



Grand Ledge City Council

310 Greenwood St.
Grand Ledge MI 48837
(517) 627-2149

REGULAR MEETING AGENDA

MONDAY, 09 MARCH 2015

7:30 P.M.

COUNCIL CHAMBERS, CITY HALL

310 GREENWOOD ST., GRAND LEDGE MI 48837

- I. **ROLL CALL OF CITY COUNCIL** – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder; and Council members Christina Bartholomew, Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems

- II. **PLEDGE OF ALLEGIANCE** – Any person(s) attending may participate in reciting the Pledge of Allegiance to the American Flag. The Mayor may choose to designate, with their consent, a Council member or a person attending to lead the Pledge of Allegiance. The City Council shall not require any Council member or person(s) attending to recite the Pledge of Allegiance.

- III. **AUDIENCE PARTICIPATION** – Any person(s) attending may comment on any subject. All presentations before the City Council shall be limited to five minutes per individual presentation.

- IV. **APPROVAL OF CONSENT AGENDA** – The City Council approves items listed on the consent agenda by a single roll call vote without debate. If the City Council desires to debate any item listed on the consent agenda, it may remove the item and place it on the regular agenda for consideration in due order.
 - A. **Motion** – To approve the Monday, 09 March 2015 City Council consent agenda, as follows:
 - i. Financial transactions and bills.
 - ii. Monday, 23 February 2015 regular City Council minutes.
 - iii. Monday, 23 February 2015 Closed Session minutes.
 - iv. Local Governing Body Resolution for Charitable Gaming License for the Grand Ledge Area Historical Society.

- V. **APPROVAL OF REGULAR AGENDA** – The City Council may remove any item from or add any item to the regular agenda.
 - A. **Motion** – To approve the Monday, 09 March 2015 regular City Council agenda.

- VI. **COMMITTEE AND BOARD REPORTS** – Council members and staff may report on discussions and actions of committees and boards.

- VII. STAFF REPORTS** – The City Council may receive reports from various department heads.
- VIII. UNFINISHED BUSINESS** – The City Council may again debate any item(s) previously debated but not finally disposed of and may or may not act upon the item(s) as indicated below.
- A. Public Hearing** – On an Agreement for Conditional Transfer of Property and Governmental Functions Pursuant to 1984 P.A. 425 and 1967 P.A. 8 (set 23 February 2015, published 28 February 2015).
- IX. NEW BUSINESS** – The City Council may debate any item(s) under its authority not previously debated and may or may not act upon the item(s) as indicated below.
- A. Resolution (recommended by the Abrams Municipal Airport Advisory Commission)** – To approve an Agreement for Professional Planning Services with Mead & Hunt, Inc., for an Airport Layout Plan update.
- B. Motion (recommended by the Parks and Recreation Commission)** – To approve the transition of the art recreation program administration to Ledge Craft Lane, Ltd., the archery recreation program administration to the “Grand Ledge Archery Club” boosters, and the golf recreation program administration to Ledge Meadows Golf Course.
- X. AUDIENCE PARTICIPATION** – Any person(s) attending may comment on any subject. All presentations before the City Council shall be limited to five minutes per individual presentation.
- XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL** – The Mayor may make appointments and reappointments to boards and committees, may report on subjects referred by Council members, staff and residents, and may comment on any subject. City Council members may comment on any subject.
- XII. CLOSED SESSION** – The Open Meetings Act allows the City Council to discuss certain subjects without the presence of the public. The City Council may request a staff member or any other person the City Council determines to be necessary, by a majority of the Council members present, to attend the closed session. All persons not requested by the City Council to stay must leave the Council chambers. Once the Closed Session has ended, the City Council will resume the regular meeting.
- XIII. ADJOURNMENT** – When the City Council has completed all items listed on the approved agenda, it may not take any further action until its next regular meeting or a special meeting. If the time is significantly late and items remain on the approved agenda, the presiding officer may ask for a motion to adjourn the meeting to another specific date, time, and place at which to resume and complete the approved agenda.



Gregory L. Newman, City Clerk

**THE GRAND LEDGE CITY COUNCIL WILL HOLD ITS NEXT REGULAR MEETING ON MONDAY, 23
FEBRUARY 2015, AT 7:30 P.M. IN THE COUNCIL CHAMBERS, CITY HALL, 310 GREENWOOD ST.,
GRAND LEDGE, MICHIGAN**

**COMMITTEE OF THE WHOLE AGENDA
MONDAY, 09 MARCH 2015
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST., GRAND LEDGE MI 48837**

- I. ROLL CALL OF CITY COUNCIL** – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder; and Council members Christina Bartholomew, Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems

- II. ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2015**

**GRAND LEDGE CITY COUNCIL
310 GREENWOOD ST.
GRAND LEDGE MI 48837
(517) 627-2149**

**CITY COUNCIL MINUTES – REGULAR MEETING
MONDAY, 23 FEBRUARY 2015
7:30 P.M.
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST.**

- I. ROLL CALL OF COUNCIL** – Mayor Pro-Tem Keith Mulder; and Council members Christina Bartholomew, Rick Lantz, Sue Roberts, and Don Willems
– Mayor Kalmin Smith and Council member Thomas Sowle were absent
OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newnam, City Clerk;

II. PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Mulder led those in attendance in the Pledge of Allegiance.

III. AUDIENCE PARTICIPATION

Jill Sambaer, Barry-Eaton District Health Department, commented on recent events, activities, and initiatives provided by the Health Department.

