



REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

Municipal Building, 241 S. Front Street, Dowagiac, Michigan

Monday, September 25, 2023 7:00 p.m.

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

-Mayor Donald D. Lyons
-Mayor Pro-Tem Randy Gross
-Councilmember Patrick Bakeman
-Councilmember James Dodd
-Councilmember James Kurdelmeyer
-Councilmember Danielle Lucas
-Councilmember Bob Schuur

APPROVAL OF MINUTES OF PREVIOUS MEETING – Regular Meeting – September 11, 2023

QUESTIONS FROM CITY COUNCIL

COMMENTS FROM THE AUDIENCE (NON-AGENDA)

COMMENTS FROM THE AUDIENCE (AGENDA)

SPECIAL EVENTS –

RESOLUTIONS

2023-110 Resolution to approve a sponsor agreement with MDOT for funding to replace the runway lights at the Dowagiac Municipal Airport.

2023-111 Resolution to approve a contract with Mead & White to replace the runway lights at the Dowagiac Municipal Airport.

2023-112 Resolution to renew a contract with Northrup Assessing Inc for Assessor Services.

2023-113 Resolution to authorize the FY 2023-24 Class & Compensation Schedule.

- 2023-114 Resolution to authorize signers of DART documents.
- 2023-115 Resolution to authorize the purchase of a replacement vehicle for the police department.
- 2023-116 Resolution to approve budget amendments for the Fiscal Year ending September 30, 2023.
- 2023-117 Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll call)

PAYROLL	BILLS	TOTAL
\$118,963.32	\$1,216,381.11	\$1,335,344.43

COMMENTS FROM CITY OFFICIALS-

- 2023-118 Resolution to go into closed session for the purpose of real estate transactions.

ADJOURNMENT –

Kevin Anderson, City Manager

CITY COUNCIL MEETING MINUTES

Monday September 11, 2023

A regular meeting of the Dowagiac City Council was called to order by Mayor Lyons at 7:00 p.m.

PRESENT: Councilmembers Lucas, Dodd, Schuur, Bakeman and Mayor Pro-Tem Randy Gross

ABSENT: Councilmember Kurdelmeyer

CITY OFFICIALS: Mayor Don Lyons, City Manager Kevin Anderson, Amanda Sleigh, Assistant City Manager and Patty Patano, City Clerk.

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING – August 28, 2023

Councilmember Jim Dodd offered and moved approval of the minutes; seconded by Councilmember Bob Schuur

QUESTIONS FROM CITY COUNCIL—

None

COMMENTS FROM THE AUDIENCE (NON-AGENDA) –

None

RESOLUTIONS –

2023-102

Councilmember James Dodd offered and moved the adoption of the following resolution; seconded by Mayor Pro-Tem Randy Gross

WHEREAS, the City's professional staff who carry on the business of planning and providing for the present and future needs of the citizens of the City of Dowagiac; and

WHEREAS, PrideCare broke their agreement to provide ambulance services to communities in the territory of the Cass Van Buren Emergency Services Authority (CVBESA), and;

WHEREAS, the City has received a recommendation for interim ambulance services from the CVBESA that includes the following terms

Contract with Southwestern Michigan Community Ambulance Services for one ALS ambulance in the amount of \$24,000 per month;

Share the cost based on Taxable Values with 8 Townships and the City;

Pokagan Township will serve as fiscal agent for the CVBESA during this interim period; and

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby accept the recommendations of the CVBESA and authorizes the City Manager to execute all documents necessary for the continuation of ambulance services; and

BE IT FURTHER RESOLVED that City Council does authorize immediate payment of \$5,451.52 for its share of the cost of interim ambulance services.

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk
2023-103

Date

A RESOLUTION APPROVING PROPOSALS FROM PRECISION CONCRETE CUTTING FOR THE FY2023 AND FY2024 SIDEWALK TRIP HAZARD REMOVAL PROGRAMS

Councilmember Danielle Lucas offered and moved the adoption of the following resolution; seconded by Mayor Pro-Tem Randy Gross

WHEREAS, the City's professional staff carry on the business of planning and providing for the present and future needs of the citizens of the City of Dowagiac; and

WHEREAS, the City wishes to continue the process of repairing and replacing sidewalks within the community; and

WHEREAS, the City has received two proposal from Precision Concrete Cutting for the FY2023 & FY2024 Sidewalk Trip Hazard Removal programs,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the proposals from Precision Concrete Cutting, and authorizes the Assistant City Manager and/or City Manager to execute all documents necessary for the contract.

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk
2023-104

Date

Councilmember Patrick Bakeman offered and moved the adoption of the following resolution; seconded by Councilmember Bob Schuur.

WHEREAS, City Council has identified S. Front Street as an area for redevelopment that includes housing and improved public access to waterfront; and

WHEREAS, the City's efforts to redevelop the S. Front Street area requires the relocation of some portions of the City's Public Services facilities; and

WHEREAS, after reviewing multiple options is to relocate public services operations to the current fire department facilities on Wolf Street and move the fire department to new facilities on Jessup Drive, and;

WHEREAS, final design is completed for the Fire Station,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the plans for a new fire station to be built on Jessup Drive and authorizes the Building Authority, pursuant to lease agreement, take the steps necessary to bid and construct said facility.

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk
2023-105

Date

Councilmember James Dodd offered and moved the adoption of the following resolution; seconded by Councilmember Bob Schuur.

WHEREAS, traditionally the City Council has designated a specific day and time in which Halloween Trick or Treat activities will be conducted in the City of Dowagiac, and;

WHEREAS, Halloween falls on Tuesday, October 31, 2023, and;

WHEREAS, the Dowagiac City Administration and Police Department have recommended that the Trick or Treat hours for 2023 be established as 6:00 p.m. to 7:00 p.m. on Tuesday, October 31; and

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize and designate that Trick or Treat activities be conducted in the City of Dowagiac for 2023 on Tuesday, October 31, between the hours of 6:00 p.m. to 7:00 p.m.

BE IT FURTHER RESOLVED that those that go participate in Trick or Treat activities limit their solicitations to homes with porch lights on.

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk
2023-106

Date

CITY OF DOWAGIAC RESOLUTION AUTHORIZING AN APPLICATION FOR A 2023 MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY NEIGHBORHOOD ENHANCEMENT PROGRAM GRANT-ROUND 9

Mayor Pro-Tem Randy Gross offered and moved the adoption of the following resolution; seconded by Councilmember Patrick Bakeman.

WHEREAS, the City of Dowagiac desires to stabilize and enhance neighborhoods and the overall quality of lives of its residents, and;

WHEREAS, the City of Dowagiac is committed to enhancing housing as reflected by the annual Housing Improvement Program, and;

WHEREAS, competitive grant funding of up to \$75,000 is available through Round 9 of the 2024 Michigan State Housing Development Authority Neighborhood Enhancement Program (MSHDA/NEP) for owner-occupied homes, and;

WHEREAS, The City of Dowagiac has determined that the MSHDA NEP grant would further the goal of improved housing and neighborhoods.

NOW, THEREFORE, BE IT RESOLVED; that the City of Dowagiac, by the affirmative vote of its City Council, does hereby designate Kevin P. Anderson, City Manager, or Assistant City Manager, Amanda Sleigh, to make a grant application on behalf of the City of Dowagiac to the 2024 Michigan State housing Development Authority NEP Round 9 for a grant of \$75,000 to be administered to owner-occupied residential homes within the city limits.

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

City Clerk, Dowagiac, MI
2023-107

Date

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FISHBECK FOR THE DEVELOPMENT OF A BROWNFIELD PLAN & ACT 381 WORK PLAN FOR THE SOUTH FRONT STREET REDEVELOPMENT AREA

Councilmember James Dodd offered and moved the adoption of the following resolution; seconded by Mayor Pro-Tem Randy Gross.

WHEREAS, the City's professional staff carry on the business of planning and providing for the present and future needs of the citizens of the City of Dowagiac; and

WHEREAS, the Dowagiac City Council has identified the South Front Street Redevelopment Area as its highest priority for redevelopment, and;

WHEREAS, a vital part of the redevelopment process will include the creation of a Brownfield Plan and Act 381 Work Plan for the site.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby accept the Proposal for Professional Services for the creation of a Brownfield Plan and Act 381 Work Plan from Fishbeck in the amount of \$16,000 and authorizes the City Manager and/or Assistant City Manager sign the contract.

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk
2023-108

Date

Councilmember Bob Schuur and moved the adoption of the following resolution;
seconded by James Dodd.

WHEREAS, the following information has been reviewed by the City Manager and City
Treasurer and is being presented to City Council with a recommendation to approve
the following invoices and payroll.

Bill Sheet:	<u>09/07/23</u>
ACH	\$52,671.77
Checks	\$1,055,626.23
EFT	\$132,422.59
Total	<u>\$1,240,720.59</u>
	<u>09/03/23</u>
Payroll	<u>\$ 103,354.34</u>
Total	<u>\$1,344,074.93</u>

BE IT RESOLVED that the City Manager and City Treasurer are hereby authorized and directed
to pay the following bills and payroll due:

<u>PAYROLL</u>	<u>BILLS</u>	<u>TOTAL</u>
\$103,354.34	\$1,240,720.59	\$1,344,074.93

ADOPT on a roll call vote.

Ayes: 5
Nays: 0
Absent: 1
Abstain: 0

Patricia Patano, City Clerk
Certified to be a true and correct copy

2023-109

A RESOLUTION TO GO INTO CLOSED SESSION TO DISCUSS
POTENTIAL REAL ESTATE TRANSATIONS

Mayor Pro-Tem Randy Gross offered and moved the adoption of the following resolution;
seconded by Councilmember Danielle Lucas.

WHEREAS, the Michigan Open Meetings Law, Public Act 267 of the Public Acts of 1976 as amended, provides that public bodies may meet in closed session for the purpose of discussing real estate transactions and labor negotiations; and

WHEREAS, the Mayor and City Council desire to meet with the City Manager to discuss potential real estate transactions and labor negotiations,

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council will hereby adjourn to closed session to discuss potential real estate transactions.

Patricia Patano, City Clerk
Certified to be a true and correct copy

City Clerk, Dowagiac, MI

Date

2023-110

Councilmember Bob Schuur offered and moved the adoption of the following resolution;
seconded by Councilmember Danielle Lucas.

WHEREAS, downtown brick crosswalks need some repairs; and

WHEREAS, during construction dates, there will need to be some adjustments to overnight parking; and

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, there will be no overnight-parking, downtown, during construction dates; and

BE IT FURTHER RESOLVED that City Council does authorize there no overnight-parking, downtown, during construction dates

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk

Date

COMMENTS FROM CITY OFFICIALS –

Jim Dodd: At Wood Fire the other night a woman had a medical issue. Six to 8 firemen and a police officer arrived to assist until an ambulance arrived.

ADJOURN FROM CLOSED SESSION –

Councilmember James Dodd offered and moved adjournment from closed session; seconded by Councilmember Patrick Bakeman.

ADJOURNMENT – 7:40 pm

Councilmember James Dodd offered and moved adjournment of the meeting; seconded by Councilmember Bob Schuur.

Don Lyons, Mayor

Date

Patty Patano, City Clerk

Date

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 21, 2023

SUBJECT: MDOT Agreement - Airport Runway Lighting Rehabilitation

The Michigan Department of Transportation has approved an agreement and cost sharing for the replacement of runway lighting at the airport which is slightly different than usual. Unlike most projects at the airport, this project is funded by two grants and there will be two separate sponsor contracts from MDOT.

The first sponsor agreement, which was approved by Council in July 2023, uses the traditional AIP funding is for a total of \$362,922 with a \$12,168 local share (3.36%).

The second sponsor agreement, which is also on the agenda, uses the Bipartisan Infrastructure Law funds and will be for \$186,204.00 with a 5% local share of \$9,310.20.

Combined, the total cost to the city for this project will be \$21,478.20.

RECOMMENDATION

Authorize the resolution that approves the second contract with MDOT for funding of the airport runway lighting project.

Support Documents:
Cover Memo-City Mgr.
Resolution
Contract

A RESOLUTION APPROVE A CONTRACT FOR RUNWAY LIGHTING AT THE
DOWAGIAC MUNICIPAL AIRPORT

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, the City of Dowagiac owns, maintains, and operates an airport, the Dowagiac
Municipal Airport; and

WHEREAS, federal and state funds are available to the City of Dowagiac for the purpose of
reconstructing the runway lighting at the airport, as further defined in the attached
contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of
its City Council, hereby approves Contract No. 2023-0736, Federal Project No. B-
26-0156-2023 with the Michigan Department of Transportation related to the
reconstruction of the airport runway lighting at the Dowagiac Municipal Airport;
and

BE IT FURTHER RESOLVED, that the City Council directs the City Manager to be
authorized as the signatory for execution all contracts and documents necessary to
fulfill the terms of said agreement.

ADOPTED

Patty Patano, City Clerk
Certified to be a true and correct copy

Patty Patano, City Clerk

Date

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF DOWAGIAC
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 the City of Dowagiac (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Dowagiac Municipal Airport, whose associated city is Dowagiac, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated June 26, 2023, attached hereto and made a part hereof.

PROJECT DESCRIPTION: CONSTRUCT/INSTALL/EXPAND ARPT LIGHTING VAULT – NEW VAULT.

Recitals:

This Contract is entered into in anticipation of the SPONSOR receiving a grant from the United States Department of Transportation, Federal Aviation Administration (FAA), under the federal Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58), referred to as the Bipartisan Infrastructure Law (BIL), for the Airport Improvement Program project described as the PROJECT; and

The Federal Aviation Administration (FAA) has entered into a State Block Grant Program (SBGP) Memorandum of Agreement with the State of Michigan for the administration of Airport Improvement Program grant funds for airport planning, development, and noise program implementation projects conforming to Public Law 117-58, as permitted under 49 USC Section 47128 at non-primary airports in Michigan (covered airports); and

The State of Michigan, as an approved SBGP participant, has the administrative responsibility to administer Airport Improvement Program funds for Sponsors of covered airports; and

The State of Michigan has submitted to the FAA a Block Grant Project Application for a grant of federal funds associated with Michigan SBGP Airports, for a covered airport in Michigan that is included as part of this State Block Grant Agreement; and

The FAA has made a Grant Offer, and the State of Michigan has accepted the terms of the FAA's Grant Offer; and

The FAA has approved the SBGP application to provide Airport Improvement Program grant funds for eligible and justified projects, including the PROJECT; 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 Attachments 6 and 9, 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	\$167,583.00
Maximum MDOT Share	\$ 9,310.00
SPONSOR Share	<u>\$ 9,311.00</u>
<i>Estimated</i> PROJECT COST	\$186,204.00

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 DOWAGIAC

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director
Approved as to Legal Form
9-20-23 J.S.

The logo for the Michigan Department of Transportation (MDOT) is displayed in a light blue and green color scheme. It features a stylized map of Michigan on the left, followed by the letters "MDOT" in a large, bold, serif font. Below "MDOT" is the full name "Michigan Department of Transportation" in a smaller, sans-serif font.

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 DOWAGIAC
3. Recipient's DUNS Number: DUNS 02-206-7561 / UEI RRKICDW2HJB3
4. Amount of Federal funds: \$167,583
5. Federal Grant Number(s): 3-26-0156-2023
6. Grant Award Date(s): 9/11/23
7. MDOT Project Number: 3-26-0156-2023
8. Project Description: Construct/Install/Expand Arpt Lighting Vault-New Vault-N/A
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-0156-2023
11. Federal Award Date: 9/11/23
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 12/01/2024
14. Amount of Federal Funds obligated by this action: \$167,583
15. Total amount of Federal Funds obligated: \$167,583
16. Total amount of the Federal award: \$167,583
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. Wieferrich, 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 6

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 9

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the cost of the consultant hired to do preliminary/design engineering for the PROJECT.
2. 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.
3. In addition to the requirements of paragraph 2 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 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 prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

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.

4. 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.
5. 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, 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.

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.

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

17. Land Acquisition.

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

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

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

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

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Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</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	<p>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.</p>
Airport	Lighting - Operation and Maintenance	<p>LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>
Airport	Temporary NAVAIDS	<p>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.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>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.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>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.</p>

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

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Sponsor Type ¹	Type of Project	Special Conditions
Airport	<p>NAVAIDS - ILS</p> <p>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.</p>	<p><u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will:</p> <p>1) Prior to commissioning, assure the equipment meets the FAA’s standards; and</p> <p>2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.</p>
Airport	<p>Fence - Wildlife</p>	<p><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.</p>
Airport	<p>Land - Revise Exhibit "A" Property Map</p>	<p><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.</p>
Airport	<p>Land acquisition -Future Land</p>	<p><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.</p>
Airport	<p>Master Plan - Coordination</p>	<p><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.</p>

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

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<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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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> 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.

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

Sponsor Type ¹	Type of Project	Special Conditions
		<ul style="list-style-type: none"> <li data-bbox="646 415 1463 659">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. <li data-bbox="646 680 1463 995">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. <li data-bbox="646 1016 1463 1150">d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
Airport	Pavement maintenance	<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>

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Sponsor Type ¹	Type of Project	Special Conditions
Airport	RPZ Acquisition	PROTECTION OF RUNWAY PROTECTION ZONE: 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).	ACQUISITION OF THE RUNWAY PROTECTION ZONE: 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	LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor’s own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	<p><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.</p>
Airport or Noise	Building Allowable Costs (Prorate)	<p><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.</p>
Airport or Noise	Noise Land	<p><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.</p>
Airport or Noise	Noise - Annual Report	<p><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:</p> <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.

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		<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	<p>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.</p>
All Sponsor Types	Plans and Specifications 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	<p>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.</p>
All Sponsor Types	Force account	<p>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.</p>

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Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p><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.</p>
All Sponsor Types	Land acquisition - Relocation	<p><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.</p>
All Sponsor Types	Noise - mitigation	<p><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.</p>
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.

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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>
<p>All Sponsor Types</p>	<p>Non AIP work in project</p>	<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>
<p>All Sponsor Types</p>	<p>Planning Scope of Work</p>	<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.

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 MDOT.

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

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

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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Michigan

Detroit Airport District
Office:
11677 S Wayne Rd, Ste 107
Romulus, MI 48174-1412

September 6, 2023

Mr. Michael G. Trout, Director
Office of Aeronautics
2700 Port Lansing Road
Lansing, MI 48906

Dear Mr. Michael G. Trout:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-26-SBGP-156-2023 for the Michigan State Block Grant Program is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

For all grants, you must submit by December 31st of each year this grant is open:

1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
2. An SF-425 (Federal Financial Report).

For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.

For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

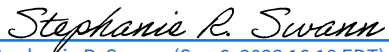
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Marlon Pena, (734) 229-2909, Marlon.Pena@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Stephanie R. Swann (Sep 6, 2023 16:18 EDT)

Stephanie R. Swann

Deputy Manager, Detroit Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

AVIATION STATE BLOCK GRANT PROGRAM

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 6, 2023
Block Grant Number	
Airport Infrastructure Grant Number	3-26-SBGP-156-2023
Unique Entity Identifier	TRR5GXJJ9254

TO: State of Michigan
(herein called the "State")

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

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of Airport Infrastructure Grant (AIG) funds for airport planning, development, and noise program implementation projects conforming to Public Law (117-58), as permitted under 49 U.S.C. § 47128 at non-primary airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer AIG Funds for Sponsors of covered airports;

WHEREAS, the State has submitted to the FAA a Block Grant Project Application dated July 14, 2023, for a Grant of Federal funds at or associated with Michigan State Block Grant Program Airports, which is a covered airport in Michigan and is included as part of this AIG State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer and the State has accepted the terms of FAA's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the State Block Grant Project Application to provide AIG Grant funds (herein called the "Grant") to the State for eligible and justified projects (herein called the "Projects") for the following covered airports:

Non-Primary Development under the State Block Grant Program to Reconstruct or Replace Airport Lighting Vault, at the Dowagiac Municipal Airport, Dowagiac (C91), Michigan

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the State Block Grant Project Application for AIG Funds; and in consideration of:

- (a) the State's acceptance of this Offer;
- (b) the State's participation in the SBGP;
- (c) the Sponsor's adoption and ratification of the Grant Assurance attached hereto; and
- (d) the benefits to accrue to the United States and the public from the accomplishment of the Projects at the covered airports and compliance with the Grant Assurances, terms, and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$ 167,583.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 167,583 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the State formally accepts this Agreement and is the date signed by the last State signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or Budget Periods. (2 Code of Federal Regulations (CFR) § 200.1)
 3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall be subject to the Period of Performance defined in this Agreement.
 - b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall be subject to the Budget Period defined in this Agreement.
- c. Close Out and Termination:
1. Unless the FAA authorizes a written extension, the State or Sponsor, as applicable, must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the State or Sponsor, as applicable, does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Requirements for Subgrants.** The State must incorporate all Federal contract provisions that apply to a Project funded with AIG funds, including but not limited to the following in all subgrants issued to Sponsors under this State Block Grant and require compliance by the Sponsors of the covered airports included in this State Block Grant Agreement:
- a. The terms and conditions attached to this Grant Agreement;
 - b. At least one of the following, as applicable:
 1. Assurances: Airport Sponsors (Bipartisan Infrastructure Law), or
 2. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2022), or
 3. Assurances: Planning Agency (May 2022); and
 - c. All information required by 2 CFR § 200.332.
4. **Airport Infrastructure Grant Funds.** \$167,583.00 of the total maximum obligation identified in Condition No. 1, Maximum Obligation, of this Grant Agreement are apportioned under Public Law 117-58, Division J, Title VIII.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by Public Law 117-58, Division J, Title VIII;

Non-Primary Development under the State Block Grant Program to Reconstruct or Replace Airport Lighting Vault, at the Dowagiac Municipal Airport, Dowagiac (C91), Michigan (Limitation Code BGB2023, \$167,583).

