TAX REVENUE													0	0	0%		
CONSERVATION	3	1					1						5	10	-500%		
VAGRANCY		1		12	11	6	8	6					44	25	1900%		
MISC. CRIMINAL OFFENSE		1											1	11	0%		
GRAND JURY INVESTIGATION													0	0	0%		
CONSPIRACY			1										1	0	100%		1

UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2022	%	WARRANTS	ARRESTS
<i>End of Part II Crimes</i>																	
UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	LAST YEAR	%	WARRANTS	ARRESTS
JUVENILE MINOR																	
DELINQUENT MINOR	20	17	18	11	21	8	8	11					114	98	16%		
RUNAWAY	2	2	6	4	1	4	2	3					24	17	200%		
CIVIL-NON CRIMINAL																	
DIVORCE/SUPPORT													0	0	0%		
INCAPACITATION			4	4	2	4	3	2					19	10	90%		
INSANITY	5	14	12	15	17	14	13	24					114	131	-13%		
TRAFFIC																	
CRASH-PD-PUBLIC ST.	19	18	25	16	15	18	21	14					146	173	-16%		
CRASH-PI-PUBLIC ST	4	2	3	3	3	2	4	1					22	20	10%		
CRASH-FATAL-PUBLIC ST							1						1	2	-100%		
CRASH-PD-PRIVATE	1	8	4	6	3	2	9	4					37	34	9%		
CRASH-PI-PRIVATE				3		1							4	4	0%		
CIVIL INFRACTION	12	21	24	19	19	14	18	15					142	222	-36%		
PARKING VIOLATION	14	3	6	6	7	3	15	4					58	217	-73%		
Park. Tickets- 524-2021, 356-2020	14	4		2		1	7	2					20				
ABANDONED VEHICLE	4	7	7	7		9	6	1					41	40	3%		
TRAFFIC HAZARD INVES	2	2	10	12	9	12	8	11					66	99	-33%		
TRAFFIC DIRECTION	2	2	3	4	14	6	9	2					42	64	-34%		
TRAFFIC SAFETY PUBLIC APPEARANCE													0	0	0%		
BREATHALYSER TEST-													0	0	0%		
OTHER POLICE													0	0	0%		
ALARMS																	
ALARM-POLICE RESPONSE	9	8	14	13	7	11	12	16					90	114	-21%		
ALARM-MALFUNCTION	1												1	0	100%		
ALARM-TEST	3	1	5										9	1	800%		
ALARM-WATER & SEWER													0	0	0%		
FIRE																	
ACCIDENT-FIRE													0	0	0%		
ACCIDENT-EXPLOSION													0	0	0%		
ACCIDENT-CHEMICAL													0	0	0%		
HAZARDOUS FIRE COND.	1					5	4						10	13	-300%	Fireworks	
FIRE REGULATION VIOL													0	0	0%		
ASSIST BUILDING DEPT	2		1	1	1	3		3					11	7	400%		

UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2022	%	WARRANTS	ARRESTS
ASSIST C.F.D.		4	2		2	4	4	2					18	25	-28%		
UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	LAST YEAR	%	WARRANTS	ARRESTS
ACCIDENTS																	
ACCIDENT-AIRCRAFT													0	0	0%		
ACCIDENT-HUNTING													0	0	0%		
ACCIDENT-SHOOTING													0	0	0%		
ACCIDENT-BOATING													0	0	0%		
ACCIDENT-WATER													0	0	0%		
ACCIDENT-OTHER													0	0	0%		
INSPECTIONS- INVESTIGATIONS																	
INSPECT-BOAT													0	0	0%		
INSPECT-MOTOR VEHICLE		2	5		2	1	2	2					14	8	0%		
INSPECT-TRAFFIC CITATION													0	0	0%		
INSPECT-BUSINESS	39	28	55	84	59	26	34	53					378	336	13%		
INSPECT-RESIDENCE	30	17	26	23	7	12	4	9					128	112	14%		
INSPECT-HANDGUN	12		37	30	7	25	22	33					166	62	168%		
INSPECT LIQUOR LICENSE	3	1	3	2	1		2	4					16	4	1200%		
INSPECT-OTHER/SOR CHECK	19	8	15	13	4	14	16	9					98	115	-15%		
INSPECT-CCW APPLIC													0	0	0%		
DOMESTIC DISPUTES	22	9	22	19	18	36	38	21					185	220	-16%		
CIVIL DISPUTE	15	18	21	17	23	19	14	25					152	179	-15%		
SUSPICIOUS SITUATION	100	84	123	110	137	129	106	109					898	742	21%		
FIELD INTERROGATION CARD													0	0	0%		
HAZARDOUS SITUATION													0	0	0%		
SUSPECTED NARCOTIC ACTIVITY	2	2	2	3	1	2		1					13	40	-68%		
ABANDONED/RECOVERED PROPERTY	11	9	2	6	13	6	10	12					69	47	47%		
DRUG OVERDOSE			1		3	2	1	3					10	16	-38%		
BOMB THREAT													0	0	0%		
MISC. INCIDENTS																	
MISC/P.B.T.													0	0	0%		
SUICIDE													0	5	-500%		
SUICIDE ATTEMPT	7	13	7	4	9	12	5	10					67	70	-4%		
DEATH-NATURAL			1										1	9	-89%		
DEATH-UNDETERMINED			1										1	3	0%		

UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2022	%	WARRANTS	ARRESTS
MISSING PERSON	1		1		1		4						7	13	-46%		
NATURAL DISASTER													0	0	0%		
PUBLIC RELATIONS ACTIVITY	8	1	1	2	6	6	6	3					33	32	3%		
PATROL INFORMATION	1	1				2							4	11	-700%		
UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	LAST YEAR	%	WARRANTS	ARRESTS
GENERAL ASSISTANCE																	
ASSIST CITIZEN	78	66	96	67	102	65	83	87					644	608	6%		
ASSIST MOTORIST	3	2	7	3	6	4	2	2					29	69	-58%		
ASSIST POLICE AGENCY	12	8	6	18	9	13	12	13					91	80	14%		
ASSIST OTHER AGENCY	19	11	21	17	19	17	5	14					123	146	-16%		
ASSIST D.P.W.	1	1	3	2	3	2		1					13	13	0%		
ESCORT-FUNERAL													0	0	0%		
ESCORT-MONEY													0	0	0%		
ESCORT-OTHER													0	0	0%		
TRANSPORT-PRISONER	15	9	28	18	15	14	13	18					130	116	8%		
TRANSPORT-PAPERWORK	7	10	9	8	11	2	1	5					53	61	-13%		
TRANSPORT-OTHER													0	13	-100%		
LOCKOUT	1			2	1			1					5	5	100%		
SUBPOENA SERVICE	3		1	1		3	8	4					20	35	-43%		
PERMISSION TO PARK				10									10	23	0%		
PATROL-FOUND DOOR OPEN	1	1	5	9	11	2	2	7					38	29	31%		
PATROL-FOUND OPEN WINDOW													1	0	100%		
PATROL-FOUND B&E								1					0	0	0%		
ASSIST E.C.S.D.-	7	3	7	6	17	13	11	14					78	110	-29%		
GENERAL NON CRIMINAL																	
JUVENILE SAFETY VIOL													0	0	0%		
ANIMAL CONTROL	5	9	4	9	9	10	11	13					70	96	-27%		
ZONING ORD VIOLATION	1						1	2					4	8	100%		
TOTALS	725	562	800	774	781	747	720	770	0	0	0	0	5879	5453	8%		
TRAFFIC STOPS	58	91	98	124	137	67	105	75					755	1018	-26%		
OFFICER TRAINING HOURS	33	153	106	51.5	85	151	19	19					617.5	305	102%		
COMMUNITY HOURS	28	43	22.5	1	18	19	71	13.5					216	91.5	136%		
PAPERWORK HOURS	394	363.5	325	341.5	317	365	290	349					2745	3109	-12%		

UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2022	%	WARRANTS	ARRESTS
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SRO STATS

The School Resource Officer was not assigned to work any days in August for the Charlotte Public Schools.