IV. APPROVAL OF CONSENT AGENDA

- A. Motion (from staff)** – To approve the Monday, 23 February 2015 City Council consent agenda, as follows:
- i. Financial transactions and bills.
 - ii. Monday, 09 February 2015 regular City Council minutes.
 - iii. Right-of-Way Use Application from the Grand Ledge St. Patrick's Day Parade Association for the 14 March 2015 St. Patrick's Day Parade.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO APPROVE THE MONDAY, 23 FEBRUARY 2015 CITY COUNCIL CONSENT AGENDA.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO AMEND THE MONDAY, 23 FEBRUARY 2015 CITY COUNCIL CONSENT AGENDA, BY INSERTING AS ITEM IV., A RIGHT-OF-WAY USE APPLICATION FROM THE GRAND LEDGE ST. PATRICK'S DAY PARADE ASSOCIATION FOR THE 14 MARCH 2015 ST. PATRICK'S DAY PARADE. MOTION CARRIED UNANIMOUSLY.

MOTION TO APPROVE THE MONDAY, 23 FEBRUARY 2015 CITY COUNCIL CONSENT AGENDA, AS AMENDED BY INSERTING AS ITEM IV., A RIGHT-OF-WAY USE APPLICATION FROM THE GRAND LEDGE ST. PATRICK'S DAY PARADE ASSOCIATION FOR THE 14 MARCH 2015 ST. PATRICK'S DAY PARADE, CARRIED UNANIMOUSLY.

V. APPROVAL OF REGULAR AGENDA

- A. Motion** – To approve the Monday, 23 February 2015 regular City Council agenda.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO APPROVE THE MONDAY, 23 FEBRUARY 2015 REGULAR CITY COUNCIL AGENDA. MOTION CARRIED UNANIMOUSLY.

VI. COMMITTEE AND BOARD REPORTS

A. Grand Ledge Area Emergency Services Authority

Council member Lantz reported on the successful Grand Ledge Area Emergency Services Authority community input and strategic planning event, and mentioned the 5:30 p.m., 02 March 2015, Grand Ledge Area Emergency Services Authority meeting at City Hall.

VII. STAFF REPORTS

A. Susan Stachowiak, Zoning Administrator

Adam Smith, City Administrator, reported on the correspondence sent by Zoning Administrator concerning the 05 March 2015 Planning Commission public hearings.

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

- A. Motion (recommended by the Parks and Recreation Commission) – To approve the transition of swimming recreation program administration to the Grand Ledge Public Schools and the flag football recreation program administration to the "Quarterback Club" football boosters.**

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO APPROVE THE TRANSITION OF SWIMMING RECREATION PROGRAM ADMINISTRATION TO THE GRAND LEDGE PUBLIC SCHOOLS AND THE FLAG FOOTBALL RECREATION PROGRAM ADMINISTRATION TO THE "QUARTERBACK CLUB" FOOTBALL BOOSTERS.

Adam Smith, City Administrator, explained the City's efforts to improve efficiencies, explained the streamlining of recreation offerings to remove redundancies, reported on the Parks and Recreation Commission support of the transition of swimming recreation program administration to the Grand Ledge Public Schools and the flag football recreation program administration to the "Quarterback Club" football boosters, and reported on the continuing City baseball program.

MOTION TO APPROVE THE TRANSITION OF SWIMMING RECREATION PROGRAM ADMINISTRATION TO THE GRAND LEDGE PUBLIC SCHOOLS AND THE FLAG FOOTBALL RECREATION PROGRAM ADMINISTRATION TO THE "QUARTERBACK CLUB" FOOTBALL BOOSTERS, CARRIED UNANIMOUSLY.

- B. Motion – To set a public hearing for Monday, 09 March 2015, on an Agreement for Conditional Transfer of Property and Governmental Functions pursuant to 1984 P.A. 425 and 1967 P.A. 8.**

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO SET A PUBLIC HEARING FOR MONDAY, 09 MARCH 2015, ON AN AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY AND GOVERNMENTAL FUNCTIONS PURSUANT TO 1984 P.A. 425 AND 1967 P.A. 8.

Adam Smith, City Administrator, explained the public hearing concerns an agreement currently undergoing negotiations, and mentioned the expectation to finalize a draft agreement by the Monday, 09 March 2015, regular City Council meeting.

MOTION TO SET A PUBLIC HEARING FOR MONDAY, 09 MARCH 2015, ON AN AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY AND GOVERNMENTAL FUNCTIONS PURSUANT TO 1984 P.A. 425 AND 1967 P.A. 8, CARRIED UNANIMOUSLY.

X. AUDIENCE PARTICIPATION

XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Council member Willems encouraged everyone to ensure smoke and carbon monoxide detectors in their homes work.

Council member Bartholomew thanked Jill Sambaer for her comments and encouraged everyone to keep their pets inside during cold weather.

Mayor Pro-Tem Mulder appointed Richard McKeon to the Board of Review for a term expiring 11 January 2016.

COUNCIL MEMBER WILLEMS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO APPROVE THE MAYOR PRO-TEM'S APPOINTMENT OF RICHARD MCKEAN TO THE BOARD OF REVIEW FOR A TERM EXPIRING 11 JANUARY 2016. MOTION CARRIED UNANIMOUSLY.

XII. CLOSED SESSION

- A. Motion** – To move into closed session to consider material exempt from discussion or disclosure by state or federal statute, per the Open Meetings Act, Section 8(h).

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO MOVE INTO CLOSED SESSION TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE, PER THE OPEN MEETINGS ACT, SECTION 8(H), AT 7:47 P.M. MOTION CARRIED UNANIMOUSLY.