5. **Ineligible or Unallowable Costs.** The State and Sponsor must not include any costs in the projects funded with this Grant that are ineligible or unallowable in accordance with Public Law 117-58, Division J, Title VIII.
6. **Indirect Costs – State and Sponsor.** The State may allow a Sponsor to charge indirect costs under this award by applying the indirect cost rate, as approved by a Federal cognizant agency and as identified in the subgrant, to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the Projects. The State may charge indirect project costs under this Grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
7. **Determining the Final Federal Share of Costs.** The United States’ share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, the Secretary of Transportation’s (“Secretary’s”) policies and procedures and the Act(s) reference above, as may be applicable. 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.
8. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure, and must require the Sponsor to assure, that projects are carried out and completed without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary’s policies and procedures. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report and request prior approval from the State or FAA any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3(b).
9. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
10. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before **September 14, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
11. **Improper Use of Federal Funds.** The State and 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 for any projects 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 State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, 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 State and Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

12. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement or subgrants, including, but not limited to, any action taken by a State and Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
13. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR § 25.110, the State and Sponsor must maintain the currency of its information in 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, and will require the Sponsor review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
14. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
15. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA or the State determines that the maximum grant obligation of the United States exceeds the expected needs of the State or Sponsor, as applicable, by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the State unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of funds, issue a letter to the State increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
16. **Air and Water Quality.** The State and Sponsor are required to comply with all applicable air and water quality standards for all projects in this grant. If the State or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.
17. **Financial Reporting and Payment Requirements.** The State and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

18. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract.
19. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
20. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the State or Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided under the original terms of this Grant for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

21. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

22. **Suspension or Debarment.** The State must:

- a. Immediately disclose to the FAA whenever the State:
 1. Learns a Sponsor has entered into a covered transaction with an ineligible entity; or
 2. Suspends or debar a contractor, person, or entity.
- b. Include a provision in all subgrants that requires Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-Federal entity is eligible to participate in this Federal program by:

- i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the 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 with their contractors and sub-contractors.
- c. The State must also insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Grant.

23. Ban on Texting While 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 State and Sponsors are encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The State must insert this clause on banning texting while driving in all subgrants, contracts, and subcontracts that result from this Grant.

24. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
25. **Exhibit "A" Property Map.** The State and Sponsor will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
26. **Employee Protection from Reprisals.**
- a. Prohibition of Reprisals.
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, 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 employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. 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.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. 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 41 U.S.C. § 4712(c)(2).
- d. The State must insert this clause on employee protection from reprisal in all subgrants that result from this Grant Agreement.

27. Reporting Subgrants and Executive Compensation.

- a. State Reporting Requirements of Subgrants.
 - 1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates, per 2 CFR § 170.220, \$30,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR § 229.402(c)(2)).
 - 2. The State must report each subgrant to <http://www.fsrs.gov>.
 - 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.
 - 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
- b. State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 - i. The total Federal funding authorized to date under this grant is \$30,000 or more;
 - ii. In the preceding fiscal year, the State received:
 - a) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - b) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.
2. The State must report its executive total compensation:
 - i. As part of the State's registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. State Reporting of Subrecipient Executive Total Compensation.
 1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if:
 - i. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - b) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act; and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. The subrecipient must report subrecipient executive total compensation:
 - i. To the State.
 - ii. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
 - d. Exemptions. If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
 1. Subgrants, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
28. **Prohibited Telecommunications.** The State or Sponsor, as applicable, agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

29. **Lighting.** The State and Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
30. **Environmental.** The environmental approval for this project was issued on 05/03/2023.
31. **Buy American Executive Orders.** The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated September 6, 2023

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Stephanie R. Swann
Stephanie R. Swann (Sep 6, 2023 16:18 EDT)

(Signature)

Stephanie R. Swann

(Typed Name)

Deputy Manager, Detroit ADO

(Title of FAA Official)

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

Part II - Acceptance

The State does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the State Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the State Block Grant Application and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this day of September 9, 2023

State of Michigan

(Name of Sponsor)



Bryan Budds (Sep 9, 2023 13:59 EDT)

(Signature of State's Designated Official Representative)

By: Bryan Budds

(Typed Name of State's Designated Official Representative)

Title: Deputy Administrator

(Title of State's Designated Official Representative)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF STATE’S ATTORNEY

I, James Shell, acting as Attorney for the State do hereby certify:

That in my opinion the State is empowered to enter into the foregoing State Block Grant Agreement under the laws of the State of Michigan. Further, I have examined the foregoing State Block Grant Agreement and the actions taken by said State and State’s official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL). In addition, for subgrants awarded under this Grant involving projects to be carried out on property not owned by the State or appropriate Sponsor, there are no legal impediments that will prevent full performance by the State or Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated this day of September 11, 2023

James Shell
By: James Shell (Sep 11, 2023 09:36 EDT)
(Signature of State’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

AVIATION STATE BLOCK GRANT PROGRAM ASSURANCES

General

These assurances are required to be submitted as Part III of the three-part application forms by States applying to participate in the State Block Grant Program under Title 49, United States Code, section 47128, and Title 14, Code of Federal Regulations, Part 156. Participating States shall comply with these assurances in the performance of any grant agreement executed as a result of this application.

1. Incorporated in Grant Agreement.

Upon acceptance by the State of the grant offer, these assurances and all assurances, as well as applicable terms and conditions are incorporated in and become part of the grant agreement.

2. Federal Requirements.

The State agrees to comply with Federal procedural and other standard requirements for administering the block grant.

3. Program Reporting.

The State agrees to provide the FAA with such program or project information as the DOT Secretary may require, as described in the Agreement and in compliance with 49 U.S.C. Chapters 471 and 475.

4. Obligated to Standard Assurances.

- a. For all projects where the State is the owner of the airport(s), the State shall be obligated to comply with the standard AIP Assurances entitled "Assurances – Airport Sponsors" and "Assurances – Non-airport Sponsors Undertaking Noise Compatibility Program Projects," as appropriate to the individual project. These standard assurances are attached to and become part of these Aviation State Block Grant Program Assurances.
- b. For all projects benefiting an airport owner other than the State, the State shall enter into an agreement with the airport owner. The agreement shall obligate the airport owner, or the State, to comply with each of the attached assurances as well as terms and conditions contained in this agreement that would have been applicable to the airport owner had it applied directly to the FAA for a grant to undertake the project. The agreement shall address the transfer and delegation to the airport owner of State obligations to the FAA, if desired. The agreement and changes thereto must be satisfactory to the Administrator of the FAA.

5. Compliance Responsibilities.

The State shall take steps to enforce agreements for subgrants with each airport owner benefiting from the State Block Grant Program if noncompliance with the terms of the agreement is evident or presented to the State. This compliance responsibility shall be assumed by the FAA at the termination of the State Block Grant Program, or as otherwise agreed to by the State and the FAA.

6. Environmental Responsibilities.

A State that is subject to its own environmental requirements comparable to requirements of the National Environmental Policy Act (NEPA) of 1969 ("NEPA-like," as defined in regulations issued by the U.S. Council on Environmental Quality (CEQ)) shall follow its own requirements. If the State has no such requirements, it shall follow applicable CEQ regulations.

7. State Resources.

The State assures that sufficient funds will be available for that portion of project costs that are not paid by the United States, and that sufficient qualified personnel will be available to carry out its responsibilities under this grant in a timely manner satisfactory to the FAA.

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 Public Law 117-58, Division J, Title VIII, 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. Section § 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 (Pub.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 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 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 aviators 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 **(State of Michigan)**, 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, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- 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., or Public Law 117-58, Division J, Title VIII 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 Bipartisan Infrastructure Law 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 BIL projects as of July 14, 2023.

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, 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.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

06/26/2023

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State: 06/01/2023

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Michigan Department of Transportation

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. UEI:

TRR5GXJJ9254

d. Address:

* Street1: 2700 Port Lansing Road

Street2:

* City: Lansing

County/Parish:

* State: MI: Michigan

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 48906-2160

e. Organizational Unit:

Department Name:

MDOT

Division Name:

Office of Aeronautics

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Zachariah

Middle Name:

* Last Name: Bormet

Suffix:

Title: Project Engineer

Organizational Affiliation:

* Telephone Number: 231-262-2163

Fax Number:

* Email: bormetz1@michigan.gov

Application for Federal Assistance SF-424

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

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

N/A

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Non-Primary Development under the State Block Grant Program to Reconstruct or Replace Airport Lighting Vault, at the Dowagiac Municipal Airport, Dowagiac (C91), Michigan

Attach supporting documents as specified in agency instructions.

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="167,583.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value="9,310.00"/>
* d. Local	<input type="text" value="9,311.00"/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="186,204.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

**E-SIGNED by ALISSA VANHOOF
on 2023-07-14 10:08:44 EDT**

* Date Signed:

2023-07-14 10:08:44 UTC

EXHIBIT 1

**DOWAGIAC MUNICIPAL AIRPORT
DOWAGIAC, MICHIGAN**

Project No. **TBD - FED BIL GRANT #**
Job No. 219089

June 26, 2023

	Federal	State	Local	Total
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$5,463	\$304	\$304	\$6,071
Install New Arpt Lighting Vault - PE -90% Fed	\$5,463	\$304	\$304	\$6,071
CONSTRUCTION	\$162,120	\$9,006	\$9,007	\$180,133
Install New Arpt Lighting Vault - CON -90% Fed	\$153,183	\$8,510	\$8,511	\$170,204
Install New Arpt Lighting Vault - CA -90% Fed	\$8,937	\$496	\$496	\$9,929
TOTAL PROJECT BUDGET	\$167,583	\$9,310	\$9,311	\$186,204
	90.00%	5.00%	5.00%	

Federal Billing Breakdown:

Bill #1 \$167,583 BIL AIG Grant Award Date: **TBD**

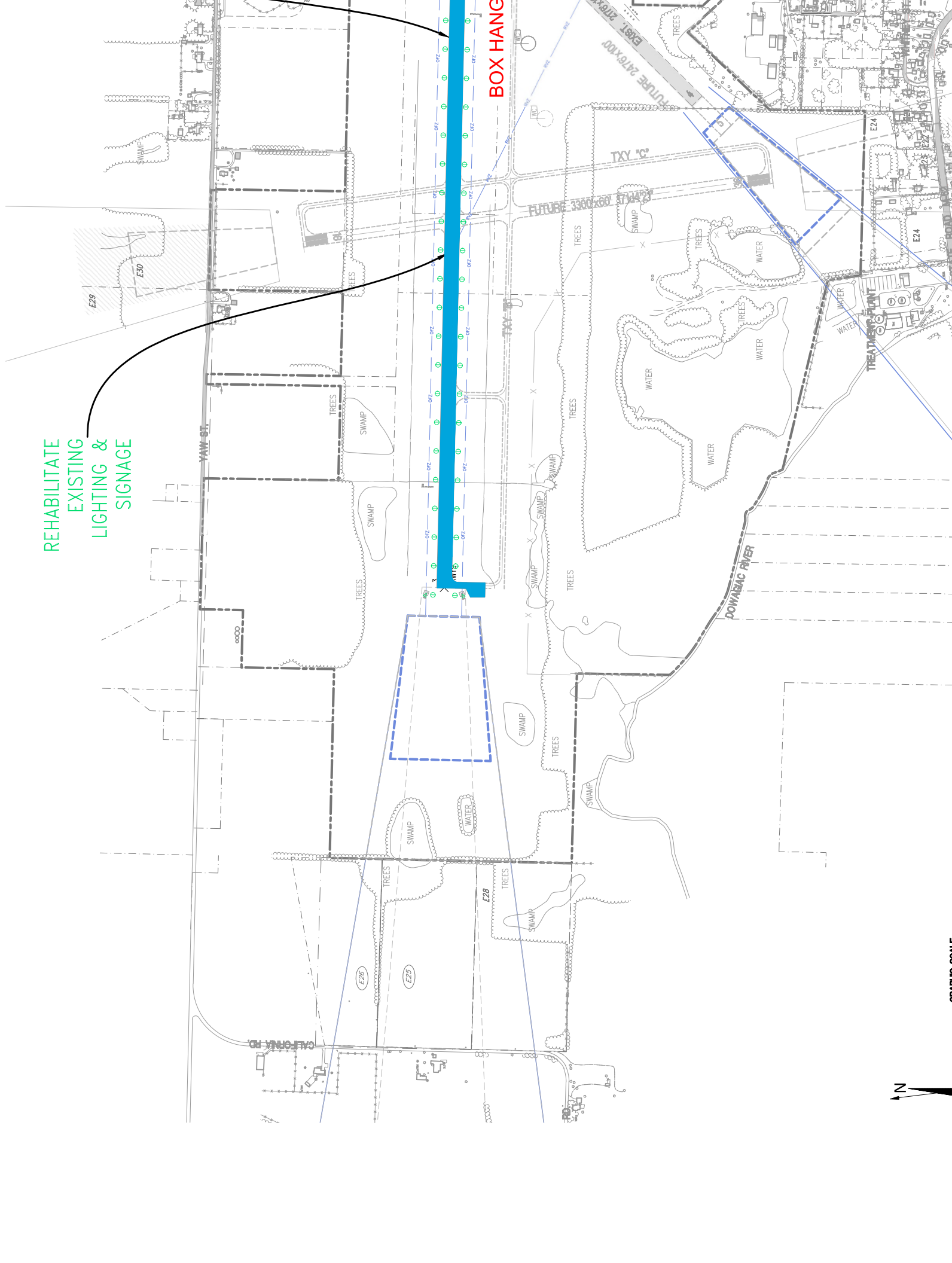
Bid Information: 04/27/23 Local

Period of Performance End Date: 12/01/24

MAC Approval: 05/24/23

REHABILITATE
EXISTING
LIGHTING &
SIGNAGE

BOX HANG



CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2023

SUBJECT: Airport Runway Lighting Rehabilitation

The Michigan Department of Transportation has approved an agreement and cost sharing for the replacement of runway lighting at the airport. Mead & White was the low bidder and the City has received an engineer's recommendation to approve their bid. MDOT concurs with the engineer's recommendation.

The lighting project has an overall cost of \$549,126.00. Unlike most projects at the airport, this project is funded by two grants and there will be two separate sponsor contracts from MDOT.

The first, which was already signed, uses the traditional AIP funding is for a total of \$362,922 with a \$12,168 local share (3.36%).

The second, which is also on the agenda, uses the Bipartisan Infrastructure Law funds and will be for \$186,204.00 with a 5% local share of \$9,310.20.

Once the two separate sponsor contracts are in place, the total cost to the city for this project will be \$21,478.20.

RECOMMENDATION

Authorize the resolution that approves the contract with Mead & White for the replacement of runway lighting at airport.

Support Documents:

- Cover Memo-City Mgr.
- Engineer's Recommendation
- Resolution

A RESOLUTION APPROVING A CONTRACT WITH MEAD & WHITE FOR THE
RECONSTRUCTION OF THE AIRPORT LIGHTING AT THE
DOWAGIAC MUNICIPAL AIRPORT

Councilmember _____ offered and moved the adoption of the following resolution; seconded by Councilmember _____.

WHEREAS, the City of Dowagiac owns, maintains, and operates an airport, the Dowagiac Municipal Airport; and

WHEREAS, federal and state funds are available to the City of Dowagiac for the purpose of reconstructing the runway lighting at the airport, as further defined in the attached contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves the contract with Mead & White in the amount of \$503,126.00 under the direction of the Michigan Department of Transportation related to the reconstruction of the airport runway lighting at the Dowagiac Municipal Airport c; and

BE IT FURTHER RESOLVED, that the City Council directs the City Manager to be authorized as the signatory for execution all contracts and documents necessary to fulfill the terms of said agreement.

ADOPTED

Patty Patano, City Clerk
Certified to be a true and correct copy

Patty Patano, City Clerk

Date

May 12, 2023

Reconstruct Runway 9-27 Lighting, Signage, REILs, & Electrical Vault
Dowagiac Municipal Airport
P&N No.: 2220632

RE: Recommendation to Award

Dear Mr. Azevedo:

Bids were received for the Runway Lighting project on April 27, 2023. Two separate bids were received. Please find the bid tabulation enclosed for your reference.

The bids were as follows:

Mead and White Electric \$503,126.00

J. Ranck Electric \$568,651.00

Mead and White Electric is low bidder for the project in the amount of \$503,126.00. Bid documentation was reviewed, and the bidder was found to be responsive to the bid documents.

The low bid was below engineer's estimate of probable cost of \$530,000.00.

Accordingly, we recommend awarding the project to Mead and White Electric. for \$503,126.00.

Sincerely,

Prein&Newhof



Jon Van Duinen, P.E.

