

MENOMINEE REGIONAL AIRPORT
2801 22nd Avenue
Menominee, MI 49858
906-863-8408

Menominee Regional Airport Committee
2801 22nd Street
Menominee, MI 49858 ~ 906-863-8408
Tuesday ~ June 19, 2018 ~ 4:00 PM
Airport Conference Room

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of the Agenda
- E. Approval of Previous Minutes: May 15, 2018
May 21, 2018
- F. Public Comment (*Statements, not debate, limited to 5 minutes per person on agenda items only*)
- G. Presentations (*limited to twenty minutes*): **Lawnmower Vendors** ~ Cozy's, Jake's Sales, Linsmeier Implement, Riesterer & Schnell, Inc., and Reinder's
- H. Business
 - Financial
 - a. Month-End Budget Report Status
 - 2. Manager Report
 - a. Fuel Sales
 - b. Activity
 - c. Status ~ Apron/Asphalt repair ~ Biehl Construction, \$900.00, completed 6/6/18
 - d. Status ~ Installation of Security Cameras/Servers (est. Cost)
 - e. Status ~ Upgrade computer network connection between Airport & Courthouse
 - f. Discussion ~ Access to Airport/Runways for Emergency Services Personnel (in case of crashes, explosions, fires, etc.)
 - g. Status ~ Courtesy Van
 - h. MDOT Inspection (6.14.18) Feedback
 - 3. New Lease Agreements
 - a. Review Leases received from hangars: **5, 6, 9, 10, 12, 13, 14B, 14C, 16, 17, 26, 28A-F, 33**
 - b. Motion ~ recommendation to the CB to approve these new signed tenant land leases at the June 26th, 2018 meeting.

Note: Quorum of the Menominee County Board of Commissioners may be present

If you are an individual who needs special accommodations while attending a meeting, as required by the "Americans with Disabilities Act", please notify the Airport Manager's office at 906-863-8408 at least 6 hours prior to the meeting in order to make suitable arrangements. (TDD 800-649-3777).

- c. Discussion/Action: Non-compliant Lease holders ~ failure to return lease by June 19th, 2018 (See Attached List)
- 4. Mead & Hunt/MDOT
 - a. Review Contract and AIP/ALP
 - b. Motion ~ recommendation to the CB to approve Mead & Hunt/MDOT's contract and AIP/ALP at the June 26th, 2018 meeting
 - c. Draft a Resolution/Authorization specifically naming the official(s) authorized to sign the contract(s)
- 5. Submit both to the CB for approval at the June 26th, 2018 meeting
- 6. Discussion - Riding Lawnmower
 - a. Review the bids, on attached spread sheet, for pros/cons and make informed recommendation to the CB for approval June 26th, 2018
 - b. Motion ~ recommendation to the CB to approve the vendor for the purchase of the riding lawnmower at the June 26th, 2018 meeting
 - c. Possible grants from USDA
- 7. Status ~ By-Laws – Updates & Changes

- I. Public Comment (*Limited to 5 minutes*)
- J. Commissioner Comment
- K. Next meeting date ~ July 17, 2018
- L. Adjourn

Menominee Regional Airport Committee
Minutes of Meeting
May 15, 2018

*****DRAFT*****

The Menominee Regional Airport Committee met on May 15, 2018 at 4:00 PM at the Menominee Regional Airport, Conference Room.

- A. Call Meeting to order:** Chairperson Schei called the meeting to order at 4:01 PM
- B. Pledge of Allegiance:** Recited by all
- C. Roll Call:** Coms. Schei, Piche and Gromala – present.
Also present were Jeff LaFluer, Jason Carviou, Ken Marks, Sherry DuPont, Doreen Averill and others.
- D. Approval of Agenda:** Motion to approve agenda by Com. Gromala, Seconded by Com. Piche. Motion carried – 3/0.
- E. Approval of Previous Minutes:** Motion to approve Previous Minutes from April 17, 2018 (to include the spelling change from “grater” to “grader”) made by Com. Piche, seconded by Com. Gromala. Motion carried – 3/0
- F. Public Comment:** **George Sporie** (hangar owner) commented on 3 issues ~ leases, Airport Use Ordinance and Jersey Barriers. Leases - has concerns regarding terms of lease ~ 10yr./10yr. renewal vs. 20yr./20yr. renewal on previous lease. He feels this will negatively impact hangar value. Airport Use Ordinance: Issues with section 10 regarding FBO’s. Other than wings and fuel, he feels that pilots need both flight instructors and maintenance personnel in order to fly. Not to mention some of the items in the “Use Ordinance” are poorly worded. Jersey Barriers: He feels that they are set in place to block tenants from the terminal. **Wayne Beyer** (hangar owner) commented on “Use Ordinance”. Feels that if updates are going to be made to the “Use Ordinance” there should be some involvement from the users/tenants so you know what we need or could use ~ we should be included.
- G. Presentations:** None
- H. Business**
 - 1 Financial**
 - a. Month-End Budget Report Status – **Com. Schei:** We didn’t receive the month end reports, but I don’t feel we are over budget anywhere. **Jeff,** what is your thoughts. **Jeff:** I think we’re good as far as I know. **Jason:** I didn’t see anything of concern.

2 Manager Report

- a. **Fuel Sales: Jeff:** Had to order a load of both jet fuel and aviation fuel. There wasn't anyone that needed any to split a load. So, we just purchased around \$52,000.00 in fuel. Gas keeps going up weekly, so it's good we're full now, before prices go any higher. We will recoup this money when pilots come in to fill up.
- b. **Activity: Jeff:** It's been quiet lately, but with nicer weather coming it should pick up. There has been issues with vandalism. I talked to Jason regarding someone coming in and turning on the lights – they were left on all week-end. **Jason:** With the incident over the week-end, I have instructed Jeff to rekey all the doors in the terminal. The only people that will have keys to the terminal are Jeff, Gary S., Admin., and the Sheriff's office. Access key code to the terminal has also been changed ~ emergency numbers will be posted on the doors. Port-o-potties will be placed on the outside of the terminal for pilot/hangar owner use. We're dealing with a huge liability issue by leaving it open and unattended. **Com. Gromala:** This will probably make Homeland Security happier.
- c. **Snowplow Blades – Jeff:** The snowplow blades need replacing. They are 8 years old. Daniel's 3 in 1 Blades can do it for \$2501.39 – this includes the 6 blades needed, hardware and belts. Motion to order blades made by Com. Schei, seconded by Com. Gromala ~ Motion carried 3/0
- d. **Aron/Asphalt Damage –** A 9' x 12' section needs to be repaired due to snowplow damage. Redoing the area is part of the 5 yr. plan, so for now, it needs to be temporarily repaired. Jeff to get quote and timeline for repair completion.

3 New Land Lease Agreements ~

- a. Review of Leases received from Hangars 14A, 29, 30 & 34
- b. Motion was requested by Jason to move these forward to the CB for approval. Com. Gromala made the motion to move them forward, seconded by Com. Piche ~ motion carried 3/0.
- c. Consequences of Non-compliant Lease holders that have not returned signed leases by May 15th, 2018 ~ **Jason:** I would like to send a "Eviction Pending" letter to those hangar owners. It seems the big hold-up is understanding that sponsorship/ownership of the Airport has legally changed and approved by the attorneys, plus all legal documentation needs to reflect these changes. Also, most had issues with Sect. 10, 42 & 43 of the Airport Use Ordinance. Sheriff Marks requested that the Sheriff Department deliver these notices. Motion to send & deliver "Eviction Pending" Letters to Non-Compliant hangar owners was made by Com. Gromala, seconded by Com. Piche ~ Motion carried 3/0

4 Sealed Bids-Riding Lawnmower

- a. All bids were opened by Jason. Clarification on each machine will be needed. A bid recapitulation will need to be done and distributed to the Airport Committee, Jeff and Jason and brought back to the next Committee meeting for a vote to move to the CB for approval.
- b. Motion was tabled until the next Committee meeting.

