



CITY OF ALLEGAN
CITY COUNCIL MEETING
Monday, April 10, 2023 – 7:00PM
City Hall – 231 Trowbridge Street Allegan, MI 49010

Amended 4/10/2023

7:00 PM Council Meeting (Action to be taken by Council on the following agenda items)

Note: Please be courteous and turn cell phones off during the meeting.

1. CALL TO ORDER

2. ROLL CALL (Excused Absences if Any)

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

4A – Approval of the Regular Council Meeting Agenda for April 10, 2023.

5. APPROVAL OF MINUTES

5A – Approval of the Study Session Minutes from March 27, 2023, Council Meeting.

5B – Approval of the Regular Meeting Minutes from March 27, 2023, Council Meeting.

5C - Approval of the Closed Session Minutes from March 27, 2023, Council Meeting.

6. SPECIAL PRESENTATIONS & RECOGNITIONS BY MAYOR OR COUNCIL

6A – Arbor Day Proclamation from Mayor Galloway

7. FIRST READING OF ORDINANCES and SCHEDULING OF PUBLIC HEARINGS

7A – First reading and scheduling of a public hearing and second reading for the April 24, 2023, Council meeting regarding Ordinance 509 to amend Article XV – Overlay Districts, of the City of Allegan Zoning Ordinance.

8. PUBLIC HEARINGS AND ADOPTION OF ORDINANCE

9. PUBLIC COMMENT

10. WRITTEN PETITIONS & REPORTS FROM SPECIAL COMMITTEES

11. REPORTS FROM BOARDS, COMMISSIONS & CITY OFFICES

11A. City Boards, Commissions and Area Agencies

11B. Finance Department

11B.1 – Request to approve Accounts Payable and Payroll.

11C. Police Department

11D. Water Utilities

11E. Public Works

11E.1 – Request to adopt Resolution 23.10 to authorize the Mayor to sign the MDOT contract and certifications for restriping and crack sealing at Padgham Field Airport.

11F. City Manager & City Clerk

11F.1 – Request to approve a one-year lease agreement for 211 ½ Trowbridge St.

12. BOARD APPOINTMENTS

13. COMMUNICATIONS FROM CITY MANAGER, COUNCIL & MAYOR

14. CLOSED SESSION

15. ADJOURNMENT

PLEASE NOTE

AUDIENCE PARTICIPATION:

In addition to addressing the Council during public hearings and under “Public Comment,” members of the audience may address the Council, on items listed under agenda numbers 11B-11F; please limit your comments to three minutes or less per item. Please step up to the Podium and state your name and address.

The proposed process for items listed under agenda numbers 11B-11F above shall be as follows:

1. Announcement of the agenda item by the Mayor.
 2. Verbal report provided by staff.
 3. Mayor asks councilmembers if they have any questions for staff to clarify the staff report.
 4. Mayor opens/closes the floor to receive public comment (if a public hearing is required or if the mayor determines public comments is warranted).
 5. Motion is made by a council member and seconded by another council member.
 6. Mayor then calls on councilmembers to discuss the motion if councilmembers wish to discuss.
 7. Mayor calls for a vote on the item after discussion has occurred.
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**CITY OF ALLEGAN
CITY COUNCIL STUDY SESSION MINUTES
Monday March 27, 2023, at 5:30 PM
City Council Chamber – 231 Trowbridge Street
Allegan, Michigan**

1. Call to Order

Mayor Galloway called the meeting to order at 5:30 PM.

2. Public Comment

3. Round Table Discussion amongst Council Members

Councilmember Redding asked some questions about Ordinance 508. Council discussed Councilmember Redding's questions and potential amendments to Ordinance 508.

4. High Level Presentation of the Fiscal Year 2024 Budget

City Manager Dye and Finance Director Stull presented Council high-level budget overview.

5. Review of the February Revenue and Expenditure Report

6. Review of Council Agenda

Mayor Galloway informed the whole of Council that the agenda would need to be amended to include item 11E.5 to adopt Resolution 23.09. Mayor Galloway also noted that a motion would be needed to excuse Councilmembers Andrus and Morgan.

7. Adjournment

Mayor Galloway adjourned the meeting at 6:41 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



**CITY OF ALLEGAN
CITY COUNCIL REGULAR MEETING MINUTES
Monday March 27, 2023, at 7:00 PM
City Council Chamber – 231 Trowbridge Street
Allegan, Michigan**

1. Call to Order

Mayor Galloway called the meeting to order at 7:00 PM.

2. Roll Call

Present: Bird, Galloway, Hanse, Redding, Zeter

Absent: Andrus and Morgan

Motion by Redding with support from Zeter to excuse Councilmembers Andrus and Morgan.

Motion passed 5-0.

Also Present: City Attorney Nick Curcio (7:30), City Manager Joel Dye, Police Chief Jay Gibson, Downtown Manager Parker Johnson, Department of Public Works Director Doug Kadzban, City Clerk Michaela Kleehammer, Finance Director Tracy Stull, and Water Utilities Director Doug Sweeris.

3. Pledge of Allegiance

4. Approval of Agenda

4A – Approval of the Regular Council Meeting Agenda for March 27, 2023.

Motion by Redding with support from Bird to approve the Regular Council Meeting Agenda for March 27, 2023, with the addition of agenda item 11E.5. **Motion passed 5-0.**

5. Approval of Minutes

5A – Approval of the Study Session Minutes from March 13, 2023, Council Meeting.

Motion by Redding with support from Hanse to approve the study session minutes from March 13, 2023. **Motion passed 5-0.**

5B – Approval of the Regular Meeting Minutes from March 13, 2023, Council Meeting.

Motion by Bird with support from Hanse to approve the regular meeting minutes from March 13, 2023. **Motion passed 5-0.**

6. Special Presentations & Recognition by Mayor or Council

7. First Reading of Ordinances and Scheduling of Public Hearings

8. Public Hearings and Adoption of Ordinance

8A – Second reading and public hearing for Ordinance 508 to amend Chapter 6 – Animals, of the City of Allegan Code of Ordinances.

Public Hearing (7:04 – 7:05): Let the record show that no public comment was given.

Motion by Redding with support from Bird to amend Section 6-21(a) to allow a maximum of six chickens per parcel. **Motion passed 5-0.**

Motion by Redding with support from Zeter to remove the second Section 6-21(i). **Motion failed 2-3. Yea: Redding, Zeter. Nay: Bird, Galloway, Hanse.**

Motion by Redding ~~with support from Redding~~ with support from Zeter to remove Sections 6-22~~1~~ to 6-24. **Motion failed 2-3. Yea: Redding, Zeter. Nay: Bird, Galloway, Hanse.**

Motion by Bird with support from Redding to adopt Ordinance 508 as amended. **Motion passed 4-1. Yea: Bird, Galloway, Hanse, Redding. Nay: Zeter.**

9. Public Comment

10. Written Petitions & Reports from Special Committees

11. Reports from Boards, Commissions & City Offices

11A. City Boards, Commissions, and Area Agencies

11A.1 – Planning Commission March 20th Meeting – Roger Bird

11B. Finance Department

11B.1 – Request to approve Accounts Payable and Payroll.

Motion by Bird with support from Redding to approve accounts payable and payroll. **Motion passed 5-0.**

11C. Police Department

11C.1 – Request to approve a grant application for MCOLES Public Safety Academy Assistance Program.

Motion by Redding with support from Bird to approve the MCOLES Public Safety Academy Assistance Program grant application. **Motion passed 5-0.**

11D. Water Utilities

11D.1 – Request to approve a contract with Abonmarche for the professional engineering services for DWAM/DSMI in the amount of \$326,635.00.

Motion by Hanse with support from Redding to approve the Abonmarche contract for professional engineering services for DWAM/DSMI. **Motion passed 5-0.**

11D.2 – Request to authorize a purchase order for Silversmith Data for two android tablets and GPS units in the amount of \$7,260.00.

Motion by Hanse with support from Bird to authorize the purchase order for Silversmith Data. **Motion passed 5-0.**

11E. Public Works

11E.1 – Request to authorize a purchase order for Chloride Solutions LLC for beet juice for the 2023/2024 winter season in the amount of \$8,250.00.

Motion by Hanse with support from Redding to authorize the purchase order for Chloride Solutions LLC. **Motion passed 5-0.**

11E.2 – Request to authorize a purchase order for the State of Michigan MiDeal program for road salt for the 2023/2024 winter season in the amount of \$40,500.00.

Motion by Hanse with support from Bird to authorize the purchase order for the State of Michigan MiDeal program. **Motion passed 5-0.**

11E.3 – Request to adopt Resolution 23.07 to authorize a change in the Standard Lighting Contract between the City of Allegan and Consumers Energy Company.

Motion by Bird with support from Redding to adopt Resolution 23.07. **Motion passed 5-0.**

11E.4 – Request to authorize a purchase order for Abonmarche for engineering services related to the Rossman Park Improvement Project in the amount of \$24,900.00 and appoint the City Manager or his designee as a signatory.

Motion by Hanse with support from Bird to authorize the purchase order for Abonmarche. **Motion passed 5-0.**

11E.5 – Request to adopt Resolution 23.09 to support the 2nd Street Bridge project funded by the MDOT Local Bridge program.

Motion by Hanse with support from Redding to adopt Resolution 23.09. **Motion passed**

5-0.**11F. City Manager & City Clerk**

11F.1 – Request to adopt Resolution 23.08 to establish a fee for the keeping of chickens permit.

Motion by Bird with support from Redding to adopt Resolution 23.08. **Motion passed 5-0.**

12. Board Appointments

12A – Appoint of Jason Ramaker to the Planning Commission with a term set to expire on December 31, 2026.

Motion by Hanse with support from Redding to approve Jason Ramaker's appointment to the Planning Commission. **Motion passed 5-0.**

13. Communications from City Manager, Council & Mayor

City Manager Dye noted the success of Cabaret over the last two weekends and that Cabaret plans to come back to Allegan in 2024. Dye informed Council that Joe Leverence has exited the Due Diligence agreement between Mr. Leverence and the City of Allegan regarding the city dam powerhouse. Additionally, Dye mentioned that the rental rehab project for 109 Locust and 114/116 Locust has been reduced to only 109 Locust Street.

Downtown Manager Johnson informed Council that Hoard of the Dragon will be closing, but that the city is already in communication with another party interested in occupying the space.

DPW Director Kadzban briefly discussed the engineering plans from Abonmarche for the Riverfront boardwalk and that the city will be going out for bid on the improvement project soon.