Enclosures: Project Bid Tabulation

Bid Tabulation

Owner: City of Dowagiac, Dowagiac Municipal Airport				1st Mead and White		2nd J Ranck		5th Engineers Estimate	
Project Title: Reconstruct Runway 9-27 Lighting, Signage, REILs, & Electrical Vault									
Bid Date & Time: April 27, 2023 at 2:00 pm		Project #: 2220632							
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization and General Conditions	1.0	LS	\$28,600.00	\$28,600.00	\$66,000.00	\$66,000.00	\$53,000.00	\$53,000.00
2	Safety and Security	1.0	LS	\$40,736.00	\$40,736.00	\$75,000.00	\$75,000.00	\$27,650.00	\$27,650.00
3	Permits	5,000.0	Dlr	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
4	FAA Flight Check Adjustments	1.0	LS	\$3,300.00	\$3,300.00	\$1,600.00	\$1,600.00	\$5,000.00	\$5,000.00
5	Bare Counterpoise Wire, #6, Solid, Installed	1,600.0	Lft	\$2.625	\$4,200.00	\$2.50	\$4,000.00	\$2.00	\$3,200.00
6	Underground Cable, 1/C, #8, 600V, L824, Type C, Installed	600.0	Lft	\$18.595	\$11,157.00	\$12.75	\$7,650.00	\$12.00	\$7,200.00
7	Underground Cable, 1/C, #8, 5KV, L824, Type C, Installed	13,100.0	Lft	\$2.12	\$27,772.00	\$2.25	\$29,475.00	\$3.50	\$45,850.00
8	Electric Service Drop	1.0	LS	\$8,602.00	\$8,602.00	\$25,500.00	\$25,500.00	\$22,000.00	\$22,000.00
9	Construct Airport Electrical Vault Building, As Specified	1.0	LS	\$71,343.00	\$71,343.00	\$1.00	\$1.00	\$68,000.00	\$68,000.00
10	Furnish and Install New Vault Equipment	1.0	LS	\$62,315.00	\$62,315.00	\$91,000.00	\$91,000.00	\$40,000.00	\$40,000.00
11	Plastic Conduit, 1", Direct Burial	11,800.0	Lft	\$2.135	\$25,193.00	\$4.75	\$56,050.00	\$6.00	\$70,800.00
12	Electrical Handhole, Type 1	1.0	Ea	\$1,410.00	\$1,410.00	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00

Bid Tabulation

Owner: City of Dowagiac, Dowagiac Municipal Airport				1st		2nd		5th	
Project Title: Reconstruct Runway 9-27 Lighting, Signage, REILs, & Electrical Vault				Mead and White		J Ranck		Engineers Estimate	
Bid Date & Time: April 27, 2023 at 2:00 pm		Project #: 2220632							
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
13	Medium Intensity Edge Light, L861 (L), LED, (MIRL), 6.6A, Base Mount, 360 Clear Color, Height as Specified	6.0	Ea	\$2,301.00	\$13,806.00	\$2,225.00	\$13,350.00	\$1,750.00	\$10,500.00
14	Medium Intensity Edge Light, L861 (L), LED, (MIRL), 6.6A, Base Mount, 180 Yellow/180 Clear Colors, Height as Specified	16.0	Ea	\$2,342.50	\$37,480.00	\$2,225.00	\$35,600.00	\$1,750.00	\$28,000.00
15	Medium Intensity Edge Light, L861 (L), LED, (MIRL), 6.6A, Base Mount, 180 Yellow/180 Clear Colors, Height as Specified	40.0	Ea	\$2,326.90	\$93,076.00	\$2,225.00	\$89,000.00	\$1,750.00	\$70,000.00
16	Remove Existing Medium Intensity Stake Mounted Light	50.0	Ea	\$105.00	\$5,250.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
17	Remove Existing Medium Intensity Base Mounted Light	12.0	Ea	\$484.00	\$5,808.00	\$250.00	\$3,000.00	\$250.00	\$3,000.00
18	Taxiway Guidance Sign, L858 (L), LED, 2 Module, Pad Mounted, Type, Size, and Style as Specified	1.0	Ea	\$8,573.00	\$8,573.00	\$9,450.00	\$9,450.00	\$5,000.00	\$5,000.00
19	Taxiway Guidance Sign, L858 (L), LED, 3 Module, Pad Mounted, Type, Size, and Style as Specified	2.0	Ea	\$8,584.00	\$17,168.00	\$9,500.00	\$19,000.00	\$8,000.00	\$16,000.00
20	Remove Guidance Sign Base	1.0	Ea	\$484.00	\$484.00	\$650.00	\$650.00	\$300.00	\$300.00
21	Remove Guidance Sign	3.0	Ea	\$363.00	\$1,089.00	\$325.00	\$975.00	\$500.00	\$1,500.00
22	Runway End Identifier Light System (REIL), L849, (L) LE	2.0	Set	\$14,656.00	\$29,312.00	\$14,500.00	\$29,000.00	\$20,000.00	\$40,000.00
23	Remove Existing Runway End Identifier Light System (REIL), L849, (L) LE	2.0	Set	\$726.00	\$1,452.00	\$1,300.00	\$2,600.00	\$1,500.00	\$3,000.00

Bid Tabulation

Owner: City of Dowagiac, Dowagiac Municipal Airport				1st Mead and White		2nd J Ranck		5th Engineers Estimate	
Project Title: Reconstruct Runway 9-27 Lighting, Signage, REILs, & Electrical Vault									
Bid Date & Time: April 27, 2023 at 2:00 pm		Project #: 2220632							
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
24		0.0			\$0.00		\$0.00		\$0.00
25		0.0			\$0.00		\$0.00		\$0.00
Total Bid					\$503,126.00		\$568,651.00		\$530,000.00

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 19, 2023

SUBJECT: Agreement for Assessing Services

Northrup Assessing of Marcellus, Michigan has been providing the City's assessing services since 2017 when she entered into a 3 year agreement with the city. She has provided quality services to the city and is willing to continue assessing services to the city.

Northrup Assessing is owned and operated by Shalice Northrup, and she holds a Michigan Advanced Assessing Officer (3) Assessment Certification as well as a Michigan Certified Personal Property Examiner designation.

Additional terms of the proposed contract are as follows:

- Term: Three year contract, renewable year to year thereafter unless cancelled by either party upon a ninety (90) day written notice.
- Duties: Duties will be performed per state law. A physical review of 20% of real and personal property will be conducted annually.
- Compensation: Annual compensation shall be \$31,405.00 paid in 12 monthly installments and will remain the same for the duration of the agreement. This represents a 9.13% increase over the current agreement.

As Assessor of Record, Northrup Assessing will be in the City of Dowagiac one day per week and will be available by appointment or by phone.

RECOMMENDATION

Authorize the resolution that approves an Agreement for Assessing Services with Northrup Assessing, Inc. through 2026.

A RESOLUTION APPROVING A CONTRACT WITH NORTHRUP ASSESSING

Councilmember _____ offered and moved the adoption of the following Resolution, which was seconded by Councilmember _____.

WHEREAS, the City of Dowagiac is required to by State law to have an Assessor of Record for the provision of assessing services; and,

WHEREAS, the three year agreement with Northrup Assessing Services is set to expire; and,

WHEREAS, because Northrup Assessing Services has provided quality and timely services the City Manager is recommending entering into another three year agreement with Northrup Assessing Services; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves an agreement with Northrup Assessing, Inc. to provide assessing services for the City of Dowagiac through 2026 and year to year thereafter; and,

BE IT FURTHER RESOLVED that the City Council directs the City Manager to be authorized as the signatory for execution of the same.

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk

Date

AGREEMENT FOR THE POSITION OF ASSESSOR

THIS AGREEMENT, made this _____ day of September 2023, is by and between the CITY OF DOWAGIAC, COUNTY OF CASS, STATE OF MICHIGAN, hereinafter referred to as the **City**.

AND

Northrop ASSESSING INC, hereinafter referred to as the **Assessor**.

WHEREAS, the City needs an assessor for the assessment of real and personal property as is required by statute; and

WHEREAS, Northrop Assessing Inc provides assessing services, the Assessor has a Michigan Advanced Assessing Officer Assessment Certification and is also a Certified Personal Property Examiner.

NOW THEREFORE, let it be stipulated and agreed as follows:

TERM

The term of this Agreement shall be for three (3) years and shall begin upon signing of this Agreement and year to year thereafter unless cancelled by either party on ninety (90) days written notice.

DUTIES

All work and services rendered in connection with this Agreement shall be performed in accordance with the Constitution and laws of the State of Michigan, the rules and regulations established by the State Tax Commission and published in its two (2) volume Assessor's Manual, and the Michigan Tax Tribunal rules. The Assessor shall be available to taxpayers by holding office hours at the City office, by phone and/or appointment. Assessor will make property information available by request. All information will be sent, e-mailed, or faxed upon request.

This is a maintenance Agreement between the City and the Assessor. Maintenance is doing all new construction from building permits, warrant, signing assessment rolls, state required forms, preparation of rolls, necessary data entry, developing sales studies, answering questions for taxpayers, Board of Review preparation, property splits, combinations, and transfers.

The Assessor agrees to do the physical review of 20% of real and personal property within the City. An inspection shall be made to verify the measurements of each structure and list all pertinent data on the property record card. Construction data shall include items of construction, such as foundation, basement area, exterior walls, roof type and roofing material, floors, attic and basement finish, number of rooms, interior finish, heating and air conditioning, fireplaces, lighting, plumbing, tiling and built ins.

In application of depreciation, careful consideration shall be

given to physical, functional, and economic obsolescence. The property owner shall be asked to sign property record cards showing that they gave permission to inspect the property and the information requested. On those properties where permission cannot be granted, a question card shall be left on the door requesting that pertinent data be sent to the office, or an appointment made to meet the owner.

The Assessor shall enter the data collected from all real property parcels into the City's database. The Assessor shall provide color pictures for all improved properties. The photographs shall show the principal buildings located on that parcel.

COMPENSATION

The Assessor shall receive a fee for the services to be performed in accordance with an annual salary of \$31,405.00 being paid monthly in the amount of \$2,617.08.

The City is responsible for supplying to the Assessor a BS&A Assessment Software, Apex, Word and Excel Software's and any and all annual software support. The City will supply the Assessor any and all office supplies needed to complete the work required of the Assessor.

APPEALS TO MICHIGAN TAX TRIBUNAL - COURTS

The Assessor shall be responsible for preparing a defensible appraisal, including the analysis of comparable properties, and shall represent the City before the Michigan Tax Tribunal.

LAND DIVISION APPLICATION APPROVAL

The Assessor shall be responsible for reviewing and approving Land Division Applications submitted by Landowners.

TERMINATION

The Agreement may be terminated at any time during its existence by either party upon ninety (90) days written notice sent certified mail to the other party.

APPROVED BY:

Dowagiac City Manager

Northrop Assessing Inc
Shalice R Northrop, Owner

Dated: _____

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Amanda Sleigh, Assistant City Manager

DATE: September 22, 2023

SUBJECT: Classification and Compensation System Annual Amendment

On Monday evening, the City Council is being asked to approve a resolution updating the City's non-union Classification and Compensation System to be effective October 1, 2023. The updated schedule includes an increase to the wage scale of 3%. Other changes include removal of eliminated positions and some minor reclassifications.

RECOMMENDATION

I recommend that Council approve the City's non-union Classification and Compensation System to be effective October 1, 2023.

Support Documents:

- Cover Memo
- Resolution
- Class & Comp Schedule

A RESOLUTION APPROVING THE CLASS AND COMPENSATION
SCHEDULE FOR FISCAL YEAR 2024

_____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, Section 7.7 of the Dowagiac City Charter sets forth the duties of the City
Manager, and;

WHEREAS, the City Manager shall see that all laws, ordinances, rules and regulations adopted
by the City Council and provisions of the Charter are properly enforced, and;

WHEREAS, the City Manager shall recommend to the Council for consideration such
measures as he may deem necessary and expedient, and;

WHEREAS, the City Manager recommends to Council the approval of an annual fiscal year
adjustment of 3.0% to the Classification and Compensation System as attached
hereto, and;

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote
of its City Council, does hereby approve and adopt the annual fiscal year
adjustment of 3.0% to the Classification and Compensation System attached
hereto effective October 1, 2023.

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk

Date

2023-2024
City of Dowagiac
Non-Union Classification & Compensation System
Grade Structure and Annual Salary Ranges

Grade	Position	Type	3%		Minimum	Maximum
			Minimum	Maximum		
1	Compost Site Attendant Crossing Guards PTOC Fire Personnel Seasonal Grounds Maintenance	S S/PT PT/OC S	\$ 21,554	\$ 31,914	\$ 10.36	\$ 15.34
2	AP/Payroll Clerk Code Enforcement Officer Customer Service Representative	FT PT FT	\$ 39,318	\$ 51,111	\$ 18.90	\$ 24.57
3	Administrative Assistant - Public Safety Administrative Assistant - Public Services Administrative Assistant/CM Executive Secretary Public Services Tech	FT FT PT FT	\$ 42,266	\$ 54,947	\$ 20.32	\$ 26.42
4	Fire Fighter (Special 7k Work Period)	FT	\$ 46,494	\$ 60,442	\$ 16.87	\$ 21.93
5	Assistant DPS W/S Operations Superintendent Computer Information Technician Museum Director	FT FT FT	\$ 49,980	\$ 64,971	\$ 24.03	\$ 31.24
6	City Hall Operations Administrator Public Works Operations Superintendent	FT FT	\$ 53,730	\$ 69,848	\$ 25.83	\$ 33.58
7	Deputy Fire Chief Deputy Police Chief	FT FT	\$ 60,444	\$ 78,578	\$ 29.06	\$ 37.78
8	Finance Director	FT	\$ 72,537	\$ 94,295	\$ 34.87	\$ 45.33
9	Assistant City Manager/HR Director Director of Public Safety Director of Public Services	FT FT FT	\$ 80,128	\$ 104,162	\$ 38.52	\$ 50.08

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 21, 2023

SUBJECT: DART Document – Authorized Signers

Our current contract with Cass County Transit includes the administration of DART and compliance with State transportation funding requirements. This necessitates signing a series of report documents over the course of a year. This resolution allows for either the City Manager or the Cass County Transit Director, Gerry Bundle, to be authorized signers of these documents.

RECOMMENDATION

Approve a resolution authorizing the City Manager or Gerry Bundle to sign documents relating to DART.

City of Dowagiac

Resolution to Authorize Signers of MDOT Contracts

Councilmember _____ offered and moved the adoption of the following resolution; seconded by Councilmember _____.

WHEREAS, a major portion of DART’s operating budget consists of State and Federal operating assistance from and through MDOT; and

WHEREAS, MDOT requires a valid Signature Resolution for anyone being authorized to digitally sign documents; and

WHEREAS, MDOT requires that a Signature Resolution must be submitted before any contracts can be awarded.

NOW, THEREFORE, BE IT RESOLVED that, as the governing body of DART, the City of Dowagiac, by affirmative vote of its City Council, hereby authorizes Kevin Anderson and Gerry Bundle to sign contracts and related documents on behalf of Dowagiac Dial-A-Ride Transit.

ADOPTED
Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk

Date

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 21, 2023

SUBJECT: Vehicle Replacement – Police Vehicle for Cass County Drug Enforcement Team (CCDET)

It is time to replace one of the vehicles assigned to a Dowagiac Police Department Detective assigned to CCDET. CCDET millage funds will reimburse the city for this purchase.

The attached memo from Steven Grinnwald, Director of Public Safety, details the bid from C. Wimberley for \$32,385.00 and the insurance proceeds that will make the next expenditure \$4,885.00.

RECOMMENDATION

Approve a resolution to authorize the purchase of a police vehicle for CCDET for \$32,385.00. The cost/information sheet is attached to this email.

**DOWAGIAC POLICE DEPARTMENT
MEMORAMDUM**

TO: Kevin Anderson, City Manager

FROM: Steve Grinnewald, Director of Public Safety

REF: Replacement/Purchase of Detective Vehicle

DATE: September 21, 2023

In July of 2023, one of our detective vehicles was damaged in a car/deer crash. Our insurance company, MMRMA, determined that the vehicle was a total loss and provided us \$27,500 for the vehicle. We are in need of replacing the vehicle.

I have received a vehicle quote for a replacement which would be the same make, model, and options of the vehicle damaged from C. Wimberley. I have attached the quote and vehicle information. The price for the replacement vehicle is \$32,385.

With the replacement funds from the insurance company the cost to replace the vehicle would be \$4,885. I recommend the purchase of this vehicle to replace the vehicle lost due to this incident.

RESPECTFULLY SUBMITTED:
Chief Steven L. Grinnewald
Dowagiac Police Department

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A POLICE VEHICLE

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, the City of Dowagiac Department of Public Safety Staff has determined that the replacement of a vehicle is necessary to serve the Cass County Drug Enforcement Team's efforts, and;

WHEREAS, the City will be reimbursed for this purchase from Cass County's drug enforcement millage,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the purchase of a \$32,385.00 vehicle from C. Wimberley Auto Group.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to act as signatory for the execution of same.

ADOPTED

Patricia Patano, City Clerk
Certified to be a true and correct copy

Patricia Patano, City Clerk

Date



Date September 12, 2023

Sales Guide GLENN OLSON

GUEST INFORMATION

Name CITY OF DOWAGIAC

Address 241 SOUTH FRONT DOWAGIAC MI, 49047

Home Phone 2697829743 Work Phone _____

E-Mail Address _____

VEHICLE DESCRIPTION

Year / Make / Model 2024 GMC TERRAIN Color RIPTIDE METALLIC

Stock No. RL136669 Miles 3 VIN 3GKALTEG4RL136669

Option 'A' - Base Retail Payments Includes Rebates of	\$0.00
--	--------

Fast, Friendly, Simple, Fair

Down Payment _____

**** Based on an Avg. A.P.R., 45 Days to 1st Payment**

Option 'B' - Base Lease Payments Includes Lease Cash of	\$0.00
--	--------

_____ Miles Per Year

Down Payment _____

Retail Value	\$34,710.00
Savings	\$2,600.00
Rebate	\$0.00
Adjusted Sale Price	\$32,110.00
Trade Value	\$0.00
Trade Difference	\$32,110.00
Fees	\$275.00
Sales Sub Total	\$32,385.00
Tax	\$0.00
Trade Balance	\$0.00
Net Sales Price	\$32,385.00
Down Payment	\$0.00
Balance Remaining	\$32,385.00

Guest Approval _____

Management Approval _____ *With Lender Approval

Estimated payments based on average APR. Final terms of your loan may differ depending on actual terms of financial institution's acceptance and are negotiable. This is an offer to sell/purchase. See dealership Buyer's Order for final figures, terms and conditions.



PULL THIS STRIP TO EXPOSE ADHESIVE



2024 TERRAIN SLE AWD

EXTERIOR: RIPTIDE METALLIC
INTERIOR: JET BLACK

ENGINE, 1.5L TURBO DOHC 4-CYL
TRANSMISSION, 9-SPD AUTOMATIC

STANDARD EQUIPMENT

THESE STANDARD FEATURES ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN.

OWNER BENEFITS

- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- *WHICHEVER COMES FIRST. SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- TIRE COMPACT SPARE
- HILL DESCENT CONTROL
- STABILITRAK-STABILITY CONTROL SYSTEM W/ TRACTION CONTROL
- WHEELS, 17 PAINTED ALUMINUM

INTERIOR

- SEATBACK, PASSENGER SIDE, FLAT FOLDING
- STEERING WHEEL, URETHANE
- POWER WINDOW W/ EXPRESS DRIVER UP/DOWN
- DRIVER INFO DISPLAY, 4.2" MULTI-COLOR
- AUDIO SYSTEM, 6 SPEAKER

EXTERIOR

- HEADLAMPS, LED
- DAYTIME RUNNING LAMPS, LED
- TAIL LAMPS, LED SIGNATURE
- SAFETY & SECURITY
- GMC PRO SAFETY:
- INTELLIBEAM-AUTO-HIGH BEAM
- FOLLOWING DISTANCE INDICATOR
- FORWARD COLLISION ALERT
- LANE KEEP ASSIST WITH LANE DEPARTURE WARNING
- AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN BRAKING

CONNECTIVITY FEATURES

- 3 YEARS REMOTE ACCESS PLAN; ONSTAR & Wi-Fi DATA CAPABLE
- SEE ONSTAR.COM FOR TERMS
- GMC INFOTAINMENT SYSTEM W/ 7" DIAG. COLOR TOUCHSCREEN
- ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE:
- BLUETOOTH AUDIO STREAMING
- VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS ANDROID AUTO & WIRELESS APPLE CARPLAY CAPABLE
- USB CHARGING-ONLY PORTS, 2 JACK

OPTIONS & PRICING

OPTION(S) INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

DRIVER CONVENIENCE PACKAGE:	1,375.00
• REMOTE VEHICLE START	
• ROOF RACK, SIDE RAILS	
• DRIVER & FRONT PASSENGER HEATED SEATS	
• AIR CONDITIONING, DUAL ZONE AUTOMATIC CLIMATE CONTROL	
• SEAT, DRIVER 8-WAY POWER WITH 2-WAY POWER LUMBAR	
GMC PRO SAFETY PLUS PACKAGE:	745.00
*REAR PARK ASSIST	

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*REAR CROSS TRAFFIC ALERT	
*LANE CHANGE ALERT WITH SIDE BLIND ZONE ALERT	
• SAFETY ALERT SEAT	
• ADAPTIVE CRUISE CONTROL	
• POWER OUTSIDE MIRRORS, HEATED LED TURN SIGNAL INDICATOR	495.00
RIPTIDE METALLIC	400.00
REAR LIFTGATE, POWER PROGRAMMABLE	
TOTAL OPTIONS	\$3,015.00
TOTAL VEHICLE & OPTIONS	\$33,315.00
DESTINATION CHARGE	1,395.00
TOTAL VEHICLE PRICE*	\$34,710.00

EPA Fuel Economy and Environment

TERRAIN AWD

Small SUVs range from 14 to 123 MPG. The best vehicle rates 140 MPG.