VCSA STATS

During the month of July, the Charlotte Police Department dealt with 8 VCSA incidents. They are the follows:

3-Meth, 1-Marijuana, 1-Pills, 1-Herion, 2-Unknown

(This includes the VCSA, Suspected Narcotics Activity, and Drug Overdose Categories)



Memo

To: Honorable Mayor Armitage, City Council
From: Mary LaRocque, City Clerk
Date: September 13, 2023
Re: Claims and Expenditures for Council approval on Monday September 18, 2023

Background

Section 7.7(B) of the City Charter requires Council approval for the expenditure of city funds.

Recommendation

A report of claims is provided to council for review on the Wednesday preceding a council meeting at which the claims are approved. Questions about these claims should be directed to the Finance Director and answers resolved by the Friday preceding said council meeting. Claims and expenditures are budgeted items and/or larger purchases pre-approved by Council. While review is recommended, approval should not be hindered.

Answers to Council inquiries, if any, are included in the meeting packet.

Financial Impacts

Insurance claims week of September 05, 2023	\$ 0.00
Insurance claims week of September 11, 2023	\$ 7,392.52
Payroll paid Friday September 08, 2023	\$108,173.60
Invoiced claims as of September 13, 2023	<u>\$211,636.98</u>
Total	<u>\$327,203.10</u>

Suggested Motion

Motion to approve Claims and Expenditures in the amount of **\$327,203.10**

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Vendor Code	Vendor Name	Invoice	Description	Amount
01683	ACD.NET			
		81518-274	SEPTEMBER 2023 CHARGES	876.83
		91177-126	WASTE TREATMENT PLANT (SEPTEMBER 2023 CHARGES)	565.84
TOTAL FOR: ACD.NET				1,442.67
01764	AMAZON CAPITAL SERVICES			
		11PJ-H1V6-JGWH	ACCOUNT # A264N6SLCWDWHU (PRINTER PAPER)	39.99
		139H-GYG3-6FPP	ACCOUNT # A264N6SLCWDWHU (STRETCH WRAP FILM)	29.99
		1HH6-PRHJ-KTJJ	ACCOUNT # A264N6SLCWDWHU (DIAMOND CLEAR SHEET PROTECTORS)	76.92
		1HHR-613K-X139	ACCOUNT # A264N6SLCWDWHU (DISC GOLF BASKET)	255.00
		1KVD-P3NL-9QFJ	ACCOUNT # A264N6SLCWDWHU (LIGHT PUCKS & FLASHLIGHTS)	751.95
		1M7H-649K-PYDF	ACCOUNT # A264N6SLCWDWHU (METAL STORAGE CABINETS)	199.98
		1TFK-NRL3-YKP1	ACCOUNT # A264N6SLCWDWHU (3 HIGH BACK OFFICE CHAIRS)	533.48
		1W79-M4X6-KTGQ	ACCOUNT # A264N6SLCWDWHU (CALCULATOR FOR FINANCE)	41.74
		1XWV-3DK4-JX7T	ACCOUNT # A264N6SLCWDWHU (UNIFORM PANTS)	44.99
TOTAL FOR: AMAZON CAPITAL SERVICES				1,974.04
02036	AMAZON CAPITAL SERVICES			
		137R-M3TG-1HGJ	ACCT # A1K517P63NLQUT(POLICE)	63.98
		19RV-PQ7N-CXCJ	ACCT # A1K517P63NLQUT(POLICE) ONE WAYPRIVACY FILM	8.99
TOTAL FOR: AMAZON CAPITAL SERVICES				72.97
01665	AMBS MESSAGE CENTER INC.			
		230801294	ANSWERING SERVICE (8.01.23 - 08.31.23)	117.40
TOTAL FOR: AMBS MESSAGE CENTER INC.				117.40
01630	AUTO GEM DISTRIBUTING			
		10859	DETAIL SUPPLIES	69.40
TOTAL FOR: AUTO GEM DISTRIBUTING				69.40
01921	BLUESTONE PSYCH			
		4078	EVALUATION (POST CONDITIONAL OFFER OF EMPLOYMENT)	495.00
TOTAL FOR: BLUESTONE PSYCH				495.00
01555	BYRUM ACE HARDWARE			
		308052	GORILLA TAPE, SANDING SPONGE, GORILLA SPRAY ADHESIVE	41.96
		308117	WASP SPRAY	38.16
		309647	20 LB PROPANE FILL	20.00
		310154	BAGS & BUG SPRAY	41.96
		310187	SEWER STRING	12.99
		310198	SMARTKEY ENTRY	34.99
		310244	PLIERS	16.99
		310599	NYLON FLAG	35.99
		311176	BLADES & PIPE	32.55
TOTAL FOR: BYRUM ACE HARDWARE				275.59

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Vendor Code	Vendor Name		Amount
	Invoice	Description	
01553	C&C LANDFILL		
	5007-000019739	ICE RINK	158.91
TOTAL FOR: C&C LANDFILL			158.91
01547	CANON FINANCIAL SERVICES, IN		
	31054944	CONTRACT CHARGE (08.01.2023 - 08.31.2023)	253.73
TOTAL FOR: CANON FINANCIAL SERVICES, IN			253.73
01954	CAPITAL CITY JANITORIAL LLC		
	1171	CONTRACTUAL CLEANING MONTH OF: AUGUST	634.40
TOTAL FOR: CAPITAL CITY JANITORIAL LLC			634.40
01537	CARMEL TOWNSHIP TREASURER		
	TAX YEAR 2023	TAX YEAR 2023 425 ANNEXATION AGREEMENT	7,578.02
TOTAL FOR: CARMEL TOWNSHIP TREASURER			7,578.02
01512	CHARLOTTE LITHOGRAPH		
	130373	BUSINESS CARDS (KEVIN CHRISTIANSEN)	25.50
TOTAL FOR: CHARLOTTE LITHOGRAPH			25.50
01486	CONSULTANTS ON CALL, LLC		
	23-13144	MANAGED SERVICE FEES	2,800.00
TOTAL FOR: CONSULTANTS ON CALL, LLC			2,800.00