- 5 “Airport Use Ordinance”**
- a. Update Sections 42 & 43 – **Jason:** First of all, the lease supersedes the “Airport Use Ordinance”. The legal opinion is that the third “Whereas” clause of the lease covers Section 42, however, it is recommended to strike out “a lot less than 15,000 sq. ft.” phrase from Section 42. Section 43 is also covered in the third “Whereas Clause” – no changes recommended.
 - b. Motion to recommend to the CB to approve updates of the “Airport Use Ordinance” was made by Com. Gromala, seconded by Com. Piche ~ Motion carried 3/0
- 6 Status ~ Jersey Barriers ~ Jeff:** 10 Jersey Barriers will be brought in by the end of the week. We only have to pay for transportation from MMC to the Airport, as they were donated to us by MMC. The 10 will be enough to keep traffic off the taxi lane. **Sheriff Marks:** We have VIP’s coming in on a regular basis. So, in order to “beef up” security, MMC was willing to assist by donating the jersey barriers. This is a good example of Corporate Partnership.
- 7 Discussion ~ By-Laws - Com. Schei:** With the name change throughout our By-Laws, it will need to go to the CB for approval. Any changes we need/want to make to the by-laws should be made as soon as possible so we can get an updated set of by-laws on the record. Further discussion at next committee meeting.
- 8 Discussion ~ Part-time Manpower Help: Com. Schei:** I’m recommending that we have/request PT administrative help, at the airport, to assist with the new leases, agendas/minutes at least to the end of June. **Com. Piche:** There should be a separation between Administrative duties in Admin. Office and duties for the Airport. **Com Gromala:** So, how much work will be needed, administratively, when the ALP is approved? **Com. Schei:** Mead & Hunt will be updating the ALP, but I’m not sure how much additional administrative work will be involved – if any. I’d like to keep Doreen on through June, to next committee meeting, to finish lease agreements. **Jason:** It’s too much for the Administrator’s office to handle the Airport Administrative duties on top of the County’s Administrative duties. **Com. Schei:** I’d like to recommend that we make a motion to the CB to have the administrative support for the Airport extended, at least until the next committee meeting (money to come out of Airport salary account). **Com. Gromala:** I so move, seconded by Com. Piche ~ Motion carried 3/0
- I. Public Comment:** George Sporic: I seriously do not see the need or evidence for additional security – block the tenants from coming in here! I recommend that you bulldoze it. What’s it here for if the tenants can’t use it? **Wayne Beyer:** I never got the lease packet, so if you’re going to serve eviction notices, you might as well serve me now.
- J. Commissioner Comment – Com. Gromala:** We get all our information from the FAA, MDOT/Aero and attorneys. As far as our By-Laws, I think we need to add additional people to this committee. **Com. Piche:** I have no axes to grind with this at all. We’re trying to get issues resolved and straightened out. I’m willing to talk to anyone about any issues. **Com. Schei:** I’m hesitant to talk. Liability is the issue – FAA. It’s an \$11 million General Aviation Airport. I think an Advisory Committee would be a good thing
- K. Next Meeting:** June 19, 2018
- L. Adjourn:** A motion was made to adjourn by Com. Piche seconded by Com. Gromala at 5:08pm. Motion carried 3/0

Menominee Regional Airport Committee
Minutes of Special Meeting
May 21, 2018

*****DRAFT*****

The Menominee Regional Airport Committee met for a Special Meeting at the Menominee Regional Airport Conference Room, on May 21, 2018 at 9 am, to select a Riding Lawnmower for the Airport; and forward the recommendation to the CB for approval.

- A. Call Meeting to order:** Chairperson Schei called the meeting to order at 4 pm.
- B. Pledge of Allegiance:** Recited by all
- C. Roll Call:** Coms. Schei, Gromala and Piche were present
Also present were Jeff LaFleur, Jason Carviou, Sheriff Ken Marks, Doreen Averill and others.
- D. Approval of Agenda:** Motion to approve the Agenda made by Com. Gromala, seconded by Com. Piche. Motion carried - 3/0
- E. Approval of Previous Minutes:** None available
- F. Public Comment:** None
- G. Discussion/Selection/Recommendation, for a Riding Lawnmower for the Airport –** A bid recapitulation form was reviewed by all present. **Com. Schei:** We've all had a chance to look at the spread sheet Doreen compiled. Jeff, why don't you start. **Jeff:** Well, it's across the board pricing. Some are belt drives, some are hydrostatics drives. This is a key difference. Some decks are not as strong. Mowing at the Airport – you're basically sandblasting the deck and blades. The JD has 7 gauge deck w/side discharge – not that that matters to me, we don't mow much outside the fence, but it's just a matter of being careful. The government has certain emission controls on diesel engines, so they should stay around 25hp to not cause a problem. There are a couple around 27hp – when I talked to them about it, they said they are weighted to be under. All bids has 72" decks. These were part of the specifications we asked for on the bid request. **Com. Piche:** I have a comment about the pricing. List prices were given on most of these, but I noticed the biggest discount from R & S. Northgate has the same machine, same list but discount isn't as much. **Com Schei:** What's your recommendation, Jeff? **Jeff:** My recommendation would be R&S. It's a better machine. Parts are readily available and the service – they're quick – they come out and get it fixed. **Com. Schei:** The machine should last at least 20 years – should be the last one we purchase in our lifetime. It will cut down time that they're out there on the mower. So your recommendation is to go with R&S for \$15,934.82? **Jeff:** Yes! **Com. Piche:** Now, the CB will question the purchase in WI vs. MI (keeping it local), but considering our location it's still considered local. **Com. Gromala:** Larry, did you say you have more

information on the Linsmeier line? **Com. Schei:** Yes, Jeff took on the Grasshopper line about a year ago. It's supposed to be a good machine, but it hasn't been around that long and doesn't have a heavy duty deck. But it's a new line for them. I would recommend R&S because I think it would give us the biggest bang for our buck. **Com. Piche:** Now, Parks & Rec. purchase the Hustler from Jake's Sales. Were you able to look at it, Jeff? **Jeff:** Jason & I went over all of them. This one has a fabricated deck – Jason – **Jason:** It seems to be a good machine. Their quote doesn't show as good a warranty as the brochure, but I think they gave us a better quote in lieu of the listed warranty. The other thing is that they have a motor that no one has heard of – not to say it's not a good motor. It's a Sibbaura brand. It also has a 7 gauge welded deck. **Jeff:** Some of the others have 10 gauge deck beefed up with 7 gauge reinforcements around the spindle to make it a stronger unit. **Com. Gromala:** Now, I'm going to play devil's advocate, here. Where will the funds for this be coming from? **Com. Schei:** I believe Sherry talked about this at the last meeting. **Doreen:** There were budget amendments done, one was to the Airport Capital Outlay for the purchase of the lawnmower. **Com. Schei:** Will that cover the snowplow blades, too? **Doreen:** It should be enough to cover both and maybe more. **Com. Gromala:** I'd like to see us buy local, if possible. I should recluse myself because I'm related through marriage to Linsmeier, but I'd go with R&S as long as the funds are there. **Com. Piche:** I don't want to try to manage the machine study that Jason and Jeff have done. **Jason:** Knowing the brands & reps., they all would probably do the job – with the exception of the cheaper ones, etc. – we looked at the specs and quality of the machines. R&S have the better machine and threw in multiple upgrades. I would just defer to the person that would be using the machine. **Jeff:** Well, I have to say Toro is an awesome machine, but they want over \$17,000.00 for it and that's a demo. **Com. Schei:** Who'd like to make the motion to recommend a riding lawnmower? **Com. Piche** made a motion to recommend the R&S, John Deere Z997R riding lawnmower, for \$15,934.82, be moved to the CB for approval at the 6.12.18 meeting. Seconded by Com. Schei ~ Motion carried 3/0.

- H. Public Comment – Joe Drust:** Since I retired, I've been training for my pilot's license. I was scheduled to have my check ride today, but the guy that owns the plane is working today and I can't get onto the Airport property to get the plane. Now, I have to reschedule the check ride (at an additional cost to me) because I can't get onto the Airport.
- I. Commissioner Comment – Com. Schei:** I just want to say that all hangar owners have access to the Airport. The person you are borrowing the plane from has access to the Airport and should have been here for that purpose – but we do not have a registered Flying Club or Flying Instructor at our Airport.
- J. Adjourn:** A motion was made to adjourn by Com. Gromala, seconded by Com. Piche at 9:27 am

Fund 216 MENOMINEE REGIONAL AIRPORT

GL Number	Description	Balance
*** Assets ***		
216-000-001.00	CASH	279,260.00
216-000-001.01	CASH - AIRPORT	0.00
216-000-040.00	ACCOUNTS RECEIVABLE	0.00
216-000-101.00	FUEL INVENTORY	34,464.44
216-000-123.01	PREPAID INSURANCE	0.00
216-000-123.02	PREPAID LIABILITY INSURANCE	4,238.28
Total Assets		317,962.72
*** Liabilities ***		
216-000-200.00	ACCOUNTS PAYABLE	0.00
216-000-257.00	ACCRUED WAGES PAYABLE	0.00
216-585-228.00	SALES, USE AND WITHHOLDING TAXES	0.00
Total Liabilities		0.00
*** Fund Balance ***		
216-000-390.00	FUND BALANCE	252,542.96
216-000-393.03	DESIGNATED FUND BALANCE	0.00
Total Fund Balance		252,542.96
Beginning Fund Balance		252,542.96
Net of Revenues VS Expenditures		65,419.76
Fund Balance Adjustments		0.00
Ending Fund Balance		317,962.72
Total Liabilities And Fund Balance		317,962.72