Councilmember Zeter remarked on the professionalism he experienced in working with the Water Utilities department as they did work at his property.

Mayor Pro-Tem Bird asked Water Utilities Director Sweeris whether the city has found the source of water loss yet. Bird also expressed his excitement about the construction downtown.

Mayor Galloway also expressed her excitement about the construction occurring downtown and urged other council members to contact city staff if they have questions about any reports in the City Council packets.

14. Closed Session

14A – Request to enter in closed session per MCL 15.268(h) to consider material exempt from discussion or disclosure by state or federal statute.

Motion by Hanse with support from Bird to enter in closed session per MCL 15.268(h).

Motion passed 4-1. Yea: Bird, Galloway, Hanse, Zeter. Nay: Redding.

Motion by Bird with support from Hanse to exit closed session and enter in regular session.

Motion passed 5-0.

15. Adjournment

Mayor Galloway adjourned the meeting at 8:30 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



City of Allegan
Department of Public Works
691 Airway Drive, Allegan, MI 49010
Phone: 269.686.1115

MEMORANDUM

TO: City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: April 10, 2023

SUBJECT: Arbor Day Proclamation 2023

Action Requested:
No action is required.

Background: The City of Allegan has received Tree City USA recognition for 36 years and is planning an Arbor Day celebration on Friday April 28, 2023. Attached is a proclamation for the mayor to sign proclaiming the last Friday in April as Arbor Day. DPW staff is planning to plant a Marmo Maple tree in Riverfront Park that date at 10:00 a.m.

City staff are planning for a presentation at North Ward school on Wednesday May 3, 2023, discussing trees and showing them how to plant a tree seedling that the City will give them.

Attachments: Proclamation



City of Allegan
Department of Public Works
691 Airway Drive, Allegan, MI 49010
Phone: 269.686.1115

ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products and by-products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, the City of Allegan has been recognized as a Tree City USA by the National Arbor Day Foundation for the past 36 years and desires to continue its tree-planting ways.

NOW, THEREFORE, I, Teresa Galloway, Mayor of the City of Allegan, do hereby proclaim the last Friday in the month of April, as **ARBOR DAY** in the City of Allegan, and I urge all citizens to support efforts to care for our trees and woodlands and to support our city's community forestry program.

FURTHER, I urge all citizens to plant trees to gladden their hearts and promote the well-being of present and future generations.

DATED this 10th day of April 2023.

Teresa Galloway, Mayor



City of Allegan
Department of Public Works
269.686.1115
691 Airway Drive
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: April 10, 2023

SUBJECT: Request to hold a first reading and schedule a public hearing and second reading for the April 24, 2023, Council meeting regarding Ordinance 509 to amend Article XV – Overlay Districts, of the City of Allegan Zoning Ordinance.

Action Requested:

It is requested that City Council hold a first reading and schedule a public hearing and second reading for the April 24, 2023, Council meeting regarding Ordinance 509 to amend Article XV – Overlay Districts, of the City of Allegan Zoning Ordinance.

Background:

The City of Allegan participates in the National Flood Insurance Program (NFIP) and implements floodplain determinations through the building official.

The Federal Emergency Management Agency (FEMA) recently completed a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Allegan, and both become effective on June 21, 2023. Prior to the effective date, municipalities are required to update floodplain management measures and submit them to FEMA for approval.

EGLE has provided recommended ordinance language addressing floodplain management provisions to the zoning codes. The floodplain measures are reviewed and administered by Professional Code Inspectors (PCI) on behalf of the City. PCI has reviewed the proposed ordinance and approves its' adoption.

As no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Allegan County, FEMA and EGLE recommend that the City of Allegan use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the City of Allegan were received by the Mayor's office and are available at City Hall for review.

Attachments: Ordinance 509
Adoption of Flood Insurance Rate Maps by Participating Communities
FEMA Correspondence

**CITY OF ALLEGAN
ALLEGAN COUNTY, MICHIGAN**

ORDINANCE NO. 509

**AN ORDINANCE TO AMEND THE CITY OF ALLEGAN ZONING ORDINANCE
ARTICLE XV, OVERLAY DISTRICTS, SECTIONS 1500.02(E)(1) TO
1500.02(E)(4) FLOODPLAIN MANAGEMENT PROVISIONS OF THE STATE
CONSTRUCTION CODE.**

The City of Allegan ordains:

Section 1. Amendment. Article XV – Overlay Districts of the City of Allegan Zoning Ordinance, City of Allegan, Michigan is amended to show as follows:

Article XV Overlay Districts

Section 1500.02(E). – Floodplain Management Provisions of the State Construction Code.

1. AGENCY DESIGNATED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Building Official of the City of is hereby designated as the enforcing agency to discharge the responsibility of the City of Allegan under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The City of Allegan assumes responsibility for the administration and enforcement of said Act through out the corporate limits of the community adopting this ordinance.
2. CODE APPENDIX ENFORCED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the jurisdiction of the community adopting this ordinance.
3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) entitled “Flood Insurance Study for Allegan County, All Jurisdictions” and dated June 21, 2023 and the Flood Insurance Rate Maps (FIRMs) panel numbers included on Index Panel 26005CIND0A, effective June 21, 2023 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the “Flood Hazards” section of Table R301.2(1) of the Michigan.
4. MOST RESTRICTIVE STANDARDS. If another ordinance contains standards inconsistent with the provisions of this ordinance, the most restrictive standards shall apply.

Section 2. Publication and Effective Date. The City Clerk shall cause a notice of adoption of this ordinance to be published. This ordinance shall take effect upon publication.

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

CERTIFICATION

This is a true and complete copy of Ordinance No. 509 adopted at a regular meeting of the Allegan City Council held on _____, 2023.

Teresa Galloway, Mayor

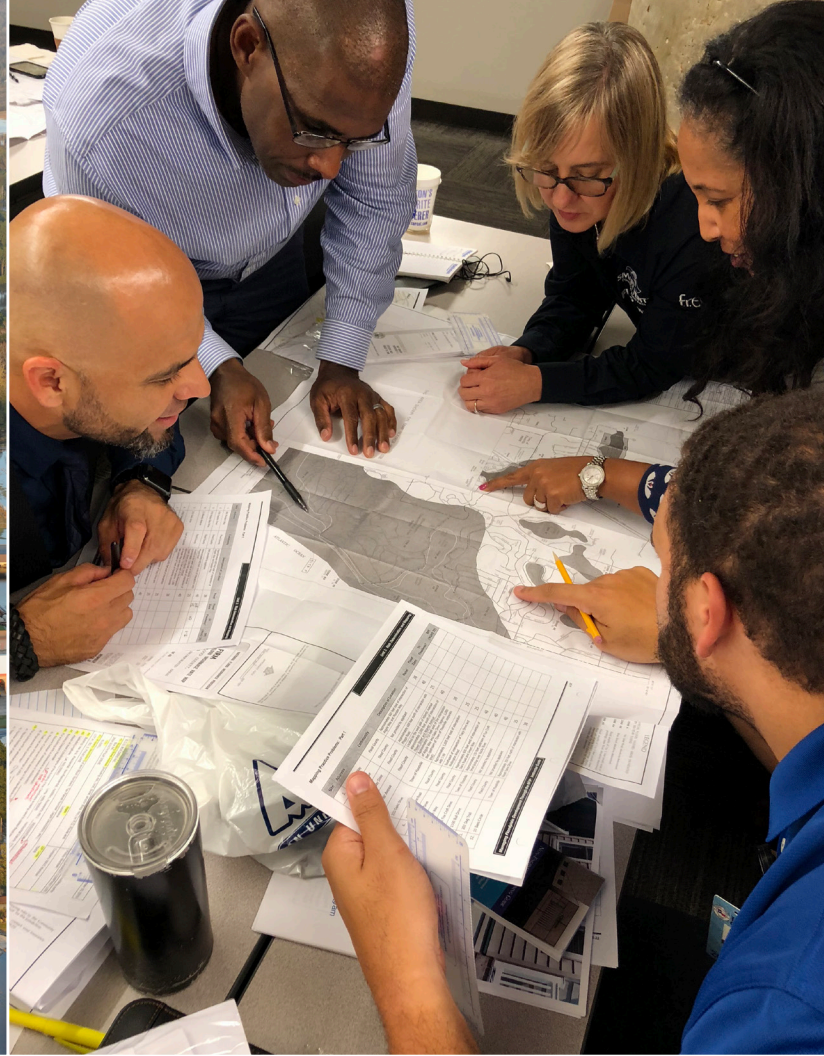
Michaela Kleehammer, City Clerk

Introduced: April 10, 2023

Adopted:

Published:

Effective:



Adoption of Flood Insurance Rate Maps by Participating Communities

FEMA 495

January 2019



FEMA

Adoption of Flood Insurance Rate Maps by Participating Communities

Flooding is the most common and costly natural disaster in the United States, and it affects every State. Flooding can be caused by storms, dams or levees breaking, new development changing how water flows above and below the ground, snowmelt, and much more. The National Flood Insurance Program (NFIP) was established to reduce the financial risk for property owners and renters through insurance; in exchange, communities adopt floodplain management regulations that reduce future flood damages. This Federal program, established with the passage of the National Flood Insurance Act of 1968, has grown to include over 22,000 participating communities and to provide over \$1 trillion in flood insurance coverage.

This brochure addresses several questions about how communities adopt a Flood Insurance Rate Map (FIRM). As a participant in the NFIP, your community is responsible for making sure that its floodplain management regulations meet or exceed the minimum requirements of the NFIP. By law, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) cannot offer flood insurance in communities that do not adopt and enforce those regulations, which can be found in Title 44 of the Code of Federal Regulations (CFR), Section 60.3. You can also find them in model ordinances developed by most States and by FEMA's Regional Offices.

The basis of your community's floodplain management regulations is the flood hazard data FEMA provides. In support of the NFIP, FEMA identifies flood hazards nationwide and publishes and periodically updates flood hazard data. These data are provided to communities in the form of a Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report, typically prepared in a countywide format. While an FIS report accompanies most FIRMs, it is not created for all flood studies.