COUNCIL MEMBER WILLEMS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO RETURN TO THE MONDAY, 23 FEBRUARY 2015 REGULAR CITY COUNCIL MEETING AT 9:04 P.M. MOTION CARRIED UNANIMOUSLY.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO APPROVE THE 12 JANUARY 2015 AND 26 JANUARY 2015 CLOSED SESSION MINUTES. MOTION CARRIED UNANIMOUSLY.

XIII. ADJOURNMENT

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO ADJOURN THE MONDAY, 23 FEBRUARY 2015 REGULAR CITY COUNCIL MEETING, AT 9:04 P.M. MOTION CARRIED UNANIMOUSLY.

Gregory L. Newman, City Clerk

Kalmin D. Smith, Mayor



The Museum

Grand Ledge Area Historical Society
P.O. Box 203 • Grand Ledge, MI 48837

February 16, 2014

Grand Ledge City Council
310 Greenwood
Grand Ledge, MI 48837

Dear Council Members:

I am writing to seek your approval for a bingo license. The Grand Ledge Area Historical Society (GLAHS) is requesting a charitable gaming license from the State of Michigan. This license would be for a purse bingo to be held on May 14, 2015 in the Grand Ledge Opera House. This one evening is a fund raiser for the GLAHS.

I have attached the form necessary to submit to the State of Michigan, along with other documentation, to gain approval for this bingo license.

We ask that you consider this at your earliest convenience and contact Lyle Clark at 517-230-3693 when the form has been completed.

Thank you for your consideration.

Sincerely,

Ethelen Herbstreit, President
Grand Ledge Area
Historical Society

Enclosure



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from GRAND LEDGE AREA
HISTORICAL SOCIETY of GRAND LEDGE,
NAME OF ORGANIZATION CITY

county of EATON, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for APPROVAL.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

INTERGOVERNMENTAL CONDITIONAL TRANSFER OF PROPERTY BY CONTRACT
Act 425 of 1984

AN ACT to permit the conditional transfer of property by contract between certain local units of government; to provide for permissive and mandatory provisions in the contract; to provide for certain conditions upon termination, expiration, or nonrenewal of the contract; and to prescribe penalties and provide remedies.

History: 1984, Act 425, Eff. Mar. 29, 1985;—Am. 1998, Act 192, Eff. Mar. 23, 1999.

The People of the State of Michigan enact:

124.21 Definitions.

Sec. 1. As used in this act:

(a) "Economic development project" means land and existing or planned improvements suitable for use by an industrial or commercial enterprise, or housing development, or the protection of the environment, including, but not limited to, groundwater or surface water. Economic development project includes necessary buildings, improvements, or structures suitable for and intended for or incidental to use as an industrial or commercial enterprise or housing development; and includes industrial park or industrial site improvements and port improvements or housing development incidental to an industrial or commercial enterprise; and includes the machinery, furnishings, and equipment necessary, suitable, intended for, or incidental to a commercial, industrial, or residential use in connection with the buildings or structures.

(b) "Local unit" means a city, township, or village.

History: 1984, Act 425, Eff. Mar. 29, 1985;—Am. 1990, Act 22, Imd. Eff. Mar. 6, 1990.

124.22 Conditional transfer of property; period; written contract; renewal.

Sec. 2. (1) Two or more local units may conditionally transfer property for a period of not more than 50 years for the purpose of an economic development project. A conditional transfer of property shall be controlled by a written contract agreed to by the affected local units.

(2) A contract under this act may be renewed for additional periods of not to exceed 50 years upon approval of each legislative body of the affected local units.

History: 1984, Act 425, Eff. Mar. 29, 1985.

124.23 Formulation of contract; factors.

Sec. 3. When formulating a contract under this act, the local units shall consider the following factors:

(a) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; and the past and probable future growth, including population increase and business, commercial, and industrial development in the area to be transferred. Comparative data for the transferring local unit and the portion of the local unit remaining after transfer of the property shall be considered.

(b) The need for organized community services; the present cost and adequacy of governmental services in the area to be transferred; the probable future needs for services; the practicability of supplying such services in the area to be transferred; the probable effect of the proposed transfer and of alternative courses of action on the cost and adequacy of services in the area to be transferred and on the remaining portion of the local unit from which the area will be transferred; the probable change in taxes and tax rates in the area to be transferred in relation to the benefits expected to accrue from the transfer; and the financial ability of the local unit responsible for services in the area to provide and maintain those services.

(c) The general effect upon the local units of the proposed action; and the relationship of the proposed action to any established city, village, township, county, or regional land use plan.

History: 1984, Act 425, Eff. Mar. 29, 1985.

124.24 Public hearing; notice; majority vote required.

Sec. 4. (1) The legislative body of each local unit affected by a proposed transfer of property under this act shall hold at least 1 public hearing before entering into a contract under this act. Notice of the hearing shall be given in the manner provided by the open meetings act, Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws.

(2) A decision to enter into a contract under this act shall be made by a majority vote of those members elected and serving on the legislative body of each affected local unit.

History: 1984, Act 425, Eff. Mar. 29, 1985.

124.25 Compliance as condition to entering into contract; resolution; referendum; approval by majority of electors; petition; effect of not filing petition or adopting resolution.

Sec. 5. (1) A contract shall not be entered into under this act except in compliance with this section.

(2) If the governing body of a local unit involved in a transfer of property under this act adopts a resolution calling for a referendum on the transfer, the local unit may enter into the contract only if the transfer is approved by a majority of the electors voting on the transfer.

(3) If, within 30 days after a public hearing is held under section 4, a petition signed by 20% or more of the registered electors residing within the property to be transferred is filed with the clerk of the local unit in which the property is located, a referendum on the transfer shall be held in that local unit. If a majority of the electors voting on the transfer approve the transfer, the local unit may enter into the contract.