PERIOD ENDING 05/31/2018

GL NUMBER	DESCRIPTION	2017-18		YTD BALANCE 05/31/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/18 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDTG USED
		ORIGINAL BUDGET	2017-18 AMENDED BUDGET				
Fund 216 - MENOMINEE REGIONAL AIRPORT							
Revenues							
Dept 000							
216-000-541.00	STATE PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00
216-000-631.03	GROUND POWER UNIT	0.00	0.00	45.00	0.00	(45.00)	100.00
216-000-633.00	LANDING FEES	7,000.00	7,000.00	5,195.00	680.00	1,805.00	74.21
216-000-633.01	RAMP/PARKING FEES	100.00	100.00	75.00	25.00	25.00	75.00
216-000-634.00	ENGINE PRE-HEAT	100.00	100.00	30.00	0.00	70.00	30.00
216-000-634.01	CARGO HANDLING FEE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
216-000-634.02	AIRPORT DE-ICING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
216-000-642.00	AVIATION FUEL/OIL - BUSINESS	80,000.00	80,000.00	18,834.25	1,010.00	1,500.00	0.00
216-000-642.01	AVIATION FUEL - CASH	500.00	500.00	149.83	0.00	61,165.75	23.54
216-000-642.02	AVIATION FUEL - CREDIT CARD	120,000.00	120,000.00	44,632.17	5,174.34	350.17	29.97
216-000-642.03	SODA MACHINE	100.00	100.00	0.00	0.00	100.00	0.00
216-000-642.04	Oil Sales - Credit Card	150.00	150.00	84.50	8.00	65.50	56.33
216-000-665.00	INTEREST EARNED	0.00	0.00	0.00	0.00	0.00	0.00
216-000-670.00	RENT/HANGER LEASE	30,000.00	30,000.00	12,524.68	1,112.00	17,475.32	41.75
216-000-670.01	RAMP/ TIE DOWN FEE	0.00	0.00	90.00	0.00	(90.00)	100.00
216-000-672.00	AFTER HOUR FEES	200.00	200.00	750.00	0.00	(550.00)	375.00
216-000-672.01	TERMINAL SIGN DISPLAY	200.00	200.00	0.00	0.00	200.00	0.00
216-000-676.00	MISCELLANEOUS REVENUE	500.00	500.00	33.16	33.16	466.84	6.63
216-000-677.00	SALARY REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
216-000-699.00	TRANSFERS/APPROPRIATION	58,991.00	58,991.00	44,243.25	0.00	14,747.75	75.00
216-000-699.01	COUNTY APPROPRIATION - CAPITAL IMPROVEM	155,000.00	155,000.00	116,250.00	0.00	38,750.00	75.00
216-000-699.02	EQUITY TRANSFER FROM AIRPORT	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
216-000-699.03	TRANSFER IN FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
216-000-699.04	TRANSFER IN FROM DESIGNATED	0.00	42,245.09	42,245.09	0.00	42,245.09	0.00
Total Dept 000 - NONE		485,341.00	527,586.09	242,936.84	8,042.50	284,649.25	46.05
TOTAL REVENUES		485,341.00	527,586.09	242,936.84	8,042.50	284,649.25	46.05
Expenditures							
Dept 585							
216-585-704.00	SALARIES	96,020.00	96,020.00	31,096.77	5,014.96	64,923.23	32.39
216-585-705.00	SALARIES - PART TIME	24,149.00	24,149.00	8,953.62	1,373.73	15,195.38	37.08
216-585-706.00	OVERTIME	3,000.00	3,000.00	2,712.72	68.21	287.28	90.42
216-585-707.00	LONGEVITY	1,000.00	1,000.00	1,000.00	0.00	0.00	100.00
216-585-712.00	HOSPITAL INSURANCE	31,663.00	31,663.00	12,940.53	1,642.75	18,722.47	40.87
216-585-713.00	LIFE INSURANCE	60.00	60.00	21.24	4.72	38.76	35.40
216-585-715.00	FICA-OASDI	7,022.00	7,022.00	2,853.23	295.96	4,168.77	40.63
216-585-715.01	FICA-MEDI	1,642.00	1,642.00	607.03	69.21	1,034.97	36.97
216-585-716.00	WORKMENS COMPENSATION	4,871.00	4,871.00	2,464.77	0.00	2,406.23	50.60
216-585-718.00	RETIREMENT	3,972.00	3,972.00	0.00	0.00	3,972.00	0.00
216-585-718.01	MERS UNFUNDED LIABILITY	6,180.00	6,180.00	3,605.00	515.00	2,575.00	58.33
216-585-727.00	OFFICE SUPPLIES	350.00	350.00	138.32	74.05	211.68	39.52
216-585-728.00	OFFICE EQUIPMENT	400.00	400.00	31.60	11.38	368.40	7.90
216-585-729.00	POSTAGE	300.00	300.00	105.86	11.38	194.14	35.29
216-585-729.01	MISCELLANEOUS PURCHASES	0.00	0.00	40.08	0.00	(40.08)	100.00
216-585-742.00	GAS, OIL ETC	1,000.00	1,000.00	2,615.36	110.18	(1,615.36)	261.54
216-585-743.00	AVIATION FUEL PURCHASES	85,000.00	85,000.00	67,222.95	52,467.71	17,777.05	79.09
216-585-743.01	CREDIT CARD PROCESSING FEES	3,000.00	3,000.00	1,399.81	152.38	1,600.19	46.66
216-585-744.00	EQUIPMENT FUEL PURCHASE	2,000.00	2,000.00	1,722.00	0.00	278.00	86.10
216-585-745.00	UNIFORMS	1,500.00	1,500.00	1,531.33	64.00	(31.33)	102.09
216-585-755.01	OTHER OPERATING - JANITORIAL	2,000.00	2,000.00	1,691.13	134.80	308.87	84.56
216-585-755.02	OTHER OPERATING - GENERAL	2,000.00	2,000.00	1,252.02	805.58	747.98	62.60

GL NUMBER	DESCRIPTION	2017-18		YTD BALANCE 05/31/2018 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/18 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	2017-18 AMENDED BUDGET				
Fund 216 - MENOMINEE REGIONAL AIRPORT							
Expenditures							
216-585-755.03	LICENSES/PERMITS	1,000.00	1,000.00	385.00	0.00	615.00	38.50
216-585-756.01	CONSTRUCTION SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
216-585-801.00	PROFESSIONAL/CONTRACTURAL SERVICES	3,000.00	3,000.00	1,818.22	154.08	1,181.78	60.61
216-585-801.01	AUDIT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
216-585-831.00	LIABILITY INSURANCE	13,000.00	13,000.00	9,351.73	0.00	3,648.27	71.94
216-585-850.00	TELEPHONE/INTERNET	4,300.00	4,300.00	2,681.59	362.50	1,618.41	62.36
216-585-860.00	TRAVEL/CONFERENCES	520.00	520.00	0.00	0.00	520.00	0.00
216-585-901.00	ADVERTISING	500.00	500.00	156.74	45.42	343.26	31.35
216-585-920.00	NATURAL GAS/HEATING	5,000.00	5,000.00	4,493.92	634.29	506.08	89.88
216-585-920.01	WATER	500.00	500.00	286.98	0.00	213.02	57.40
216-585-920.02	SEWER	500.00	500.00	326.98	0.00	173.02	65.40
216-585-920.03	ELECTRIC	9,000.00	9,000.00	5,923.03	1,132.60	3,076.97	65.81
216-585-930.03	DO NOT USE	0.00	0.00	0.00	0.00	0.00	0.00
216-585-955.00	AIRPORT SALES TAX	6,500.00	6,500.00	3,253.88	(10.19)	3,246.12	50.06
216-585-970.00	CAPITAL OUTLAY	55,000.00	82,245.09	650.00	0.00	81,595.09	0.79
216-585-970.01	CAPITAL OUTLAY - COURTESY VAN	0.00	15,000.00	0.00	0.00	15,000.00	0.00
216-585-970.02	FIRE CRASH BLDG EXPANSION	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00
216-585-981.00	EQUIPMENT MAINTENANCE/PARTS	3,000.00	3,000.00	3,551.05	153.03	(551.05)	118.37
216-585-981.01	AIRFIELD MAINTENANCE/REPAIRS	1,500.00	1,500.00	243.67	0.00	1,256.33	16.24
216-585-981.02	BUILDING MAINTENANCE/REPAIRS	2,000.00	2,000.00	328.94	229.95	1,671.06	16.45
216-585-984.00	NEW/REPLACEMENT EQUIPMENT	2,000.00	2,000.00	59.98	0.00	1,940.02	3.00
216-585-990.00	AIRPORT LOAN - PRINCIPAL	4,726.00	5,137.39	0.00	0.00	5,137.39	0.00
216-585-990.01	AIRPORT LOAN - INTEREST	1,346.00	934.61	0.00	0.00	934.61	0.00
Total Dept 585 - AIRPORT EXPENDITURE		485,341.00	533,766.09	177,517.08	65,506.30	356,249.01	33.26
TOTAL EXPENDITURES		485,341.00	533,766.09	177,517.08	65,506.30	356,249.01	33.26
Fund 216 - MENOMINEE REGIONAL AIRPORT:							
TOTAL REVENUES		485,341.00	527,586.09	242,936.84	8,042.50	284,649.25	46.05
TOTAL EXPENDITURES		485,341.00	533,766.09	177,517.08	65,506.30	356,249.01	33.26
NET OF REVENUES & EXPENDITURES		0.00	(6,180.00)	65,419.76	(57,463.80)	(71,599.76)	1,058.57