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Vendor Code	Vendor Name		
	Invoice	Description	Amount
01471	CONSUMERS ENERGY		
	201541976437	526 W STODDARD ST	31.55
	201719963491	1325 ISLAND HWY #C	86.04
	201986950478	811 CHADS WAY	18.43
	202342909963	620 W SHEPHERD ST	16.00
	202520885862	1213 S COCHRAN AVE	63.09
	202520885863	1216 S COCHRAN AVE	20.89
	202520885864	1216 1/2 S COCHRAN AVE	16.00
	202520885865	1216 S COCHRAN AVE	16.00
	202609889853	1325 ISLAND HWY GATE-AIRPORT	35.23
	202787840689	1225 S COCHRAN AVE	148.47
	203232836907	1152 S COCHRAN AVE CAMP FRANCIS	101.65
	203321801114	301 TIRRELL RD	413.14
	203321801115	301 TIRRELL RD R2	229.87
	203321801116	301 TIREELL RD MAINTENANCE	110.89
	203766743532	103 VAN LIEU ST	41.67
	203766744631	108 E LAWRENCE AVE	51.90
	203766744632	108 E LAWRENCE AVE	52.29
	203855755346	1064 NORTHWAY	46.10
	203855755733	1005 PAINE DR. FRNT GEN CHARLOTTE	47.99
	204211716039	619 W SHEPHERD ST	76.85
	204211716040	620 W SHEPHERD ST	117.71
	204300712685	112 1/2 S COCHRAN	28.81
	204567673080	508 N. SHELDON ST.	64.56
	204923631274	811 CHADS WAY	95.83
	205012617526	1310 S COCHRAN AVE	153.75
	205279553467	700 LANSING RD	31.71
	205368557806	1325 ISLAND HWY	465.65
	205368557807	1329 1/2 ISLAND HWY	39.37
	205546529243	1167 E CLINTON TRAIL	76.09
	205813466059	1800 PACKARD HWY	41.21
	205991439542	911 W SHEPHERD ST FIRE DEPT 2	2,168.93
	206258344327	201 HALL ST	59.18
	206258346464	1005 PAINE DR	117.22
	206347223611	111 E LAWRENCE AVE	148.87
	206525142958	076 - 12 TRAFFIC LIGHTS	419.77
	206525142959	AREA LIGHTING	485.70
	206525142960	076 - 2 TRAFFIC LIGHTS	3.01
	206525142961	TULLY BROWN DR (AREA LIGHTING)	109.98
	206614141579	245 S COCHRAN AVE	18.25
	206703073232	201 HALL ST (AREA LIGHTING)	82.50
	206703073286	1005 PAINE DR	10,684.58
	206969829642	203 HALL ST	65.53
	207058644652	1104 MIKESELL ST	229.20
	207058644656	544 LANSING ST/WWTP LIFT STATION	23.31
	207058644657	544 LANSING ST	668.17
	207058644658	700 E. SHEPHERD ST.	152.37
	207058644663	1075 INDEPENDENCE BLVD	258.64
	207058644666	1305 S COCHRAN AVE	127.76
	207058644698	1216 S COCHRAN AVE	2,202.14
	207058644736	111 E LAWRENCE AVE	4,199.18
	207147197159	1227 S COCHRAN AVE	6,377.06
TOTAL FOR: CONSUMERS ENERGY			31,340.09
02046	DBI		
	305812-0	HIGH BACK CHAIR	273.36
TOTAL FOR: DBI			273.36

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02017	DINGES FIRE COMPANY			
		43964	NEW FIRE NOZZLE	3,608.90
		44338	HYDRANT VALVE	2,486.54
		44358	HARNES, ATOM RESCUE	492.03
TOTAL FOR: DINGES FIRE COMPANY				6,587.47
01392	EATON CUSTOM SEWING			
		1567	PATCH EMBROIDERY- TAGS	35.00
TOTAL FOR: EATON CUSTOM SEWING				35.00
01384	EATON TOWNSHIP TREASURER			
		TAX YEAR 2023	TAX YEAR 2023 425 ANNEXATION AGREEMENT	41,523.81
		MARCH - APRIL 20	MARCH - APRIL 2023 REVENUE SHARING	2,352.00
		MAY- JUNE 2023	MAY - JUNE 2023 REVENUE SHARING	2,297.00
TOTAL FOR: EATON TOWNSHIP TREASURER				46,172.81
01957	EGANIX			
		17907	F.O.G. TREATMENT	2,670.00
TOTAL FOR: EGANIX				2,670.00
00932	ERIC ROGERS LLC			
		31492	WATER FLOWERS DOWNTOWN	1,235.00
		31721	WEEKLY LAWN MOWING	1,868.00
TOTAL FOR: ERIC ROGERS LLC				3,103.00
01365	ETNA SUPPLY			
		S105216210.002	COPPERHORNS	280.00
		S105216210.003	COPPERHORN	2,520.00
TOTAL FOR: ETNA SUPPLY				2,800.00
00538	EXOTIC AUTOMATION & SUPPLY			
		I1515136	HOSE, TOUGH COVER	1,255.79
		I1518015	HYDRAULIC HOSE & FITTINGS	908.68
TOTAL FOR: EXOTIC AUTOMATION & SUPPLY				2,164.47
01358	FAMILY FARM & HOME			
		001653/C	TORDON RTU QUART	20.99
		001658/C	PINS	29.98
		1652/36	ROLLER CHAIN BREAKER, W/SEALER & CONDITIONER	30.98
		1653/36	TORDON RTU QUART	20.99
TOTAL FOR: FAMILY FARM & HOME				102.94
01320	GARAGE DOORS UNLIMITED INC			
		23-04072D	REPLACED OVERHEAD DOOR GLASS	355.00
TOTAL FOR: GARAGE DOORS UNLIMITED INC				355.00
01304	GREGS CARPET & VEHICLE			
		09.12.2023	CARPET CLEANING ON POLICE SIDE	300.00
TOTAL FOR: GREGS CARPET & VEHICLE				300.00
01297	H2O COMPLIANCE SERVICES INC			
		00008791	CROSS CONNECTION PROGRAM (JUNE 1 -30, 2023)	1,217.70
		00008939	CROSS CONNECTION PROGRAM AUGUST 1 -31, 2023	1,217.70
TOTAL FOR: H2O COMPLIANCE SERVICES INC				2,435.40

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01438	HASSEL FREE FUELS			
		CFSI-9611	ACCOUNT # 010109 (FIRE) FUEL	1,500.97
TOTAL FOR: HASSEL FREE FUELS				1,500.97
02037	HASSEL FREE FUELS			
		010107	ACCNT #010107 (DPW/WWTP) FUEL	3,282.65
TOTAL FOR: HASSEL FREE FUELS				3,282.65
02053	HOLLAND DEPT OF PUBLIC SAFETY			
		5404	ACTIVE ASSAILANT DEBRIEF	25.00
TOTAL FOR: HOLLAND DEPT OF PUBLIC SAFETY				25.00
01252	INDEPENDENT BANK			
		586708.15.2023	AUGUST 2023	1,277.06
TOTAL FOR: INDEPENDENT BANK				1,277.06
01928	INDIAN CREEK ACRES INC.			
		7354	REPLACED FRONT TIRES ON TRUCK # 316	1,460.00
TOTAL FOR: INDIAN CREEK ACRES INC.				1,460.00
01959	J. RANCK ELECTRIC, INC.			
		223059	REPLACE TRAFFIC SIGNAL (LINCOLN ST @ STATE ST)	19,275.00
TOTAL FOR: J. RANCK ELECTRIC, INC.				19,275.00
01215	KANE'S HEATING INC.			
		89091	CAPACITOR FOR CITY OF CHARLOTTE	62.54
TOTAL FOR: KANE'S HEATING INC.				62.54
01976	KENT COMMUNICATIONS INC			
		326214	JOB # 171672 UTILITY BILLS	1,030.94
TOTAL FOR: KENT COMMUNICATIONS INC				1,030.94
01173	LEA'S AUTO BODY			
		7360	REMOVE AND REPLACE FRONT TIRES 2022 TAHOE	38.00
TOTAL FOR: LEA'S AUTO BODY				38.00
01684	LEXISNEXIS RISK SOLUTIONS			
		1275544-20230831	AUGUST MINIMUM COMMITMENT	200.00
TOTAL FOR: LEXISNEXIS RISK SOLUTIONS				200.00
00316	MICH ASSOC. CHIEFS OF POLICE			
		300009674	ACTIVE VOTING (CHIEF/DIRECTOR)	115.00
		300009701	ACTIVE (SWORN LE PERSONNEL)	100.00
TOTAL FOR: MICH ASSOC. CHIEFS OF POLICE				215.00
01917	MICHIGAN CHAMBER SERVICES, INC.			
		78520	YEARLY SUBSCRIPTION (SEPT 2023 - SEPT 2024)	337.00
TOTAL FOR: MICHIGAN CHAMBER SERVICES, INC.				337.00
01082	MICHIGAN NETWORK CONSULTANTS			
		23-13147	IT SERVICES	3,150.00
TOTAL FOR: MICHIGAN NETWORK CONSULTANTS				3,150.00