(4) If no registered electors reside within the property to be transferred and if, within 30 days after a public hearing is held under section 4, a petition signed by persons owning 50% or more of the property to be transferred is filed with the clerk of the local unit in which the property is located, a referendum on the transfer shall be held in that local unit. If a majority of the electors in the local unit voting on the transfer approve the transfer, the local unit may enter into the contract.

(5) If a petition is not filed or resolution is not adopted as provided in this section, the local unit may enter into the contract to transfer the property.

History: 1984, Act 425, Eff. Mar. 29, 1985.

124.25a Violation of MCL 168.1 to 168.992 applicable to petitions; penalties.

Sec. 5a. Except as otherwise provided in this section, a petition under section 5, including the circulation and signing of the petition, is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A petition under section 5(4) that is signed by landowners because no registered electors reside within the property to be transferred is not subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A person who violates a provision of the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992, applicable to a petition described in this section is subject to the penalties prescribed for that violation in the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

History: Add. 1998, Act 192, Eff. Mar. 23, 1999.

124.26 Contract; provisions.

Sec. 6. If applicable to the transfer, a contract under this act may provide for any of the following:

(a) Any method by which the contract may be rescinded or terminated by any participating local unit before the stated date of termination.

(b) The manner of employing, engaging, compensating, transferring, or discharging personnel required for the economic development project to be carried out under the contract.

(c) The fixing and collecting of charges, rates, rents, or fees, where appropriate, and the adoption of ordinances and their enforcement by or with the assistance of the participating local units.

(d) The manner in which purchases shall be made and contracts entered into.

(e) The acceptance of gifts, grants, assistance funds, or bequests.

(f) The manner of responding for any liabilities that might be incurred through performance of the contract and insuring against any such liability.

(g) Any other necessary and proper matters agreed upon by the participating local units.

History: 1984, Act 425, Eff. Mar. 29, 1985;—Am. 2011, Act 114, Imd. Eff. July 20, 2011.

124.27 Contract; additional provisions.

Sec. 7. A contract under this act shall provide for the following:

(a) The length of the contract.

(b) Specific authorization for the sharing of taxes and any other revenues designated by the local units. The manner and extent to which the taxes and other revenues are shared shall be specifically provided for in the contract.

(c) Methods by which a participating local unit may enforce the contract including, but not limited to, return of the transferred area to the local unit from which the area was transferred before the expiration date of the contract.

(d) Which local unit has jurisdiction over the transferred area upon the expiration, termination, or nonrenewal of the contract.

History: 1984, Act 425, Eff. Mar. 29, 1985.

124.28 Conditionally transferred property; jurisdiction.

Rendered Thursday, February 26, 2015

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Sec. 8. Unless the contract specifically provides otherwise, property which is conditionally transferred by a contract under this act is, for the term of the contract and for all purposes, under the jurisdiction of the local unit to which the property is transferred.

History: 1984, Act 425, Eff. Mar. 29, 1985.

124.29 Other method of annexation or transfer prohibited.

Sec. 9. While a contract under this act is in effect, another method of annexation or transfer shall not take place for any portion of an area transferred under the contract.

History: 1984, Act 425, Eff. Mar. 29, 1985.

124.30 Effect of filing contract; entering contract in book; contract as prima facie evidence of conditional transfer.

Sec. 10. The conditional transfer of property pursuant to a contract under this act takes place when the contract is filed in the manner required by this section. After the affected local units enter into a contract under this act, the clerk of the local unit to which the property is to be conditionally transferred shall file a duplicate original of the contract with the county clerk of the county in which that local unit, or the greater part of that local unit, is located and with the secretary of state. That county clerk and the secretary of state shall enter the contract in a book kept for that purpose. The contract or a copy of the contract certified by that county clerk or by the secretary of state is prima facie evidence of the conditional transfer.

History: Add. 1990, Act 22, Imd. Eff. Mar. 6, 1990.

INTERGOVERNMENTAL TRANSFERS OF FUNCTIONS AND RESPONSIBILITIES
Act 8 of 1967 (Ex. Sess.)

AN ACT to provide for intergovernmental transfers of functions and responsibilities.

History: 1967, Ex. Sess., Act 8, Eff. Mar. 22, 1968.

The People of the State of Michigan enact:

124.531 Definitions.

Sec. 1. As used in this act:

(a) "Governing body" means the board, council or body in which the legislative powers of a political subdivision are vested.

(b) "Political subdivision" means a city, village, other incorporated political subdivision, county, school district, community college, intermediate school district, township, charter township, special district or authority.

History: 1967, Ex. Sess., Act 8, Eff. Mar. 22, 1968.

124.532 Authority to contract for transfer of functions or responsibilities.

Sec. 2. Two or more political subdivisions are authorized to enter into a contract with each other providing for the transfer of functions or responsibilities to one another or any combination thereof upon the consent of each political subdivision involved.

History: 1967, Ex. Sess., Act 8, Eff. Mar. 22, 1968.

124.533 Valid contracts; conditions.

Sec. 3. To enter into a valid contract:

(a) The contract shall be approved by concurrent resolution of the governing body of each political subdivision.

(b) The terms of the contract shall be entered in the journal or minutes of proceedings of the governing body of each political subdivision.

(c) A copy of the contract shall be filed with the secretary of state prior to its effective date.

History: 1967, Ex. Sess., Act 8, Eff. Mar. 22, 1968.

124.534 Contents of contracts; provisions.

Sec. 4. (1) A contract shall include:

(a) A description of the functions or responsibilities to be transferred.