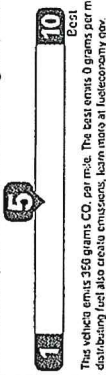
Fuel Economy
25 MPG
 combined city/hwy

23 city
28 highway

4.0 gallons per 100 miles

Annual fuel cost
\$2,150

Fuel Economy & Greenhouse Gas Rating (93-100 only)



This vehicle emits 258 grams CO₂ per mile. The best emits 0 grams per mile (a type only). Producing and distributing fuel also emits CO₂.

Actual results will vary for many reasons (including driving conditions and how you drive) and may differ from your vehicle. The average new vehicle gets 28 MPG and costs \$2,150 to (and fewer) 5 years. Cost estimates are based on 15,000 miles per year at \$3.50 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculating personalized estimates and compare vehicles

Government 5-Star Safety Ratings

Overall Vehicle Score ★★★★★
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★★★★★
Should ONLY be compared to other vehicles of similar size and weight.

Rollover ★★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★-★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

Parts Content Information

FOR VEHICLES IN THIS CARLINE:
 U.S./CANADIAN PARTS CONTENT: 20%
 MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 42%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
 FINAL ASSEMBLY POINT:
 SAN LUIS POTOSI, MEXICO
 COUNTRY OF ORIGIN:
 ENGINE, MEXICO
 TRANSMISSION: UNITED STATES

ONSTAR PRO CRUISE CONTROL, SALES CODE E
 DEALER TO ADD TO VIN
 VIN 3GKALTEG4RL136669 REISSUE
 VIN 3GKALTEG4RL136669
 C. WIMBERLEY
 57333 M51 S
 DOWAGIAC, MI 49047-9766

2024 GMC Terrain SLE AWD

SALES CODE E

DEALER TO ADD TO VIN

VIN 3GKALTEG4RL136669 REISSUE

VIN 3GKALTEG4RL136669

C. WIMBERLEY

57333 M51 S

DOWAGIAC, MI 49047-9766

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CITY OF DOWAGIAC

MEMO TO: **Mayor and Council Members**

FROM: **Kevin P. Anderson, City Manager**

DATE: **September 21, 2023**

SUBJECT: **Budget Amendments**

Each year budgets are reviewed on a regular basis and then again at the end of the fiscal year for the purpose of making recommendations to Council to amend the budget based on actual financial activity and revised expectations. A complete review of each fund's actual expenses and budget have been completed and are detailed in the attached documents.

RECOMMENDATION

Approve the resolution authorizing budget amendments as presented.

Support Documents:

Cover Memo – City Mgr.
Dept. Head Memo
Resolution
Budget Amendments

CITY OF DOWAGIAC

MEMO TO: Kevin P. Anderson, City Manager

FROM: Kate E. Jefferson, CPA, Seber Tans, PLC

DATE: September 20, 2023

SUBJECT: Budget Amendments - Highlights

Attached please find the line items with proposed budget amendments for the 2023 fiscal year. Below please review the summary showing where the majority of the increases and decreases came from, or any notable changes in fund balances.

Fund	Revenue	Expense
101 General	+623,942	+880,965

Amended overall change in fund balance (137,620)

Increase in revenue is primarily due to grant funding received and earned and sale of City property. Increase in expense primarily due to increased capital expenditures for projects incurred during the fiscal year.

Fund	Revenue	Expense
202 Major Streets	+4,900	+118,875

Amended overall change in fund balance 28,600

Increase in expense primarily due to increased capital expenditures for projects, additional tree work as well as associate labor costs incurred during the fiscal year.

Fund	Revenue	Expense
203 Local Streets	+549,900	+247,650

Amended overall change in fund balance 316,650

Increase in revenue is primarily due to grant funding for project as well as proceeds from sale of City owned property. Increase in expense primarily due to increased capital expenditures for projects, additional tree work as well as associate labor costs incurred during the fiscal year.

Fund	Revenue	Expense
210 - Ambulance Fund	+0	+5,000

Amended overall change in fund balance (5,000)

New fund established for contract for ambulance services.

Fund	Revenue	Expense
226 - Solid Waste	+79,920	+130,000

Amended overall change in fund balance (4,350)

Increase in expenditures primarily due to allocation of employee benefits as well as an increase in contract services.

Fund	Revenue	Expense
240 - Industrial	+114,500	+108,275

Amended overall change in fund balance (6,675)

Increase in fund activity is due to grant received for capital project that included an administrative fee.

Fund	Revenue	Expense
242 -Brownfield	+0	+30,000

Amended overall change in fund balance (30,000)

Increase in expenditures related to expenses incurred for new Brownfield established during the fiscal year.

Fund	Revenue	Expense
245 - DDA	-45,000	-12,650

Amended overall change in fund balance 1,700

Decrease in expenditures due to no applications for the Façade incentive program. Decrease in revenue is less state revenue than expected.

Fund	Revenue	Expense
469 - Building Construction Fund	+0	+150,000

Amended overall change in fund balance (150,000)

New fund established for new fire building. Future bond proceeds expected, however initial design and engineering costs incurred prior to bond issuance.

Fund	Revenue	Expense
582 - Electric Utility	124,000	776,900

Amended overall change in fund balance (142,100)

Increase in expenditures primarily due to increase contract expense for electric lineman, tree and other capital work.

Fund	Revenue	Expense
588 - DART	100,750	131,400

Amended overall change in fund balance (30,650)

Increase in expenditures results in a price increase for the contracted transit services. Increase in revenue is contributions from other funds to offset this increase in expenditures.

Fund	Revenue	Expense
590 - Sewer	186,500	514,000

Amended overall change in fund balance (185,650)

Increase in revenue due to increase in sales. Increase in expenditures primarily due to increase in wastewater treatment expenses.

Fund	Revenue	Expense
591 - Water	36,800	500,980

Amended overall change in fund balance (191,450)

Increase in revenue due to increase in sales. Increase in expenditures primarily due to increase in wastewater treatment expenses.

Fund	Revenue	Expense
661 - Motor Pool	337,550	14,500

Amended overall change in fund balance (245,800)

Increase in revenue due to increase equipment rental for use in other Funds.

Fund	Revenue	Expense
662 - Computer Replacement	3,450	5,000

Amended overall change in fund balance (8,300)

Increase in revenue due to increased equipment usage. Increase in expenses primarily due to new modules within BS&A purchased during the year.

Please let me know if you have any questions.

A RESOLUTION APPROVING FY 2023 BUDGET ADJUSTMENTS

Councilmember _____ offered and moved the adoption of the following resolution; seconded by Councilmember _____

WHEREAS, the City administration has reviewed the attached budgets for the 2022-23 fiscal year and the actual revenues and expenditures for the beginning of 2022-23 fiscal year; and

WHEREAS, the City administration recommends revision of the attached budgets in accordance with the latest projections available; and

WHEREAS, the attached report for these funds indicates the current budget and the recommended budget revisions.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the attached, recommended revised budgets.

ADOPTED

Patricia Patano, City Clerk

Date

	GL NUMBER	DESCRIPTION	Proposed Amended Budget
Fund 101 - GENERAL FUND			
R	101-191-695.00	MISCELLANEOUS INCOME	2,300
R	101-208-695.00	MISCELLANEOUS INCOME	500
R	101-212-403.00	CURRENT TAXES	1,250,000
R	101-213-665.00	INTEREST INCOME	9,000
R	101-213-695.00	MISCELLANEOUS INCOME	120,000
R	101-216-452.00	LIQUOR LICENSE	7,000
R	101-298-576.00	LOCAL REVENUE SHARING	0
R	101-299-575.00	STATE REVENUE SHARING	850,000
R	101-299-575.01	STATE AID	415,000
R	101-301-695.00	MISCELLANEOUS INCOME	4,500
R	101-302-678.10	CCDET - REIMBURSEMENT	74,750
R	101-371-479.00	BUILDING PERMITS	39,000
R	101-371-479.30	PLUMBING PERMITS	8,500
R	101-371-479.40	OTHER FEES	4,000
R	101-371-626.31	CODE ENFORCEMENT FEES	55,000
R	101-537-668.10	AIRPORT RENT/LEASE PAYMENTS	52,000
R	101-804-696.10	DONATION- OTHER	100,000
R	101-985-676.00	TRANSFERS FROM OTHER FUNDS	33,000
	101-101-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	1,700
	101-101-873.00	TRAVEL & TRAINING	0
	101-101-956.00	MISCELLANEOUS EXPENSE	750
	101-101-956.02	EMPLOYEE/BOARD RECOGNITION	
	101-172-702.00	SALARIES & WAGES	33,000
	101-172-715.00	F.I.C.A. TAXES	2,500
	101-172-716.00	HEALTH/DENTAL INSURANCE	3,200
	101-172-717.00	LIFE INSURANCE	1,000
	101-172-718.00	RETIREMENT CONTRIBUTIONS	15,500
	101-172-728.00	OFFICE SUPPLIES	1,300
	101-172-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	2,500
	101-191-901.00	PRINTING & PUBLISHING	500
	101-191-954.00	FREIGHT	100
	101-201-718.00	RETIREMENT CONTRIBUTIONS	23,000
	101-201-804.00	ACCOUNTING FEES	15,000
	101-208-801.00	CONTRACTUAL/PROFESSIONAL SVC	1,000
	101-208-810.00	MOWING, LANDSCAPE AND TREES	0
	101-208-811.00	TRASH REMOVAL	700
	101-208-901.00	PRINTING & PUBLISHING	200
	101-208-920.00	UTILITIES	3,000
	101-208-934.00	SITE MAINTENANCE & IMPROVEMENT	30,000
	101-208-956.00	MISCELLANEOUS EXPENSE	5,000
	101-209-702.00	SALARIES & WAGES	5,000
	101-209-715.00	F.I.C.A. TAXES	500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
101-209-716.00	HEALTH/DENTAL INSURANCE	50
101-209-901.00	PRINTING & PUBLISHING	150
101-213-957.00	BANK FEES	500
101-263-730.00	POSTAGE	10,000
101-263-731.00	PHOTOCOPYING	4,700
101-263-812.00	MAINTENANCE CONTRACTS	1,000
101-263-931.00	BUILDING MAINTENANCE	15,000
101-263-970.00	CAPITAL ITEMS	25,000
101-265-702.00	SALARIES & WAGES	70,000
101-265-702.25	REGULAR OVERTIME	1,800
101-265-715.00	F.I.C.A. TAXES	5,500
101-265-716.00	HEALTH/DENTAL INSURANCE	11,000
101-265-718.00	RETIREMENT CONTRIBUTIONS	55,000
101-265-740.05	SAFETY SUPPLIES	1,000
101-265-742.00	SMALL TOOLS	500
101-265-810.00	MOWING, LANDSCAPE AND TREES	120,000
101-265-930.00	EQUIPMENT MAINTENANCE	1,000
101-265-934.00	SITE MAINTENANCE & IMPROVEMENT	4,000
101-265-946.00	EQUIPMENT RENTAL	10,000
101-265-965.61	OVERHEAD/EQUIP REPL TRAN TO MPE	25,500
101-265-974.20	CEMETERY/GROUNDS IMPROVEMENTS	0
101-301-701.99	POLICE ADMINISTRATIVE WAGES	75,000
101-301-702.00	SALARIES & WAGES	555,000
101-301-702.25	REGULAR OVERTIME	170,000
101-301-702.27	HOLIDAY TIME	31,000
101-301-702.61	MPE MAINTENANCE LABOR	1,000
101-301-715.00	F.I.C.A. TAXES	65,000
101-301-718.00	RETIREMENT CONTRIBUTIONS	325,000
101-301-720.00	WORKER'S COMPENSATION	10,000
101-301-740.00	OPERATING SUPPLIES	5,000
101-301-743.00	UNIFORMS & ACCESSORIES	7,500
101-301-751.00	GAS & DIESEL	25,000
101-301-801.00	CONTRACTUAL/PROFESSIONAL SVC	3,500
101-301-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	1,500
101-301-910.00	GENERAL INSURANCE COVERAGE	10,000
101-301-932.00	VEHICLE INSURANCE	8,500
101-301-947.00	VEHICLE LEASES	30,000
101-302-702.00	SALARIES & WAGES	30,000
101-302-702.25	REGULAR OVERTIME	2,000
101-302-702.27	HOLIDAY TIME	1,500
101-302-702.29	COURT OVERTIME	100
101-302-715.00	F.I.C.A. TAXES	2,500
101-302-716.00	HEALTH/DENTAL INSURANCE	9,000
101-302-717.00	LIFE INSURANCE	500
101-302-718.00	RETIREMENT CONTRIBUTIONS	11,000

GL NUMBER	DESCRIPTION	Proposed Amended Budget
101-302-720.00	WORKER'S COMPENSATION	1,000
101-302-853.00	TELEPHONE	9,000
101-302-910.00	GENERAL INSURANCE COVERAGE	2,000
101-302-933.00	VEHICLE MAINTENANCE	1,000
101-316-702.00	SALARIES & WAGES	10,500
101-316-715.00	F.I.C.A. TAXES	1,000
101-316-720.00	WORKER'S COMPENSATION	100
101-336-702.00	SALARIES & WAGES	255,000
101-336-702.25	REGULAR OVERTIME	10,000
101-336-702.27	HOLIDAY TIME	0
101-336-703.25	PTOCFF COVERAGE	30,000
101-336-715.00	F.I.C.A. TAXES	25,000
101-336-718.00	RETIREMENT CONTRIBUTIONS	125,000
101-336-720.00	WORKER'S COMPENSATION	2,500
101-336-740.00	OPERATING SUPPLIES	3,500
101-336-751.00	GAS & OIL	7,000
101-336-801.00	CONTRACTUAL/PROFESSIONAL SVC	10,000
101-336-802.00	ARCHITECTURAL DESIGN/ENGIN	10,000
101-336-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	100
101-336-810.00	MOWING, LANDSCAPE AND TREES	0
101-336-873.50	FIRE CLASS TRAINING EXPENSES	500
101-336-920.00	UTILITIES	12,000
101-336-933.00	VEHICLE MAINTENANCE	5,000
101-336-946.00	EQUIPMENT RENTAL	9,000
101-371-702.00	SALARIES & WAGES	37,000
101-371-715.00	F.I.C.A. TAXES	2,800
101-371-716.00	HEALTH/DENTAL INSURANCE	150
101-371-718.00	RETIREMENT CONTRIBUTIONS	5,000
101-371-720.00	WORKER'S COMPENSATION	500
101-371-728.00	OFFICE SUPPLIES	500
101-371-801.00	CONTRACTUAL/PROFESSIONAL SVC	1,000
101-371-801.06	CONTRACTUAL SERVICES-CODE ENFORCEMENT	45,000
101-371-801.11	CONTRACTUAL-ELECTRICAL INSPECTIONS	25,000
101-371-810.00	MOWING, LANDSCAPE AND TREES	1,000
101-371-873.00	TRAVEL & TRAINING	1,000
101-371-946.00	EQUIPMENT RENTAL	250
101-371-961.00	BAD DEBT EXPENSE	25,000
101-448-702.00	SALARIES & WAGES	3,000
101-448-715.00	F.I.C.A. TAXES	250
101-448-716.00	HEALTH/DENTAL INSURANCE	1,100
101-448-718.00	RETIREMENT CONTRIBUTIONS	2,500
101-448-801.00	CONTRACTUAL/PROFESSIONAL SVC	2,000
101-448-934.00	SITE MAINTENANCE & IMPROVEMENT	1,000
101-448-970.00	CAPITAL ITEMS	50,000
101-487-995.00	INTEREST EXPENSE	0

GL NUMBER	DESCRIPTION	Proposed Amended Budget
101-537-716.00	HEALTH/DENTAL INSURANCE	100
101-537-718.00	RETIREMENT CONTRIBUTIONS	1,100
101-537-740.00	OPERATING SUPPLIES	1,200
101-537-751.00	GAS & DIESEL	300
101-537-806.00	LEGAL SERVICES	1,500
101-537-910.00	GENERAL INSURANCE COVERAGE	1,500
101-537-931.00	BUILDING MAINTENANCE	1,000
101-537-946.00	EQUIPMENT RENTAL	650
101-537-970.00	CAPITAL ITEMS	25,000
101-804-702.00	SALARIES & WAGES	63,500
101-804-715.00	F.I.C.A. TAXES	5,000
101-804-716.00	HEALTH/DENTAL INSURANCE	500
101-804-717.00	LIFE INSURANCE	500
101-804-718.00	RETIREMENT CONTRIBUTIONS	22,000
101-804-801.00	CONTRACTUAL/PROFESSIONAL SVC	3,500
101-804-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	700
101-804-806.00	LEGAL SERVICES	1,500
101-804-810.00	MOWING, LANDSCAPE AND TREES	2,000
101-804-873.00	TRAVEL & TRAINING	500
101-804-956.00	MISCELLANEOUS EXPENSE	25,000
101-804-970.00	CAPITAL ITEMS	275,000
101-941-969.00	PAYMENT IN LEIU OF TAXES	52,500
101-985-959.00	CONTRIBUTION TO COMPONENT UNIT	77,500
101-985-965.00	TRANSFER TO OTHER FUNDS	115,000

Revenue 623,942 Expense 880,965

Amended Budget Overall Change in Fund Balance (137,620)

Fund 202 - MAJOR STREETS

R	202-476-665.00	INTEREST INCOME	5,000
	202-446-995.00	INTEREST EXPENSE	5,100
	202-448-970.00	CAPITAL ITEMS	25,000
	202-463-702.25	REGULAR OVERTIME	150
	202-463-716.00	HEALTH/DENTAL INSURANCE	2,000
	202-463-718.00	RETIREMENT CONTRIBUTIONS	16,000
	202-463-720.00	WORKER'S COMPENSATION	600
	202-463-784.00	REPAIR MAINT SUPPLY	3,000
	202-463-810.00	MOWING, LANDSCAPE AND TREES	30,000
	202-469-702.00	SALARIES & WAGES	3,000
	202-469-716.00	HEALTH/DENTAL INSURANCE	600
	202-469-718.00	RETIREMENT CONTRIBUTIONS	2,700
	202-469-946.00	EQUIPMENT RENTAL	5,000
	202-475-702.00	SALARIES & WAGES	2,500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
202-475-715.00	F.I.C.A. TAXES	200
202-475-716.00	HEALTH/DENTAL INSURANCE	500
202-475-717.00	LIFE INSURANCE	100
202-475-718.00	RETIREMENT CONTRIBUTIONS	2,700
202-475-801.00	CONTRACTUAL/PROFESSIONAL SVC	20,000
202-475-946.00	EQUIPMENT RENTAL	1,000
202-479-702.25	REGULAR OVERTIME	4,500
202-479-715.00	F.I.C.A. TAXES	600
202-479-716.00	HEALTH/DENTAL INSURANCE	1,500
202-479-718.00	RETIREMENT CONTRIBUTIONS	7,500
202-479-784.00	REPAIR MAINT SUPPLY	12,000
202-483-702.00	SALARIES & WAGES	40,000
202-483-715.00	F.I.C.A. TAXES	3,000
202-483-716.00	HEALTH/DENTAL INSURANCE	6,500
202-483-718.00	RETIREMENT CONTRIBUTIONS	17,000
202-483-784.00	REPAIR MAINT SUPPLY	100
202-483-801.00	CONTRACTUAL/PROFESSIONAL SVC	500
202-486-716.00	HEALTH/DENTAL INSURANCE	300
202-486-718.00	RETIREMENT CONTRIBUTIONS	2,500
202-486-783.51	SNOW & ICE CONTROL M-51	7,000
202-486-783.62	SNOW & ICE CONTROL M-62	7,000
202-486-946.00	EQUIPMENT RENTAL	10,000