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Invoice			
01048	MUNICIPAL SUPPLY COMPANY		
INV81261	MARKING PAINT, HYDRANT WRENCH, MAN HOLE HOOK		376.70
TOTAL FOR: MUNICIPAL SUPPLY COMPANY			376.70
01536	NAPA MPEC		
255044	WINDSHIELD WASHER FLUID, TIRE SHINE		101.88
255135	POWER STEERING FLUID, BRAKE CLEAN, GREASE		138.37
	CART		
255201	18 MONTH BATTERY		308.12
255206	TRICKLE CHARGER		43.99
TOTAL FOR: NAPA MPEC			592.36
01004	OTIS ELEVATOR, INC.		
298920	CONTRACT 39030/CV105181V		100.00
TOTAL FOR: OTIS ELEVATOR, INC.			100.00
00926	ROWE PROFESSIONAL SERVICES CO		
0108608	PROFESSIONAL SERVICES FROM APRIL 1,2023 TO		13,322.50
	APRIL 30,2023		
109984	PROJECT 2300485 CHARLOTTE RECREATION PLAN-		373.75
	SERVICES FROM 08.01.2023 - 08.31.2023		
TOTAL FOR: ROWE PROFESSIONAL SERVICES CO			13,696.25
00155	RURAL FIRE ASSOCIATION		
09.07.2023	50% OF REVENUE SALE FROM 2011 F650 MINI		30,000.00
	PUMPER		
TOTAL FOR: RURAL FIRE ASSOCIATION			30,000.00
00871	SPARROW OCCUPATIONAL HEALTH - LANS		
00061517-00	DRUG SCREEN FOR NEW HIRE		156.00
00061844-00	RANDOM TEST		35.00
TOTAL FOR: SPARROW OCCUPATIONAL HEALTH - LANS			191.00
01108	STATE OF MICHIGAN		
591-11102600	AIRPORT WEATHER OBS DATA SYSTEM		536.72
TOTAL FOR: STATE OF MICHIGAN			536.72
00857	STATE SPRING ALIGNMENT &		
02P7698	SPRINGS		2,314.82
TOTAL FOR: STATE SPRING ALIGNMENT &			2,314.82
00848	SUPERFLEET MASTERCARD PROG.		
FB74908.01.2023	FUEL POLICE (ACTIVITY PERIOD 08.01.2023 -		5,232.20
	08.31.2023)		
TOTAL FOR: SUPERFLEET MASTERCARD PROG.			5,232.20
00847	SWANSON ELECTRIC		
1548.47	INSTALL WASHER & DRYER @ WESTSIDE		840.00
TOTAL FOR: SWANSON ELECTRIC			840.00
01848	TEACHOUT BUILDER INC.		
08.06.2023	ADDITIONAL DRYWALL REPAIR AFTER WALL WAS		4,250.00
	REMOVED		
TOTAL FOR: TEACHOUT BUILDER INC.			4,250.00

09/13/2023 12:42 PM
User: CKOENIG
DB: Charlotte

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 08/31/2023 - 09/13/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 7/8

Vendor Code	Vendor Name	Invoice	Description	Amount
02004	THE RAPID GROUP, LLC	159019	96 GALLON CART FOR SHRED	25.00
TOTAL FOR: THE RAPID GROUP, LLC				25.00
00872	THE SHYFT GROUP, INC	SVA0009064	BRAKE ROTOR SEAL WHEEL, AXLE GASKET	449.85
		VA0008777	REPAIRS TO TRUCK #314	110.66
TOTAL FOR: THE SHYFT GROUP, INC				560.51
00820	TRACE ANALYTICAL LABORATORIES	3090213	WATER ANALYSIS	131.25
TOTAL FOR: TRACE ANALYTICAL LABORATORIES				131.25
00809	TRUGREEN #2801	181978533	LAWN SERVICE @ CITY HALL	38.29
TOTAL FOR: TRUGREEN #2801				38.29
00808	TSC TRACTOR SUPPLY	613126	PLUMBING SUPPLIES	14.87
TOTAL FOR: TSC TRACTOR SUPPLY				14.87
00791	USA BLUE BOOK	INV00110013	SAFETY ROPE	265.65
		INV00114151	SHOE COVERS	284.69
TOTAL FOR: USA BLUE BOOK				550.34
00785	VERIZON WIRELESS	9943401706	CHARGES FROM AUG 02- SEP 01	1,760.99
TOTAL FOR: VERIZON WIRELESS				1,760.99
00777	WALDRON FUELS	5370	FUEL SALES	998.28
TOTAL FOR: WALDRON FUELS				998.28
00774	WASTE MANAGEMENT-	1695.87	REFUSE PICKUP	1,695.87
TOTAL FOR: WASTE MANAGEMENT-				1,695.87
00768	WEST MICHIGAN INTERNATIONAL LLC	X105055088:01	BUMP STOPS	125.02
TOTAL FOR: WEST MICHIGAN INTERNATIONAL LLC				125.02
01983	WEX BANK	91639081	FUEL FOR CODE ENFORCEMENT	39.78
TOTAL FOR: WEX BANK				39.78
00761	WILLIAMS FARM MACHINERY, INC.	13586	CHAIN SAW CHAIN	45.00
		13942	CHAIN SAW CHAINS, BAR OIL, & WEDGES	270.40
TOTAL FOR: WILLIAMS FARM MACHINERY, INC.				315.40
00758	WINDEMULLER	230476	AUTOMATION SERVICES	1,160.00
TOTAL FOR: WINDEMULLER				1,160.00

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
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BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 8/8

Vendor Code	Vendor Name		
	Invoice	Description	Amount
TOTAL - ALL VENDORS			211,636.98
PAYMENT TYPE TOTAL			
		Paper Check	179,019.83
		EFT Transfer	32,617.15

COMMERCIAL CREDIT CARD STATEMENT 2023

August, 2023

	DATE	VENDOR	DESCRIPTION	ACCOUNT #	AMOUNT
Perry, S	7/13/2023	Menards	water heater maint. building	510-550-000-738-000	\$ 329.00
				Subtotal	\$ 329.00
Fullerton, T	7/19/2023	Domino's	Pizza for Fire Meeting	206-336.000-731.000	\$ 118.56
	7/26/2023	Glass Doctor	Repair Windshield - 319	206-336.000-740.000	\$ 75.00
				Subtotal	\$ 193.56
Griffith, M	7/18/2023	Municipal Wastewater	Certification Exam Fee	510-537.000-960.000	\$ 71.40
	8/4/2023	Egle DW Train and Cert	License Renewal	510-555.000-960.000	\$ 95.00
				Subtotal	\$ 166.40
Brentar, P	7/25/2023	Walmart	Range Supplies		\$ 15.45
				Subtotal	\$ 15.45
Smith, E.	7/19/2023	Mers of Michigan	Mers Annual Conf. - Jim S. Mary L.	101-215.000-965.000	\$ 510.00
				Subtotal	\$ 510.00
Lapere, E	8/1/2023	Google GSuite	Monthly Google Subscription	666-228.000-810.000	\$ 52.66
				Subtotal	\$ 52.66
Antcliff, R					
				Subtotal	
Gilson, A	7/18/2023	Driversupportbill.com	Monthly Software Driver - Dean	666-228.000-810.000	\$ 9.99
				Subtotal	\$ 9.99
Smith, A					
				Subtotal	\$ -
				Total	\$ 1,277.06



Memo

To: Honorable Mayor Armitage; City Council
From: Amy E. Gilson, PE - Director of Public Works
Date: September 13, 2023
Re: Staff report on DPW Dump Truck and Miscellaneous Equipment Sale

Background

The Department of Public Works owns a 2001 Sterling dump truck that has been replaced with a new dump truck that was approved for purchase by the city council at their meeting on August 15, 2022. The old truck and various other pieces of equipment that are no longer needed in the day-to-day operations of the Department will also be sold through auction.