(b) The effective date of the contract.

(c) The term of operation under the contract.

(d) The political subdivision that will function as the employer of personnel and staff needed for the transfer of functions or responsibilities.

(e) The manner in which any real property, facilities, equipment, or other personal property required in the execution of the contract shall be transferred, sold, or otherwise disposed of between the contracting parties.

(f) The method of financing to be used and the amount to be paid by each of the participating units in relation to the undertaking involved.

(g) Other legal, financial, and administrative arrangements necessary to effectuate the undertaking.

(2) The political subdivisions that are parties to a contract entered into pursuant to this act have the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised to the extent provided in the contract.

(3) The contents or language of a contract for a transfer of functions or responsibilities under this act shall be a permissive subject of collective bargaining between a political subdivision and a bargaining representative of its employees. If a political subdivision and a bargaining representative of its employees engage in collective bargaining before the contract for a transfer of functions or responsibilities is approved and that political subdivision and that bargaining representative reach an agreement on issues that would obligate the political subdivision that will function as an employer in the joint system, the contract for that transfer of functions or responsibilities shall include those obligations.

(4) Nothing in this act creates an employment relationship between the existing employees of a political subdivision and the proposed joint system.

(5) A joint system is effective through its contract at least 180 days before the actual transfer of functions or responsibilities. Before the joint system's effective date, the political subdivisions that are parties to a

contract shall affirm in writing to the joint system those employees who will be transferred to the joint system.

(6) If employees who are transferred to the joint system are represented by a labor organization, those employees are subject to their previous terms and conditions of employment until those terms and conditions of employment are modified in accordance with 1947 PA 336, MCL 423.201 to 423.217, or for 6 months after the transfer to the joint system, whichever is earlier. Negotiations on a collective bargaining agreement with a joint system shall begin no later than 180 days before the date the employees transfer to the joint system.

(7) Subject to subsection (8), a representative of the employees or group of employees in a political subdivision who previously represented or was entitled to represent the employees or group of employees in a political subdivision under 1947 PA 336, MCL 423.201 to 423.217, shall continue to represent the employees or group of employees after those employees or group of employees are transferred to the joint system.

(8) This section does not limit the rights of employees, under applicable law, to assert that a bargaining representative protected by subsection (7) is no longer their representative. The employees of the joint system are eligible as of the day the joint system becomes effective through its contract to choose their representative under 1947 PA 336, MCL 423.201 to 423.217. This subsection does not extend the time limits as provided in subsection (5).

(9) If multiple labor organizations assert the right to represent all or part of the joint system's workforce or where a substantial portion of the transferred employees were not previously represented, in the absence of a voluntary mutual agreement, at the request of any party or on the initiative of the Michigan employment relations commission, the Michigan employment relations commission shall conduct a representation election.

(10) In the absence of a voluntary mutual agreement, the joint system's workforce shall be merged by using a single seniority list for each of the same or similar classifications. The single seniority list shall be composed of all employees from each political subdivision employed or having recall rights on the date of transfer and shall be used for purposes that include, but are not limited to, initial assignments, layoffs, recalls, and job bidding. Disputes concerning the single seniority list or use of the single seniority list shall be heard by a single arbitrator appointed by the Michigan employment relations commission.

(11) Nothing in this section requires a political subdivision or a joint system to assume a collective bargaining agreement between another political subdivision and its employees.

History: 1967, Ex. Sess., Act 8, Eff. Mar. 22, 1968;—Am. 2011, Act 262, Imd. Eff. Dec. 14, 2011.

124.535 Joint board or commission; establishment; duty; membership.

Sec. 5. A joint board or commission may be established by the political subdivisions involved to supervise the execution of a contract. An officer or employee of the state or a political subdivision or agency thereof, except a member of the legislature, may serve on or with any joint board or commission created by the contract and shall not be required to relinquish his office or employment by reason of such service.

History: 1967, Ex. Sess., Act 8, Eff. Mar. 22, 1968.

124.536 Amendment or termination of contract.

Sec. 6. A contract may be amended by agreement of the parties thereto in the same manner as the original contract was made. A contract may be terminated by joint action of all parties, or by an individual party not less than 1 year after its notice thereof in writing to all other parties.

History: 1967, Ex. Sess., Act 8, Eff. Mar. 22, 1968.

What is Act 425?

In 1984, legislation was adopted in Michigan to promote economic development within the state by providing a method by which cities, villages and townships may agree to engage in cooperative economic development projects for their mutual benefit. (1984 PA 425, MCL 124.21 et seq.)

The legislation recognizes that economic growth of communities is often constrained or thwarted by lack of public infrastructure services within an area targeted for growth. A proposed area of economic growth is faced with the dilemma of investing in the development of the needed services or contracting, at a premium, for the services. The threat of annexation by an adjacent unit of government to provide the services to the proposed area of growth does little to promote cooperative economic expansion.

What are the basic provisions of Act 425?

The basic provision of an Act 425 agreement is the conditional transfer of land from one unit of government to another for a limited period of time, not to exceed 50 years. The agreement must involve an economic development project — defined by the act as “land and existing or planned improvements suitable for use by an industrial or commercial enterprise, or housing development, or the protection of the environment, including, but not limited to, groundwater or surface water.”