Revenue 4,900 Expense 118,875

Amended Budget Overall Change in Fund Balance 28,600

Fund 203 - LOCAL STREETS

R	203-476-540.00	State grant	300,000
R	203-476-695.00	MISCELLANEOUS INCOME	250,000
	203-463-702.00	SALARIES & WAGES	52,000
	203-463-702.25	REGULAR OVERTIME	1,000
	203-463-715.00	F.I.C.A. TAXES	4,000
	203-463-716.00	HEALTH/DENTAL INSURANCE	8,000
	203-463-718.00	RETIREMENT CONTRIBUTIONS	52,000
	203-463-720.00	WORKER'S COMPENSATION	1,500
	203-463-801.00	CONTRACTUAL/PROFESSIONAL SVC	30,000
	203-463-810.00	MOWING, LANDSCAPE AND TREES	40,000
	203-463-970.00	CAPITAL ITEMS	300,000
	203-464-702.00	SALARIES & WAGES	1,000
	203-464-715.00	F.I.C.A. TAXES	100
	203-464-716.00	HEALTH/DENTAL INSURANCE	100
	203-464-718.00	RETIREMENT CONTRIBUTIONS	1,000
	203-464-946.00	EQUIPMENT RENTAL	800

GL NUMBER	DESCRIPTION	Proposed Amended Budget
203-465-716.00	HEALTH/DENTAL INSURANCE	100
203-465-718.00	RETIREMENT CONTRIBUTIONS	1,000
203-468-801.00	CONTRACTUAL/PROFESSIONAL SVC	0
203-469-716.00	HEALTH/DENTAL INSURANCE	1,000
203-469-718.00	RETIREMENT CONTRIBUTIONS	4,000
203-473-801.00	CONTRACTUAL/PROFESSIONAL SVC	1,000
203-475-702.25	REGULAR OVERTIME	500
203-475-716.00	HEALTH/DENTAL INSURANCE	500
203-475-718.00	RETIREMENT CONTRIBUTIONS	2,300
203-475-801.00	CONTRACTUAL/PROFESSIONAL SVC	500
203-479-702.00	SALARIES & WAGES	3,600
203-479-702.25	REGULAR OVERTIME	3,500
203-479-716.00	HEALTH/DENTAL INSURANCE	2,200
203-479-718.00	RETIREMENT CONTRIBUTIONS	7,000
203-479-784.00	REPAIR MAINT SUPPLY	10,000
203-479-946.00	EQUIPMENT RENTAL	15,000
203-483-702.00	SALARIES & WAGES	40,000
203-483-715.00	F.I.C.A. TAXES	3,000
203-483-716.00	HEALTH/DENTAL INSURANCE	7,000
203-483-718.00	RETIREMENT CONTRIBUTIONS	17,000
203-483-806.00	LEGAL SERVICES	600
203-483-853.00	TELEPHONE	950
203-483-901.00	PRINTING & PUBLISHING	200
203-483-956.00	MISCELLANEOUS EXPENSE	1,500

Revenue 549,900 Expense 274,650
Amended Budget Overall Change in Fund Balance 316,650

Fund 210 - AMBLUANCE FUND

210-651-801.00		5000
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Revenue --- Expense 5,000
Amended Budget Overall Change in Fund Balance (5,000)

Fund 226 - SOLID WASTE

R	226-523-403.00	CURRENT TAXES	253,000
R	226-523-676.00	TRANSFER FROM OTHER FUNDS	35,000
R	226-523-676.11	TRANSFER FROM GENERAL FUND	35,000
	226-523-702.16	WAGES- SOLID WASTE	60,000
	226-523-702.17	WAGES- COMPOST	5,500
	226-523-715.00	F.I.C.A. TAXES	7,000
	226-523-716.00	HEALTH/DENTAL INSURANCE	12,000
	226-523-718.00	RETIREMENT CONTRIBUTIONS	85,500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
226-523-720.00	WORKER'S COMPENSATION	1,000
226-523-801.07	NUBOUR LANDFILL MAINTENANCE/SERVICES	55,000
226-523-811.00	TRASH REMOVAL	13,000
226-523-910.00	GENERAL INSURANCE COVERAGE	500
226-523-946.00	EQUIPMENT RENTAL	50,000

Revenue 79,920 Expense 130,000
Amended Budget Overall Change in Fund Balance (4,350)

Fund 240 - INDUSTRIAL/ECONOMIC DEVELOPMEN

R	240-261-540.00	STATE GRANT	170,000
R	240-261-695.00	MISCELLANEOUS INCOME	20,000
	240-261-702.00	SALARIES & WAGES	850
	240-261-715.00	F.I.C.A. TAXES	75
	240-261-718.00	RETIREMENT CONTRIBUTIONS	300
	240-261-801.00	CONTRACTUAL/PROFESSIONAL SVC	5,000
	240-261-810.00	MOWING, LANDSCAPE AND TREES	10,000
	240-261-901.00	PRINTING & PUBLISHING	500
	240-261-956.00	MISCELLANEOUS EXPENSE	5,000
	240-261-970.09	CAPITAL PROJECT - #4	170,000

Revenue 114,500 Expense 108,275
Amended Budget Overall Change in Fund Balance 6,675

Fund 242 - BROWNFIELD REDEVELOPMENT AUTHORITY

	242-261-801.00	CONTRACTUAL/PROFESSIONAL SVC	30,000
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Revenue --- Expense 30,000
Amended Budget Overall Change in Fund Balance (30,000)

Fund 243 - LDFA PROJECT

R	243-729-695.01	DONATION FROM GF FOR DEBT PAYMENT	52,500
	243-729-990.01	DEBT SERVICE	45,000
	243-729-995.00	INTEREST EXPENSE	7,500

Revenue 2,500 Expense 2,500
Amended Budget Overall No Change in Fund Balance

Fund 245 - DDA TIF PROJECT

R	245-850-573.00	LCSA - PPT REIMBURSEMENTS	0
R	245-850-676.00	TRANSFER FROM OTHER FUNDS	7,500
R	245-850-676.52	TRANSFER FROM ELECTRIC UTILITY	7,500
	245-700-702.00	SALARIES & WAGES	500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
245-700-715.00	F.I.C.A. TAXES	100
245-700-801.00	CONTRACTUAL/PROFESSIONAL SVC	2,500
245-850-702.00	SALARIES & WAGES	2,000
245-850-715.00	F.I.C.A. TAXES	150
245-850-718.00	RETIREMENT CONTRIBUTIONS	500
245-850-720.00	WORKER'S COMPENSATION	100
245-850-801.00	CONTRACTUAL/PROFESSIONAL SVC	3,000
245-850-880.00	COMMUNITY PROMOTION	1,000
245-850-880.03	BECKWITH PARK CONCERTS	5,000
245-850-931.05	FACADE INCENTIVE PROGRAM	0
245-850-946.00	EQUIPMENT RENTAL	1,500

Revenue (45,000) Expense (12,650)

Amended Budget Overall Change in Fund Balance 1,700

Fund 255 - REDEVELOPMENT & HOUSING

255-821-540.00	STATE GRANT	50,000
255-821-801.00	CONTRACTUAL SERVICES	50,000

Revenue 50,000 Expense 50,000

Amended Budget No Overall Change in Fund Balance

Fund 265 - MUNICIPAL FACILITIES/IMPROVEME

R	265-264-665.00	INTEREST INCOME	3,000
R	265-264-676.00	TRANSFER FROM OTHER FUNDS	75,000
	265-264-801.00	CONTRACTUAL/PROFESSIONAL SVC	5,000
	265-264-809.00	PEST CONTROL	500
	265-264-880.00	COMMUNITY PROMOTION	500
	265-264-910.00	GENERAL INSURANCE COVERAGE	500
	265-264-931.00	BUILDING MAINTENANCE	12,000
	265-264-970.00	CAPITAL ITEMS	75,000

Revenue 55,600 Expense 81,400

Amended Budget No Overall Change in Fund Balance

Fund 469 - BUILDING CONSTRUCTION FUND

469-273-970.00	CAPITAL ITEMS	150,000
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Revenue --- Expense 150,000

Amended Budget Overall Change in Fund Balance (150,000)

GL NUMBER	DESCRIPTION	Proposed Amended Budget
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Fund 495 - 2016 GO BOND CAPITAL IMPROVEMENTS

495-446-676.00	TRANSFER FROM OTHER FUNDS	77,500
495-446-995.00	INTEREST EXPENSE	6,000

Revenue 2,800 Expense 2,800
 Amended Budget Overall No Change in Fund Balance

Fund 499 - CAPITAL PROJECTS FUND

R	499-446-668.02	WATER TOWER RENT-WIRELESS ANTE	33,000
	499-446-965.00	TRANSFER TO OTHER FUNDS	33,000

Revenue 3,000 Expense 3,000
 Amended Budget Overall No Change in Fund Balance

Fund 582 - ELECTRIC UTILITY

R	582-440-659.00	LATE PAYMENT PENALTY	75,000
R	582-440-665.00	INTEREST INCOME	36,000
R	582-440-695.00	MISCELLANEOUS INCOME	97,000
	582-442-716.00	HEALTH/DENTAL INSURANCE	2,000
	582-442-718.00	RETIREMENT CONTRIBUTIONS	1,700
	582-442-720.00	WORKER'S COMPENSATION	1,000
	582-442-801.00	CONTRACTUAL/PROFESSIONAL SVC	15,000
	582-442-807.00	LINEMAN CHARGES	800,000
	582-442-954.00	FREIGHT	2,000
	582-442-984.00	LINE MAINTENANCE	20,000
	582-483-702.00	SALARIES & WAGES	205,000
	582-483-715.00	F.I.C.A. TAXES	16,000
	582-483-717.00	LIFE INSURANCE	15,000
	582-483-718.00	RETIREMENT CONTRIBUTIONS	100,000
	582-483-720.00	WORKER'S COMPENSATION	1,500
	582-483-725.00	PROPERTY TAXES	2,000
	582-483-730.00	POSTAGE	20,000
	582-483-740.00	OPERATING SUPPLIES	1,000
	582-483-801.00	CONTRACTUAL/PROFESSIONAL SVC	30,000
	582-483-806.00	LEGAL SERVICES	2,000
	582-483-910.00	GENERAL INSURANCE COVERAGE	5,000
	582-483-957.00	BANK FEES	27,000
	582-483-961.00	BAD DEBT EXPENSE	10,000
	582-487-995.00	INTEREST EXPENSE	12,000
	582-850-702.00	SALARIES & WAGES	40,000
	582-850-715.00	F.I.C.A. TAXES	3,000

GL NUMBER	DESCRIPTION	Proposed Amended Budget
582-850-716.00	HEALTH/DENTAL INSURANCE	3,200
582-850-718.00	RETIREMENT CONTRIBUTIONS	22,000
582-850-880.05	BUSINESS RECRUITMENT	85,000
582-850-901.00	PRINTING & PUBLISHING	
582-850-956.00	MISCELLANEOUS EXPENSE	
582-985-959.00	CONTRIBUTION TO COMPONENT UNIT	7,500
582-985-965.00	TRANSFER TO OTHER FUNDS	241,000

Revenue 124,000 Expense 776,900

Amended Budget Overall Change in Fund Balance (142,100)

Fund 588 - DIAL-A-RIDE TRANSPORTATION

R	588-959-403.00	CURRENT TAXES	83,500
R	588-959-569.00	STATE OPERATING ASSISTANCE	90,000
R	588-959-626.00	SERVICES RENDERED- FARES	22,000
R	588-959-676.00	TRANSFER FROM OTHER FUNDS	120,000
R	588-959-695.00	MISCELLANEOUS INCOME	
	588-959-702.05	ADMINISTRATIVE SALARIES	6,000
	588-959-715.00	F.I.C.A. TAXES	500
	588-959-740.00	OPERATING SUPPLIES	500
	588-959-751.00	GAS & DIESEL	25,000
	588-959-801.00	CONTRACTUAL/PROFESSIONAL SVC	2,000
	588-959-801.47	CONTRACTED TRANSIT SERVICES	270,000
	588-959-806.00	LEGAL SERVICES	500
	588-959-910.00	GENERAL INSURANCE COVERAGE	3,500

Revenue 100,750 Expense 131,400

Amended Budget Overall Change in Fund Balance (30,650)

Fund 590 - SEWER UTILITY

R	590-440-625.12	MONITORING/O & M FEE - SILVER CREEK	55,000
R	590-440-644.10	UTILITY SALES	1,400,000
R	590-440-644.14	CONTRACTUAL UTIL SALES-PRIOR YEAR RECON	65,000
R	590-440-659.00	LATE PAYMENT PENALTY	20,000
R	590-440-665.00	INTEREST INCOME	11,000
R	590-440-695.00	MISCELLANEOUS INCOME	4,000
	590-442-702.00	SALARIES & WAGES	50,000
	590-442-702.25	REGULAR OVERTIME	7,000
	590-442-715.00	F.I.C.A. TAXES	4,500
	590-442-718.00	RETIREMENT CONTRIBUTIONS	60,000
	590-442-740.05	SAFETY SUPPLIES	2,000
	590-442-783.00	CUSTOMER INSTALLATION	7,000
	590-442-783.50	SEWER RODDING REIMBURSEMENTS	5,000
	590-442-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
590-442-811.00	TRASH REMOVAL	500
590-442-812.00	MAINTENANCE CONTRACTS	500
590-442-920.00	UTILITIES	25,000
590-442-956.00	MISCELLANEOUS EXPENSE	1,500
590-443-702.00	SALARIES & WAGES	2,500
590-443-702.25	REGULAR OVERTIME	200
590-443-715.00	F.I.C.A. TAXES	200
590-443-716.00	HEALTH/DENTAL INSURANCE	500
590-443-718.00	RETIREMENT CONTRIBUTIONS	6,000
590-443-720.00	WORKER'S COMPENSATION	1,000
590-443-754.00	CHEMICALS	90,000
590-443-810.00	MOWING, LANDSCAPE AND TREES	10,000
590-443-811.00	TRASH REMOVAL	20,000
590-443-813.00	SOLIDS / SLUDGE	565,000
590-443-930.00	EQUIPMENT MAINTENANCE	25,000
590-443-954.00	FREIGHT	1,000
590-443-956.00	MISCELLANEOUS EXPENSE	1,500
590-483-702.00	SALARIES & WAGES	150,000
590-483-715.00	F.I.C.A. TAXES	12,000
590-483-718.00	RETIREMENT CONTRIBUTIONS	75,000
590-483-722.00	UNEMPLOYMENT COSTS	200
590-483-730.00	POSTAGE	20,000
590-483-873.00	TRAVEL & TRAINING	8,000
590-483-957.00	BANK FEES	27,000
590-483-965.00	TRANSFER TO OTHER FUNDS	20,000
590-536-702.00	SALARIES & WAGES	15,000
590-536-715.00	F.I.C.A. TAXES	1,200
590-536-801.00	CONTRACTUAL/PROFESSIONAL SVC	55,000
590-538-702.00	SALARIES & WAGES	1,500
590-538-702.30	WAGES- MAINT/REP- COLLECTION	3,700
590-538-702.35	MAINTENANCE OT	2,500
590-538-715.00	F.I.C.A. TAXES	1,300
590-538-716.00	HEALTH/DENTAL INSURANCE	4,000
590-538-718.00	RETIREMENT CONTRIBUTIONS	17,000
590-538-784.10	REPAIR MAINT SUPPLY	5,000
590-538-801.00	CONTRACTUAL/PROFESSIONAL SVC	10,000
590-538-946.00	EQUIPMENT RENTAL	10,000
590-539-702.00	SALARIES & WAGES	1,500
590-539-702.20	WAGES- MONITOR COLLECT. SYS	17,000
590-539-702.30	WAGES- MAINT/REP- COLLECTION	15,000
590-539-702.35	MAINTENANCE OT	15,000
590-539-715.00	F.I.C.A. TAXES	4,000
590-539-716.00	HEALTH/DENTAL INSURANCE	8,000
590-539-718.00	RETIREMENT CONTRIBUTIONS	48,000
590-539-784.10	REPAIR MAINT SUPPLY	5,000

GL NUMBER	DESCRIPTION	Proposed Amended Budget
590-539-801.00	CONTRACTUAL/PROFESSIONAL SVC	20,000
590-539-910.00	GENERAL INSURANCE COVERAGE	500
590-539-946.00	EQUIPMENT RENTAL	15,000

Revenue 186,500 Expense 514,000

Amended Budget Overall Change in Fund Balance (185,650)

Fund 591 - WATER UTILITY

R	591-440-665.00	INTEREST INCOME	15,000
R	591-440-695.00	MISCELLANEOUS INCOME	15,000
R	591-536-479.50	CCWS PERMITS	9,000
R	591-536-644.10	UTILITY SALES	75,000
	591-442-702.00	SALARIES & WAGES	80,000
	591-442-702.25	REGULAR OVERTIME	7,000
	591-442-715.00	F.I.C.A. TAXES	7,000
	591-442-718.00	RETIREMENT CONTRIBUTIONS	80,000
	591-442-801.00	CONTRACTUAL/PROFESSIONAL SVC	50,000
	591-442-810.00	MOWING, LANDSCAPE AND TREES	2,000
	591-442-811.00	TRASH REMOVAL	500
	591-442-812.00	MAINTENANCE CONTRACTS	500
	591-442-901.00	PRINTING & PUBLISHING	500
	591-442-937.00	STORAGE TANK MAINTENANCE	7,000
	591-444-716.00	HEALTH/DENTAL INSURANCE	100
	591-444-718.00	RETIREMENT CONTRIBUTIONS	3,000
	591-444-754.00	CHEMICALS	15,000
	591-444-809.00	PEST CONTROL	1,000
	591-444-813.00	SOLIDS / SLUDGE	200,000
	591-444-930.00	EQUIPMENT MAINTENANCE	5,000
	591-444-931.00	BUILDING MAINTENANCE	6,500
	591-444-946.00	EQUIPMENT RENTAL	5,000
	591-444-954.00	FREIGHT	80
	591-483-702.00	SALARIES & WAGES	137,000
	591-483-718.00	RETIREMENT CONTRIBUTIONS	70,000
	591-483-725.00	PROPERTY TAXES	1,000
	591-483-730.00	POSTAGE	17,000
	591-483-801.00	CONTRACTUAL/PROFESSIONAL SVC	25,000
	591-483-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	2,500
	591-483-806.00	LEGAL SERVICES	500
	591-483-811.00	TRASH REMOVAL	500
	591-483-812.00	MAINTENANCE CONTRACTS	500
	591-483-873.00	TRAVEL & TRAINING	11,000
	591-483-910.00	GENERAL INSURANCE COVERAGE	1,000
	591-483-957.00	BANK FEES	27,000
	591-483-965.00	TRANSFER TO OTHER FUNDS	5,000

GL NUMBER	DESCRIPTION	Proposed Amended Budget
591-536-702.30	WAGES- MAINT/REP- COLLECTION	25,000
591-536-702.35	MAINTENANCE OT	5,000
591-536-715.00	F.I.C.A. TAXES	4,000
591-536-716.00	HEALTH/DENTAL INSURANCE	5,500
591-536-718.00	RETIREMENT CONTRIBUTIONS	40,000
591-536-754.00	CHEMICALS	10,000
591-536-801.00	CONTRACTUAL/PROFESSIONAL SVC	115,000
591-536-813.00	CONTRACTUAL/PROFESSIONAL SVC	0
591-536-890.00	REMITTANCE TO OUTSIDE AGENCY	45,000
591-536-946.00	EQUIPMENT RENTAL	15,000
591-536-983.00	METERS	5,000

Revenue 36,800 Expense 500,980

Amended Budget Overall Change in Fund Balance (191,450)

Fund 661 - MOTOR POOL/EQUIPMENT

R	661-932-665.00	INTEREST INCOME	15,000
R	661-932-671.00	EQUIPMENT RENTAL	444,800
R	661-932-673.00	GAIN/LOSS OF SALE OF ASSET	30,000
R	661-932-676.61	OVERHEAD/EQUIPMENT REPL TRAN FROM GF	195,000
R	661-932-678.01	REIMBURSEMENT FROM OUTSIDE AGENCY	20,000
R	661-932-695.00	MISCELLANEOUS INCOME	25,000
	661-932-702.10	WAGES	30,000
	661-932-716.00	HEALTH/DENTAL INSURANCE	7,000
	661-932-716.25	RETIREE HEALTH INSURANCE PREMIUM	3,000
	661-932-718.00	RETIREMENT CONTRIBUTIONS	45,000
	661-932-720.00	WORKER'S COMPENSATION	500
	661-932-740.00	OPERATING SUPPLIES	8,000
	661-932-742.00	SMALL TOOLS	4,000
	661-932-801.00	CONTRACTUAL/PROFESSIONAL SVC	20,000
	661-932-910.00	GENERAL INSURANCE COVERAGE	1,500
	661-932-920.00	UTILITIES	4,000
	661-932-932.36	VEHICLE MAINT- FIRE	500
	661-932-954.00	FREIGHT	500