The Department has tried different auction firms to dispense with old equipment, and the most recent effort has not met expectations. We have researched other online auctions and have determined that Rangerbid should be able to maximize our return for the old dump truck. A minimum bid price will be established for the vehicle. The buyer will be responsible for all fees, and there will be cost the City.

Recommendation

Section 2-184 of the City Ordinances allows for disposition of city assets through a sealed bids (public auction). City Council agrees to sell the 2001 Sterling dump truck and other miscellaneous equipment through Rangerbid auctions.

Financial Impacts

The revenues from the sale of the truck will be deposited back into the Motor Vehicle Pool fund from which the truck was originally purchased. Other miscellaneous equipment will be credited to the accounts from which they were originally purchased.

Suggested Motion

City Council approves the sale of the Sterling dump truck and miscellaneous equipment through Rangerbid online auction in accordance with City Ordinance 2-184.



Memo

To: Honorable Mayor Armitage; City Council
From: Bryan Myrkle, Community Development Director
Date: September 14, 2023
Re: Staff report regarding airport consultant reselection

Background

As City Council members know, a majority of funding for local airport projects comes from the federal government. One of the requirements for use of those funds is that airport sponsors (owners) conduct a consultant selection or reselection process at least every 5 years.

The process includes advertising that the sponsor is initiating reselection, compiling a list of proposed projects that could be undertaken during the 5-year time frame of engagement, accepting proposals from interested firms, interviewing and evaluating those firms and making a selection.

The City of Charlotte has done this several times during my work with Beach Airport, and we have made a switch to new consultants once as a result of the process. The easement acquisition and tree removal project were the final projects we expected to do with our current consultants, Prein & Newhof, prior to the next required reselection.

Unfortunately, because the easement acquisitions took longer than expected, the 5-year time period has elapsed just before we can do the tree removal this winter. MDOT officials let us know earlier this month that we cannot perform the tree removal project this winter without undergoing reselection. This is very frustrating, because going through a full-fledged reselection process at this time would cause several serious problems for us.

Most importantly, it would likely delay the start of the tree removal project, and quite possibly endanger our ability to complete it this winter. It would jeopardize our ability to complete the project successfully, even if we could start it on time, because a new consultant/engineer would have no knowledge or information about the project, and there is little time for them to familiarize themselves with it. Taking it on at this time would also undermine, and potentially delegitimize the selection process itself, due to a likely hesitance on our part to actually change engineers in the middle of an important project.

For these reasons MDOT allowed me to conduct an abbreviated reselection process for just the tree removal portion of this project itself. As we anticipated, because of the very limited nature of the project at this point, and the very short time frame we have to complete it, Prein & Newhof was the only consultant to respond to our advertisement.

I understand that MDOT officials had no choice but to require that we go through the process, and I very much appreciate that they understood my reluctance to do so. However, I committed to them, and I am committing to you, the City Council, that we will undertake a fair, robust and open consultant reselection process for the next 5 years of anticipated airport programming once we complete the tree removal project.

I am including the text of my advertisement, as well as Prein & Newhof's response to this advertisement for your review and approval.

I have prepared a Resolution authorizing the City of Charlotte to engage the services of Prein & Newhof to assist us with the completion of the tree removal project this winter, as we had expected to do all along. This approval merely satisfies the reselection requirement. There will be a separate contract for services to approve prior to the project start itself.

Recommendation

Authorize the City to secure the services of Prein & Newhof for this project.

Financial Impacts

This should have little financial impact on the City of Charlotte, because the City has expected to pursue this project with this consultant for several years. This simply allows the project to proceed as planned.

Suggested Motion

I move to approve City of Charlotte Resolution No. 2023-42.

CITY OF CHARLOTTE RESOLUTION NO. 2023-42

A RESOLUTION TO SELECT PREIN & NEWHOF FOR PROFESSIONAL PLANNING SERVICES FOR A FITCH H BEACH MUNICIPAL AIRPORT RUNWAY APPROACH OBSTRUCTION REMOVAL PROJECT

WHEREAS, the City of Charlotte wishes to obtain professional planning and engineering services from a qualified airport consultant for a project in support of operations at Fitch H. Beach Municipal Airport; and

WHEREAS, nature of the project is design, engineering and management of obstruction removal from the Runway 21 approach surface; and

WHEREAS, the City of Charlotte advertised and sought responses to a Request for Proposals for these services in accordance with state and federal regulations, as well as previous assurances made by the City of Charlotte; and

WHEREAS, funding is available for this project from the Federal Aviation Administration and Michigan Department of Transportation Office of Aeronautics; and

WHEREAS, the airport consulting firm Prein & Newhof submitted a response to the City of Charlotte's Request for Proposals; and

WHEREAS, the City of Charlotte has evaluated this proposal and determined it to be fully sufficient and the best received.

THEREFORE, the City of Charlotte City Council hereby selects Prein & Newhof to assist the City with this project.

Exhibit III

Single/Large Project

Obstruction Removal – Runway 21 End

Advertisement Request for Qualifications (RFQ)

The City of Charlotte, Michigan intends to select a consultant to assist in the removal of obstructions (trees and vegetation) in the approach of Runway 21. Interested consulting firms are requested to submit a Statement of Qualifications (SOQ) in duplicate to Bryan Myrkle, Community Development Director, City Hall, 111 E Lawrence Avenue, Charlotte, MI 48813 no later than date/time. The SOQ should demonstrate the consultants' interest in providing engineering services and construction administration services associated with the Runway 21 End Obstruction Removal project. The SOQ should be no longer than two (2) pages.

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

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

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

The entire project is anticipated to be completed no later May 30, 2024; however certain aspects of the project will need to be completed this coming winter to comply with applicable environmental regulations.

The project may be funded in full or in part with funds and/or multiple grants from the Federal Aviation Administration, State of Michigan, and/or local sources. The selected firm will be subject to all state and federal requirements.

Questions can be directed to:

Bryan Myrkle
Community Development Director
City of Charlotte
(517) 543-8853
bmyrkle@charlottemi.org

September 11, 2023

Mr. Bryan Myrkle,
Community Development Director
City Hall
111 E Lawrence Avenue
Charlotte, MI 48813

Re: Request for Qualifications (RFQ), Obstruction Removal for Runway 21

Dear Mr. Myrkle:

The Fitch H Beach Airport is key to growing and maintaining the economic development of the City of Charlotte Community and the surrounding area. The airport serves as a critical link for business and recreation, and must remain poised to serve as a transportation gateway and economic catalyst. For the past 10 years, Prein&Newhof has invested staff and resources to support the airport's plan to achieve its goals, and we will continue to be the best partner to serve your airport going forward.

We are the firm most familiar with your future projects and goals and have the best understanding of the existing infrastructure based on our past work at the airport.

Prein&Newhof has built a team consisting of our award-winning airport engineering staff along with engineering staff and resources from other divisions within our company.

Jon Van Duinen, PE will be the Project Manager serving your airport supported by Brian Merk, PE and John Stroo, PE. Important to you is the accessibility, quality, and depth of our staff and the team we have assembled. We have been and will continue to be responsive to your needs, have the greatest knowledge of your facility, and are ready to get your projects underway quickly and cost-effectively.

We understand the need for the obstruction removal project and the work it has taken to get the required easements. We will work with you and the airport to get the obstructions removed in the most cost-effective way. We understand that there are some trees on older easement and airport property that need to be cleared along with trees on 4 new easements and a portion of MDOT ROW. Two of the properties will have the clearing done by the owner and we will work with them to create plans for clearing and check that the work has been fully completed as part of our construction inspection.