Requirements of an Act 425 transfer include:

1. Written agreement

2. Consideration of various factors including:

- population density
- land area and land uses
- assessed valuation
- past and probable future growth, including population increase and business, commercial, and industrial development
- comparative data of the local units of government
- need for organized community services
- cost and adequacy of governmental services
- probable change in taxes
- financial ability of the local unit responsible for services in the area to provide and maintain those services
- general effect on the local units of the proposed action

3. Public hearing and opportunity for referendum

4. **Contractual provisions** of term, authorization for sharing of taxes and revenues, methods of enforcement of contract and indication of which unit has jurisdiction upon termination of agreement

AUTHORIZATION FOR INTERLOCAL AGREEMENTS AND INTERGOVERNMENTAL COOPERATION IN MICHIGAN

CONDITIONAL LAND TRANSFERS

Unlike other intergovernmental cooperation laws in this guide, conditional land transfers are not about performing functions for governmental units or providing services to residents and businesses. Instead, PA 425 deals with land issues between two governmental units, usually a township and a city or village. Rather than allowing annexation disputes to arise in efforts to accommodate economic development, usually a "win-lose" situation, this act attempts to create "win-win" situations by permitting municipal services (most importantly water and sewer) to be provided while the transferring governmental unit benefits from the development. Revenues from taxation of the "transferred" land are shared by the cooperating governmental units.

See *The Conditional Land Transfer Act: Research, Reflections and Policy Recommendations*, Michigan State University Extension's State and Local Government program (web1.msue.msu.edu/slg/materials/PA_425_2005FINAL.pdf).

LEGAL CITATION: Intergovernmental Conditional Transfer of Property by Contract Act, Public Act 425 of 1984, MCL 124.21 et seq.

www.legislature.mi.gov/mileg.aspx?page=getObject&objectName=mcl-Act-425-of-1984

SERVICE OR FUNCTION: To provide for the conditional transfer of land between jurisdictions for the purpose of promoting economic development projects.

APPLICABILITY: Cities, villages, and townships.

FORM OF COOPERATION: Contract providing for the conditional transfer of land between municipalities.

IMPLEMENTATION METHOD: Requires a public hearing. Contracts are entered into by resolution adopted by the legislative body of each affected local unit. Question of entering into contract may be subject to a referendum, in which case contract may be entered into only with majority vote of the electors.

GOVERNANCE: Property is considered part of the jurisdiction to which the land is transferred. It is subject to the municipal ordinances and usually all of the planning and zoning controls of the receiving unit.

FINANCIAL AUTHORITY: No additional taxing power is obtained by cooperating through the provisions of this act.

AGREEMENT PROVISIONS: Agreements must provide for the length of the contract; specific authorization and terms for sharing of taxes and other revenues; methods of contract enforcement; and identification of which unit has jurisdiction of the transferred area upon expiration of the agreement.

Local governments may conditionally transfer property "for a period of not more than 50 years." The agreements may be renewed for additional periods not to exceed 50 years upon approval of the legislative bodies and the acquiescence of their citizens.

EMPLOYEE PROTECTION: Section 6(b) provides: "An employee who is transferred by a local unit due to a contract under this act shall not by reason of the transfer be placed in any worse position with respect to worker's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance, or any other benefits that he or she enjoyed before the transfer."

Grand Ledge City Council Resolution # ____ of 2015

**A Resolution to Approve an Agreement for Professional Planning Services
with Mead & Hunt, Inc., for an Airport Layout Plan update.**

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 09 March 2015, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

Whereas, the City of Grand Ledge, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 03 January 1963, as amended ("Charter"); and

Whereas, Charter §C-14.1(a) provides:

"That the power to make and to authorize the making of contracts on behalf of the City is vested in the Council and shall be exercised in accordance with the provisions of law."; and

Whereas, the City intends to update the Airport Layout Plan for the Abrams Municipal Airport; and

Whereas, the City has previously entered into an agreement with the Michigan Department of Transportation for funds through the federal government for airport development projects;

Now, Therefore, it Is Resolved:

1. The City approves an Agreement for Professional Planning Services with Mead & Hunt, Inc., for an Airport Layout Plan update, as attached.
2. The Agreement is contingent upon the appropriation of the necessary funds in the Annual Budget for the Fiscal Year Ending 30 June 2015.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said Agreement on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said Agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution # ____ of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 09 March 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

(Updated 12/2011)

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT made this _____ day of _____, in the year of 20__ between the Owner (herein referred to as SPONSOR),

City of Grand Ledge
200 East Jefferson Avenue
Grand Ledge, Michigan 48837

and the Planning Consultant (herein referred to as the CONSULTANT),

Mead & Hunt, Inc.
2605 Port Lansing Road
Lansing, Michigan 48906

for the following PROJECT:

Airport Layout Plan Update
Abrams Municipal Airport
Grand Ledge, Michigan

WHEREAS, the SPONSOR proposes to have professional planning services performed for the above described project;

AND WHEREAS, the SPONSOR has caused a review to make of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

AND WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereafter in this Agreement;

AND WHEREAS, the SPONSOR shall compensate the CONSULTANT, in accordance with the Terms and Conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements to be performed by the respective parties hereto, IT IS AGREED by and between the SPONSOR and the CONSULTANT as follows:

Article 1 – Description of Work to be Done

Element 1.1 – CONSULTANT Services

Services to be furnished by the CONSULTANT to the SPONSOR together with the obligations of the SPONSOR or SPONSOR's Agent (Michigan Department of Transportation, Airport's Division - hereafter referred to as AERO) to furnish certain information and data that shall consist of the elements described in Attachment "A", Scope of Work, dated January 20, 2014, attached hereto and made a part hereof.

Element 1.2 – Subconsultant Services

Any services to be provided by subconsultants shall be provided for in a subconsultant agreement that shall meet the written approval of the SPONSOR. Costs of subconsultant services shall be included in Element 3.1 - Fee.