Revenue 337,550 Expense 14,500

Amended Budget Overall Change in Fund Balance 245,800

Fund 662 - COMPUTER REPLACEMENT FUND

R	662-932-671.00	EQUIPMENT RENTAL	139,950
	662-932-801.00	CONTRACTUAL/PROFESSIONAL SVC	75,000

Revenue 3,450 Expense 5,000

Amended Budget Overall Change in Fund Balance (8,300)

	GL NUMBER	DESCRIPTION	Proposed Amended Budget
Fund 101 - GENERAL FUND			
R	101-191-695.00	MISCELLANEOUS INCOME	2,300
R	101-208-695.00	MISCELLANEOUS INCOME	500
R	101-212-403.00	CURRENT TAXES	1,250,000
R	101-213-665.00	INTEREST INCOME	9,000
R	101-213-695.00	MISCELLANEOUS INCOME	120,000
R	101-216-452.00	LIQUOR LICENSE	7,000
R	101-298-576.00	LOCAL REVENUE SHARING	0
R	101-299-575.00	STATE REVENUE SHARING	850,000
R	101-299-575.01	STATE AID	415,000
R	101-301-695.00	MISCELLANEOUS INCOME	4,500
R	101-302-678.10	CCDET - REIMBURSEMENT	74,750
R	101-371-479.00	BUILDING PERMITS	39,000
R	101-371-479.30	PLUMBING PERMITS	8,500
R	101-371-479.40	OTHER FEES	4,000
R	101-371-626.31	CODE ENFORCEMENT FEES	55,000
R	101-537-668.10	AIRPORT RENT/LEASE PAYMENTS	52,000
R	101-804-696.10	DONATION- OTHER	100,000
R	101-985-676.00	TRANSFERS FROM OTHER FUNDS	33,000
	101-101-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	1,700
	101-101-873.00	TRAVEL & TRAINING	0
	101-101-956.00	MISCELLANEOUS EXPENSE	750
	101-101-956.02	EMPLOYEE/BOARD RECOGNITION	
	101-172-702.00	SALARIES & WAGES	33,000
	101-172-715.00	F.I.C.A. TAXES	2,500
	101-172-716.00	HEALTH/DENTAL INSURANCE	3,200
	101-172-717.00	LIFE INSURANCE	1,000
	101-172-718.00	RETIREMENT CONTRIBUTIONS	15,500
	101-172-728.00	OFFICE SUPPLIES	1,300
	101-172-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	2,500
	101-191-901.00	PRINTING & PUBLISHING	500
	101-191-954.00	FREIGHT	100
	101-201-718.00	RETIREMENT CONTRIBUTIONS	23,000
	101-201-804.00	ACCOUNTING FEES	15,000
	101-208-801.00	CONTRACTUAL/PROFESSIONAL SVC	1,000
	101-208-810.00	MOWING, LANDSCAPE AND TREES	0
	101-208-811.00	TRASH REMOVAL	700
	101-208-901.00	PRINTING & PUBLISHING	200
	101-208-920.00	UTILITIES	3,000
	101-208-934.00	SITE MAINTENANCE & IMPROVEMENT	30,000
	101-208-956.00	MISCELLANEOUS EXPENSE	5,000
	101-209-702.00	SALARIES & WAGES	5,000
	101-209-715.00	F.I.C.A. TAXES	500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
101-209-716.00	HEALTH/DENTAL INSURANCE	50
101-209-901.00	PRINTING & PUBLISHING	150
101-213-957.00	BANK FEES	500
101-263-730.00	POSTAGE	10,000
101-263-731.00	PHOTOCOPYING	4,700
101-263-812.00	MAINTENANCE CONTRACTS	1,000
101-263-931.00	BUILDING MAINTENANCE	15,000
101-263-970.00	CAPITAL ITEMS	25,000
101-265-702.00	SALARIES & WAGES	70,000
101-265-702.25	REGULAR OVERTIME	1,800
101-265-715.00	F.I.C.A. TAXES	5,500
101-265-716.00	HEALTH/DENTAL INSURANCE	11,000
101-265-718.00	RETIREMENT CONTRIBUTIONS	55,000
101-265-740.05	SAFETY SUPPLIES	1,000
101-265-742.00	SMALL TOOLS	500
101-265-810.00	MOWING, LANDSCAPE AND TREES	120,000
101-265-930.00	EQUIPMENT MAINTENANCE	1,000
101-265-934.00	SITE MAINTENANCE & IMPROVEMENT	4,000
101-265-946.00	EQUIPMENT RENTAL	10,000
101-265-965.61	OVERHEAD/EQUIP REPL TRAN TO MPE	25,500
101-265-974.20	CEMETERY/GROUNDS IMPROVEMENTS	0
101-301-701.99	POLICE ADMINISTRATIVE WAGES	75,000
101-301-702.00	SALARIES & WAGES	555,000
101-301-702.25	REGULAR OVERTIME	170,000
101-301-702.27	HOLIDAY TIME	31,000
101-301-702.61	MPE MAINTENANCE LABOR	1,000
101-301-715.00	F.I.C.A. TAXES	65,000
101-301-718.00	RETIREMENT CONTRIBUTIONS	325,000
101-301-720.00	WORKER'S COMPENSATION	10,000
101-301-740.00	OPERATING SUPPLIES	5,000
101-301-743.00	UNIFORMS & ACCESSORIES	7,500
101-301-751.00	GAS & DIESEL	25,000
101-301-801.00	CONTRACTUAL/PROFESSIONAL SVC	3,500
101-301-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	1,500
101-301-910.00	GENERAL INSURANCE COVERAGE	10,000
101-301-932.00	VEHICLE INSURANCE	8,500
101-301-947.00	VEHICLE LEASES	30,000
101-302-702.00	SALARIES & WAGES	30,000
101-302-702.25	REGULAR OVERTIME	2,000
101-302-702.27	HOLIDAY TIME	1,500
101-302-702.29	COURT OVERTIME	100
101-302-715.00	F.I.C.A. TAXES	2,500
101-302-716.00	HEALTH/DENTAL INSURANCE	9,000
101-302-717.00	LIFE INSURANCE	500
101-302-718.00	RETIREMENT CONTRIBUTIONS	11,000

GL NUMBER	DESCRIPTION	Proposed Amended Budget
101-302-720.00	WORKER'S COMPENSATION	1,000
101-302-853.00	TELEPHONE	9,000
101-302-910.00	GENERAL INSURANCE COVERAGE	2,000
101-302-933.00	VEHICLE MAINTENANCE	1,000
101-316-702.00	SALARIES & WAGES	10,500
101-316-715.00	F.I.C.A. TAXES	1,000
101-316-720.00	WORKER'S COMPENSATION	100
101-336-702.00	SALARIES & WAGES	255,000
101-336-702.25	REGULAR OVERTIME	10,000
101-336-702.27	HOLIDAY TIME	0
101-336-703.25	PTOCFF COVERAGE	30,000
101-336-715.00	F.I.C.A. TAXES	25,000
101-336-718.00	RETIREMENT CONTRIBUTIONS	125,000
101-336-720.00	WORKER'S COMPENSATION	2,500
101-336-740.00	OPERATING SUPPLIES	3,500
101-336-751.00	GAS & OIL	7,000
101-336-801.00	CONTRACTUAL/PROFESSIONAL SVC	10,000
101-336-802.00	ARCHITECTURAL DESIGN/ENGIN	10,000
101-336-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	100
101-336-810.00	MOWING, LANDSCAPE AND TREES	0
101-336-873.50	FIRE CLASS TRAINING EXPENSES	500
101-336-920.00	UTILITIES	12,000
101-336-933.00	VEHICLE MAINTENANCE	5,000
101-336-946.00	EQUIPMENT RENTAL	9,000
101-371-702.00	SALARIES & WAGES	37,000
101-371-715.00	F.I.C.A. TAXES	2,800
101-371-716.00	HEALTH/DENTAL INSURANCE	150
101-371-718.00	RETIREMENT CONTRIBUTIONS	5,000
101-371-720.00	WORKER'S COMPENSATION	500
101-371-728.00	OFFICE SUPPLIES	500
101-371-801.00	CONTRACTUAL/PROFESSIONAL SVC	1,000
101-371-801.06	CONTRACTUAL SERVICES-CODE ENFORCEMENT	45,000
101-371-801.11	CONTRACTUAL-ELECTRICAL INSPECTIONS	25,000
101-371-810.00	MOWING, LANDSCAPE AND TREES	1,000
101-371-873.00	TRAVEL & TRAINING	1,000
101-371-946.00	EQUIPMENT RENTAL	250
101-371-961.00	BAD DEBT EXPENSE	25,000
101-448-702.00	SALARIES & WAGES	3,000
101-448-715.00	F.I.C.A. TAXES	250
101-448-716.00	HEALTH/DENTAL INSURANCE	1,100
101-448-718.00	RETIREMENT CONTRIBUTIONS	2,500
101-448-801.00	CONTRACTUAL/PROFESSIONAL SVC	2,000
101-448-934.00	SITE MAINTENANCE & IMPROVEMENT	1,000
101-448-970.00	CAPITAL ITEMS	50,000
101-487-995.00	INTEREST EXPENSE	0

GL NUMBER	DESCRIPTION	Proposed Amended Budget
101-537-716.00	HEALTH/DENTAL INSURANCE	100
101-537-718.00	RETIREMENT CONTRIBUTIONS	1,100
101-537-740.00	OPERATING SUPPLIES	1,200
101-537-751.00	GAS & DIESEL	300
101-537-806.00	LEGAL SERVICES	1,500
101-537-910.00	GENERAL INSURANCE COVERAGE	1,500
101-537-931.00	BUILDING MAINTENANCE	1,000
101-537-946.00	EQUIPMENT RENTAL	650
101-537-970.00	CAPITAL ITEMS	25,000
101-804-702.00	SALARIES & WAGES	63,500
101-804-715.00	F.I.C.A. TAXES	5,000
101-804-716.00	HEALTH/DENTAL INSURANCE	500
101-804-717.00	LIFE INSURANCE	500
101-804-718.00	RETIREMENT CONTRIBUTIONS	22,000
101-804-801.00	CONTRACTUAL/PROFESSIONAL SVC	3,500
101-804-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	700
101-804-806.00	LEGAL SERVICES	1,500
101-804-810.00	MOWING, LANDSCAPE AND TREES	2,000
101-804-873.00	TRAVEL & TRAINING	500
101-804-956.00	MISCELLANEOUS EXPENSE	25,000
101-804-970.00	CAPITAL ITEMS	275,000
101-941-969.00	PAYMENT IN LEIU OF TAXES	52,500
101-985-959.00	CONTRIBUTION TO COMPONENT UNIT	77,500
101-985-965.00	TRANSFER TO OTHER FUNDS	115,000

Revenue 623,942 Expense 880,965

Amended Budget Overall Change in Fund Balance (137,620)

Fund 202 - MAJOR STREETS

R	202-476-665.00	INTEREST INCOME	5,000
	202-446-995.00	INTEREST EXPENSE	5,100
	202-448-970.00	CAPITAL ITEMS	25,000
	202-463-702.25	REGULAR OVERTIME	150
	202-463-716.00	HEALTH/DENTAL INSURANCE	2,000
	202-463-718.00	RETIREMENT CONTRIBUTIONS	16,000
	202-463-720.00	WORKER'S COMPENSATION	600
	202-463-784.00	REPAIR MAINT SUPPLY	3,000
	202-463-810.00	MOWING, LANDSCAPE AND TREES	30,000
	202-469-702.00	SALARIES & WAGES	3,000
	202-469-716.00	HEALTH/DENTAL INSURANCE	600
	202-469-718.00	RETIREMENT CONTRIBUTIONS	2,700
	202-469-946.00	EQUIPMENT RENTAL	5,000
	202-475-702.00	SALARIES & WAGES	2,500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
202-475-715.00	F.I.C.A. TAXES	200
202-475-716.00	HEALTH/DENTAL INSURANCE	500
202-475-717.00	LIFE INSURANCE	100
202-475-718.00	RETIREMENT CONTRIBUTIONS	2,700
202-475-801.00	CONTRACTUAL/PROFESSIONAL SVC	20,000
202-475-946.00	EQUIPMENT RENTAL	1,000
202-479-702.25	REGULAR OVERTIME	4,500
202-479-715.00	F.I.C.A. TAXES	600
202-479-716.00	HEALTH/DENTAL INSURANCE	1,500
202-479-718.00	RETIREMENT CONTRIBUTIONS	7,500
202-479-784.00	REPAIR MAINT SUPPLY	12,000
202-483-702.00	SALARIES & WAGES	40,000
202-483-715.00	F.I.C.A. TAXES	3,000
202-483-716.00	HEALTH/DENTAL INSURANCE	6,500
202-483-718.00	RETIREMENT CONTRIBUTIONS	17,000
202-483-784.00	REPAIR MAINT SUPPLY	100
202-483-801.00	CONTRACTUAL/PROFESSIONAL SVC	500
202-486-716.00	HEALTH/DENTAL INSURANCE	300
202-486-718.00	RETIREMENT CONTRIBUTIONS	2,500
202-486-783.51	SNOW & ICE CONTROL M-51	7,000
202-486-783.62	SNOW & ICE CONTROL M-62	7,000
202-486-946.00	EQUIPMENT RENTAL	10,000

Revenue 4,900 Expense 118,875

Amended Budget Overall Change in Fund Balance 28,600

Fund 203 - LOCAL STREETS

R	203-476-540.00	State grant	300,000
R	203-476-695.00	MISCELLANEOUS INCOME	250,000
	203-463-702.00	SALARIES & WAGES	52,000
	203-463-702.25	REGULAR OVERTIME	1,000
	203-463-715.00	F.I.C.A. TAXES	4,000
	203-463-716.00	HEALTH/DENTAL INSURANCE	8,000
	203-463-718.00	RETIREMENT CONTRIBUTIONS	52,000
	203-463-720.00	WORKER'S COMPENSATION	1,500
	203-463-801.00	CONTRACTUAL/PROFESSIONAL SVC	30,000
	203-463-810.00	MOWING, LANDSCAPE AND TREES	40,000
	203-463-970.00	CAPITAL ITEMS	300,000
	203-464-702.00	SALARIES & WAGES	1,000
	203-464-715.00	F.I.C.A. TAXES	100
	203-464-716.00	HEALTH/DENTAL INSURANCE	100
	203-464-718.00	RETIREMENT CONTRIBUTIONS	1,000
	203-464-946.00	EQUIPMENT RENTAL	800

GL NUMBER	DESCRIPTION	Proposed Amended Budget
203-465-716.00	HEALTH/DENTAL INSURANCE	100
203-465-718.00	RETIREMENT CONTRIBUTIONS	1,000
203-468-801.00	CONTRACTUAL/PROFESSIONAL SVC	0
203-469-716.00	HEALTH/DENTAL INSURANCE	1,000
203-469-718.00	RETIREMENT CONTRIBUTIONS	4,000
203-473-801.00	CONTRACTUAL/PROFESSIONAL SVC	1,000
203-475-702.25	REGULAR OVERTIME	500
203-475-716.00	HEALTH/DENTAL INSURANCE	500
203-475-718.00	RETIREMENT CONTRIBUTIONS	2,300
203-475-801.00	CONTRACTUAL/PROFESSIONAL SVC	500
203-479-702.00	SALARIES & WAGES	3,600
203-479-702.25	REGULAR OVERTIME	3,500
203-479-716.00	HEALTH/DENTAL INSURANCE	2,200
203-479-718.00	RETIREMENT CONTRIBUTIONS	7,000
203-479-784.00	REPAIR MAINT SUPPLY	10,000
203-479-946.00	EQUIPMENT RENTAL	15,000
203-483-702.00	SALARIES & WAGES	40,000
203-483-715.00	F.I.C.A. TAXES	3,000
203-483-716.00	HEALTH/DENTAL INSURANCE	7,000
203-483-718.00	RETIREMENT CONTRIBUTIONS	17,000
203-483-806.00	LEGAL SERVICES	600
203-483-853.00	TELEPHONE	950
203-483-901.00	PRINTING & PUBLISHING	200
203-483-956.00	MISCELLANEOUS EXPENSE	1,500

Revenue 549,900 Expense 274,650
Amended Budget Overall Change in Fund Balance 316,650

Fund 210 - AMBLUANCE FUND

210-651-801.00	5000
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Revenue --- Expense 5,000
Amended Budget Overall Change in Fund Balance (5,000)

Fund 226 - SOLID WASTE

R	226-523-403.00	CURRENT TAXES	253,000
R	226-523-676.00	TRANSFER FROM OTHER FUNDS	35,000
R	226-523-676.11	TRANSFER FROM GENERAL FUND	35,000
	226-523-702.16	WAGES- SOLID WASTE	60,000
	226-523-702.17	WAGES- COMPOST	5,500
	226-523-715.00	F.I.C.A. TAXES	7,000
	226-523-716.00	HEALTH/DENTAL INSURANCE	12,000
	226-523-718.00	RETIREMENT CONTRIBUTIONS	85,500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
226-523-720.00	WORKER'S COMPENSATION	1,000
226-523-801.07	NUBOUR LANDFILL MAINTENANCE/SERVICES	55,000
226-523-811.00	TRASH REMOVAL	13,000
226-523-910.00	GENERAL INSURANCE COVERAGE	500
226-523-946.00	EQUIPMENT RENTAL	50,000

Revenue 79,920 Expense 130,000
Amended Budget Overall Change in Fund Balance (4,350)

Fund 240 - INDUSTRIAL/ECONOMIC DEVELOPMEN

R	240-261-540.00	STATE GRANT	170,000
R	240-261-695.00	MISCELLANEOUS INCOME	20,000
	240-261-702.00	SALARIES & WAGES	850
	240-261-715.00	F.I.C.A. TAXES	75
	240-261-718.00	RETIREMENT CONTRIBUTIONS	300
	240-261-801.00	CONTRACTUAL/PROFESSIONAL SVC	5,000
	240-261-810.00	MOWING, LANDSCAPE AND TREES	10,000
	240-261-901.00	PRINTING & PUBLISHING	500
	240-261-956.00	MISCELLANEOUS EXPENSE	5,000
	240-261-970.09	CAPITAL PROJECT - #4	170,000

Revenue 114,500 Expense 108,275
Amended Budget Overall Change in Fund Balance 6,675

Fund 242 - BROWNFIELD REDEVELOPMENT AUTHORITY

	242-261-801.00	CONTRACTUAL/PROFESSIONAL SVC	30,000
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Revenue --- Expense 30,000
Amended Budget Overall Change in Fund Balance (30,000)

Fund 243 - LDFA PROJECT

R	243-729-695.01	DONATION FROM GF FOR DEBT PAYMENT	52,500
	243-729-990.01	DEBT SERVICE	45,000
	243-729-995.00	INTEREST EXPENSE	7,500

Revenue 2,500 Expense 2,500
Amended Budget Overall No Change in Fund Balance

Fund 245 - DDA TIF PROJECT

R	245-850-573.00	LCSA - PPT REIMBURSEMENTS	0
R	245-850-676.00	TRANSFER FROM OTHER FUNDS	7,500
R	245-850-676.52	TRANSFER FROM ELECTRIC UTILITY	7,500
	245-700-702.00	SALARIES & WAGES	500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
245-700-715.00	F.I.C.A. TAXES	100
245-700-801.00	CONTRACTUAL/PROFESSIONAL SVC	2,500
245-850-702.00	SALARIES & WAGES	2,000
245-850-715.00	F.I.C.A. TAXES	150
245-850-718.00	RETIREMENT CONTRIBUTIONS	500
245-850-720.00	WORKER'S COMPENSATION	100
245-850-801.00	CONTRACTUAL/PROFESSIONAL SVC	3,000
245-850-880.00	COMMUNITY PROMOTION	1,000
245-850-880.03	BECKWITH PARK CONCERTS	5,000
245-850-931.05	FACADE INCENTIVE PROGRAM	0
245-850-946.00	EQUIPMENT RENTAL	1,500

Revenue (45,000) Expense (12,650)