We have experience doing obstruction removal at over 30 airports in Michigan. Each of these projects is unique based on the landowners, the setting, the type of trees, and the way they are accessed. We will use this experience to provide you with the expertise needed to successfully complete this project. We have completed clearing projects at the following airports in the last five years:

Padgham Field (Allegan)
Frankfort Dow Memorial Airport
Mason County Airport
Manistee County Blacker Airport

In addition to the obstruction removal project, Prein&Newhof work with you on your ACIP and other needs as they come up. Our strategy for each project we undertake is very simple: Listen to our client to

understand their needs, and deliver cost-effective, long-term solutions.

Prein&Newhof is a reputable aviation consultant with more than 30 years of experience in airport planning and design. Our clients range from the second busiest commercial service airport in Michigan to small general aviation airports. The diversity of our client base allows us to use lessons learned to help each client plan for their specific project needs. We invest in training seminars and classes and participate in multiple airport associations to stay current with changing standards and regulations. We have a strong reputation for innovative design, unrivaled construction support, and undivided attention to every client.

We will help you plan wisely, so you can adjust to changing demands while achieving the most for your money. By communicating well and striving to understand each of our client's unique circumstances, we can talk about your concerns early in the process. This, besides our technical ability, delivers successful projects.

We currently work at over 30 airports in Michigan. Following are references to three of them. We strongly encourage you to contact our references to learn how Prein&Newhof has served them.

Gaylord Regional Airport
Shari Rivest, Airport Manager
989-732-4218
srivest@otsegocountymi.gov

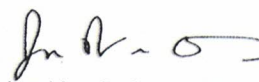
Dowagiac Municipal Airport
Oscar Azevedo, Airport Manager
269-591-0054
fi156storch@gmail.com

Cherry Capital Airport
Kevin Klein, AAE, Airport Director
231-947-2250
kevin.klein@tvcairport.com

Our relationship with airport staff provides you with the familiarity and assurance that you can rely on us as your trusted advisor. We would love to continue the relationship with the Fitch H Beach Airport by serving as your airport engineering consultant.

Sincerely,

Prein&Newhof



Jon Van Duinen, PE
Project Manager



Brian Merk, PE
Project Manager



John Stroo, PE
Airport Group Manager



Memo

To: Honorable Mayor Armitage; City Council
From: Bryan Myrkle, Community Development Director
Date: September 14, 2023
Re: Staff report on MDOT Contract No. 2023-0732

Background

As City Council members know, the City of Charlotte recently agreed to the purchase of two easements that will allow for tree trimming and removal in the runway approach area of Beach Airport. As you also know, 95 percent of the costs for these easements will be borne by the state and federal government. However, the City must seek reimbursement of these funds after paying the money itself initially.

MDOT Contract No. 2023-0732 is the agreement with MDOT that will allow for this reimbursement. As we have spoken about at several recent meetings, the City has been working with MDOT to ensure that the easements are fully acquired in time to make use of federal funds from the City's own allocation that would otherwise have expired, and also funds from allocations to other airports that are, in fact, expiring.

Therefore, a quick 'turnaround' of this contract with MDOT is necessary and must follow closely on the heels of the easement transaction itself.

As is the case with other MDOT contracts of this type, the City must approve a resolution authorizing the contract signatures, as well as make certain statements of assurances that are included with the agreement for your review.

Recommendation

Authorize Mayor Armitage and Clerk LaRocque to execute MDOT Contract No. 2023-0732 by approving City of Charlotte Resolution 2023-43.

Financial Impacts

This will allow for reimbursement to the City of state and federal funds associated with the purchase of the aviation easements.

Suggested Motion

I move to approve City of Charlotte Resolution No. 2023-43.

RESOLUTION NO. 2023-43

**A RESOLUTION TO APPROVE SIGNATORIES FOR
CONTRACT NO. 2023-0732 FEDERAL PROJECT NO. B-26-0018-2619**

WHEREAS, the City of Charlotte is entering into an agreement with the Michigan Department of Transportation for reimbursement of expenses associated with the acquisition of avigation easements; and

WHEREAS, this agreement is known as Contract No. 2023-0732.

THEREFORE, BE IT RESOLVED that City of Charlotte Mayor Michael Armitage and City of Charlotte Clerk Mary LaRocque are hereby authorized by the City Council of the City of Charlotte to act as signatories for this agreement.

The foregoing resolution was presented by _____ and supported by _____ for approval.
Carried; Yea ; Nay ; Absent

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on Monday September 18, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary LaRocque, City Clerk

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

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City Of Charlotte (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Fitch H. Beach Municipal Airport, whose associated city is Charlotte, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated September 14, 2023, attached hereto and made a part hereof.

PROJECT DESCRIPTION: ACQUIRE EASEMENT FOR APPROACHES-RWY 21 (PARCELS E17 & E18)-LAND ACQUISITION

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) 2 and 11, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

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

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

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

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

that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.
- The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.
- In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.
7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

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

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

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

IT IS FURTHER AGREED THAT:

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

Federal Share	\$801,000
Maximum MDOT Share	\$44,500
SPONSOR Share	<u>\$44,500</u>
<i>Estimated</i> PROJECT COST	\$890,000

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

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

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

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

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

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

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

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

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

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

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.
18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:

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

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

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.
20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the

performance of this Contract subsequently appears in the register during the performance period of this Contract.

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

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

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

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

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

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

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



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

CITY OF CHARLOTTE

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

The logo for the Michigan Department of Transportation (MDOT) is displayed in the background. It features a green outline of the state of Michigan on the left, followed by the letters "MDOT" in a large, blue, serif font. Below "MDOT", the words "Michigan Department of Transportation" are written in a smaller, green, sans-serif font.

EXHIBIT 1

FITCH H. BEACH MUNICIPAL AIRPORT CHARLOTTE, MICHIGAN

Project No. B-26-0018-2619
Job No. 204749ROW

September 14, 2023

	Federal	State	Local	Total
LAND	\$801,000	\$44,500	\$44,500	\$890,000
Acquire Easement for Approaches - Runway 21 (Parcel E17 & E18) Administrative Settlement				
Easement Cost	\$720,000	\$40,000	\$40,000	\$800,000
Closing & Legal Fees	\$37,125	\$2,063	\$2,062	\$41,250
Consultant Contract Fee	\$43,875	\$2,437	\$2,438	\$48,750
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$0	\$0	\$0	\$0

TOTAL PROJECT BUDGET	\$801,000	\$44,500	\$44,500	\$890,000
	90.00%	5.00%	5.00%	

Federal Billing Breakdown:

Bill #1	\$599,912	SBGP 10719	Grant Award Date: 9/23/23	
Bill #2	\$150,000	SBGP 14423	Grant Award Date: 8/7/23	FY 22 NPEs
Bill #3	\$51,088	SBGP 14423	Grant Award Date: 8/7/23	FY 23 NPEs

Bid Date & Type: N/A

Period of Performance End Date: 11/01/23 (Administrative Settlement signed 8/9/23 - costs incurred by this date)

MAC Approval: 09/13/23

FY 19 NPEs used:

Charlotte	\$98,843	
Atlanta	\$150,000	
Lapeer	\$115,397	
Mackinac Island	\$26,102	
Monroe	\$37,840	
Ontonagon	\$104,260	\$532,442

Pending NPE Transfer (sent to sponsor 9/14/23)

Niles	\$67,470	\$599,912
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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 Charlotte
3. Recipient's DUNS Number: DUNS 04-161-4652 / UEI LYXEDFRFFJ17
4. Amount of Federal funds: \$801,000
5. Federal Grant Number(s): SBGP 10719, 14423,
6. Grant Award Date(s): Grant Award Date: 9/23/23; 8/7/23
7. MDOT Project Number: B-26-0018-2619
8. Project Description: ACQUIRE EASEMENT FOR APPROACHES-RWY 21 (PARCELS E17 & E18)-LAND ACQUISITION
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-107-2019; 3-26-SBGP-144-2023
11. Federal Award Date: 9/23/23; 8/7/23
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 09/23/23 (Costs already incurred - Sponsor Reimbursement)
14. Amount of Federal Funds obligated by this action: \$801,000
15. Total amount of Federal Funds obligated: \$801,000
16. Total amount of the Federal award: \$801,000
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
Acting Director Bradley C. Wieferich, P.E., Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 2