BIEHL CONSTRUCTION CO., INC.
2505 BIEHL AVE
P.O. BOX 502
MARINETTE, WI 54143

Phone: (715) 732-0678
Fax: (715) 732-2819

COPY

INVOICE

MCA-MI
MENOMINEE COUNTY AIRPORT

2801 N 22ND ST
MENOMINEE MI 49858

Date: 06/08/18
Due Date: 06/08/18

Invoice #: 40155
Page: 1

INVOICE #	TERMS	P.O. #	REFERENCE #	AMOUNT
40155	0/ 0/ NO			
ASPHALT PAVING & PREP PATCH				900.00

216,585
981.01

Subtotal: 900.00
Sales Tax: 0.00
Total Due: 900.00

BALANCE DUE UPON RECEIPT
1-1/2% (18% ANNUALLY) SERVICE CHARGE AFTER 30 DAYS

Net to Pay: 900.00

Doreen Averill

From: Tyler Lehman <tylerl@uescomp.com>
Sent: Wednesday, June 13, 2018 10:59 AM
To: Doreen Averill
Subject: FW: Camera quote - Menominee County Airport
Attachments: Menominee County Airport.pdf

COPY

From: Tyler Lehman
Sent: Monday, June 11, 2018 12:13 PM
To: Jason Carviou; Sherry DuPont; jlafleur@menomineeco.com
Subject: Camera quote - Menominee County Airport

Hello,

Please the attached quote and let me know if you have any questions.

Thank You,
Tyler Lehman



2035 Marinette Avenue
Marinette, WI 54143
(715) 732-9103
www.uescomp.com

CONFIDENTIALITY NOTICE: This message and any included attachments are intended only for the addressee. This message may contain privileged, confidential, or proprietary information. Unauthorized forwarding, printing, copying, distribution, or use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please inform us promptly by reply e-mail, then delete the e-mail and destroy any printed copy.

U.E.S. Computers
 Suite 101
 2035 Marinette Ave.
 Marinette, WI 54143-3864
 715-732-9103 Fax: 715-732-9107

COPY

Quote #:	34660
Quote Date:	6/11/2018
Page:	1
Customer #:	3304

Quoted To:
Menominee Cnty Admin. Office
839 10th Ave.
Menominee, MI 49858-3000
USA



Valid Through: 6/11/2018

Phone: 906-863-7779	Cust PO:	Terms: Net 30		
Reference: Camera System	Ship Via: UPS	Salesperson: SANDY		
Stock Code	Description	Quantity	Price	Extended
XXX	16 Channel 5MP Recorder 1U - TVI / AHD / IP /	1.00	319.95	319.95
XXX	2TB Hard Drive storage Surveillance	1.00	118.08	118.08
XXX	2MP Motorized Zoom IR HD-CVI/TVI/AHD/960H	3.00	81.95	245.85

SubTotal:	683.88
Tax:	0.00
Shipping:	0.00
Total:	683.88

UES COMPUTERS IS NOT LIABLE FOR SOFTWARE PERFORMANCE OR INTEGRITY.
 Network service time is portal (UES location) to depart of customers location.
 All UES warranty repairs do not include same day service without additional charges
 Hardware is warranted for manufacturer defect ONLY (by manufacturer). Software is non-returnable. All used parts are AS IS.

**Menominee Regional Airport
Upgrade Connection between the Airport and the Courthouse
Estimated Cost**

Current cost of internet through Spectrum (approx. \$80/mo.) **\$960.00**

Cost of internet service through Merit **per yr. \$1,200.00**
(\$1,200 – 3,500 est. – using lower est.)

~30x faster internet speed, improved courthouse network connection for local workstations

Options to provide Merit internet service to Airport

1. Use point to point wireless equipment to beam internet from Merit's infrastructure at the school to the airport

a. Equipment needed to beam Merit internet to Airport: **approx. \$500.00**
(One time charge)

2. Run fiber from Merit's infrastructure at the school to the airport

a. Cost for Merit to dig trench/run aerial and run fiber optic line: **over \$15,000.00**
(One time charge)

**MENOMINEE REGIONAL AIRPORT
HANGAR OWNER CONTACT, PLANE & VEHICLE
INFORMATION**

#####

<u>HANGAR NUMBER</u>	<u>PARCEL NUMBER</u>	<u>HANGAR OR GROUP NAME</u>	<u>OWNER & CONTACT INFO.</u>	<u>CONTACT NAME(S) &/OR PHONE #S</u>	<u>VEHICLE(S) INFORMATION</u>	<u>PLANE INFO.</u>	<u>CERT. OF INS. REC'D</u>	<u>HANGAR KEY REC'D</u>
5	051-088-150-0C	Coleman Machine	Gene Coleman, c/o Coleman Machine, N1597 U.S. Hwy 41, Menominee, MI	Gene, Richard, Donna Coleman and Eric Johnson 906-863-8945, Gene's cell 386-547-2847	Blk. 2010 Ford Pickup, Slv. 2006 Jeep Cherokee, Wht. 2006 Chev Van, Wht. 2008 Tahoe	VulcanAir N68VR	Yes	Yes
6	051-088-160-0C	Coleman Machine	Richard Coleman, c/o Coleman Machine, N1597 U.S. Hwy 41, Menominee, MI	Gene, Richard & Donna Coleman; Eric Johnson 906-863-8945, Gene's cell 386-547-2847	Blu. 2013 Ford Pickup, Blk. 2010 Ford Pickup, 2004 Ford Van, Wht 2008 Tahoe	Maule 5642T N5642T and Cessna 175 N9478E	Yes	Yes
7	051-088-120-0C	na	Mark Burbey, N2267 River Drive, Wallace, MI 49893	906-863-3325				
8	051-088-060-0C	na	Mark Burbey, N2267 River Drive, Wallace, MI 49893	906-863-3325				
9	051-088-070-0C	na	Jeff Orear, 440 Hemlock St., Peshigo, WI 54157 orear@centurytel.net	715-582-3059, 715-582-4571, 715-923-2913	Maroon 2002 Suburban, Gry. 2016 Audi A6, Sil. 2016 Honda Pilot	Rans RV6A N782P	Yes	Yes
10	051-088-090-0C	na	Dave Lindstrom, W1869 State Highway 64, Marinette, WI 54143	715-582-1158 or cell 715-587-8913	Red 2008 Silverado, Wht., 2014 Dodge Durango, 1983 Nighthawk Motorcycle	C-172 N60YG	Yes	Yes
11	051-088-050-1C	na	Chris Stewart, N1966 Shore Drive, Marinette, WI 54143 SUBLET TO: Joe Clochetto	715-735-3434 or cell 715-587-3001	Slv. 2012 For F150	Cessna 172 N60YG	Yes	Code Given
12	051-088-050-0C	na	Robert Cappaert, 3208 Wyndham Way, Melbourne, FL 32940 SUBLET TO: Grant Cook, 310 8th Ave., Menominee, MI 49858	801-558-8894 734-223-2688	Subletting to Grant Cook - See Below	None	na	na
13	051-088-110-0C	Great Lakes Exploration	Tom Quigley, 414 10th Avenue, Ste. 1, Menominee, MI 49858 email: tqigley@aquillaresources.com	906-414-8113 hm., 906-352-4024 wk., 218-349-2912 cell	Slv., 202 Jeep Cherokee, Dk., Grey 2014 Jeep Cherokee	N1240S & N3116K	Yes	Yes
14A	051-088-040-01	Peter Granquist dba Ford Motor Bldg., LLC	Peter Granquist, W4692 Mission Church - No. 14 Rd., Wallace, MI 49893	906-424-4060, 906-884-8240 or 352-216-2054	2011 Dodge PU- Diesel	Enstrom 480B Helicopter 5710X	Yes	Yes
14B	051-088-040-03	na	Dr. Richard Chaltry, 602 18th Ave., Menominee, MI 49858	906-424-4060, 906-884-8240 or 352-216-2054	Peter - Wht. 2014 Dodge Ram, Alison - Wht. 2014 Cadillac SUV	Bonaza 8E35 N4688A	Yes	Yes
148	051-088-040-03	na	Dr. Richard Chaltry, 602 18th Ave., Menominee, MI 49858	906-424-4060, 906-884-8240 or 352-216-2054	Gry. 1990 F150, Blue 2006 Toyota Tundra, Gry. 2013 Mercedes	Cessna C177RG N52047	Yes	Yes