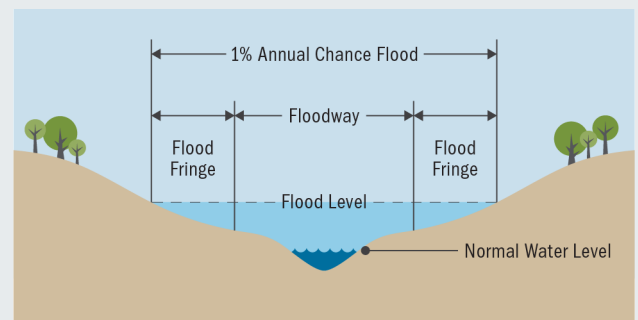
Knowing your flood hazards serves many important purposes, including an increased awareness of the hazard, especially for those who live and work in floodprone areas. The FIRM and FIS report provide States and communities with some of the information they need for land use planning, to reduce the risk of floodplain development, and to protect residents' health and safety through codes and regulations. States and communities also use the information for emergency management.

What is the process for developing new flood hazard data or revising existing data?

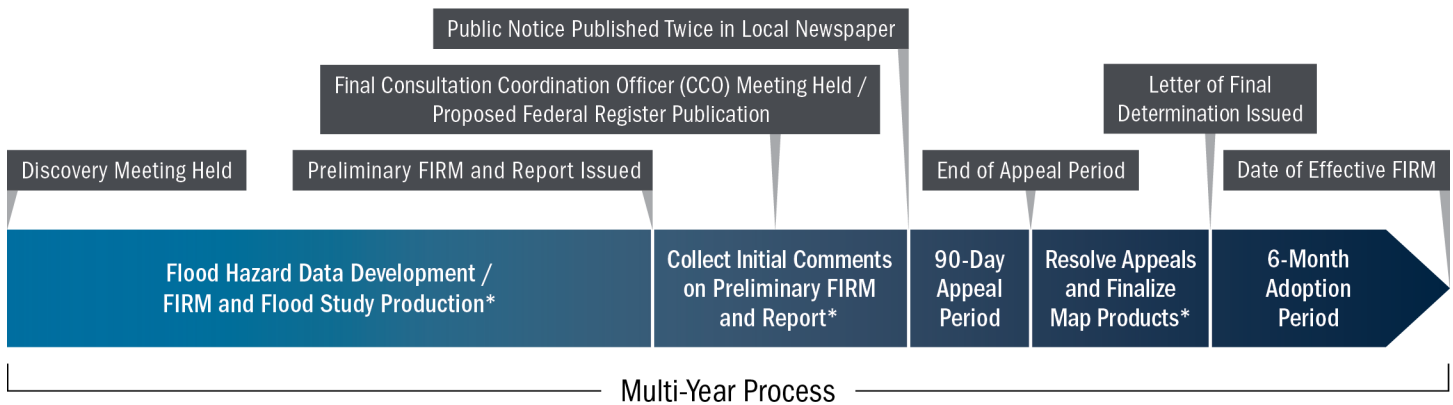
During the flood study process, FEMA coordinates closely with communities to develop new flood risk data or revise existing data. This coordination may lead to new or updated flood hazard mapping (i.e., FIRM and FIS report), flood risk assessment projects, and/or mitigation planning assistance. In general, the process includes the following activities, listed on the next page:

Floodplain Management Regulations

Floodplain management regulations include zoning ordinances, subdivision regulations, building codes, health regulations, and special purpose ordinances (such as a floodplain ordinance, grading ordinance or erosion control ordinance). The term describes any combination of these State or local regulations that provides standards for preventing and reducing flood damage.



Flood Study and Adoption Timeline



*The timeframe for completing these activities may vary.

- Under FEMA’s Risk Mapping, Assessment, and Planning (Risk MAP) program, FEMA with communities and other local stakeholders engages in a Discovery process to obtain a comprehensive picture of the community’s flooding issues, flood risk, and potential for flood mitigation activities, including the adoption of more restrictive floodplain management criteria. Stakeholders vary, but they typically include local officials, Tribal Nations, citizen associations, and representatives of levee boards, conservation districts, and economic development organizations. Information obtained during the Discovery meeting helps determine whether the community needs a flood risk assessment project, including new or updated flood hazard data and a corresponding FIRM and FIS report.
- If new or revised flood hazard data is needed, including an update to the FIRM and FIS report, FEMA works with the communities and other Discovery stakeholders to determine the parameters of the project, including which flooding sources and their extent (how much of the stream or coastline) to be studied.
- A detailed flood study typically includes determining the Base Flood Elevations (BFEs) and floodways for the project area. In addition, the mapping process includes activities such as obtaining the digital base map, developing the FIRM’s flood hazard database and, when appropriate, incorporating or revalidating previously issued Letters of Map Change, or LOMCs. LOMCs include Letters of Map Revision (LOMRs), Letters of Map Revision Based on Fill, and Letters of Map Amendment, which are used to amend or revise the effective FIRM and FIS report without physically revising and republishing these materials.
- When the study is complete, FEMA provides copies of a preliminary FIRM and FIS report for review and holds a Consultation Coordination Officer (CCO) meeting for officials from the communities involved in the study. FEMA may also hold public meetings—often referred to as Open Houses—to introduce and discuss the preliminary FIRM and FIS report with community members.
- After the CCO meeting, FEMA initiates a 90-day period for communities to submit appeals about the new or modified flood hazard information shown on the FIRM. This can include new or modified BFEs, base flood depths, Special Flood Hazard Area (SFHA) boundaries or zone designations or regulatory floodways, SFHAs, which include all flood zones starting with the letters A or V, are the areas subject to inundation by the base (1-percent-annual-chance). FEMA will also accept comments from communities regarding the study. Comments are objections to a base map feature modification/addition,



One of the many homes that was flooded in Denham Springs, LA after prolonged rainfall devastated the community. August 2016



Aerial view of the flooding from Hurricane Florence—Bladen County, NC, September 18, 2018

update to the Flood Insurance Study (FIS) report materials or any other non-appealable change. Comments usually involve changes to items such as road locations and road names, corporate limits updates, or other base map features.

- Before the appeal period is initiated, FEMA will publish a notice of proposed flood hazard determinations in the Federal Register and notify the community's Chief Executive Officer. FEMA will then publish information about the flood hazard determinations at least twice in a local newspaper. The appeal period provides community officials and people who own or lease property in the community an opportunity to submit scientific or technical information if they believe the flood hazard determinations are scientifically or technically incorrect.
- Following the 90-day appeal period, FEMA resolves all appeals and finalizes the changes to the FIRM and FIS report.
- FEMA then sends each affected community a Letter of Final Determination (LFD), which establishes the final flood hazard data and the effective date of the new FIRM and FIS report for the community. The LFD also initiates the six-month period during which each community must adopt or amend its floodplain management regulations to reference the date and title of the new FIRM and FIS report.
- The FIRM and FIS report become effective at the end of the six-month period. At that time, flood insurance rates will be based on the new flood data, and the community will apply any floodplain management ordinances related to the new mapping. Federally insured or regulated lenders will also use the newly

effective FIRM to determine if flood insurance is required as a condition of a loan.

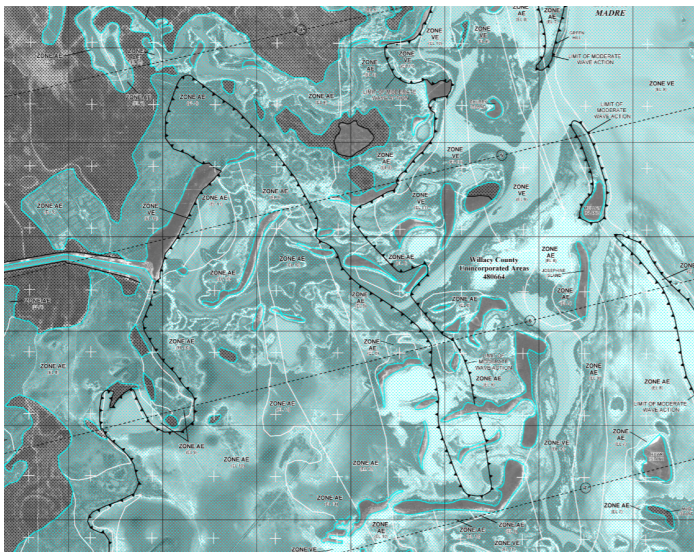
- Almost 300 communities, States, and regional agencies have entered into agreements with FEMA to be active partners in flood hazard mapping under the Cooperating Technical Partners (CTP) program. These agencies participate by developing and updating FIRMs and performing related activities. (See the box on the inside of the back cover page for a brief description of the CTP program.)

What must an NFIP-participating community do when FEMA provides new or revised flood hazard data?

Each time FEMA provides your community with new or revised flood hazard data, you must either adopt new floodplain management regulations to incorporate the data into your ordinance or amend the existing ones to reference the new FIRM and FIS report. Community floodplain management regulations must continue to meet any additional State requirements, and should adopt them through a process that complies with their State's requirements.

The following bullets will help you determine what type of changes your community will need to make to its floodplain management regulations when a new or revised FIRM and FIS report are provided:

- If your community's floodplain management regulations comply with the NFIP requirements when the LFD is issued, you will only need to amend the map reference section of your floodplain management regulations to identify the new FIRM and FIS report.



FIRM

- If your community has a legally valid automatic adoption clause established in the map reference section of the regulations, and the community's regulations are otherwise compliant with the NFIP requirements, you do not need to amend the floodplain management regulations. Automatic adoption clauses adopt all future revisions to the FIRM without further action by the community, but they are not permitted in many States.
- If a new type of flood hazard data is added to your FIRM, your ordinance may need to meet additional requirements. This could apply when FEMA upgrades a flood zone without BFEs (such as Zone A) to a flood zone with BFEs (such as Zone AE) or adds a regulatory floodway or a Zone VE coastal high hazard designation.
- The LFD indicates the sections of the NFIP floodplain management requirements at 44 CFR Section 60.3 that your community must adopt, based on the type of flood hazard data that has been provided.

You can contact the FEMA Regional Office or your State NFIP Coordinating Agency for assistance on the specific requirements your community will need to adopt. (See the back cover page for contact information.)

If your community has adopted standards higher than the minimum requirements of the NFIP and participates in the Community Rating System (CRS), its residents may qualify for a reduction to their flood insurance premiums. (See page 7 for a description of the CRS.)

When must a community adopt the new or revised flood hazard data?

Your community must amend its existing floodplain management regulations or adopt new regulations before the effective date of the FIRM and FIS report, which is identified in the LFD. The LFD initiates the six-month adoption period.

Communities are encouraged to adopt the appropriate floodplain management regulations as soon as possible after the LFD is issued. The adopted regulations must be submitted to FEMA and the State and be approved by FEMA before the effective date of the FIRM and FIS report.