Amended Budget Overall Change in Fund Balance 1,700

Fund 255 - REDEVELOPMENT & HOUSING

255-821-540.00	STATE GRANT	50,000
255-821-801.00	CONTRACTUAL SERVICES	50,000

Revenue 50,000 Expense 50,000

Amended Budget No Overall Change in Fund Balance

Fund 265 - MUNICIPAL FACILITIES/IMPROVEME

R	265-264-665.00	INTEREST INCOME	3,000
R	265-264-676.00	TRANSFER FROM OTHER FUNDS	75,000
	265-264-801.00	CONTRACTUAL/PROFESSIONAL SVC	5,000
	265-264-809.00	PEST CONTROL	500
	265-264-880.00	COMMUNITY PROMOTION	500
	265-264-910.00	GENERAL INSURANCE COVERAGE	500
	265-264-931.00	BUILDING MAINTENANCE	12,000
	265-264-970.00	CAPITAL ITEMS	75,000

Revenue 55,600 Expense 81,400

Amended Budget No Overall Change in Fund Balance

Fund 469 - BUILDING CONSTRUCTION FUND

469-273-970.00	CAPITAL ITEMS	150,000
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Revenue --- Expense 150,000

Amended Budget Overall Change in Fund Balance (150,000)

GL NUMBER	DESCRIPTION	Proposed Amended Budget
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Fund 495 - 2016 GO BOND CAPITAL IMPROVEMENTS

495-446-676.00	TRANSFER FROM OTHER FUNDS	77,500
495-446-995.00	INTEREST EXPENSE	6,000

Revenue 2,800 Expense 2,800
 Amended Budget Overall No Change in Fund Balance

Fund 499 - CAPITAL PROJECTS FUND

R 499-446-668.02	WATER TOWER RENT-WIRELESS ANTE	33,000
499-446-965.00	TRANSFER TO OTHER FUNDS	33,000

Revenue 3,000 Expense 3,000
 Amended Budget Overall No Change in Fund Balance

Fund 582 - ELECTRIC UTILITY

R 582-440-659.00	LATE PAYMENT PENALTY	75,000
R 582-440-665.00	INTEREST INCOME	36,000
R 582-440-695.00	MISCELLANEOUS INCOME	97,000
582-442-716.00	HEALTH/DENTAL INSURANCE	2,000
582-442-718.00	RETIREMENT CONTRIBUTIONS	1,700
582-442-720.00	WORKER'S COMPENSATION	1,000
582-442-801.00	CONTRACTUAL/PROFESSIONAL SVC	15,000
582-442-807.00	LINEMAN CHARGES	800,000
582-442-954.00	FREIGHT	2,000
582-442-984.00	LINE MAINTENANCE	20,000
582-483-702.00	SALARIES & WAGES	205,000
582-483-715.00	F.I.C.A. TAXES	16,000
582-483-717.00	LIFE INSURANCE	15,000
582-483-718.00	RETIREMENT CONTRIBUTIONS	100,000
582-483-720.00	WORKER'S COMPENSATION	1,500
582-483-725.00	PROPERTY TAXES	2,000
582-483-730.00	POSTAGE	20,000
582-483-740.00	OPERATING SUPPLIES	1,000
582-483-801.00	CONTRACTUAL/PROFESSIONAL SVC	30,000
582-483-806.00	LEGAL SERVICES	2,000
582-483-910.00	GENERAL INSURANCE COVERAGE	5,000
582-483-957.00	BANK FEES	27,000
582-483-961.00	BAD DEBT EXPENSE	10,000
582-487-995.00	INTEREST EXPENSE	12,000
582-850-702.00	SALARIES & WAGES	40,000
582-850-715.00	F.I.C.A. TAXES	3,000

GL NUMBER	DESCRIPTION	Proposed Amended Budget
582-850-716.00	HEALTH/DENTAL INSURANCE	3,200
582-850-718.00	RETIREMENT CONTRIBUTIONS	22,000
582-850-880.05	BUSINESS RECRUITMENT	85,000
582-850-901.00	PRINTING & PUBLISHING	
582-850-956.00	MISCELLANEOUS EXPENSE	
582-985-959.00	CONTRIBUTION TO COMPONENT UNIT	7,500
582-985-965.00	TRANSFER TO OTHER FUNDS	241,000

Revenue 124,000 Expense 776,900

Amended Budget Overall Change in Fund Balance (142,100)

Fund 588 - DIAL-A-RIDE TRANSPORTATION

R	588-959-403.00	CURRENT TAXES	83,500
R	588-959-569.00	STATE OPERATING ASSISTANCE	90,000
R	588-959-626.00	SERVICES RENDERED- FARES	22,000
R	588-959-676.00	TRANSFER FROM OTHER FUNDS	120,000
R	588-959-695.00	MISCELLANEOUS INCOME	
	588-959-702.05	ADMINISTRATIVE SALARIES	6,000
	588-959-715.00	F.I.C.A. TAXES	500
	588-959-740.00	OPERATING SUPPLIES	500
	588-959-751.00	GAS & DIESEL	25,000
	588-959-801.00	CONTRACTUAL/PROFESSIONAL SVC	2,000
	588-959-801.47	CONTRACTED TRANSIT SERVICES	270,000
	588-959-806.00	LEGAL SERVICES	500
	588-959-910.00	GENERAL INSURANCE COVERAGE	3,500

Revenue 100,750 Expense 131,400

Amended Budget Overall Change in Fund Balance (30,650)

Fund 590 - SEWER UTILITY

R	590-440-625.12	MONITORING/O & M FEE - SILVER CREEK	55,000
R	590-440-644.10	UTILITY SALES	1,400,000
R	590-440-644.14	CONTRACTUAL UTIL SALES-PRIOR YEAR RECON	65,000
R	590-440-659.00	LATE PAYMENT PENALTY	20,000
R	590-440-665.00	INTEREST INCOME	11,000
R	590-440-695.00	MISCELLANEOUS INCOME	4,000
	590-442-702.00	SALARIES & WAGES	50,000
	590-442-702.25	REGULAR OVERTIME	7,000
	590-442-715.00	F.I.C.A. TAXES	4,500
	590-442-718.00	RETIREMENT CONTRIBUTIONS	60,000
	590-442-740.05	SAFETY SUPPLIES	2,000
	590-442-783.00	CUSTOMER INSTALLATION	7,000
	590-442-783.50	SEWER RODDING REIMBURSEMENTS	5,000
	590-442-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	500

GL NUMBER	DESCRIPTION	Proposed Amended Budget
590-442-811.00	TRASH REMOVAL	500
590-442-812.00	MAINTENANCE CONTRACTS	500
590-442-920.00	UTILITIES	25,000
590-442-956.00	MISCELLANEOUS EXPENSE	1,500
590-443-702.00	SALARIES & WAGES	2,500
590-443-702.25	REGULAR OVERTIME	200
590-443-715.00	F.I.C.A. TAXES	200
590-443-716.00	HEALTH/DENTAL INSURANCE	500
590-443-718.00	RETIREMENT CONTRIBUTIONS	6,000
590-443-720.00	WORKER'S COMPENSATION	1,000
590-443-754.00	CHEMICALS	90,000
590-443-810.00	MOWING, LANDSCAPE AND TREES	10,000
590-443-811.00	TRASH REMOVAL	20,000
590-443-813.00	SOLIDS / SLUDGE	565,000
590-443-930.00	EQUIPMENT MAINTENANCE	25,000
590-443-954.00	FREIGHT	1,000
590-443-956.00	MISCELLANEOUS EXPENSE	1,500
590-483-702.00	SALARIES & WAGES	150,000
590-483-715.00	F.I.C.A. TAXES	12,000
590-483-718.00	RETIREMENT CONTRIBUTIONS	75,000
590-483-722.00	UNEMPLOYMENT COSTS	200
590-483-730.00	POSTAGE	20,000
590-483-873.00	TRAVEL & TRAINING	8,000
590-483-957.00	BANK FEES	27,000
590-483-965.00	TRANSFER TO OTHER FUNDS	20,000
590-536-702.00	SALARIES & WAGES	15,000
590-536-715.00	F.I.C.A. TAXES	1,200
590-536-801.00	CONTRACTUAL/PROFESSIONAL SVC	55,000
590-538-702.00	SALARIES & WAGES	1,500
590-538-702.30	WAGES- MAINT/REP- COLLECTION	3,700
590-538-702.35	MAINTENANCE OT	2,500
590-538-715.00	F.I.C.A. TAXES	1,300
590-538-716.00	HEALTH/DENTAL INSURANCE	4,000
590-538-718.00	RETIREMENT CONTRIBUTIONS	17,000
590-538-784.10	REPAIR MAINT SUPPLY	5,000
590-538-801.00	CONTRACTUAL/PROFESSIONAL SVC	10,000
590-538-946.00	EQUIPMENT RENTAL	10,000
590-539-702.00	SALARIES & WAGES	1,500
590-539-702.20	WAGES- MONITOR COLLECT. SYS	17,000
590-539-702.30	WAGES- MAINT/REP- COLLECTION	15,000
590-539-702.35	MAINTENANCE OT	15,000
590-539-715.00	F.I.C.A. TAXES	4,000
590-539-716.00	HEALTH/DENTAL INSURANCE	8,000
590-539-718.00	RETIREMENT CONTRIBUTIONS	48,000
590-539-784.10	REPAIR MAINT SUPPLY	5,000

GL NUMBER	DESCRIPTION	Proposed Amended Budget
590-539-801.00	CONTRACTUAL/PROFESSIONAL SVC	20,000
590-539-910.00	GENERAL INSURANCE COVERAGE	500
590-539-946.00	EQUIPMENT RENTAL	15,000

Revenue 186,500 Expense 514,000

Amended Budget Overall Change in Fund Balance (185,650)

Fund 591 - WATER UTILITY

R	591-440-665.00	INTEREST INCOME	15,000
R	591-440-695.00	MISCELLANEOUS INCOME	15,000
R	591-536-479.50	CCWS PERMITS	9,000
R	591-536-644.10	UTILITY SALES	75,000
	591-442-702.00	SALARIES & WAGES	80,000
	591-442-702.25	REGULAR OVERTIME	7,000
	591-442-715.00	F.I.C.A. TAXES	7,000
	591-442-718.00	RETIREMENT CONTRIBUTIONS	80,000
	591-442-801.00	CONTRACTUAL/PROFESSIONAL SVC	50,000
	591-442-810.00	MOWING, LANDSCAPE AND TREES	2,000
	591-442-811.00	TRASH REMOVAL	500
	591-442-812.00	MAINTENANCE CONTRACTS	500
	591-442-901.00	PRINTING & PUBLISHING	500
	591-442-937.00	STORAGE TANK MAINTENANCE	7,000
	591-444-716.00	HEALTH/DENTAL INSURANCE	100
	591-444-718.00	RETIREMENT CONTRIBUTIONS	3,000
	591-444-754.00	CHEMICALS	15,000
	591-444-809.00	PEST CONTROL	1,000
	591-444-813.00	SOLIDS / SLUDGE	200,000
	591-444-930.00	EQUIPMENT MAINTENANCE	5,000
	591-444-931.00	BUILDING MAINTENANCE	6,500
	591-444-946.00	EQUIPMENT RENTAL	5,000
	591-444-954.00	FREIGHT	80
	591-483-702.00	SALARIES & WAGES	137,000
	591-483-718.00	RETIREMENT CONTRIBUTIONS	70,000
	591-483-725.00	PROPERTY TAXES	1,000
	591-483-730.00	POSTAGE	17,000
	591-483-801.00	CONTRACTUAL/PROFESSIONAL SVC	25,000
	591-483-805.00	DUES, MEMBERSHIPS, SUBSCRIPTIONS	2,500
	591-483-806.00	LEGAL SERVICES	500
	591-483-811.00	TRASH REMOVAL	500
	591-483-812.00	MAINTENANCE CONTRACTS	500
	591-483-873.00	TRAVEL & TRAINING	11,000
	591-483-910.00	GENERAL INSURANCE COVERAGE	1,000
	591-483-957.00	BANK FEES	27,000
	591-483-965.00	TRANSFER TO OTHER FUNDS	5,000

GL NUMBER	DESCRIPTION	Proposed Amended Budget
591-536-702.30	WAGES- MAINT/REP- COLLECTION	25,000
591-536-702.35	MAINTENANCE OT	5,000
591-536-715.00	F.I.C.A. TAXES	4,000
591-536-716.00	HEALTH/DENTAL INSURANCE	5,500
591-536-718.00	RETIREMENT CONTRIBUTIONS	40,000
591-536-754.00	CHEMICALS	10,000
591-536-801.00	CONTRACTUAL/PROFESSIONAL SVC	115,000
591-536-813.00	CONTRACTUAL/PROFESSIONAL SVC	0
591-536-890.00	REMITTANCE TO OUTSIDE AGENCY	45,000
591-536-946.00	EQUIPMENT RENTAL	15,000
591-536-983.00	METERS	5,000

Revenue 36,800 Expense 500,980

Amended Budget Overall Change in Fund Balance (191,450)

Fund 661 - MOTOR POOL/EQUIPMENT

R	661-932-665.00	INTEREST INCOME	15,000
R	661-932-671.00	EQUIPMENT RENTAL	444,800
R	661-932-673.00	GAIN/LOSS OF SALE OF ASSET	30,000
R	661-932-676.61	OVERHEAD/EQUIPMENT REPL TRAN FROM GF	195,000
R	661-932-678.01	REIMBURSEMENT FROM OUTSIDE AGENCY	20,000
R	661-932-695.00	MISCELLANEOUS INCOME	25,000
	661-932-702.10	WAGES	30,000
	661-932-716.00	HEALTH/DENTAL INSURANCE	7,000
	661-932-716.25	RETIREE HEALTH INSURANCE PREMIUM	3,000
	661-932-718.00	RETIREMENT CONTRIBUTIONS	45,000
	661-932-720.00	WORKER'S COMPENSATION	500
	661-932-740.00	OPERATING SUPPLIES	8,000
	661-932-742.00	SMALL TOOLS	4,000
	661-932-801.00	CONTRACTUAL/PROFESSIONAL SVC	20,000
	661-932-910.00	GENERAL INSURANCE COVERAGE	1,500
	661-932-920.00	UTILITIES	4,000
	661-932-932.36	VEHICLE MAINT- FIRE	500
	661-932-954.00	FREIGHT	500

Revenue 337,550 Expense 14,500

Amended Budget Overall Change in Fund Balance 245,800

Fund 662 - COMPUTER REPLACEMENT FUND

R	662-932-671.00	EQUIPMENT RENTAL	139,950
	662-932-801.00	CONTRACTUAL/PROFESSIONAL SVC	75,000

Revenue 3,450 Expense 5,000

Amended Budget Overall Change in Fund Balance (8,300)

Councilmember _____ and moved the adoption of the following resolution;
seconded by _____.

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve the following invoices and payroll.

Bill Sheet:	09/21/23
ACH	\$253,134.87
Checks	\$375,414.77
EFT	\$587,831.47
TAXES	\$3,182.91
Total	\$1,216,381.11

	09/17/23	9/13/2023	9/21/2023
Payroll	\$ 113,920.97	\$3,412.50	\$1,629.85
Total	\$1,335,344.43		

BE IT RESOLVED that the City Manager and City Treasurer are hereby authorized and directed to pay the following bills and payroll due:

PAYROLL	BILLS	TOTAL
\$118,963.32	\$1,216,381.11	\$1,335,344.43

ADOPT on a roll call vote.

- Ayes: 0
- Nays: 0
- Absent: 0
- Abstain: 0

Patricia Patano, City Clerk
Certified to be a true and correct copy

ACH

CHECK REGISTER FOR CITY OF DOWAGIAC
 CHECK DATE FROM 09/21/2023 - 09/21/2023

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN OPERATIONS BANK						
09/21/2023	GEN	1554 (A)	838	ABSOPURE WATER COMPANY	DPS - CHESTNUT ST - COOLER DPS CHESTNUT ST - WATER BOTTLES/ DEPOS	8.48 ✓ 47.50 ✓ <u>55.98</u>
09/21/2023	GEN	1555 (A)	8906	AIRGAS GREAT LAKES	WELDING SUPPLIES FY 22-23 AUGUST	160.60 ✓
09/21/2023	GEN	1556 (A)	9375	BARTON GROUP, THE	ECONOMIC DEVELOPMENT SERVICES - AUGUST PRECONSTRUCTION SERVICES FOR SEPTEMBER FIRE STATION 302 WOLF ASBESTOS AND LEAD	5,000.00 ✓ 2,000.00 ✓ 1,650.00 ✓ <u>8,650.00</u>
09/21/2023	GEN	1557 (A)	9539	ENTERPRISE FLEET MANAGEMENT TRUST	CUSTOMER #604459 - PD - 22 FORD ESCAPE CUSTOMER #604459 - PD - 22 FORD ESCAPE	2,573.13 ✓ 2,573.13 ✓ <u>5,146.26</u>
09/21/2023	GEN	1558 (A)	9599	FAB TECH WASTEWATER SOLUTIONS, LLC	WWTP - PRIMARY CLARIFIER PARTS	24,241.85 ✓
09/21/2023	GEN	1559 (A)	9084	FIRST ADVANTAGE LNS OCC HEALTH	DRUG TESTING - JEWELL	318.67 ✓
09/21/2023	GEN	1560 (A)	9492	FISHBECK	PROFESSIONAL SERVICES RENDERED THRU 05/ PROFESSIONAL SERVICES RENDERED THRU 08	1,168.25 ✓ 848.00 ✓ <u>2,016.25</u>
09/21/2023	GEN	1561 (A)	9575	GUARDIAN	OCTOBER 2023 - VISION, DENTAL, STD, AD	2,488.36 ✓
09/21/2023	GEN	1562 (A)	0080	HALE'S HARDWARE, INC	CCWS - PARTS/TOOLS FOR HANGING/STORING WWTP- MOSQUITO TRAP POTTING SOIL FOR DOWNTOWN COMPOST SITE - .5" MESH FOR TOPSOIL SCR	8.32 ✓ 91.17 ✓ 46.52 ✓ 27.15 ✓ <u>173.16</u>
09/21/2023	GEN	1563 (A)	9601	HAUNT OF HOUNDS	COMMUNITY WIDE ADVERTISEMENT - MEDIA SE	4,000.00 ✓
09/21/2023	GEN	1564 (A)	0968	ITRON, INC	CCWS - ANNUAL HW/SW MAINTENANCE 9/23-8/ CCWS - HOSTING SERVICES 9/1/23 - 8/31/2	1,560.62 ✓ 20,326.69 ✓ <u>21,887.31</u>
09/21/2023	GEN	1565 (A)	9559	LEXIS NEXIS COPLOGIC SOLUTIONS INC	E CITATION SOFTWARE	715.00 ✓
09/21/2023	GEN	1566 (A)	9589	MCCLOUD SERVICES	ENVIRONMENTAL & SAFETY SURCHARGES FOR C	81.49 ✓
09/21/2023	GEN	1567 (A)	8595	MICHIGAN PUBLIC POWER AGENCY	ENERGY EFF SVC COMM FEE - FRANKLIN CLEA	4,850.98 ✓
09/21/2023	GEN	1568 (A)	0090	MISSION SQUARE -300103	300103 - AUGUST 2023 CONTRIBUTIONS	1,871.12 ✓
09/21/2023	GEN	1569 (A)	0148	NAPA AUTO PARTS	SEWER BAG VALVE STEM TOOLS SLAUA BYPASS PUMP BATTERY	11.23 ✓ 145.98 ✓ <u>157.21</u>
09/21/2023	GEN	1570 (A)	791	REAL PRO SOLUTIONS, LLC	EMERGENCY CLEANUP @ 307 CHESTNUT BLIGHT MOWING 09/06/23 BLIGHT MOWING 9-12-23 BLIGHT MOWING 09/12/2023 BLIGHT CLEANUP @ 108 CHERRY 09/12/23 MOW AROUND LAGOONS - WWTP FY 22/23 9/1	150.00 ✓ 192.00 ✓ 544.00 ✓ 128.00 ✓ 250.00 ✓ 600.00 ✓ <u>1,864.00</u>