<u>HANGER #</u>	<u>PARCEL NUMBER</u>	<u>HANGAR OR GROUP NAME</u>	<u>OWNER CONTACT INFORMATION</u>	<u>CONTACT NAME(S) & PHONE #S</u>	<u>VEHICLE(S) INFORMATION</u>	<u>PLANE INFORMATION</u>	<u>CERT. OF INS. RECD</u>	<u>HANGAR KEY RECD</u>
14C	051-088-040-04	na	George Sporle, W1240 Krause Rd., Marinette, WI (1 of 2 Hangars)	715-732-2537 or 715-582-0203	Gry. 2012 Explorer, Red 2013 Mazda, Blue 2008 Mustang	Single Engine N8356M & N602CG	Yes	Yes
14D	051-088-040-0C	na	Dr. Merlin Zelm, 534 First Street, Menominee, MI 49858	906-424-4098				
14E	051-088-040-02	na	Aaron & Diane Tuinstra, N11546 Old U.S. 41 Rd., Daggert, MI 49821					
14F	051-088-040-02	na	Aaron & Diane Tuinstra, N11546 Old U.S. 41 Rd., Daggert, MI 49821					
15	051-088-080-0C	Winging It	Tim Plutchak, N7311 Hendrickson Road, Stephenson, MI 49887					
16	051-088-100-0C	Eagles Flying Club	William Taylor (Denise), N3920 R-2 Lane, Wallace, MI 49893	906-863-1200, ext. 115 - wk. & 920-371-1060 - cell 906-788-4122 - Hm., 414-573-4122 - cell	William - Grm. 2011 Dodge Ram Pick-up, Blu. 2012 Sub. Outback	Cessna 150 N3129J	Yes	Yes
17	051-088-143-0C	JPS Flying, Inc.	Ronald D'Olivo - Club Member Dr. North Shetter, No. 1 Northwood Cove, Menominee, MI nshetter@gmail.com	920-246-9612 and 920-246-9613	Blk. Ford Pick-up Whl. 2001 Mercedes ML150	None at this time	Yes	Yes
25	051-088-010-0C	na	David Olsen, or Flipside Coin, 1404 Cleveland Ave. PO Box 312, Marinette, WI	715-732-1303				
26	051-088-020-0C	na	John Barley, W6562 #2 Road, Menominee, MI 49858	906-863-4657, 906-863-5268 wk., 715-923-4657 cell	Blk. 2016 Chevy PU, Blk. 2011 Chevy Suburban	Cesna 172 N46118	Yes	Yes
27		Civil Air Patrol	Civil Air Patrol, Twin County Comp Sq, 2400 Wright Street, Madison, WI 53704					
28	051-088-030-0C	Hangar Co., Inc. Menominee	Hangars 28A through F Steve & Lu Beekman, Hangar 28A, N5071 Deer Trail, Marinette, WI 54143 email: slbeekman@centurylink.net Rona Busch, Hangar 288-E, N942 M=36, Menominee, MI 49858 SUBLET TO: Ralph Vannerman-28B, 2301 13th Ave., Menominee, MI 49858 SUBLET TO: Rick Estebo - 28C, 1613 15th Ave., Menominee, MI 49858	715-735-9782 906-863-6421, 906-864-3460 wk., 715-923-6721 cell 906-863-3875 906-863-6502	Slv., 2002 Dodge Ram PU, Red 2008 Dodge Caliber Brghy. 2009 Chevy PU, Red 2010 Chevy PU Maroon 2010 Chevy Blazer 1999 Chevy Suburban Gry. 2016 Dodge Ram PU, Slv. 2017 Chevy Volt, Whl. 2017 Mercedes S550, Gry. 2013 BMW 1600 GTL Motorcycle, 2018 Yamaha WR450 Motorcycle	Cessna 182 N3296S 28D Piper J3C-65 N33495 28E Ercoupe 415C N93966 Ultralight Construction Challenger II Construction	Yes Yes Yes Yes Yes	Yes Yes Yes Yes Yes
			Mark Enderby - Associate Member of Men. Hangar	906-863-2641, cell 920-784-9367 906-863-2118		Cessna 182 N55RY None	Yes Yes	Yes None

<u>HANGER #</u>	<u>PARCEL NUMBER</u>	<u>HANGAR OR GROUP NAME</u>	<u>OWNER CONTACT INFORMATION</u>	<u>CONTACT NAME(S) & PHONE #(S)</u>	<u>VEHICLE(S) INFORMATION</u>	<u>PLANE INFORMATION</u>	<u>CERT. OF INS. REC'D</u>	<u>HANGAR KEY REC'D</u>
29	051-088-000-0C	na	Mike Menor, 1415 22nd Ave., Menominee, MI 49858	715-923-2024	Blk. 2016 Toyota Camry	C-150 NZ7TD NZ7TD	Yes	Yes
30	051-088-210-0C	CAE Aviation, LLC	Chad Ermis, 425 N. Splake Ct., Peshtigo, WI 54157 E-mail: cermis@hotmail.com	Chad 314-780-7426 Emily 515-210-6059	Chad-Blk. 2009 Ford F150, Emily-Blk. 2017 Nis. Pathfinder	PA32-301 N84585	Yes	Yes
31	051-088-130-0C	na	Garry Anderson, W5148 Birch Creek Rd., Menominee, MI 49858					
32	051-088-220-0C	na	Bayard DuPont, N3735 Hwy. M-35, Menominee, MI bdupont@enstromhelicopter.com	920-371-0982	Wht. 2007 Explorer, 1984 Moto Guzzi, 1984 LeMans, 1982 AML Eagle Wagon	C-140A N5319C		
33	051-088-230-0C	na	George Sporie, W1240 Krause Rd., Marinette, WI (2 of 2 Hangars)	715-752-2537 or 715-582-0203	Gry. 2012 Explorer, Red 2013 Mazda, Blue 2008 Mustang	Single Engine N8356M & N602CG	Yes	Yes
34	051-088-250-0C	na	Robert J. Bannow, 2924 Gilbert Street, Marinette, WI	715-735-3696 or cell 715 587-5551	Uses his bike	Piper N2221T PA-28-180	Yes	Yes
35	051-088-180-0C	na	Wayne Beyer, N1612 Riverview Drive, Menominee, MI					
na		Enstrom Helicopter	Enstrom Helicopter, c/o Tracy Biegler, President and CEO, 2209 22nd Avenue, Menominee, MI 49858	906-863 6244				

DELINQUENT AIRPORT LEASE HOLDERS

<u>FIRST</u>	<u>LAST</u>	<u>STREET ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>
Mark	Burbey	N2267 River Dr. (2 Hangars)	Wallace	MI	49893
Dr. Merlin	Zelm	534 First St.	Menominee	MI	49858
Aaron & Diane	Tuinstra	N11546 Old US Hwy. 41 Rd. (1 ea.)	Daggett	MI	49821
Tim	Plutchak	N7311 Hendrickson Rd.	Stephenson	MI	49887
Dave	Olsen	1333 Oakes St.	Marinette	WI	54143
Gary	Anderson	W5148 Birch Creek Rd.	Menominee	MI	49858
Wayne	Beyer	N1612 Riverview Dr.	Menominee	MI	49858

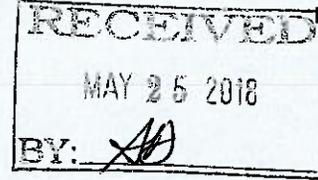
6/7/2018



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR



May 24, 2018

Jason Carviou, County Admin
Menominee County
839 10th Ave.
Menominee, MI 49858

Dear Mr. Carviou:

SUBJECT: Menominee Regional Airport
Menominee, Michigan
Fed. Proj. No. B-26-0065-2316
MDOT Contract No. 2018-0557



Enclosed are the original and one copy of the above-described contract and the Michigan Department of Transportation. Please take time to read and understand this contract (**noting the conditions and special conditions in Appendix F**). If this contract meets with your approval, please complete the following checklist:

- ___ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is **not** executed unless both parties have signed it.)
- ___ Secure the necessary signatures on **both** contracts.
- ___ **Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract.** One must be submitted even though you may have submitted one to us in the past.
- ___ Review FAA Assurances, Advisory Circulars, and Sponsor Certifications. Signed Certifications and additional Drug-Free Workplace documentation are required for award.
- ___ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the signed sponsor contracts as soon as you have secured local approval.** One fully executed contract will be forwarded to you.