Did You Know?

A community may request that their *proposed* regulations be reviewed by the FEMA Regional Office at any time. In return, the Regional Office may request a copy of the *adopted* regulations from the community and may require an amendment or revision if it is determined that the community's regulations are non-compliant.

FEMA will send two letters notifying your community that it must have approved floodplain management regulations in place before the effective date of the FIRM. The first is sent 90 days before the FIRM's effective date, and the second is sent 30 days before. The second letter notifies the community that it will be suspended from the NFIP if it does not adopt the FIRM in time. Notice of the potential suspension is also published in the Federal Register.

If your community adopts or amends its floodplain management regulations in time (before the effective date of the FIRM and FIS report), and the FEMA Regional Office approves your regulations, the suspension will not go into effect, and the community will remain eligible to participate in the NFIP.

What happens if a community does not adopt the appropriate floodplain management regulations during the six-month adoption period?

If a community does not adopt new floodplain management regulations or amend its existing regulations and submit the adopted regulations to FEMA before the effective date of the FIRM and FIS report, the community will be suspended from the NFIP. The following sanctions apply if a community is suspended from the NFIP:

- Property owners will not be able to purchase NFIP flood insurance policies, and existing policies will not be renewed.



One way to apply floodplain management requirements is to elevate structures in certain flood zones. The two images above show an elevated home on pile foundation in a coastal community (left) and an elevated home on crawl space foundation in an inland community (right).

- Federal grants or loans for development will not be available in identified flood hazard areas. This applies to funds from programs administered by Federal agencies such as the Department of Housing and Urban Development, the Environmental Protection Agency, and the Small Business Administration.
- Federal disaster assistance will not be provided to permanently repair insurable buildings in identified flood hazard areas for damage caused by a flood.
- Federal mortgage insurance or loan guarantees, such as those written by the Federal Housing Administration and the Department of Veteran Affairs, will not be provided in identified flood hazard areas.
- Federally insured or regulated lending institutions, such as banks and credit unions, are allowed to make

conventional loans for insurable buildings in flood hazard areas of non-participating communities. However, the lender must notify applicants that the property is in a flood hazard area and that the property is not eligible for Federal disaster assistance. Some lenders may voluntarily choose not to make these loans.

If your community is suspended from participation in the NFIP, it may regain its eligibility by enacting the floodplain management measures established in the NFIP regulations (44 CFR 60.3). If development takes place in your community during the period of suspension that does not meet the minimum NFIP requirements, your community will be asked to take actions to reduce the increased flood hazard prior to its reinstatement.

Digital Flood Hazard Information Resources

In accordance with the Flood Insurance Reform Act of 2004, all of FEMA's flood mapping products are now prepared digitally. Users have several different digital options for viewing the flood hazard information shown on their community's FIRM. All the digital flood hazard resources referenced below can be accessed through FEMA's Map Service Center (MSC) at <http://msc.fema.gov>.

- Once the FIRM is effective, FEMA will provide your community digital copies of the FIRM panels. These will also be available through the MSC. Letters of Map Change are also available through the MSC (in .pdf format).
- FIRMettes show a section of a FIRM panel specified by a user, plus the map scale, and other legend information from the FIRM. FIRMettes can be created online through the MSC and printed or saved in .pdf format at no cost.
- The FIRM database is designed for use with Geographic Information System (GIS) software. GIS users can integrate their own local datasets with FEMA's flood hazard data in the FIRM database to assist with floodplain management or

mitigation planning. The FIRM database is provided to your community once the FIRM becomes effective and can also be downloaded through the MSC.

- The National Flood Hazard Layer (NFHL) contains all effective digital flood hazard information from FIRM databases and LOMRs produced by FEMA, in one integrated nationwide dataset. It also contains the point locations of Letters of Map Revision Based on Fill and Letters of Map Amendment. The NFHL is available for viewing through FEMA's online map viewer. It can also be viewed as a layer in Google Earth or accessed via Web Map Service (WMS), a web-based method of viewing map information using commercial GIS software. Additional information on these services is available through the MSC.

Note for communities that do not yet have digitally produced FIRMs: scanned digital versions of the paper FIRM panels are available through the MSC. However, since the FIRMs were not produced digitally, there is no FIRM database, and that flood hazard information is not included in the NFHL.

Becoming a Cooperating Technical Partner



FEMA established the Cooperating Technical Partner program to increase local involvement in, and ownership of, the flood study process and the flood hazard data developed as part of that process. This program enables communities—as well

as regional and State agencies—that have the interest, capabilities, and resources, to be active partners in FEMA's flood hazard mapping program.

One of the major objectives of the CTP program is to recognize the States, regional agencies, and communities with proactive floodplain management programs that include identifying flood risk and getting the information incorporated into official FEMA flood hazard data. The CTP program maintains national standards consistent with the NFIP.

Some of the benefits of being a CTP include:

- CTPs can develop more detailed maps by making local geospatial data a part of the FIRM.
- CTPs receive support, such as access to existing data, access to custom-made FEMA tools, technical assistance, and national recognition.
- CTPs receive mentoring support, online examples of “best practices,” and free training.
- Communities that participate in the Community Rating System and also become CTPs (or those in an area covered by a regional or State CTP) may be eligible to receive CRS credit for CTP activities.

Another major objective and benefit of the CTP program is to share and leverage available funding and local data, to make the most of limited resources. Communities, States, and regional agencies can take advantage of these benefits by entering into an agreement with FEMA that formalizes the types of mapping activities and support the CTP will provide. Almost 300 communities, States, and regional agencies participate in the CTP program.

To learn more about becoming a CTP, visit <https://www.fema.gov/cooperating-technical-partners-program> or contact your FEMA regional office (see back page for contact information).

Becoming an NFIP Community Rating System Community



The NFIP Community Rating System recognizes community floodplain management practices that exceed the minimum requirements of the NFIP. The CRS recognizes these efforts by reducing the cost of

flood insurance premiums from 5 percent to 45 percent for flood insurance policies in participating communities.

Many communities may already be involved in activities that would earn credit under the CRS and reduce flood insurance premiums for their residents. Here are a few examples:

- Adopting and enforcing more protective building standards that result in safer new construction
- Informing the public about flood hazards and flood insurance and about how to reduce flood damage
- Preserving open space in the floodplain

To receive CRS credit, your community must submit a CRS application that identifies the floodplain management practices you are applying. (FEMA can help with the application.) After FEMA reviews and verifies your application, the flood insurance premium discounts will go into effect. The amount of the discount depends on the number of CRS-credited activities your community performs.

Community participation in the CRS has many benefits:

- Discounts for flood insurance premiums from 5 percent to 45 percent
- Enhanced public safety
- Reduced flood damage
- Increased environmental protection
- Informed community residents supporting improved flood protection measures that will make their neighborhoods safer from flood risks.

To learn more about CRS, visit <https://www.fema.gov/community-rating-system>.

FOR ASSISTANCE

If your community needs assistance to join the NFIP, you can contact the FEMA Regional Office (see below for address and telephone number). You can also contact your State Coordinating Agency for the NFIP. You can go to <https://www.fema.gov/fema-regional-contacts> for a listing of the FEMA Regional Offices or <http://www.floods.org/index.asp?menuID=274&firstlevelmenuID=185&siteID=1> for the NFIP State Coordinating Agencies.

REGION I

CT, ME, MA, NH, RI, VT
99 High Street
Boston, MA 02110
(877) 336-2734

REGION II

NJ, NY, PR, VI
26 Federal Plaza, Suite 1307
New York, NY 10278
(800) 611-6122

REGION III

DE, DC, MD, PA, VA, WV
615 Chestnut Street
One Independence Mall, 6th Floor
Philadelphia, PA 19106
(215) 931-5500

REGION IV

AL, FL, GA, KY, MS, NC, SC, TN
3003 Chamblee Tucker Road
Atlanta, GA 30341
(770) 220-5200

REGION V

IL, IN, MI, MN, OH, WI
536 South Clark Street, 6th Floor
Chicago, IL 60605
(312) 408-5500

REGION VI

AR, LA, NM, OK, TX
FRC 800 North Loop 288
Denton, TX 76209
(940) 898-5399

REGION VII

IA, KS, MO, NE
9221 Ward Parkway
Kansas City, MO 64114
(816) 283-7061

REGION VIII

CO, MT, ND, SD, UT, WY
Denver Federal Center
Building 710, Box 25267
Denver, CO 80225
(303) 235-4800

REGION IX

AZ, CA, HI, NV, American Samoa,
Guam, Marshall Islands,
and Northern Mariana Islands
1111 Broadway, Suite 1200
Oakland, CA 94607
(800) 611-6122

REGION X

AK, ID, OR, WA
Federal Regional Center
130 – 228th Street, Southwest
Bothell, WA 98021
(425) 487-4600



FEMA

March 13, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Teresa Galloway
Mayor, City of Allegan
231 Trowbridge Street
Allegan, Michigan 49010

Dear Mayor Galloway:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the City of Allegan, Michigan, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on June 21, 2023; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations (CFR) Section 60.3 (d).

As noted in FEMA's letter dated December 21, 2022, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Allegan County. Therefore, the City of Allegan should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the City of Allegan will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Michigan Department of Environment, Great Lakes, and Energy. You may contact Matthew Occhipinti, P.E., CFM, the NFIP State Coordinator, by telephone at (616) 204-1708, in writing at 350 Ottawa Avenue Northwest, Unit Ten, Grand Rapids, Michigan 49503-2316, or by electronic mail at occhipintim@michigan.gov.

The FEMA Regional staff in Chicago, Illinois, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant

The Honorable Teresa Galloway
March 13, 2023
Page 2

floodplain management measures will provide protection for the City of Allegan and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (312) 408-5500 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region 5, at 536 South Clark Street, Sixth Floor, Chicago, Illinois 60605.

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until June 21, 2023, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by June 21, 2023. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Additional information on community suspensions as proposed, other notices of current NFIP community status information, and details regarding updated publication requirements of community eligibility status information under the NFIP can be found on the Community Status Book section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book. Notices for scheduled suspension will be available on the National Flood Insurance Community Status and Public Notification section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book/public-notification. Individuals without internet access will be able to

The Honorable Teresa Galloway
March 13, 2023
Page 3

contact their local floodplain management official and/or NFIP State Coordinating Office directly for assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Sears". The signature is fluid and cursive, with a long horizontal stroke at the end.

Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Thomas C. Sivak, Regional Administrator, FEMA Region 5
Matthew Occhipinti, P.E., CFM, NFIP State Coordinator, Michigan
Department of Environment, Great Lakes, and Energy
Doug Kadzban, Public Works Director, City of Allegan



City of Allegan
Finance Department
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Tracy J. Stull, Finance Director/Treasurer
REVIEWED BY: Joel Dye, City Manager
DATE: April 10, 2023

SUBJECT: Approval of Accounts Payable and Payroll

Action Requested:

It is requested that City Council approve accounts payable in the amount of \$620,237.68 and payroll in the amount of \$120,156.62 for a total disbursement of \$740,394.30.

Background:

Attached is the Disbursement Report highlighting the accounts payable by fund as well as listing the individual payments to the vendors paid through April 6, 2023.

Attachment(s):

Disbursement Report

Disbursement Report

April 10, 2023

Accounts Payable by Fund March 23 through April 6, 2023

General Fund	\$	178,248.42
Major Streets	\$	27,954.69
Local Streets	\$	169,824.44
Grants	\$	-
DDA	\$	942.57
PA	\$	17,500.00
Sewer	\$	84,730.32
Water	\$	125,801.48
Motor Vehicle Pool	\$	15,235.76
Trust & Agency	\$	-
Total A/P by Fund	\$	620,237.68
Regular Check Run	\$	312,311.74
ACH/EFT/Wires	\$	240,376.58
Off-Cycle Check Runs	\$	67,549.36
Total Checks	\$	620,237.68
Payroll Check Remittances	\$	1,231.96
Payroll EFT Remittances	\$	49,603.75
Total Remittances	\$	50,835.71
Payroll - March 29th (for WE 03/26/2023)	\$	69,320.91
Total Payroll	\$	120,156.62
Total Disbursements	\$	740,394.30

4/10/2023

Off Cycle Check Runs

Ck#	Vendor	Description	Amount	Date
5760	Marty Strickfaden		\$ 500.00	03/27/23
5761	Walt Disney	Film Rental	\$ 297.36	03/27/23
5762	Consumers Energy	Removal of Street Lights	\$ 66,752.00	04/04/23
Total Manual Checks			\$ 67,549.36	

Payroll Remittance Checks Report

Ck#	Vendor	Description	Amount	Date
5756	CZFC INC	Wage Garnishments	\$ 93.50	03/28/23
5757	MISDU	Child Support	\$ 860.96	03/28/23
5758	SEIU LOCAL 517M	Union Dues	\$ 265.00	03/28/23
5759	Allegan Co Court	Wage Garnishments	\$ 12.50	03/28/23
Total Payroll Checks			**Included in Payroll Total \$ 1,231.96	

EFT Payroll Payment Report

EFT#	Vendor	Description	Amount	Date
EFT995	JOHN HANCOCK	Retirement - 457/Loan	\$ 3,672.12	03/28/23
EFT996	AFLAC	Insurance	\$ 349.04	03/28/23
EFT997	FEDERAL TAX DEPOSIT	Federal Taxes	\$ 22,287.40	03/28/23
EFT998	MERS DB	Retirement	\$ 3,095.53	03/28/23
EFT999	MERS DC	Retirement	\$ 450.72	03/28/23
EFT1000	JOHN HANCOCK	Retirement - MPP	\$ 8,136.02	03/28/23
EFT1001	MI DEPT OF TREASURY	State Taxes	\$ 11,612.92	03/28/23
Total Payroll EFT Payments			\$ 49,603.75	
Total Manual Checks			\$ 118,385.07	

Check Register - EFT

3/27/2023

Check				
Date	Ck#	Vendor Name	Description	Total Amount
03/27/23	2973	CONSUMERS ENERGY	MARCH 2023 - 1000 6396 9610 - 740 GRAND ST	\$ 247.87
03/27/23	2974	CONSUMERS ENERGY	MARCH 2023 - 1000 3173 3817 - 810 GRAND ST	\$ 84.13
03/27/23	2975	CONSUMERS ENERGY	MARCH 2023 - 1000 3182 8468 - 1000 MARSHALL ST	\$ 56.75
03/27/23	2976	CONSUMERS ENERGY	MARCH 2023 - 1000 6706 5001 - 700 RIVER ST	\$ 35.68
03/27/23	2977	CONSUMERS ENERGY	MARCH 2023 - 1000 0603 0009 - 139 1/2 BRADY	\$ 28.81
03/27/23	2978	CONSUMERS ENERGY	MARCH 2023 - 1000 0603 0173 - 125 BRADY ST	\$ 213.47
03/27/23	2979	CONSUMERS ENERGY	MARCH 2023 - 1000 0603 0363 - 115 BRADY ST	\$ 29.08
03/27/23	2980	CONSUMERS ENERGY	MARCH 2023 - 1000 0551 6768 - 540 CUTLER	\$ 42.70
03/27/23	2981	CONSUMERS ENERGY	MARCH 2023 - 1000 0563 7010 - 605 DELANO ST	\$ 50.84
03/27/23	2982	CONSUMERS ENERGY	MARCH 2023 - 1000 0618 2263 - 111 HUBBARD	\$ 47.93
03/27/23	2983	CONSUMERS ENERGY	MARCH 2023 - 1000 0623 3199 - 401 HUBBARD ST	\$ 28.81
03/27/23	2984	CONSUMERS ENERGY	MARCH 2023 - 1000 0623 3769 - 401 HUBBARD ST	\$ 348.07
03/27/23	2985	CONSUMERS ENERGY	MARCH 2023 - 1000 0623 4007 - 335 HUBBARD ST	\$ 346.96
03/27/23	2986	CONSUMERS ENERGY	MARCH 2023 - 1000 0623 7927 - 150 KENT ST	\$ 50.84
03/27/23	2987	CONSUMERS ENERGY	MARCH 2023 - 1000 0631 3116 - 6 MILL DISTRICT	\$ 72.84
03/27/23	2988	CONSUMERS ENERGY	MARCH 2023 - 1000 0631 3876	\$ 43.67
03/27/23	2989	CONSUMERS ENERGY	MARCH 2023 - 1000 0631 4627 - 224 MONROE	\$ 91.54
03/27/23	2990	CONSUMERS ENERGY	MARCH 2023 - 1000 0631 4734 - 170 MONROE ST	\$ 559.43
03/27/23	2991	CONSUMERS ENERGY	MARCH 2023 - 1000 0402 5795 - 613 1/2 GRAND ST	\$ 61.84
03/27/23	2992	CONSUMERS ENERGY	MARCH 2023 - 1000 0402 5852 - 740 GRAND ST	\$ 147.29
03/27/23	2993	CONSUMERS ENERGY	MARCH 2023 - 1000 6091 3314 - 435 N EASTERN	\$ 1,081.71
03/27/23	2994	CONSUMERS ENERGY	MARCH 2023 - 1000 5942 6575 - 1201 113TH AVE	\$ 39.83
03/27/23	2995	CONSUMERS ENERGY	MARCH 2023 - 1000 5942 6641 - 1251 29TH ST	\$ 28.81
03/27/23	2996	CONSUMERS ENERGY	MARCH 2023 - 1030 1208 2691 - 740 GRAND ST 22	\$ 220.36
03/27/23	2997	CONSUMERS ENERGY	MARCH 2023 - 1000 7457 3799 - 1 RIVERFRONT PLAZA	\$ 44.22
03/27/23	2998	CONSUMERS ENERGY	MARCH 2023 - 1000 0663 0527 - 111 2ND ST	\$ 144.39
03/27/23	2999	CONSUMERS ENERGY	MARCH 2023 - 1000 0663 2192 - 691 AIRWAY DR	\$ 648.47
03/27/23	3000	CONSUMERS ENERGY	MARCH 2023 - 1000 0662 6392 - 101 MARSHALL ST	\$ 39.83
03/27/23	3001	CONSUMERS ENERGY	MARCH 2023 - 1000 0662 6558 - 301 MARSHALL ST	\$ 35.97
03/27/23	3002	CONSUMERS ENERGY	MARCH 2023 - 1000 0672 3660 - 355 THOMAS ST	\$ 50.84
03/27/23	3003	CONSUMERS ENERGY	MARCH 2023 - 1000 0672 3850 - 177 THOMAS ST	\$ 61.84
03/27/23	3004	CONSUMERS ENERGY	MARCH 2023 - 1000 3274 0803 - 634 HOOKER RD	\$ 502.17
03/27/23	3005	CONSUMERS ENERGY	MARCH 2023 - 1000 3274 0928 - 636 HOOKER RD	\$ 30.73
03/27/23	3006	CONSUMERS ENERGY	MARCH 2023 - 1000 3274 3922 - 1050 LINCOLN RD	\$ 43.12
03/27/23	3007	CONSUMERS ENERGY	MARCH 2023 - 1000 0539 8548 - 621 VERNON ST	\$ 223.39
03/27/23	3008	CONSUMERS ENERGY	MARCH 2023 - 1000 0545 2022 - 311 WESTERN AVE	\$ 30.59
03/27/23	3009	CONSUMERS ENERGY	MARCH 2023 - 1000 0545 2790 - 477 WESTERN AVE	\$ 33.84
03/27/23	3010	CONSUMERS ENERGY	MARCH 2023 - 1000 0649 5442 - 211 TROWBRIDGE ST	\$ 1,129.75
03/27/23	3011	CONSUMERS ENERGY	MARCH 2023 - 1000 0649 5699 - 211 1/2 TROWBRIDGE	\$ 46.14
03/27/23	3012	CONSUMERS ENERGY	MARCH 2023 - 1000 0658 5804 - 130 WATER ST	\$ 116.88
03/27/23	3013	CONSUMERS ENERGY	MARCH 2023 - 1000 0657 3479 - 225 LANE ST	\$ 61.84
03/27/23	3014	CONSUMERS ENERGY	MARCH 2023 - 1000 3821 7046 - 740 GRAND AIRPORT LTS	\$ 182.94
03/27/23	3015	MICHIGAN GAS UTILITIES	MARCH 2023 - 0505770651-00001 - 740 GRAND	\$ 1,054.84
03/27/23	3015	MICHIGAN GAS UTILITIES	MARCH 2023 - 0502395219-00001 - 691 AIRWAY DR	\$ 1,257.02
03/27/23	3015	MICHIGAN GAS UTILITIES	MARCH 2023 - 0507845294-00001 - 100 PARK AVE	\$ 725.73
03/27/23	3015	MICHIGAN GAS UTILITIES	MARCH 2023 - 0504049022-00001 - 211 TROWBRIDGE	\$ 1,024.33
03/27/23	3015	MICHIGAN GAS UTILITIES	MARCH 2023 - 0504694273-00001 - 170 MONROE	\$ 516.31
03/27/23	3015	MICHIGAN GAS UTILITIES	MARCH 2023 - 0505770651-00002 - 740 GRAND ST	\$ 186.47
03/27/23	3015	MICHIGAN GAS UTILITIES	MARCH 2023 - 0507889939-00001 - 621 VERNON	\$ 44.03
03/27/23	3015	MICHIGAN GAS UTILITIES	MARCH 2023 - 0502395219-00002 - 435 EASTERN AVE	\$ 86.64
03/27/23	3015	MICHIGAN GAS UTILITIES	MARCH 2023 - 0502783913-00001 - 350 NORTH ST	\$ 1,472.31