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING LAND ACQUISITION AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the costs necessary for the performance of the PROJECT work, including related engineering, title research, appraisals, negotiations, acquisitions, relocation of displaced persons and businesses, structure removal, legal and litigation costs and attorney fees, technical guidance, and monitoring incurred in connection with the PROJECT.
2. If the PROJECT is canceled or the SPONSOR ceases acquisition on a voluntary basis, all costs, fees, and damages allowed will be the responsibility of the SPONSOR. If the SPONSOR discontinues or abandons any condemnation case, the SPONSOR will be responsible for all costs, fees, and damages allowed at law or in equity. It is further agreed that any claims filed alleging a constructive or de facto taking will be the responsibility of the SPONSOR with regard to damages, costs, interest, and attorney fees.
3. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT. During this period and beyond, for land purchased under the PROJECT, the SPONSOR, when the land is no longer needed for airport purposes, will dispose of such land at fair market value and make available to the DEPARTMENT an amount equal to the DEPARTMENT's proportionate share of the current fair market value of the land.
4. In addition to the requirements of paragraph 3 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

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.

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

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 are directly and substantially related to the actual air transportation of passengers or property.

ATTACHMENT 11

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS WHEN THE PROJECT PAYMENTS ARE HANDLED BY THE SPONSOR SEEKING REIMBURSEMENT

1. The SPONSOR will be responsible for making all payments associated with the PROJECT work. Not more often than once a month, the SPONSOR will submit a request for reimbursement to the DEPARTMENT. The reimbursement request will detail the costs expended on the PROJECT during the reporting period. The SPONSOR will include a certification that all costs reported are eligible costs under the terms of this Contract.
2. The SPONSOR will provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, reports, financial information, and other documents pertaining to this Contract. Copies of technical data, reports, financial information, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR also agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, financial information, and other documents will be maintained for a period of three (3) years from the date of final payment.
3. The DEPARTMENT will, upon approval by the legislature and the Michigan Aeronautics Commission and upon request for reimbursement from the SPONSOR, bill the FAA for eligible costs in accordance with the terms of the grant from the FAA. The DEPARTMENT will reimburse the SPONSOR with the funds received from the FAA.
4. The DEPARTMENT will make final accounting to the FAA for purposes of PROJECT closure 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.
5. Reimbursement of any costs will not constitute a final determination by the DEPARTMENT of the allowability of such costs and will not constitute a waiver by the DEPARTMENT of any violation of the terms and conditions of this Contract committed by the SPONSOR.
6. Determination of allowable PROJECT COSTS will be in accordance with the cost criteria set forth in the Office of Management and Budget Circular A-87 and/or 49 CFR, Part 18, as amended, in effect at the time the FAA Grant is signed by both parties, incorporated herein by reference as if the same were repeated in full herein.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Appendix B

(Aeronautics)

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

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

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

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

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

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

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

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

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

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

APPENDIX F

GENERAL CONDITIONS

(Any Reference to FAA includes MDOT where applicable.)

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

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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 sub-agreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 - 1. Associated with performance under this agreement; or
 - 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

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

13. Co-Sponsor.

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

14. Audits for Public Sponsors.

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

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

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

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

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

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

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

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

17. Land Acquisition.

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

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

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

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

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

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	<u>DBE PLAN:</u> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	<u>ENVIRONMENTAL:</u> The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures: Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures. The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	<u>EMAS BLOCK PRE-PURCHASE:</u> The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	<u>EQUIPMENT ACQUISITION:</u> The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	<u>FRICTION MEASURING DEVICES:</u> The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

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

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE		
IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO			IS THIS THE FINAL INVOICE? ☐ YES ☐ NO				
CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		\$	\$				
		\$	\$				
		\$	\$				
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IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

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

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

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

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

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

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

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

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

25. Airport Revenues.

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

26. Reports and Inspections.

It will:

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

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

30. Civil Rights.

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

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

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

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

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

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

31. Disposal of Land.

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

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

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

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

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

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

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



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Charlotte

Airport: Fitch H. Beach Municipal Airport

Project Number: B-26-0018-2619

Description of Work: Acquire Easement for Approaches-Rwy 21 (Parcels E17 & E18)-Land Acquisition.

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

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

Executed on this _____ day of _____, 2023.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Charlotte

Airport: Fitch H. Beach Municipal Airport

Project Number: B-26-0018-2619

Description of Work: Acquire Easement for Approaches-Rwy 21 (Parcels E17 & E18)-Land Acquisition.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

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

Executed on this _____ day of _____, 2023.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of
Transportation

**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Charlotte

Airport: Fitch H. Beach Municipal Airport

Project Number: B-26-0018-2619

Description of Work: Acquire Easement for Approaches-Rwy 21 (Parcels E17 & E18)-Land Acquisition.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☐ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- ☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Sponsor's Certification

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

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2023.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CHARLOTTE VOLUNTEER FIRE DEPARTMENT

September 18, 2023

MISSION STATEMENT

The members of the Charlotte Volunteer Fire Department and Association shall provide the best possible emergency services in order to protect the lives and property of citizens of the City of Charlotte, the Rural Fire Association, and those areas receiving services by utilizing state of the art equipment and techniques, and by continuous improvement through dedication, training, and education.

CONSTITUTION

ARTICLE I

The Fire Fighter Volunteers shall be known and designated as the Charlotte Volunteer Fire Association, a 501(c)(4) organization, referred to hereinafter in the Constitution and By-Laws as “the Association”.

The Fire Fighter Volunteers recognize that the City of Charlotte Fire Department is a government agency subject to the control of the City of Charlotte, referred to hereinafter as “the Department”.

ARTICLE II

Section 1

The Command Officers of the Department report to the Fire Chief, who is appointed by the City in accordance with City Charter, including Section 6.12 (A) The Fire Department shall be under the direction of the Fire Chief, and (B), “In making the appointment of Fire Chiefs, primary consideration shall be given to any recommendation made by the members of the Fire Department and the appointment of any person who is not recommended or approved by the members of the Department shall not be confirmed by the Council, except by the vote of five or more of its members.

Section 2

The command officers of the City of Charlotte Fire Department are the Fire Chief, Assistant Fire Chief, Deputy Fire Chief, and persons so designated by the Fire Chief upon concurrence of the City Manager.

Members of the Charlotte Volunteer Fire Association may make the following recommendations for the fulfillment of the Command Officers, as follows:

- The Assistant Fire Chief position be filled by a Volunteer or a full-time Fire Fighter.
- The Deputy Fire Chief position be filled by a Volunteer.

Section 3

In the absence of all the command officers, the on-scene responsibilities will be assumed by the senior Fire Fighter present who shall take command of all Fire Fighters, fire trucks, and other apparatus until such time that all equipment and personnel are returned to the fire station and to normal status, or until an Officer arrives to take command of the situation.

ARTICLE III

The command officers of the City of Charlotte Fire Department shall perform duties as directed under the command of the Fire Chief, as provided for, but not limited to, the following sections:

Section 1

The Assistant Chief shall work with the Fire Chief to operate the Department within all City, State and Federal Fire Department laws and regulations.

Section 2

In the absence of the Assistant Fire Chief, the Deputy Fire Chief may assume the duties thereof.

ARTICLE IV

The Department shall consist of full-time and volunteer fire fighters, and VIPs.