If you have any questions, please call me at 517-335-9960.

Sincerely,

Anu Taneja, Contract Administrator
Office of Aeronautics

Enclosures

cc: Jennifer Forbes
File



U.S. Department
of Transportation

**Federal Aviation
Administration**

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

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



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

Sponsor: Menominee County

Airport: Menominee Regional Airport

Project Number: B-26-0065-2316

Description of Work: Conduct MP study - Airport Layout Plan (ALP) Update - Planning

Application

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

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

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

Certification Statements

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

Yes No

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

Yes No

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

Yes No

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

Sponsor's Certification

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

Executed on this _____ day of _____, 2017.
(Day) (Month)

Name of Sponsor: _____

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

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

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation

**Federal Aviation
Administration**

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

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Menominee County

Airport: Menominee Regional Airport

Project Number: B-26-0065-2316

Description of Work: Conduct MP study - Airport Layout Plan (ALP) Update - Planning

Application

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

Certification Statements

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

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

Yes No N/A

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

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

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
 Yes No N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
 a. Abide by the terms of the statement; and
 b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
 Yes No N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 Yes No N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
 Yes No N/A

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

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this _____ day of _____, 2017.
(Day) (Month)

Name of Sponsor: _____

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

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

Signature of Sponsor's Authorized Official: _____

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



U.S. Department of
Transportation

Federal Aviation
Administration

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

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Menominee County

Airport: Menominee Regional Airport

Project Number: B-26-0065-2316

Description of Work: Conduct MP study - Airport Layout Plan (ALP) Update - Planning

Application

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

Certification Statements

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

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

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

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

Yes No N/A

Sponsor's Certification

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

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

Executed on this _____ day of _____, 2017.
(Day) (Month)

Name of Sponsor: _____

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

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

Signature of Sponsor's Authorized Official: _____

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



**FAA
Airports**

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

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars_and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/24/2017

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

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

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

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

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

Specific Assurances

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

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

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

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

2. **Responsibility and Authority of the Sponsor.**

a. **Public Agency Sponsor:**

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

b. **Private Sponsor:**

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

3. **Sponsor Fund Availability.**

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

4. **Good Title.**

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

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

5. **Preserving Rights and Powers.**

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

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

6. **Consistency with Local Plans.**

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

7. **Consideration of Local Interest.**

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

8. **Consultation with Users.**

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

9. **Public Hearings.**

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

10. **Metropolitan Planning Organization.**

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

11. **Pavement Preventive Maintenance.**

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

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

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

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

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 1/24/17 (the latest approved version as of this grant offer) and included in this grant, and in accordance

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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

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

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and Menominee County (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Menominee Regional Airport, whose associated city is Menominee, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated May 24, 2018 attached hereto and made a part hereof.

PROJECT DESCRIPTION: CONDUCT MP STUDY - AIRPORT LAYOUT PLAN (ALP) UPDATE - PLANNING.

Recitals:

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

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

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

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

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 5, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

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

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

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

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

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

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

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

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

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

MDOT WILL:

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

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

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

IT IS FURTHER AGREED THAT:

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

Federal Share	\$275,850.00
Maximum MDOT Share	\$15,325.00
SPONSOR Share	\$15,325.00
<i>Estimated</i> PROJECT COST	\$306,500.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

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

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

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

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

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

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

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.
25. This Contract will be in effect from the date of award through twenty (20) years .
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

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

MENOMINEE COUNTY

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

**MENOMINEE REGIONAL AIRPORT
MENOMINEE, MICHIGAN**

Project No. B-26-0065-2316
Contract No. FM 55-01-MP
Job No. 201418

May 24, 2018

	Federal	State	Local	Total
ADMINISTRATION	\$450	\$25	\$25	\$500
DEPARTMENT-AERO	\$450	\$25	\$25	\$500
PLANNING	\$275,400	\$15,300	\$15,300	\$306,000
Conduct MP study - Airport Layout Plan (ALP) Update				
AERO - Planning	\$8,410	\$467	\$467	\$9,344
CONSULTANT - Planning	\$266,990	\$14,833	\$14,833	\$296,656
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$275,850	\$15,325	\$15,325	\$306,500

Federal Billing Breakdown:

Bill #1	\$22,140	SBGP 9014	Grant Award Date: 8/13/14 (expires 9/30/18)
Bill #2	\$150,000	SBGP 9215	Grant Award Date: 6/11/15
Bill #3	\$103,710	SBGP 9616	Grant Award Date: 8/22/16

Letting Information: N/A

Period of Performance End Date: 02/01/20

MAC Approval: 05/23/18

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: Menominee County
3. Recipient's DUNS Number: 05-309-2912
4. Amount of Federal funds: \$275,850.00
5. Federal Grant Number(s): SBGP 9014, 9215, 9616
6. Grant Award Date(s): 8/13/14, 6/11/15, 8/22/16
7. MDOT Project Number: B-26-0065-2316
8. Project Description: Conduct MP study - Airport Layout Plan (ALP) Update - Planning.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-090-2014, 3-26-SBGP-
092-2015, 3-26-SBGP-096-2016
11. Federal Award Date: 8/13/14, 6/11/15, 8/22/16
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 2/01/20
14. Amount of Federal Funds obligated by this action: \$275,850.00
15. Total amount of Federal Funds obligated: \$275,850.00
16. Total amount of the Federal award: \$275,850.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
Director Kirk Steudle
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909
19. Is this a Research and Development award? No

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

ATTACHMENT 5

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING AIRPORT LAYOUT PLANS AND MASTER PLANS

1. The PROJECT COST will include the cost of the consultant hired to perform the study and prepare the reports and drawings necessary to complete the PROJECT.
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 approval will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not award 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 will be billed by the DEPARTMENT. The amount of the billing will be the amount shown as the local share on the attached Exhibit 1. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of the additional estimated PROJECT COSTS for changes approved by the DEPARTMENT at the time of award of the amendment. The SPONSOR will make payment to the DEPARTMENT within thirty (30) days of the billing date.
4. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the consultant approved by the SPONSOR.

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

Appendix B
(Aeronautics)

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

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

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

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

10. subcontractor or supplier.

Revised June 2011

(Revised October 2, 2014)

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

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

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

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

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

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

APPENDIX F

GENERAL CONDITIONS

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

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 debar 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.

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11. Trafficking in Persons.

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

12. Exhibit A Included with Grant Application. The Exhibit "A" updated 6/25/14, submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

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

14. Audits for Public Sponsors.

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

APPENDIX F

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

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

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

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

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Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	ARFF and SRE EQUIPMENT AND VEHICLES: 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	EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	OFF-AIRPORT STORAGE OF ARFF VEHICLE: 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	AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS): The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

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

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

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

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	ENVIRONMENTAL: The environmental approval for this project was issued on <u>1/22/18</u> This project includes the following mitigation measures: <u>N/A</u> 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	FRICITION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
Airport	NAVAIDS - ILS Note that in general, Category I ILS are no longer being installed.	INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and

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

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

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Sponsor Type ¹	Type of Project	Special Conditions
		<p>useful life of the equipment;</p> <p>2) Prior to commissioning, assure the equipment meets the FAA's standards; and</p> <p>3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.</p>
Airport	New or Replacement Airport	<p>SITE SELECTION: The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.</p>
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<p>UTILITIES PRORATION: For purposes of computing the United States' share of the allowable project costs, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent.</p>
Airport	Utility Relocation	<p>UTILITY RELOCATION IN PROJECT: The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 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	<p>OBSTRUCTION REMOVAL: The Sponsor agrees to clear Parcel(s) <u>N/A</u>, as shown on Exhibit "A" Property Map, of the following obstructions: <u>N/A</u> prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.</p>
Airport	Pavement	<p>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <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,

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

Sponsor Type ¹	Type of Project	Special Conditions
		<p>establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;</p> <ol style="list-style-type: none"> 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is: <ol style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>

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

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

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

Sponsor Type ¹	Type of Project	Special Conditions
		<p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p>MAINTENANCE PROJECT LIFE: 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>PROTECTION OF RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	RPZ Acquisition	<p>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.</p>

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	<p>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).</p>	<p>ACQUISITION OF THE RUNWAY PROTECTION ZONE: Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire <u>N/A</u> in the Runway Protection Zones for runways that presently are not under its control within <u>N/A</u> years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	VALE equipment	<p>LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant:</p> <ol style="list-style-type: none"> 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. <p>The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.</p>
Airport	VALE Recharging System	<p>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS: The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.</p>

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

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

Sponsor Type ¹	Type of Project	Special Conditions
		<p>standards, and specifications approved by the FAA. The Sponsor understands that:</p> <ol style="list-style-type: none"> 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
All Sponsor Types	Design-Only Subgrants	<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>
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY: The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any</p>

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

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

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

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

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	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 MOOT.