Check Register - EFT

3/27/2023

Check Date	Ck#	Vendor Name	Description	Total Amount
03/27/23	3015	MICHIGAN GAS UTILITIES		\$ 4,727.01
03/29/23	3016	CONSUMERS ENERGY	FEBRUARY 2023 - 1000 0036 3117 - STREET LIGHTS	\$ 1,968.55
03/29/23	3017	CONSUMERS ENERGY	FEBRUARY 2023 - 1030 2197 8350 - 49010 LED LIGHT ROAD	\$ 368.42
03/29/23	3018	CONSUMERS ENERGY	MARCH 2023 - 1000 3284 5511 - 1451 29TH ST	\$ 118.36
03/29/23	3019	CONSUMERS ENERGY	FEBRUARY 2023 - 1000 0036 3208 - STREET LIGHTS	\$ 61.15
03/29/23	3020	CONSUMERS ENERGY	FEBRUARY 20023 - 1000 0036 3356 - TRAFFIC LIGHTS	\$ 34.51
03/29/23	3021	CONSUMERS ENERGY	FEBRUARY 2023 - 1000 4998 3370 - 321 WATER ST	\$ 34.16
03/29/23	3022	CONSUMERS ENERGY	MARCH 2023 - 1000 3118 3674 - 1451 29TH ST	\$ 19.39
03/29/23	3023	CONSUMERS ENERGY	FEBRUARY 2023 - 1000 0013 4732 - 1451 29TH ST	\$ 6.50
03/29/23	3024	CONSUMERS ENERGY	FEBRUARY 2023 - 1000 3648 0836 - 49010 SIREN RD	\$ 411.04
03/29/23	3025	HUNTINGTON BANK	FEBRUARY 2023 ACCOUT FEE	\$ 234.35
03/29/23	3026	INVOICE CLOUD	FEBRUARY 1-28, 2023 ACCOUNT FEES	\$ 904.62
03/29/23	3027	MICHIGAN GAS UTILITIES	MARCH 2023 - 0502395219-00005 - 223 HUBBARD	\$ 68.42
03/29/23	3027	MICHIGAN GAS UTILITIES	MARCH 2023 - 0503420042-00002 - 231 TROWBRIDGE ST	\$ 569.03
03/29/23	3027	MICHIGAN GAS UTILITIES	MARCH 2023 - 0502395219-00004 - 223 RIVERFRONT PLZ	\$ 267.17
03/29/23	3028	OPTUM BANK	JANUARY 2023 MONTHLY MAINTENANCE FEES	\$ 63.25
03/29/23	3029	PITNEY BOWES INC	SUPPLIES	\$ 268.02
03/29/23	3030	PURCHASE POWER	POSTAGE	\$ 2,500.00
03/29/23	3031	WEX BANK	FEBRUARY 2023 EFM	\$ 2,634.26
03/29/23	3032	WEX BANK	FEBRUARY 2023 EFM	\$ 1,614.38
03/29/23	3032	WEX BANK	FEBRUARY 2023 SPEEDWAY	\$ 251.62
03/30/23	3033	CONSUMERS ENERGY	MARCH 2023 - 1030 3714 2579 - 223 HUBBARD ST UNIT 3	\$ 70.73
04/03/23	3034	CONSUMERS ENERGY	MARCH & APRIL 2023 - 1000 0013 5978 - 100 PARK AVE	\$ 24,535.72
04/03/23	3035	CONSUMERS ENERGY	MARCH & APRIL 2023 - 1000 0013 5978 - 346 NORTH ST	\$ 41,371.12
04/06/23	3036	CONSUMERS ENERGY	MARCH 2023 - 1000 4998 3370 - 321 WATER ST	\$ 33.89
04/06/23	3037	CONSUMERS ENERGY	MARCH 2023 - 1000 0013 4732 - 1451 29TH ST	\$ 18.29
04/06/23	3038	CONSUMERS ENERGY	MARCH 2023 - 1000 3648 0836 - 49010 SIRENE RD	\$ 5.86
04/06/23	3039	CONSUMERS ENERGY	MARCH 2023 - 1000 0036 3208 - STREET LIGHTS	\$ 98.62
04/06/23	3040	CONSUMERS ENERGY	MARCH 2023 - 1000 0036 3356 - TRAFFIC LIGHTS	\$ 52.76
04/03/23	3041	HEARTLAND	CREDIT CARD FEES	\$ 386.46
03/31/23	3042	HUNTINGTON BANK	COA MI TRANSPORTATION FUND BONDS 2019	\$ 82,403.75
03/30/23	3043	MICHIGAN GAS UTILITIES	MARCH 2023 - 0503949974-00001 - 401 HUBBARD	\$ 2,013.80
04/03/23	3044	PRIORITY HEALTH	APRIL 2023 HEALTH INSURANCE	\$ 58,507.48
				<u>\$ 240,376.58</u>

Check Register

4/10/2023

Check Date	Check #	Vendor Name	Description	Total Amount	# Invoices
4/6/2023	5763	ABONMARCHE	Engeneering Services	\$ 6,843.85	3
4/6/2023	5764	ALLEGAN FIRE DISTRICT	SECOND QUARTER PAYMENT	\$ 57,820.00	1
4/6/2023	5765	ALLEGAN TRUE VALUE HARDWARE	ACCT # 5511 - MARCH 2023 STATMENT	\$ 1,012.72	1
4/6/2023	5766	ANDY'S ACE HARDWARE	ACCT # 101371 MARCH 2023 STATEMENT	\$ 627.42	1
4/6/2023	5767	ATECH COMPLETE COMPUTER SOLUTIONS	CLOUD STORAGE	\$ 83.00	1
4/6/2023	5768	AUTO-WARES GROUP	SUPPLIES	\$ 847.27	11
4/6/2023	5769	BATTERIES PLUS BULBS	BATTERIES	\$ 525.30	1
4/6/2023	5770	BEHRENS LIMITED	BOLLARD POST COVERS	\$ 939.50	1
4/6/2023	5771	BLUESTONE PSYCH	EVALUATION - PATROL OFFICER PRE HIRE	\$ 465.00	1
4/6/2023	5772	CFP HOLDING COMPANY LLC	FIRE EXTINGUISHER INSPECTION	\$ 253.43	1
4/6/2023	5773	DELUXE ECHOSTAR LLC	ANT-MAN AND THE WASP: QUANTUMANIA	\$ 40.00	1
4/6/2023	5774	EJ USA,INC./EAST JORDAN IRON WORKS	Supplies	\$ 2,609.20	2
4/6/2023	5775	ESPER ELECTRIC LTD	POWER TO ALLEGAN CITY FAM	\$ 4,300.00	1
4/6/2023	5776	ETNA SUPPLY COMPANY	12 GAUGE CLUE COPPER	\$ 700.00	1
4/6/2023	5777	FRONTIER COMMUNICATIONS OF MICHIGAN	03/25 - 4/24/2023 - 269-673-7323-111595-5	\$ 97.84	1
4/6/2023	5778	GALLAGHER INDUSTRIAL LAUNDRY INC	UNIFORMS	\$ 1,132.30	4
4/6/2023	5779	GRAINGER	SUPPLIES	\$ 159.92	2
4/6/2023	5780	GRAND RAPIDS POPCORN, LLC	CONCESSION SUPPLIES	\$ 275.95	1
4/6/2023	5781	HAVILAND PRODUCTS COMPANY	CHEMICALS	\$ 1,914.05	4
4/6/2023	5782	HYDROCORP	CROSS CONNECTION INSPECTION ADMIN	\$ 1,812.00	2
4/6/2023	5783	JAMIE VAN SLYKE	CLEANING SERVICES - RIVERFRONT RESTROOM	\$ 285.00	1
4/6/2023	5784	KALAMAZOO LANDSCAPE SUPPLIES	LAWN SOIL	\$ 551.25	1
4/6/2023	5785	LEGG LUMBER - ALLEGAN	SUPPLIES	\$ 73.68	3
4/6/2023	5786	MATT LUYK	EMPLOYEE REIMBURSEMENT - WORK BOOTS	\$ 137.25	1
4/6/2023	5787	MCMMASTER-CARR COMPANY	EQUIPMENT MAINTENANCE	\$ 1,423.41	3
4/6/2023	5788	MILBOCKER & SONS INC	2023 Downtown Streetscape Project	\$ 139,674.82	1
4/6/2023	5789	NALCO WATER PRETREATMENT SOLUTIONS	SUPPLIES	\$ 388.26	3
4/6/2023	5790	NORTHWEST KENT MECHANICAL CO	WTP raw water pipe replacement	\$ 52,670.00	1
4/6/2023	5791	PJ PRINTING LLC	NAME PLATES	\$ 115.50	1
4/6/2023	5792	PLUMBER'S PORTABLE TOILETS	PORTABLE TOILET RENTAL - SPORTS COMPLEX	\$ 125.00	1
4/6/2023	5793	PLUMMER'S ENVIRONMENTAL SERVICES	PLACE SPOT REPAIR & CONFINED SPACE ENTRY S	\$ 3,795.00	1
4/6/2023	5794	SHORELINE TECHNOLOGY SOLUTIONS	LICENSING - APRIL 2023	\$ 624.00	1
4/6/2023	5795	SITEONE LANSCAPING SUPPLY	SUPPLIES	\$ 79.45	3
4/6/2023	5796	STATE OF MICHIGAN	SOR - TAPIA EDWARD JONATHAN	\$ 30.00	1
4/6/2023	5797	STATE OF MICHIGAN	DANIELLE BIRD NOTARY	\$ 10.00	1
4/6/2023	5798	SUMNER PLUMBING	THOMAS ST WATER HOOKUP	\$ 2,450.00	5
4/6/2023	5799	SUPERIOR ASPHALT INC	ASPHALT	\$ 2,092.50	4
4/6/2023	5800	SUPERIOR GROUNDCOVER, INC	WOOD FIBER CHIPS & INSTALLATION	\$ 3,410.00	2
4/6/2023	5801	TRACE ANALYTICAL LABORATORIES INC	OUTSIDE LAB WORK	\$ 2,732.50	3
4/6/2023	5802	TRI-STATE THEATRE SERVICE, INC	4 WEEKS BOOKING 3/31-4/27/2023	\$ 140.00	1
4/6/2023	5803	UNIVERSAL FILM EXCHANGES LLC	COCAINE BEAR	\$ 200.00	1
4/6/2023	5804	USABBLUEBOOK	OPERATING SUPPLIES	\$ 191.52	2
4/6/2023	5805	WAANDERS CONCRETE CO.	CRUSHED CONCRETE	\$ 1,466.36	3
4/6/2023	5806	WADE TRIM, INC	Engeneering Services	\$ 6,424.55	2
4/6/2023	5807	Wolf Kubota	HYD BREAKER FOR MINI EXCAVATOR	\$ 10,762.94	1
Total Checks: 45				\$ 312,311.74	88