Article 2 – Time of Beginning and Completion

Element 2.1 – Time for Beginning

Upon acceptance of this Agreement by both the SPONSOR and the CONSULTANT, the CONSULTANT shall have 15 calendar days from the date of notification to proceed in which to organize and actually commence work.

(Updated 12/2011)

Element 2.2 – Time for Completion

The estimated time for the CONSULTANT to complete the work in Article 1 of this agreement, ready for submission of final report and drawings to the SPONSOR for final SPONSOR's approval is 150 calendar days from the date the CONSULTANT actually starts work. This time frame does not include estimated time for FAA or AERO airspace review. The planned work schedule is attached as Attachment "B". The CONSULTANT shall report his progress to the SPONSOR with monthly progress reports to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary. Changes in time for completion shall be in accordance with Element 4.4.

Article 3 – Payment

Element 3.1 – Fee

The SPONSOR agrees to pay the CONSULTANT as full compensation for services rendered as set forth in this Agreement as follows:

A firm fixed fee of One Hundred Forty Four Thousand Seven Hundred Sixteen Dollars and 15/100 (\$ 144,716.15) dollars shall be paid to the CONSULTANT for services reflected in Attachment "A", Scope of Work. A breakdown of the cost is included in Attachment "C". Any additional services will be negotiated on a project basis as separate contract amendments to this agreement.

The fee described above shall be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions.

Element 3.2 – Progress Payments

Progress payments for completed work shall be based on a percentage completed basis. All charges for services shall be due and payable upon receipt of an invoice by the SPONSOR.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the State of Michigan or SPONSOR. The CONSULTANT agrees further to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the SPONSOR or AERO. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant 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 subconsultant against the SPONSOR or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in Attachment "G", dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

(Updated 12/2011)

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

Article 4 – Miscellaneous Provisions

Element 4.1 – Design Standards

The CONSULTANT shall follow insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, the SPONSOR's Agent and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT shall be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Element 4.2 – Ownership of Documents

Documents prepared or obtained by the CONSULTANT, such as reports, exhibits, photographs, slides, computer files, tracings, plans, maps, sketches, and drawings as provided under the terms of this Agreement shall be the property of the SPONSOR. Completed original documents as provided under the terms of this Contract will be submitted in final form, and will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed and the CONSULTANT will be released and held harmless of any subsequent liability which may arise from the reuse of these documents.

Element 4.3 – Changes in Work

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work herein provided, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Agreement. The amendment shall describe the change in work, any adjustment in fixed fee, work, schedule and/or payment schedule, herein. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT prior to doing the work.

Element 4.4 – Delays and Extensions

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

Element 4.5 – Insurance and Liability

The CONSULTANT will maintain worker's compensation and public liability insurance as required by law and shall, upon request, show proof of compliance with this requirement.

Element 4.6 – General Compliance With Laws

Unless otherwise specified, this Agreement shall be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all Federal, State and Local laws, rules and regulation applicable to the work.

(Updated 12/2011)

Element 4.7 – Subletting, Assignment and Transfer

The SPONSOR and the CONSULTANT each binds himself, his partners, successors, assignees and legal representatives to the other party to this Agreement and to the Partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the SPONSOR nor the CONSULTANT shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

Element 4.8 – CONSULTANT’s Endorsement

The CONSULTANT shall seal and sign the final plans furnished to the SPONSOR.

Element 4.9 – Disputes

All disputes concerning a question of fact in connection with work not disposed of by agreement between the SPONSOR and the CONSULTANT shall be settled through standard court actions.

Element 4.10 – Responsibility for Claims and Liability

The CONSULTANT shall save harmless the SPONSOR, SPONSOR's Agent, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subconsultants.

Element 4.11 - Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Agreement, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT.

The CONSULTANT will 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 the MDOT with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MDOT under this Agreement due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The CONSULTANT will notify the SPONSOR if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Agreement may have occurred or is threatened to occur. The CONSULTANT will also notify the SPONSOR or AERO if it becomes aware of any persons 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 CONSULTANT's obligation to the SPONSOR or AERO under this Agreement.

Element 4.12 – Prohibition of Discrimination in State Contracts

The CONSULTANT hereby agrees to comply with the requirements of Attachment "D", attached hereto and made a part hereof.

Element 4.13 – Additional Provisions

Not applicable

Element 4.14 – Non-Construction Requirements / Federal Required Clauses

The CONSULTANT hereby agrees to comply with the requirement of the Non-construction requirements of Attachment "E", attached hereto and made a part hereof.

(Updated 12/2011)

IN WITNESS WHEREOF, the parties hereto have fixed their hand this day and date first written.

ACCEPTED BY THE SPONSOR

Witness

City of Grand Ledge
SPONSOR

200 East Jefferson Avenue
Street Address

Grand Ledge, Michigan 48837
City, State, Zip Code

Date

BY: _____
Authorized Representative

ACCEPTED BY THE CONSULTANT

Ann M. Chodwick

Witness

Mead & Hunt, Inc.

2605 Port Lansing Road
Street Address

Lansing, MI 48906
City, State, Zip Code

3-2-2015

Date

BY: *Stephanie A.D. Ward*

Stephanie A.D. Ward, Vice President

(Updated 12/2011)

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment F. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of the Airports Division, Bureau of Aeronautics and Freight Services.