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

MDOT Office of Business Development
P.O. Box 30050

Lansing, Michigan 48909

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

**MENOMINEE COUNTY
MENOMINEE, MICHIGAN**

BID RECAPITULATION

ITEM(S): Airport Riding Lawnmower

Bids were due by: **Tuesday May 1, 2018**

Company Name	Bid	After added options
<p>Linsmeier Implement N3522 US HWY 41 Menominee, MI 49858</p>	<p>Grasshopper Model #325D (534162), 898cc MaxTorque diesel engine, liquid cooled, mid-mount w/72" Deck List price \$15,395.00 Model #400D 1.3L (534192) 1.3L MaxTorque diesel engine, liquid cooled, mid-mount w/72" Desk List price \$18,035.00 Model #725DT (532127), 898cc MaxTorque diesel engine, no-gears, 16 pump-and-wheel motor transmission, w/72" front-mount deck-Model #3472PF (532979) List price \$17,565.00 Model #900D-1.3L(532165), 1.3L MaxTorque diesel engine, no-gears, G2.1 pump-and-wheel motor transmission, w/72" front-mount deck-Model #3472PF (532979) List price \$21,095.00</p>	<p>\$11,546.25 \$13,526.25 \$13,173.75 \$15,821.25</p>
<p>Jakes Sales W8271 Cty. Rd. P Beaver, WI 54114</p>	<p>2018 Hustler Model #938258US Super Z Diesel 72" side discharge. (5 yr./500 hr. mower warranty - 3 yr. engine warranty)</p>	<p>\$12,799.99</p>
<p>Northgate Equipment 6687 HWY 2&41 M35 Escanaba, MI 49829</p>	<p>JD Z997R diesel w/72" - 7 gauge deck, side discharge. List price \$24,439.00</p>	<p>\$16,300.00</p>
<p>Cozy's Polaris W1740 US 41 Marinette, WI 54143</p>	<p>Toro Zero Turn Mod. #74274, 25 hp. Kubota diesel List price \$18,777.00</p>	<p>\$12,500.00</p>
<p>Riesterer & Schnell, Inc. N3979 N. 13th Rd. Pound, WI 54161</p>	<p>JD Z997R diesel w/72" - 7 gauge deck, side discharge. List price \$24,439.00 (Warranty-machine has 36 mo./1500 hr., with no hour limitation for the first 24 mo.) List price \$24,439.00</p>	<p>\$15,934.82</p>

Reinders W227 N6225 Sussex Road Sussex, WI	Toro GM7200 (30495) 72" Deck Side Discharge (30481) "New" \$18,650.24 Toro GM7200 (30495) 72" Deck Rear Discharge (30353) 72" Rear Discharge Completion Kit includes baffles, etc. (30472) "Demo" \$17,663.47	"New" \$18,650.24 "Demo" \$17,663.47

Bids opened on: May 15, 2018

In the presence of: Coms. Schei, Gromala and Piche. Jeff LaFluer, Sherry DuPont and Doreen Averill

Recommended Bid Award to: R. & S. Model Z997R Diesel on May 21, 2018 In the Amount of: \$15,934.82

MENOMINEE REGIONAL AIRPORT | RIDING LAWNMOWER COMPETITOR COMPARISON

Enter Competitor Analysis >>

COMPETITOR NAME	MAKE & MODEL	HORSE POWER	MOTOR	DECK SIZE & LOCATION	DECK MATERIAL	SPINDLES	WARRANTY	ACCESSORIES	LIST vs. OUR PRICE
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Jakes Sales	2018 Hustler ~ Model #938258US	25	Shibaura ~ 3 Cyl. Diesel, liquid cooled	72" ~ Side Discharge	7 gauge Welded Steel	Ductile Cast Iron with steel shafts with sealed ball bearings	5 yr./500 hr. mower ~ 3 yr. engine	Grammer suspension seat w/operator isolator, patented belt drive system	12,788.99
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Riesterer & Schnell, Inc	John Deere ~ Model #Z997R	37.4	4 Tier Diesel, liquid cooled, direct fuel injection	72" ~ Side Discharge	7-Iron Pro ~ one piece, stamped steel with reinforce- ments	1" cold-forged spindle shaft, strong cast alum. spindle, reinforced spindle pockets	36 mo./1500 hr. No hour limitations first 24 mos.	Break & Go System, Comfort Convenience Pkg. - including upgraded 3 way adj. suspension seat w/arms, features ergonomically angles control levers ~ complete w/ electronic controls to raise and lower deck or disengage mower blades at a push of a button	\$24,439.00 \$15,934.82
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North	John Deere ~ Model #Z97R	37.4	4 Tier Diesel, liquid cooled, direct fuel injection	72" ~ Side Discharge	7-Iron Pro ~ one piece, stamped steel with reinforce- ments	1" cold-forged spindle shaft, strong cast alum. spindle, reinforced spindle pockets	36 mo./1500 hr. No hour limitations first 24 mos.	Break & Go System, Comfort Convenience Pkg. - including upgraded 3 way adj. suspension seat w/arms, features ergonomically angles control levers ~ complete w/ electronic controls to raise and lower deck or disengage mower blades at a push of a button	\$24,439.00 \$15,934.82
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Rescinded

Enter Competitor Analysis >>

COMPETITOR NAME	MAKE & MODEL	HORSE POWER	MOTOR	DECK SIZE & LOCATION	DECK MATERIAL	SPINDLES	WARRANTY	ACCESSORIES	LIST vs. OUR PRICE
Linsmeier Implement	Grasshopper ~ Model #325D	25	Kubota ~ 3 cyl. MaxTorque Diesel	72" Mid-Mount	Welded Steel	Dbl. layered 10 ga. + 7 ga. Formed-steel laminate spindle plane	3-year unlimited hours; limited warranty covering parts and labor	Deep-cushioned, high-back, foam-padded, scuff-resistant Cordura-covered seat with padded lumbar support and armrests Roomy, iso-mounted, shock-absorbing footrest	\$15,395.00 \$11,546.25
Linsmeier Implement	Grasshopper ~ Model #400D	approx. 38	Kubota, 1.3L MaxTorque Diesel	72" Mid-Mount	Welded Steel	Dbl. layered 10 ga. + 7 ga. Formed-steel laminate spindle plane	3-year unlimited hours; limited warranty covering parts and labor	Deep-cushioned, high-back, foam-padded, scuff-resistant Cordura-covered seat with padded lumbar support and armrests Roomy, iso-mounted, shock-absorbing footrest	\$18,035.00 \$13,526.25
Cozy's Polaris	Toro Zero Turn ~ Model #74274	25	Kubota, 2 cyl., Diesel	72" Side Discharge	Fabricated	Cast Iron	4-yr./1,200 hr. Ltd. Warranty, Lifetime Frame, 3 yr. Engine Warranty	Seat suspension and armrests	\$18,777.00 \$12,600.00
Reinders	Toro No Deck ~ Model #GM7200	24.8	Kubota, 4 Tier Final Diesel	72" side discharge	7 gauge Welded Steel	Cast Iron	2 yr. limited	Air ride seat suspension	18,650.24

MENOMINEE REGIONAL AIRPORT

MENOMINEE REGIONAL AIRPORT COMMITTEE

BY-LAWS

RULES

CHARTER

Menominee Regional Airport Committee Bylaws

Article I Name/Purpose

- A. The name of the Committee shall be the Menominee Regional Airport Committee.
- B. The purpose the Menominee Regional Airport Committee is act as an advisory committee for the airport and to offer recommendations to the County Board for considerations pertaining to the operation, budget, personnel and all other aspects and issues associated with the Menominee Regional Airport.

Article II Members

- A. The Menominee Regional Airport Committee will consist of three (3) Menominee County Board of Commissioners members. The Commissioners will be appointed for a one year term.
- B. Voting
 - 1. All members who are present shall vote whenever the question is put forth by the chair.
 - 2. If there is an appearance of a conflict of interest, the Commissioner shall so state before a vote is called for. No member may ABSTAIN from voting "yes" or "no".