City of Allegan
Department of Public Works
691 Airway Drive, Allegan, MI 49010
Phone: 269.686.1115

MEMORANDUM

TO: City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: April 10, 2023

SUBJECT: Resolution 23.10

Action Requested:

That the City Council adopt Resolution 23.10 authorizing the Mayor to sign the contract and three certifications for restriping and crack seal at Padgham Field.

Background:

MDOT-AERO has received bids for statewide work at airports. For Padgham Field, the work entails crack sealing and pavement markings on the areas of the airport that were not addressed in the 2021 contract. As part of the process, MDOT-AERO asks that the City appoint an authorized person to digitally complete and sign the contract and three certifications included in the contract. The associated costs for the contracted work at Padgham field is broken down as follows:

<i>Description</i>	<i>Federal Amount (90%)</i>	<i>State Amount (5%)</i>	<i>City Amount (5%)</i>	<i>Total</i>
Paint Markings	\$ 5,324.00	\$ 296.00	\$ 296.00	\$ 5,916.00
Crack Seal	\$ 7,276.00	\$ 404.00	\$ 405.00	\$ 8,085.00
TOTAL	\$12,600.00	\$ 700.00	\$ 701.00	\$14,001.00

City staff recommends adopting this resolution authorizing Mayor Galloway to complete the documents. Work is scheduled for 2023.

Attachments: Resolution
Sponsor Certifications (3)
Contract



**CITY OF ALLEGAN
RESOLUTION 23.10**

**A RESOLUTION AUTHORIZE A CONTRACT WITH MDOT FOR STRIPING AND
CRACK SEALING AT PADGHAM FIELD AIRPORT**

WHEREAS, Padgham Field Airport currently has areas where crack sealing and pavement markings were not addressed in City of Allegan's 2021 contact with the Michigan Department of Transportation; and

WHEREAS, MDOT-AERO requested that the City of Allegan appoint an authorized person to digitally complete and sign the contract and three certifications; and

NOW, THEREFORE, BE IT RESOLVED, that City Council authorizes the striping and crack sealing contract with MDOT and authorizes Mayor Galloway to sign the contract and three certifications.

DATED: April 10, 2023

AYES:

NAYS:

ABSTAIN:

ABSENT:

RESOLUTION DECLARED: ADOPTED

Michaela Kleehammer, City Clerk

CERTIFICATE

I, Michaela Kleehammer, duly appointed City Clerk of the City of Allegan, does hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council of the City of Allegan, Michigan, on this 10th day of April 2023.

Michaela Kleehammer, City Clerk



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:

Airport:

Project Number:

Description of Work:

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:

Airport:

Project Number:

Description of Work:

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:

Airport:

Project Number:

Description of Work:

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.

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF ALLEGAN
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 Allegan (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Padgham Field, whose associated city is Allegan, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated March 29, 2023, attached hereto and made a part hereof.

PROJECT DESCRIPTION: SEAL RWY PAVEMENT SURFACE/JOINTS - CRACK SEALING; REHAB TAXIWAY - PAINT MARKING – CONSTRUCTION

Recitals:

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

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

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

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

The parties agree that:

1. The term “PROJECT COST,” as used herein, is defined in Attachment(s) 1 and 12, 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	\$12,600
Maximum MDOT Share	\$700
SPONSOR Share	<u>\$701</u>
<i>Estimated</i> PROJECT COST	\$14,001

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 ALLEGAN

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 silhouette 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

PADGHAM FIELD
ALLEGAN, MICHIGAN

Project No. B-26-0002-3119
Job No. 217221CON and 217222CON

March 29, 2023

	Federal	State	Local	Total
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$12,600	\$700	\$701	\$14,001
Seal Rwy Pavement Surface/Joints -				
Crack Sealing	\$7,276	\$404	\$405	\$8,085 Job 217221
Rehab Taxiway - Paint Marking	\$5,324	\$296	\$296	\$5,916 Job 217222
TOTAL PROJECT BUDGET	\$12,600	\$700	\$701	\$14,001
	90.00%	5.00%	5.00%	

Federal Billing Breakdown:

Bill #1 \$12,600 SBGP 10719 Grant Award Date: 9/24/19

Bid Date & Type: 03/03/23 MDOT

Period of Performance End Date: 09/23/23 **(FY 19 NPEs expiration date)**

MAC Approval: 03/22/23

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 ALLEGAN
3. Recipient's DUNS Number: DUNS 05-182-4944 / UEI JPX6E8E5HAV6
4. Amount of Federal funds: \$12,600
5. Federal Grant Number(s): SBGP 10719
6. Grant Award Date(s): 9/24/19
7. MDOT Project Number: B-26-0002-3119
8. Project Description: See Project Description on page one (1) of this contract.
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
11. Federal Award Date: 9/24/19
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 09/23/23
14. Amount of Federal Funds obligated by this action: \$12,600
15. Total amount of Federal Funds obligated: \$12,600
16. Total amount of the Federal award: \$12,600
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 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 1

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS THE CONTRACTS

1. The “PROJECT COST” is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant’s qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The DEPARTMENT is authorized by the SPONSOR pursuant to this Contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:
 - a. Prequalification of bidders will be determined by the DEPARTMENT in accordance with the “Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work.”
 - b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
 - c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances that affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if applicable, will reject the bids.
 - d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT will be deemed to be PROJECT COSTS.

- e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports." The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA, if applicable, and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then to the SPONSOR for execution.
 - f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports," and upon receipt of a request from the SPONSOR, the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.
 - h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - i. The SPONSOR, upon presentation of the contract documents by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraphs b and c above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.
- 4. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts between the prime contractor and the subcontractor on behalf of the SPONSOR. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
 - 5. Should termination of a construction contract pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT will be given immediate written notice by the SPONSOR.

6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT's "Project Engineer's Manual" for airport construction. Any contract modification determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

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

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated costs thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes,

provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

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

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

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

11. 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.
12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

ATTACHMENT 12

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING CRACK SEALING AND PAVEMENT MARKING FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS CONTRACTS

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the item(s) identified in the body of this Contract as the PROJECT.
2. The DEPARTMENT is authorized to solicit bids and award the contract for the PROJECT in accordance with the DEPARTMENT's "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work."
3. The SPONSOR will be billed by the DEPARTMENT following award of this Contract. The amount of the billing will be shown as the local share on the attached Exhibit 1.

The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved by the DEPARTMENT and the SPONSOR at the time of award of an amendment to this Contract. The SPONSOR will make payment to the DEPARTMENT within thirty (30) days of the billing date.

4. The DEPARTMENT is authorized by the SPONSOR and is responsible for coordinating with the contractor to perform the PROJECT work. The DEPARTMENT or the contractor will contact the SPONSOR a minimum of 48 hours in advance of performing PROJECT work. The DEPARTMENT and its contractor will be authorized to enter upon the airport premises to conduct the PROJECT work. The SPONSOR will issue a NOTAM (Notice to Airman) regarding the PROJECT activity at the airport. Payment of all PROJECT COSTS will be made by the DEPARTMENT.
5. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.
6. Upon completion of the PROJECT and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
7. 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.

8. In addition to the requirements of Section 7 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 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.

9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, 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.
10. 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.
11. 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.

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 of 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.

APPENDIX F

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.

APPENDIX F

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

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

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

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

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.

APPENDIX F

- 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 Inspector 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."

APPENDIX F

Special Conditions

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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Special Conditions

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

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

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)	<p><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:</p> <p>Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures.</p> <p>The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.</p>
Airport	EMAS	<p><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.</p> <p>The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.</p>
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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Special Conditions

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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Special Conditions

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.

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<p><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</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

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Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		<ul style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>
Airport	Pavement Exceeding \$500,000	<p><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u></p> <p>The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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.

APPENDIX F

Special Conditions

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: <ol style="list-style-type: none"> 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.

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		<p>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</p> <p>7) Other information as required by the FAA.</p>
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	<p>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:</p> <p>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;</p> <p>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;</p> <p>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.</p>
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.

APPENDIX F

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	<p><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:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		<p>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.</p> <p>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.</p>
All Sponsor Types	Non AIP work in project	<p><u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that:</p> <p>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;</p> <p>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;</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>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.</p>
All Sponsor Types	Planning Scope of Work	<p><u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the</p>

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? <input type="checkbox"/> YES <input type="checkbox"/> NO			IS THIS THE FINAL INVOICE? <input type="checkbox"/> YES <input type="checkbox"/> 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.



City Manager's Office
231 Trowbridge Street
Allegan, MI 49010
269.673.5511

MEMORANDUM

TO: Allegan City Council

FROM: Parker Johnson,
Downtown Manager & Assistant to the City Manager

REVIEWED BY: Joel Dye,
City Manager

DATE: April 10, 2023

SUBJECT: 211 ½ Trowbridge Street Lease Agreement

Action Requested:

It is requested that City Council review and approve the one-year lease agreement for the space located at 211 ½ Trowbridge Street.