Section 1

Members of the City of Charlotte Fire Department must meet the following requirements:

1. All State minimum requirements.
2. Volunteers Members shall reside within the Department's coverage area.
3. Be available to respond to emergency calls 24 hours per day when appropriate.
4. All other requirements identified in the Department Hiring Policy.

Section 2

If an applicant cannot meet the above-listed requirements, he/she may still be considered under the following: Submit a written request to the Fire Chief for a variance for the unmet requirement at least 10 days prior to a regular business meeting.

Section 3

If any person undergoes a change which causes them to fail to meet any of the eligibility requirements, it will be the person's responsibility to notify the Fire Chief in writing within 72 hours of such knowledge.

Section 4

Adjusting the total number of Fire Fighters shall be at the discretion of the Fire Chief, so long as there is no conflict with the Hiring Policy document referred to in the next section. The Fire Chief may ask for input from the Volunteers if necessary.

Section 5

Department applicants shall refer to the City of Charlotte Volunteer Fire Department Hiring Policy document, on file with the Fire Chief or City Clerk, for information on the application process.

The Department scheduled training sessions shall be on the 1st Wednesday of October, November, December, January, February & March, immediately following the regularly scheduled business meeting. Any command officer may call for the date, time and frequency of special training events based upon personnel and operational requirements.

ARTICLE V

All the provisions of this Constitution and Association By-Laws shall be subject to the Charlotte City Charter, City Ordinance, and applicable federal and state laws and/or regulations.

ARTICLE VI

The probation period for new Fire Fighters of the Department shall be twelve (12) consecutive months from the appointment date. The probationer's performance may be evaluated at any time. Upon completion of the probationary period, their performance will be evaluated by the Fire Chief, with consideration of the active members of the Department and Association. The Fire Chief, with consideration of the active members will conduct a vote as to grant full membership or to extend the probation period. All new volunteer Fire Fighters must be hired within the guidelines of the Department Hiring Policy.

ARTICLE VII

All Volunteer Fire Fighters and VIPs shall be covered under the City of Charlotte Workers Compensation and Liability Insurance while acting on behalf of the City of Charlotte Fire Department, per the Volunteer Firefighter Insurance Policy.

ARTICLE VIII

The Fire Chief may consider the recommendations from the Volunteers regarding all new policies, or changes to policies, related to the operation of the Department.

ARTICLE IX

It shall be the duty of each member responding to an alarm to report immediately to the station and assist in conveying the trucks and other apparatus to any point designated by the officer in command and to remain on duty until discharged by the officer in command. Refer to the City

of Charlotte Volunteer Fire Fighter Handbook for further details on the Fire Fighter response policy.

ARTICLE X

At an incident, the Fire Chief, Assistant Fire Chief and Deputy Fire Chief shall wear white to designate command status. Captains shall wear red identifying officer status. Volunteer Fire Fighters shall wear black helmets and tan in color turnout gear.

ARTICLE XI

All Volunteer Association members will be compensated per Volunteer Stipend, as approved by City Council Resolution.

BY-LAWS

ARTICLE I

Section 1

The voting power of the Association shall consist of all the Volunteer members, including VIPs.

Section 2

The Officers of the Association shall consist of the Assistant Fire Chief, Deputy Fire Chief, and Secretary/Treasurer. The Officers shall be recommended separately by a simple majority of the voting members, as a vacancy may occur.

Section 3

The nomination of Officers shall be made on the same night as the election, and one office shall be filled before any nomination for another office shall be made.

Section 4

The recommendation of the positions of Assistant Fire Chief, Deputy Fire Chief, and Secretary/Treasurer positions shall have an initial nomination, a second of support to that nomination and followed by a roll call vote by the Volunteers present at the business and/or special meeting. If more than one nomination is proposed, the Assistant Fire Chief shall appoint two tellers to assist them in conducting the election.

Section 5

Should there be no decision on the first ballot for the election of any Officer, the candidate with the lowest number of votes shall be dropped and another ballot conducted, until a candidate is elected by a majority vote.

Section 6

In case of the death or incapacitation of any Officer, the Association may proceed to recommend a replacement at the next regular business meeting. In case of resignation of any Officer, the recommendation shall be held the same night the resignation is accepted, as a vacancy may occur.

The Assistant Chief may, but not required to do so, preside over all meetings, preserve order, enforce the By-Laws of the Association, call special meetings when necessary or in response to the request of five (5) members, and to notify the Secretary-Treasurer of the time and purpose of such meetings.

In the absence of the Assistant Fire Chief, the Deputy Fire Chief may assume the duties thereof, and conduct the election of the Assistant Fire Chief.

Section 7

It shall be the duty of the Secretary-Treasurer, or his/her designee, to keep minutes of all business meetings of the Association and account for all funds related to the Association.

ARTICLE II

The By-Laws of the Association may only be recommended for amendment by two-thirds (2/3) vote of the membership at a regular business meeting, and after written notice of the proposed change has been given at the previous regular business meeting.

ARTICLE III

The order of business at every regular business meeting of the Association shall be:

1. Calling of the Roll
2. Approval of Previous Meeting Minutes
3. Applications for Membership
4. Treasurer's Report
5. Committee Reports
6. Old business
7. New business
8. Adjournment

ARTICLE IV

The Annual Meeting of the Association shall be on the first Wednesday in April of each year, and the regular business meetings shall be held on the first Wednesday of each month. It is the Fire Fighter's responsibility to read minutes and make up missed materials for each unattended meeting.

ARTICLE V

Ten voting members and the Assistant Fire Chief or the officer acting in his/her stead shall constitute a quorum for the transaction of business at a regular or special business meeting.

ARTICLE VI

The hour of the business meeting shall be 7:00 p.m., and Robert's Rules of Order shall be followed in conjunction with the Association's By-Laws.

ARTICLE VII

All Fire Fighters in good standing shall have one vote each on decisions made by the Association at any regular or special business meeting. Any Fire Fighter who is on initial or disciplinary probation, or who has been granted leave, shall have no voting privilege during that period.

ARTICLE VIII

The performance of any volunteer member may be questioned by any other volunteer. Upon a majority vote of all members present at a meeting, the volunteer Fire Fighter in question may be referred to the Assistant Fire Chief for the evaluation process as outlined in the Hiring Policy referred to in Article V, Section 5 of the Constitution.

Any Volunteer that fails to meet a minimum 5% "ALL CALL" response for a quarter, without approved variance or leave, will be recommended for a review with the Fire Chief. If the Volunteer fails to improve above 5% response the following quarter, they will be subject to an evaluation by the voting members of the Department and Association. The voting members may request that the volunteer firefighter be placed on probation, or their membership be revoked with a simple majority vote of the Volunteers.

ARTICLE IX

It is the responsibility of every member to read and understand the Constitution & By-Laws of the Association and the Charlotte Volunteer Fire Fighter Handbook.

ARTICLE X

Officers of the Association are authorized to approve spending discretionary money of the Volunteer Association's funds outside of a regular business or special meeting per the Discretionary Spending of Volunteer Funds Policy.

ARTICLE XI

A VIP is a retired volunteer, full-time firefighter, or volunteer meeting the special criteria within this policy. VIPs continue to assist the fire department in many ways. By upholding the traditions, beliefs, and morals of the department, these firefighters forged the Charlotte Volunteer Fire Department into what it is today. These VIPs are knowledgeable, treated with respect, and trusted. Their advice and guidance should be taken into consideration for decisions concerning the Association

Criteria to be awarded VIP status, benefits of, and the requirements for service are outlined below and in more detail within the VIP Status Policy.

- Have completed a minimum of 10 years of continuous or combined service to the Department.
- Must be approved for VIP status by a simple majority vote of the active Volunteers.
- Volunteers with less than 10 years of service may request a waiver for special circumstances. The voting body of active volunteers will determine if the request shall be granted.
- An understanding of the forfeiture of the Volunteer Firefighter Quarterly Stipend.

End of Document