User: HTietsort
DB: Dowagiac

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
09/21/2023	GEN	1571 (A)	1173	SCHERER, JOE DBA LONELY PI	10/2023MONTHLY PMT ACCT 7508480033	6,174.53 ✓
09/21/2023	GEN	1572 (A)	9530	SCHLEY NELSON ARCHITECTS	FD - DESIGN DEVELOPMENT & CONSTRUCTION	60,559.67 ✓
					FD - DESIGN DEVELOPMENT & CONSTRUCTION	27,650.00 ✓
					DOWAGIAC DPS	5,565.52 ✓
						<u>93,775.19</u>
09/21/2023	GEN	1573 (A)	0100	TOPCON SOLUTIONS INC	MISS DIG SUPPLIES FOR WATER/ CCWS & SEW	734.44 ✓
09/21/2023	GEN	1574 (A)	8711	USA BLUEBOOK/ HD SUPPLY	CCWS PORTABLE CHEMICAL TRANSFER PUMP	731.95 ✓
09/21/2023	GEN	1575 (A)	9603	UTILITY SERVICE CO, INC	CLYBORN 500,000 GAL DOUBLE ELLIPSE ELEV	2,750.00 ✓
09/21/2023	GEN	1576 (A)	9550	VEOLIA WATER NORTH AMERICA	PROF SVCS FY22-23 MAY 2023 THRU SEPT 20	46,894.00 ✓
09/21/2023	GEN	1577 (A)	9517	VERIZON CONNECT	PD- VEHICLE TRACKING	128.15 ✓
09/21/2023	GEN	1578 (A)	9476	VISION METERING, LLC	ENDSIGHT MONTHLY FEE- AUGUST 2023	500.00 ✓
09/21/2023	GEN	1579 (A)	9480	WAGeworks FSA	FSA INVOICE	83.52 ✓
					FSA INVOICE	60.00 ✓
						<u>143.52</u>
09/21/2023	GEN	1580 (A)	0193	WIGHTMAN & ASSOCIATES, INC	WRI GRANT - DIVISION STREET ENGINEERING	<u><u>22,624.85</u></u> ✓
GEN TOTALS:						
Total of 27 Checks:						253,134.87
Less 0 Void Checks:						0.00
Total of 27 Disbursements:						<u><u>253,134.87</u></u>

PAPER

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN OPERATIONS BANK						
09/21/2023	GEN	51063	0041	ABUNDANT LIFE HOMES LLC	UB refund for account: 06-0418-8	135.33 ✓
09/21/2023	GEN	51064	9449	AFFORDABLE LAWN CARE SOLUTIONS	TREE REMOVAL/ TRIMMING COTTON TREE REMO TREE TRIMMING 08/28-09/05/23 TREE TRIMMING 09/06-09/13/23	1,750.00 2,145.00 5,340.00 <hr/> 9,235.00 ✓
09/21/2023	GEN	51065	0041	ANDREW MERRILL	MOW LANDFILL ON NUBOUR ST 0910/2023	800.00 ✓
09/21/2023	GEN	51066	0041	BRIGGS, MARCIA	UB refund for account: 08-2460-8	57.26 ✓
09/21/2023	GEN	51067	0079	C WIMBERLEY FORD	CDET TRUCK- LUBE OIL FILTER BASIC MAINT	86.77 ✓
09/21/2023	GEN	51068	9073	CASS CNTY TRANSPORTATION AUTHORITY	CONTRACTED SERVICES - AUGUST 2023	24,985.16 ✓
09/21/2023	GEN	51069	0842	CINTAS LOCATION #336	CH - FIRST AID CABINETS - 09/08/2023 DPS/MVP - FIRST AID CABINET - SEPTEMBER CH MATS 08/31/2023 MATS & UNIFORMS - 08/10/2023 MATS & UNIFORMS - 08/17/2023	120.75 217.31 144.62 235.60 230.66 <hr/> 948.94 ✓
09/21/2023	GEN	51070	1224	CITY OF DOWAGIAC	TAX BILL OVERAGES	6.30 ✓
09/21/2023	GEN	51071	9036	CLEAN CUT L&L, LLC	MOW/TRIM CITY FACILITIES/PARKS - AUGUST	23,332.00 ✓
09/21/2023	GEN	51072	9512	DOWAGIAC CREEKSIDE GREENHOUSE	MUM FOR DOWNTOWN PLANTERS	600.00 ✓
09/21/2023	GEN	51073	9625	DUSSEL'S FARM MARKET & GREENHOUSE	TREES ON PRAIRIE RHONDE	7,600.00 ✓
09/21/2023	GEN	51074	0055	ELMER'S LOCKSMITH	CITY HALL OPEN SHOWCASE LOCK MUSEUM- SERVICE CALL & LOCK REPAIR DEPOT - BLDG MAINT.- DO NOT DUPLICATE K	96.95 75.00 40.50 <hr/> 212.45 ✓
09/21/2023	GEN	51075	0041	EXCLUSIVE PRINTS	KUSA- APPAREL	192.00 ✓
09/21/2023	GEN	51076	0177	FERGUSON WATERWORKS #1934	SLAUA B1 LIFT STATION BYPASS - 20 FT EX WATER TAP - REPALCE LEAD LINE - 408 N F	128.84 350.00 <hr/> 478.84 ✓
09/21/2023	GEN	51077	776	FIA CARD SERVICES	CREDIT CARD SURCHARGES 8/10-09/09/23	3,899.26 ✓
09/21/2023	GEN	51078	9564	GARROD, ALEX	FORCE ON FORCE INSTRUCTOR	206.90 ✓
09/21/2023	GEN	51079	0041	GARY GILPIN	APPLIANCE RECYCLING PROGRAM - GARY GILP	115.00 ✓
09/21/2023	GEN	51080	0041	GETZ, JESSICA	UB refund for account: 12-1436-10	247.57 ✓
09/21/2023	GEN	51081	9089	HARDIN, R. WAYNE	BUILDING INSPECTIONS AUGUST 2023	1,660.40 ✓
09/21/2023	GEN	51082	9075	HARTLINE, BOBBIE JO	MISC. INVOICES FOR AUGUST 2023	2,318.76 ✓
09/21/2023	GEN	51083	0041	HERMAN, DAN	UB refund for account: 04-5080-00	42.48 ✓
09/21/2023	GEN	51084	9379	INFORMA BUSINESS SYSTEMS, INC	ANNUAL EQUIPMENT SERVICE AGREEMENT	1,177.00 ✓
09/21/2023	GEN	51085	9420	JGRANT EXCAVATING LLC	CITY WORK ORDER 23-016136 - 3 HRS WHILE POUR 16'X8' DUMPSTER PAD	325.00 5,900.00 <hr/> 6,225.00 ✓
09/21/2023	GEN	51086	0041	LAUREANO, KEVIN	UB refund for account: 03-3227-12	37.74 ✓
09/21/2023	GEN	51087	0099	LEADER PUBLICATIONS, INC	ELECTIONS- PUBLIC ACCURACY TEST ELECTIONS- REGISTRATION ELECTION 2023	40.00 50.00 60.00 <hr/> 150.00 ✓
09/21/2023	GEN	51088	9326	LRS, LLC	PORTA POTTY - MUSIC IN THE PARK07/28/23	7.89 ✓

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
09/21/2023	GEN	51089	0041	LUCKERS, ZACK	UB refund for account: 06-3128-9	46.18 ✓
09/21/2023	GEN	51090	0041	MANLEY, MARIE J	UB refund for account: 17-1062-1	36.86 ✓
09/21/2023	GEN	51091	0041	MARK KUJAWA	MARK K. CDL REIMBURSEMENT	25.00 ✓
09/21/2023	GEN	51092	0041	MICHIANA AGGREGATE, INC	SLAUA B1 LIFT STATION FAILURE - 6A STON	689.12 ✓
09/21/2023	GEN	51093	9079	MILLER JOHNSON	MERC #23-G-1222-GA / CALL OUTS RATE AUG	99.00 ✓
09/21/2023	GEN	51094	1432	NORTHERN CONSTRUCTION SVS CORP	TEDF PAVING PROJECTS 2022 GRANT	274,671.00
09/21/2023	GEN	51095	9248	NORTHROP ASSESSING INC	ASSESSING SERVICE SEPTEMBER 2023	2,398.33 ✓
09/21/2023	GEN	51096	0041	PAYNE, ROY	UB refund for account: 01-2208-4	302.51 ✓
09/21/2023	GEN	51097	0135	PETTY CASH	COFFEE FOR PD	10.98
					COFFEE 2023-6730	6.46
					LUNCH- MSP-2023-6730	10.60
						<u>28.04</u> ✓
09/21/2023	GEN	51098	0137	PETTY CASH	PETTY CASH	36.28 ✓
09/21/2023	GEN	51099	9532	PHOENIX SAFETY OUTFITTERS	PD- KUSA ACADEMY UNIFORM	150.14 ✓
09/21/2023	GEN	51100	0041	PINKOWSKI, DEBORAH J	UB refund for account: 11-1812-11	2.38 ✓
09/21/2023	GEN	51101	9624	POMPEY, JASON	CAC INTERVIEW 2023-6307	29.48 ✓
09/21/2023	GEN	51102	8819	POWER BRAKE & SPRING SERVICE CO	#104 AIR DRYER & CORE CHARGE	525.14 ✓
09/21/2023	GEN	51103	9293	PRO SAFETY INNOVATIONS LLC	AED FOR RUSSOM FIELD CONCESSION	150.00 ✓
09/21/2023	GEN	51104	0041	PROVIDENT LIFE & ACCIDENT INSURANCE	LIFE INSURANCE- CITY MANAGER	1,015.67 ✓
09/21/2023	GEN	51105	0041	REED, JUDY & JERRY	UB refund for account: 03-1903-7	54.09 ✓
09/21/2023	GEN	51106	0041	REEVES, MCKAILA	UB refund for account: 03-3225-17	32.53 ✓
09/21/2023	GEN	51107	0147	REPUBLIC SERVICES #646	DUMPSTERS/TRASH CART - FY 22-23 (10-MON	770.32 ✓
09/21/2023	GEN	51108	1320	RHOADES MCKEE	ENVIRONMENTAL-LANDFILL	2,983.75
					RESIDENTIAL WELL SAMPLING	192.50
						<u>3,176.25</u> ✓
09/21/2023	GEN	51109	0041	RICHCREEK, MARJORIE	UB refund for account: 11-0361-3	57.08 ✓
09/21/2023	GEN	51110	0041	RICHMOND SANITARY SERVICE	WWTP - EMERGENCY REPAIR FOR RPZ/ANNUAL	500.00 ✓
09/21/2023	GEN	51111	0041	RYAN SR, MIKE	UB refund for account: 04-2584-7	4.14 ✓
09/21/2023	GEN	51112	9544	SEBER TANS, PLC	ACCOUNTING & CONSULTING SVC THRU AUGUST	4,863.00 ✓
09/21/2023	GEN	51113	9623	SMTIH, COREY	TRAINING IN GRAND RAPIDS	128.38 ✓
09/21/2023	GEN	51114	9150	SOUTHWEST SEWER & DRAIN	103 JAMES ST - CAMERA LATERAL FROM BASE	225.00 ✓
09/21/2023	GEN	51115	9283	SPARKLE AND SHINE LLC	PD- FLEET EXPRESS WASHES	56.00 ✓
09/21/2023	GEN	51116	0041	STREET COP TRAINING	TRAINING COREY SMITH	249.00 ✓
09/21/2023	GEN	51117	0041	TUFFORD, GARY	UB refund for account: 16-1556-2	130.28 ✓
09/21/2023	GEN	51118	0041	WEAVER, RONDA	UB refund for account: 08-2225-18	68.17 ✓
09/21/2023	GEN	51119	9169	WYOMING ASPHALT PAVING CO., INC.	ASPHALT - 8/31/23	137.35 ✓

GEN TOTALS:

Total of 57 Checks:

375,414.77

Less 0 Void Checks:

0.00

Total of 57 Disbursements:

375,414.77

Lator A. Wilson

LEFT

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN OPERATIONS BANK						
09/21/2023	GEN	1537(E)	9422	AFLAC	AUGUST 2023 PREMIUMS	629.74✓
09/21/2023	GEN	1538(E)	0003	AMERICAN ELECTRIC POWER	STREET LIGHTS - MARCELLUS HWY FY 22/23	6.70✓
09/21/2023	GEN	1539(E)	1106	AMERICAN ELECTRIC POWER	POWER BILL - AUGUST 2023	532,782.26✓
09/21/2023	GEN	1540(E)	0152	SEMCO ENERGY GAS COMPANY	BECKWITH FIRE PIT GAS SVC 07/11-08/08/2	18.56✓
09/21/2023	GEN	1541(E)	0152	SEMCO ENERGY GAS COMPANY	DPS CHESTNUT GAS SVC MM/DD - MM/DD FY22	53.08✓
09/21/2023	GEN	1542(E)	0152	SEMCO ENERGY GAS COMPANY	FD GAS SVC 07/11-08/08/23 FY22/23	20.57✓
09/21/2023	GEN	1543(E)	0152	SEMCO ENERGY GAS COMPANY	CH GAS SVC 07/11-08/08/23	17.55✓
09/21/2023	GEN	1544(E)	0152	SEMCO ENERGY GAS COMPANY	BUTLER BLDG GAS SVC MM/DD - MM/DD FY22/	24.61✓
09/21/2023	GEN	1545(E)	0152	SEMCO ENERGY GAS COMPANY	511 S FRONT ST GAS SERVICE 07/11-08/08/	27.16✓
09/21/2023	GEN	1546(E)	0152	SEMCO ENERGY GAS COMPANY	DEPOT DRIVE GAS SVC 07/11-08/08/23 FY2	17.55✓
09/21/2023	GEN	1547(E)	0152	SEMCO ENERGY GAS COMPANY	MUSEUM GAS SVC 07/11-08/08/23 FY 22/23	17.55✓
09/21/2023	GEN	1548(E)	0152	SEMCO ENERGY GAS COMPANY	RIVERSIDE BOOSTER GAS SVC MM/DD - MM/DD	19.56✓
09/21/2023	GEN	1549(E)	0152	SEMCO ENERGY GAS COMPANY	SNOW EQ GAS SVC MM/DD - MM/DD FY 22/23	17.55✓
09/21/2023	GEN	1550(E)	0152	SEMCO ENERGY GAS COMPANY	MARCELLUS HWY GENERATOR GAS SVC MM/DD -	21.58✓
09/21/2023	GEN	1551(E)	0473	STATE OF MICHIGAN	SALES & TAX AUGUST 2023	16,570.02✓
09/21/2023	GEN	1552(E)	9260	TRACTOR SUPPLY CREDIT PLAN	DRINKING SAFE GARDEN HOSE FOR TEMPORARY	71.96✓
09/21/2023	GEN	1553(E)	9471	UNITED HEALTH CARE	HEALTH CARE COVEAGE FOR OCTOBER 2023	37,515.47✓

GEN TOTALS:

Total of 17 Checks:	587,831.47
Less 0 Void Checks:	0.00
Total of 17 Disbursements:	<u>587,831.47</u>

Yatoji A. Nelson

Post Date	Journal	Description	GL Number	Grant	GL Description	DR Amount	CR Amount
09/22/2023	PRR	IRS		Remittance Check:	EFT935		
JE: 47754 *** NOT POSTED ***							
		MEDICARE_EE	750-100-231.10		F.I.C.A.	1,651.07	
		MEDICARE_EE	750-100-001.00		POOLED CASH ACCOUNT		1,651.07
		MEDICARE_ER	750-100-231.10		F.I.C.A.	1,651.07	
		MEDICARE_ER	750-100-001.00		POOLED CASH ACCOUNT		1,651.07
		SOCSEC_EE	750-100-231.10		F.I.C.A.	7,059.60	
		SOCSEC_EE	750-100-001.00		POOLED CASH ACCOUNT		7,059.60
		FITW	750-100-229.01		FEDERAL WITHHOLDING	9,268.93	
		FITW	750-100-001.00		POOLED CASH ACCOUNT		9,268.93
		SOCSEC_ER	750-100-231.10		F.I.C.A.	7,059.60	
		SOCSEC_ER	750-100-001.00		POOLED CASH ACCOUNT		7,059.60
						<hr/>	<hr/>
						26,690.27	26,690.27
09/22/2023	PRR	Indiana State Central Collection Un		Remittance Check:	EFT936		
JE: 47755 *** NOT POSTED ***							
		CHILD SUP - IN	750-100-231.84		CHILD SUPPORT PAYABL	260.00	
		CHILD SUP - IN	750-100-001.00		POOLED CASH ACCOUNT		260.00
						<hr/>	<hr/>
						260.00	260.00
09/22/2023	PRR	MI STATE DISBURSEMENT UNIT		Remittance Check:	51062		
JE: 47756 *** NOT POSTED ***							
		CHILD SUP - MI	750-100-231.84		CHILD SUPPORT PAYABL	4.63	
		CHILD SUP - MI	750-100-001.00		POOLED CASH ACCOUNT		4.63
		CHILD SUP - MI	750-100-231.84		CHILD SUPPORT PAYABL	70.57	
		CHILD SUP - MI	750-100-001.00		POOLED CASH ACCOUNT		70.57
						<hr/>	<hr/>
						75.20	75.20
09/22/2023	PRR	MICHIGAN DEPARTMENT TREASURY		Remittance Check:	EFT937		
JE: 47757 *** NOT POSTED ***							
		SITW	750-100-228.02		MICHIGAN WITHHOLDING	4,420.72	
		SITW	750-100-001.00		POOLED CASH ACCOUNT		4,420.72
						<hr/>	<hr/>
						4,420.72	4,420.72
Grand Totals:							
			750-100-001.00		POOLED CASH ACCOUNT		31,446.19
			750-100-228.02		MICHIGAN WITHHOLDING	4,420.72	
			750-100-229.01		FEDERAL WITHHOLDING	9,268.93	
			750-100-231.10		F.I.C.A.	17,421.34	
			750-100-231.84		CHILD SUPPORT PAYABL	335.20	
						<hr/>	<hr/>
						31,446.19	31,446.19

Latvia A. Ruben

For Payroll ID: 458 Check Date: 09/22/2023 Pay Period End Date: 09/17/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
09/22/2023	GEN	51057	BUNDY, MARK R	1,630.00	1,111.36	0.00	Processing
09/22/2023	GEN	51058	HEMMINGER, JAMIE	734.00	581.48	0.00	Processing
09/22/2023	GEN	51059	KUSA, JAMES W	1,683.75	1,353.71	0.00	Processing
09/22/2023	GEN	51060	LYONS, DONALD D	1,450.00	1,277.45	0.00	Processing
09/22/2023	GEN	51061	SCHUUR, BOB B	1,250.00	1,101.24	0.00	Processing
Totals:							
				Number of Checks: 005	6,747.75	5,425.24	0.00
Total Physical Checks:				5			
Total Check Stubs:							



09/21/2023 09:20 AM
User: HTietsort
DB: Dowagiac

TAXES

CHECK REGISTER FOR CITY OF DOWAGIAC
CHECK DATE FROM 09/08/2023 - 09/21/2023

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
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Bank TAXES COMBINED TAX ACCOUNT

09/08/2023	TAXES	1015	0041	CORE LOGIC	OVERPAYMENT (5)	2,447.42
09/11/2023	TAXES	1016	0041	LERETA, LLC	OVER PAYMENT 14-160-300-348-00	735.49

TAXES TOTALS:

Total of 2 Checks:						3,182.91
Less 0 Void Checks:						0.00
Total of 2 Disbursements:						3,182.91

Yatar D. Pulson

A RESOLUTION TO GO INTO CLOSED SESSION TO DISCUSS
POTENTIAL REAL ESTATE TRANSATIONS

_____ offered and moved the adoption of the following resolution; seconded by
Councilmember _____.

WHEREAS, the Michigan Open Meetings Law, Public Act 267 of the Public Acts of 1976 as amended, provides that public bodies may meet in closed session for the purpose of discussing real estate transactions; and

WHEREAS, the Mayor and City Council desire to meet with the City Manager to discuss potential real estate transactions,

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council will hereby adjourn to closed session to discuss potential real estate transactions.

Patricia Patano, City Clerk
Certified to be a true and correct copy

City Clerk, Dowagiac, MI

Date