Background:

Hoard of the Dragon Hobbies and Games elected not to renew their lease agreement for the City-owned rental space located behind the Regent Theatre. Their lease ended effective March 31, 2023.

A new business would like to enter into an agreement with the City of Allegan under the same terms of a one-year lease at \$500/month (utilities included). They intend to start their lease as soon as a contract is approved by the City Council.

This is rental income for the Regent Theatre.

Attachment(s):

211 ½ Trowbridge Street Lease Agreement

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made as of _____, 2023, between the City of Allegan, a Michigan municipal corporation, whose principal business address is 231 Trowbridge Street, Allegan, MI 49010 (the "City"), and _____ (the "Tenant").

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Lease, the parties agree as follows:

1. Leased Premises. The City leases to the Tenant, and the Tenant leases from the City, the approximately 500 square feet of space commonly known as 211 1/2 of The Regent Theatre at 211 Trowbridge Street (the "Premises").
2. Term. This Lease shall commence on April 11, 2023 and expire on March 31, 2024 (the "Lease Term").
3. Rent. The Tenant shall pay to the City, as rent for the Premises, in accordance with the following:

Start Date: April 11, 2023 – April 30, 2023 = \$333.00

May 1, 2023 – March 31, 2024 = \$500.00 per month

Rent shall be due on the first day of each month, payable at the front desk at City Hall or by other means as the parties mutually agree in writing. Rent not paid by the due date shall be subject to a late fee of \$50.00. Returned checks shall be subject to a \$35.00 fee, in addition to any late fee. If Tenant shall remain in possession of the Premises or any part thereof after the term of this Lease, such holding over by Tenant shall constitute a tenancy from month to month upon the same conditions, except as to Term, as shall have been in effect at the time of the expiration of such term, or any extension thereof, except that the rental shall be at 125% of the base rental for the then expiring Term.

4. Deposit. Tenant shall, upon signing this Lease, deposit with the City the amount of \$500.00 as security for Tenant's faithful performance of all terms, covenants, and conditions of this Lease. If Tenant fails to keep and perform any of its covenants of this Lease, then the City, at its option, may appropriate and apply the entire deposit, or as much as may be necessary, to compensate the City for losses or damages it sustains due to Tenant's breach. If the entire deposit, or any portion, is appropriated and applied by the City to pay overdue rent or other sums due and payable to the City by Tenant under this Lease, then Tenant shall, upon the City's written demand, immediately remit to the City a sufficient amount in cash to restore the security deposit to the original sum deposited. Tenant's failure to do so within five (5) days after receipt of the demand shall constitute a breach of this Lease.

5. Condition of Premises. Tenant accepts the Premises and any improvements thereto in their existing condition, on an "AS IS" basis.

6. Use. Tenant shall use the Premises as a retail space, and for no other purposes without the City's prior written consent. Tenant is responsible for obtaining any needed zoning or building permit approvals for its intended use.

7. Alterations and Improvements. Tenant shall not, without the prior written consent of the City Manager, make any alterations, improvements, additions, or physical changes to the Premises. In the event such alterations are approved, the Tenant will not permit any lien against the Premises resulting from work on or services performed to the Premises or resulting from materials furnished to the Tenant or any work or service provider. The Tenant shall at its sole expense remove all improvements and restore all alterations prior to the end of the Lease Term unless such requirement is waived by the City. Any improvements not removed by the end of the Lease term shall be the property of the City.

8. Tenant's Obligations. Tenant shall:

- a. Comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part or use of the Premises.
- b. Maintain the Premises in a clean and sanitary condition, including daily upkeep and housekeeping of the Premises. Tenant shall surrender the Premises at the termination of this Lease in as good a condition as when received, ordinary wear and tear expected.
- c. Be responsible for all repairs or replacements to the building occasioned by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees.
- d. Ensure that the Premises is a smoke-free environment.
- e. Provide all furnishings needed for its intended use.
- f. Not create or permit to be created any lien, encumbrance or charge upon the Premises or any part of the Premises.
- g. Not permit anything to be done on the premises tending to create a nuisance or disturb the movie theater-going audience.
- h. Notify the City of any building repairs needed to building components within the Premises, including but not limited to repairs involving gas leaks, electrical problems, water damage, broken appliances, plumbing or fixtures, or structural damage.

9. City's Maintenance Obligations. The City shall be responsible for the exterior of the building in which the Premises are situated, including walls, roof, subsurface walls, and floor and including painting, structural maintenance, repair, and replacement, and for the replacement of the furnace and hot water heater. The City shall further be obligated to repair and maintain the windows, electrical fixtures, plumbing fixtures, and other building systems or equipment within the Premises, except as provided in subsection (8)(c) above.

10. Utilities. The City shall supply and furnish the following utilities at no additional cost to Tenant: trash service, internet service, natural gas, electric & water. Tenant shall separately contract for and obtain all other necessary utilities required for its operation. The City shall not be liable for any failure or interruption of utilities which service the Premises due to any cause beyond its reasonable control. In the event of any such failure or interruption, however, the City will make all reasonable efforts to have such condition remedied as expeditiously as possible.

11. Parking. Parking shall be provided to the Tenant in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Tenant.

12. Insurance. Tenant shall obtain and maintain in full force general liability insurance, naming the City as additional insured on the policy, covering any and all claims for injuries to persons occurring in, on, or about the Premises in an amount not less than \$1,000,000 for general liability and \$100,000 for fire legal liability. The insurance shall also contain a waiver of subrogation clause exempting the City from any liability for any insured loss. Tenant shall deliver to the City customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease.

13. Taxes and Assessments. During the term of this Lease, Tenant will pay any and all taxes or assessments (real, personal, special, or otherwise) against the Premises that are assessed for any period during which Tenant possesses the Premises under this Lease. Tenant will pay any and all of such taxes or assessments when they become due.

14. Indemnity. The Tenant agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, against and from any liability or claim (including, but not limited to, actual attorney fees and costs) whether for injury to persons, including death, or damage to property: (i) occurring on or arising

out of the use of the Premises during the term of this Lease; (ii) arising out of any default by the Tenant under this Lease; (iii) arising out of any act or omission to act by the Tenant, its agents, employees, licensees, invitees, contractors or subcontractors at any time; and (iv) arising in connection with the operation of the Tenant's business conducted from the Premises.

15. City Right of Entry. The City and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition and whether the Tenant is complying with its obligations under this Lease;
- b. To serve, post, or keep posted any notice required or allowed under the provisions of this Lease.

The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry on the Premises. The City shall use reasonable efforts to conduct its activities on the Premises in a manner that will cause the least possible inconvenience, annoyance, or disturbance to the Tenant. If the Tenant is not present to open and permit an entry into the Premises, the City and the City's agents may enter the same whenever such entry may be reasonably necessary or permissible by master key (or in emergencies, forcibly).

16. Default and City's Remedies. It shall be a default of this Lease if: (i) the Tenant defaults in the payment of rent to the City when due; (ii) the Tenant defaults in its performance of any of its obligations under this Lease and does not cure such default within 10 days after written notice from the City specifying the default; or (iii) the Tenant abandons or vacates the Premises prior to the expiration or termination of this Lease. In the event of a Default, the City may terminate this Lease, enter the Premises, seek specific performance of the Tenant's obligations, and seek damages.

17. Assignment and Subletting. The Tenant shall not assign this Lease, in whole or in part, or sublet all or any part of the Premises without the City's prior written consent, which consent the City may withhold or condition in the City's sole discretion.

18. Quiet Possession. Upon payment by the Tenant of the rent, and upon the performance of its obligations under this Lease, the Tenant shall peacefully and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by the City or by any other person claiming through the City.

19. Signage. The Tenant shall not place on any exterior door, wall or window of the premises any sign or advertising matter without City Manager's prior written consent and without any necessary zoning approval. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by the City in good condition and repair. Furthermore, the Tenant shall conform to any uniform reasonable sign plan or policy that the City may introduce with respect to the building. Upon vacating the premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

20. Early Termination by Tenant. The Tenant may terminate this Lease prior to the expiration date if: (i) the City defaults in its performance of any of its obligations under this Lease and does not cure such default within 10 days after written notice from the Tenant specifying the default; or (ii) the Tenant provides 6 months' prior notice to the City.

21. Surrender of Premises. Upon expiration or termination of this Lease, the Tenant will yield and deliver up the Premises and the alterations, fixtures and equipment belonging to the City therein contained, peaceably to the City in as good repair as when taken, except for reasonable and normal wear and tear. All areas shall be broom clean and free of all rubbish, debris, and Tenant's Personal Property. The Tenant shall at its sole expense remove any Improvements constructed or installed by the Tenant and restore all alterations prior to the end of the Lease Term, unless such requirement is waived by the City. Any improvements not removed by the end of the Lease Term shall be the property of the City.

22. Fire and Other Casualty. The City shall have no duty to repair or restore the Premises if any of the following occur: (a) more than 50% of the building is damaged or destroyed; (b) the damage or destruction

is not covered by insurance maintained by the City or for the City's benefit; (c) the mortgagee of the building elects not to permit the insurance proceeds payable upon damage or destruction of the building to be used for repair or restoration; or (d) the damage or destruction occurs within the last two months of the term of the Lease or any renewal term, as the case may be. If said building cannot be repaired or rebuilt within one hundred eighty (180) days after the destruction, either the City or the Tenant may terminate this Lease upon written notice to the other party, which notice shall be given within ten (10) days following receipt of notice that the damage will require more than one hundred eighty (180) days to correct.

23. Miscellaneous.

a. Remedies Cumulative. All rights and remedies of the City under this Lease shall be cumulative. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of such covenant or condition or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed. One or more waivers of any covenant, term, or condition of this Lease by the City shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval of the City shall not be deemed to waive the need for consent or approval of any subsequent similar act.

b. Interpretation. This is the entire agreement between the parties as to its subject matter. This Lease may not be modified except in writing signed by the parties (in the case of the City, such modification shall require City Council approval). Its interpretation shall not be affected by any course of dealing. The captions are for convenience and form no part of this Lease, but the recitals are an integral part of this Lease. This Lease shall be construed as if it were mutually drafted.

c. Governing Law. To the extent permitted by law, jurisdiction and venue pertaining to any action arising from or pursuant to this Lease shall be with the state courts in Allegan County, Michigan.

d. Notice. Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have signed this Lease as of the date first above written.

CITY OF ALLEGAN

By: _____
Teresa Galloway, Mayor

By: _____

By: _____
Michaela Kleehammer, Clerk

By: _____