Article III Officers

- A. The officers of the Menominee Regional Airport Committee shall be the Chairperson and Secretary.
- B. The term of office shall be for one year. The individual may succeed her/himself.
- C. Candidates for these offices shall be nominated from the floor at the first meeting of the year (year is defined as January 1st to December 31st). It shall take a simple majority vote of the Committee to elect. Voting for the Chairperson shall be by random roll call vote. Should a simple majority not be obtained by any nominee, a five minute recess shall take place. After the recess the presiding chair of the meeting will ask each nominee if the wish their name to remain in nomination. Another random roll call vote and the above process continued until one nominee obtains a simple majority. The nomination and election for secretary shall take place after the selection of a Chairperson. The voting shall be by random roll call vote. Should a simple majority not be obtained by any nominee, a five minute recess shall be called. After the recess the Chairperson will ask each nominee if they wish their names to remain in nomination. Another random roll call vote shall be taken and the above process continued until the secretary is selected.

Article IV
Duties of Officers

- A. Chairperson shall preside over and conduct all meetings of the Committee. The Chairperson will be responsible for the preparation of the meeting agendas with cooperation from the Menominee County Administration Office. Except for those powers and duties prescribed to the Chairperson by the County Board and the above mentioned duties, the Chairperson has no power to act on behalf of the committee unless the committee specifically grants that power.
- B. Secretary (or designee) shall attend all meetings of the Committee and shall record meeting minutes. The Secretary shall be responsible for sending all meeting minutes to the Menominee County Administration Office to be placed on file. In the absence of the Chairperson the Secretary shall assume the duties of the Chair.

Article V
Meetings

- A. The Menominee Regional Airport Committee is only an advisory committee and all final decisions pertaining to but limited to the operations, personnel, buildings and grounds, and policy and procedures will be determined by the Menominee County Board of Commissioners.
- B. A schedule containing the date, time and place of regular monthly meetings of the Committee shall be established at the first meeting of the year. The Menominee Regional Airport Committee will meet once a month.
- C. Special Meetings will comply with the Michigan Open Meetings Act (MCL 15.261). Reason for a Special Meeting is to deal with important matters that may arise between regular meetings and requires actions before the next regular meeting. Special Meetings of the Committee shall be held only when two members of the Committee request a special meeting. The Special meeting will be posted at least eighteen (18) hours before the time of the meeting. The request shall be in writing, shall be addressed to the County Administrator, and shall specify the time, date, place and purpose of the meeting. Upon the reception of a request, the County Administrator shall immediately give notice to the members and post the date and time at least eighteen (18) hours prior to the time of the meeting.
- D. A majority of the members of the Committee shall constitute a quorum for the transaction of the ordinary business of the Committee, and questions which arise during the meeting of the committee shall be determined by the votes of the majority of the members present.
- E. Minutes will be recorded by the Secretary. The names and votes of members shall be recorded on an action which is taken by the Menominee Regional Airport Committee if the action is on an ordinance, resolution or appointment or election of an officer. A record which is made pursuant to this section shall be available for public inspection.

Article VI
Parliamentary Authority

- A. The current edition of "Robert's Rules of Order" shall be the Parliamentary Authority. The rules, with special attention to small committees, contained in the above mentioned reference shall govern the Committee in all cases to which they are applicable.

Article VII
Amendment of Bylaws

- A. The following bylaws may not be suspended.
- B. These bylaws, rules regulations and policies shall remain in effect until properly amended.
- C. These bylaws may be amended at a regular meeting of the Menominee County Board of Commissioners by a 2/3 majority vote of the County Board.

The Menominee Regional Airport Committee Shall follow all Bylaws (not addressed here) as set forth by the Menominee County Board of Commissioners.

Menominee Regional Airport Committee Rules

- R15-1 The Order of Business shall be as follows:
1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of Agenda
 5. Approval of Previous Minutes
 6. Public Comment (pertaining to agenda items only, limited to 5 minutes)
 7. Presentations (limited to 20 minutes)
 8. Business
 9. Public Comment
 10. Commissioner Comment
 11. Adjournment
- R15-2 Complex or controversial issues may be discussed by the Committee prior to being introduced in the form of a motion. The Chair may declare the floor open for debate prior to a motion if no member objects. If there is an objection, the Chair shall call for a vote. A majority vote of the Committee shall sustain the Chair. Any motion (s) arising from such debate shall be reduced to writing prior to being voted upon, upon the request of any member.
- R15-3 Committee Members attending authorized conferences, seminars, etc. shall be reimbursed mileage, meals and lodging at the Menominee County Board of Commissioners rate stated in the bylaws of the County Board. All applicable conference fees shall be paid in advance by the County when possible. Lodging shall be reimbursed at actual cost not to exceed the room rate at the conference headquarters hotel. Lodging necessary in route to or from a conference shall be reimbursed at actual cost not to exceed the rate listed in the current bylaws of the Menominee County Board of Commissioners. Travel costs will be reimbursed at the IRS rate per mile for personal automobile or at actual cost for commercial carriers. Any travel allowances advanced in excess of actual cost shall be reimbursed to the County. Meals not included in conference fees shall be paid in accordance with County policy.
- R15-4 Committee members are responsible for submitting all of their own expenses including all meeting expenses. These expenses should be submitted to the County Administrator's Office.
- R15-5 Dissemination of Information. It shall be the policy of the Committee that all information pertaining to the business of the Committee obtained by individual committee members, shall be transmitted in a timely fashion to all Committee members so that they would be better able to make informed decisions. This information shall be made available to the County Administrator so that it may be included in the meeting packet. Committee agenda packets will be available to the public three (3) days prior to the meeting date.

- R15-6 Purchasing Policy. The Menominee Regional Airport Committee has no authority to make purchases. Purchases of five hundred dollars (\$500.00) or less can be made by the Airport Manager/Assistant Airport Manager. Any purchases greater than five hundred dollars (\$500.00) and up to five thousand dollars (\$5,000.00) the County Administrator must approve. Please refer to the Menominee County Bylaws, Board Rules, County Policies, and Charter of Standing Committees, ~ Purchasing Guidelines (P91-4).

- R15-7 Credit Card Policy – Please refer to the Menominee County Bylaws, Board Rules, County Policies, and Charter of Standing Committees ~ Credit Card Policy P98-3.

- R15-8 Committee Communications. It shall be the policy of the Committee that the official spokesperson of the Committee shall be the Committee’s Chairperson or the County Administrator.

- R15-9 Public Comment. It shall be the policy of the Committee that all meetings of the Committee come under the jurisdiction of the Michigan Open Meetings Act that the following rules apply: speakers shall identify themselves and if representing a group, the name of the group, and shall state their address; a speaker shall be limited to five minutes; only one speaker may address the Committee on behalf of a group; 30 minutes, if necessary, shall be devoted to public participation during the appropriate times on the agenda; the Committee reserves the right to extend the above mentioned time limits; a member of the public can request permission to address the Committee relative to a particular item on the agenda at the time is being considered by the Committee or a Committee member can yield the floor to a member of the public, under the constraints of the above mentioned time limits; these rules shall be available on the Menominee County website at www.menomineecounty.com.

- R15-10 Committee Member Compensation – Compensation will follow Menominee County Board of Commissioners compensation structure and rules.

NOTE: The Menominee Regional Airport Committee shall follow all rules (not addressed here) as set forth by the Menominee County Board of Commissioners. Please refer to the Menominee County Bylaws, Board Rules, County Policies, and Charter of Standing Committees.

Menominee Regional Airport Committee Charter

The Menominee Regional Airport Committee is an advisory committee with the purpose of providing advice, direction and recommendations to the Airport Manager/Airport Assistant Airport Manager, County Administrator and the Menominee County Board of Commissioners. The Committee has no final authority or responsibility for final policy making or administration.

Responsibilities of the Menominee Regional Airport Committee are as follows:

1. Recommend objectives and goals of the Menominee Regional Airport
2. Recommend rules and policies governing the Menominee Regional Airport
3. Recommend annual and long term financial plans
4. Recommend establishing and maintaining an effective public relations program
5. Recommend establishing and maintain an effective public use program
6. Recommend short-term and long-term planning necessary to develop and maintain facilities and services to meet the needs of the county.
7. Encourage economic development within the Menominee Regional Airport
8. Recommend a Menominee Regional Airport fee structure
9. Act as a mediator between citizens and management disputes
10. Receive public input on the Menominee Regional Airport
11. Annually recommend revisions to the Menominee Regional Airport Capital Improvement Plan
12. Work with the aeronautic engineering firm to determine capital projects and maintenance schedules.
13. Review the Financial of the Menominee Regional Airport

The Menominee Regional Airport Committee shall follow all Charters, rules and policies and Bylaws as set forth by the Menominee County Board of Commissioners.