SCHEDULE OF ATTACHMENTS

Attachment A	Scope of Work/Services
Attachment B	Work Schedule
Attachment C	Cost Breakdown
Attachment D	Prohibition of Discrimination in State Contracts
Attachment E	Non Construction Requirement Clauses
Attachment F	Additional Provisions
Attachment G	Prime CONSULANT Statement of DBE Subconsultant Payments

ATTACHMENT "A"

Scope of Services
Airport Layout Plan Update
Abrams Municipal Airport – Grand Ledge, Michigan
February 23, 2015

The Abrams Municipal Airport serves an important role in the general aviation infrastructure of mid-Michigan. The City of Grand Ledge (SPONSOR) and the Michigan Department of Transportation Office of Aeronautics (MDOT AERO) have elected to undertake a study to create an updated airport layout plan (ALP) for the Airport. This study will address numerous areas of interest which have a bearing on the management and development of the airport in the future.

Specific elements that either lead to the development of this update or will be addressed as part of this update include:

- The age of the existing ALP drawing set warrants an update (the last full update of the ALP drawing set not including as-built updates was completed in November 1994)
- The current ALP drawing set does not meet current FAA standards per the FAA SOP 2.00
- The ALP process will review the runway approaches for obstructions
- The ALP process will update the layout of the eastern hangar area
- The ALP will include a boundary survey to support the identification of the property line along M-100 where through-the-fence operations exist.
- The Exhibit "A" Property Map will be updated to meet current FAA standards per the FAA SOP 3.00

This scope of services will outline the tasks to be undertaken as part of this study. The following sections provide a narrative description of the effort and tasks associated with each identified study element:

- 1.0 Study Design
- 2.0 Project Management, Coordination and Communication
- 3.0 Sponsor Involvement
- 4.0 Data Collection / Inventory
- 5.0 Projections of Aviation Operations
- 6.0 Facility Requirements
- 7.0 Alternatives Analysis
- 8.0 Environmental Overview
- 9.0 Airport Layout Plan Set
- 10.0 Documentation

Each element is discussed in more detail on the following pages. The resulting ALP will be developed in accordance with the FAA Standard Operating Procedures ARP No. 2.00 *Standard Operating Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)* and ARP SOP 3.00 *Standard Operating Procedure (SOP) for FAA Review of Exhibit "A Airport Property Inventory Maps*, both effective October 1, 2013.

Task 1.0 Study Design

It is important at the onset of the planning process to design a detailed scope of services to guide the project. The design includes development of a comprehensive scope of services, definition of effort necessary to accomplish the work scope and the preparation of a realistic work effort and cost estimates for completing the work. It also serves to organize the project team, which includes the CONSULTANT and the SPONSOR.

The study effort began in late 2014 when the SPONSOR and CONSULTANT met with MDOT AERO during the Michigan Airport Programming (MAP) meeting. Discussions were had regarding the age of the current ALP, the condition of the approach information and the FAA design standards that should be updated to meet current standards. Additionally, the CONSULTANT met with the Airport Board at their January 2015 meeting to review the items to be included as part of the ALP update effort. The following outlines the assumptions that are being made based upon the discussion at this meeting:

- All new CADD files and drawings will be developed for the ALP.
- Existing critical aircraft categories are unknown at this time, due to the wide variety of aircraft that operate at the Airport. The CONSULTANT will coordinate with the Airport Manager and the FBO to catalog the based and primary itinerant users to establish a critical aircraft for the airport. A user survey will not be conducted as part of the study, based on conversations from the MAP meeting.
- New wind data will be ordered using data from the AWOS at Capital Region International Airport.
- Runway end coordinates will be obtained from the MDOT AERO and field verified as part of the aerial mapping. If data is able to be obtained from a WAAS survey effort, this data will also be incorporated.
- The current instrument approaches for the Airport will be shown and assessed to determine their full impact.
- Evaluation of FAR Part 77 Surfaces and threshold siting surfaces to clear current obstructions, if any are identified, will be provided.
- The proposed crosswind runway, shown in the existing ALP set, will be maintained in the ALP package.
- The proposed extension of Runway 9/27, shown in the existing ALP set will not be considered.
- The existing hangar development in the eastern hangar area will be shown as constructed.
- A hatched area will be shown on the ALP indicating the location of future landside development (including additional hangars) as a part of the Building Area Sheet.
- Building Restriction Line (BRL) setbacks will be the standard 35 feet.
- Obstruction information will be obtained from the aerial photography and digital mapping that will be completed for the inner approach area, not more than 2,500 feet from the end runway.
- The Exhibit "A" Property Map update will be included in the scope of services, along with illustration of any necessary future acquisition. To support the development of the Exhibit A to meet the SOP standards, a boundary survey will be included, along with a title search for the parcels that make

up the airport as well as those along M-100 that have through-the-fence access to the airport .

Task 2.0 Project Management, Coordination and Communication

This task of the study defines the project management, project coordination and communication efforts. The approach provides routine and timely coordination with the SPONSOR throughout the study. Project management tasks will continue throughout all aspects of the anticipated project schedule. The project management and coordination process includes the following elements:

Task 2.1 Project Management

This effort includes communication among the project team for purposes of tracking the progress of the studies. Managing the various technical work tasks among the project team is necessary for a successful project. Project management duties will include:

- Developing and documenting the project plan
- Organizing the project team
- Launching the project activities
- Executing project activities
- Monitoring and controlling the project to achieve results
- Managing/mitigating risks and solving challenges
- Invoicing and monitoring project budget
- Closing out the project

Task 2.2 Sponsor Briefings

Project status briefings will take place throughout the study process. These briefings will take place via a telephone call or an email between the SPONSOR Point of Contact and the CONSULTANT Project Manager. These briefings will include status reports of current work, upcoming meetings and work effort and discussion of any challenges in the study effort which may affect the schedule, process or budget.

The specific points of contact (POC) for the SPONSOR, Airport and the CONSULTANT will be:

SPONSOR POC	CONSULTANT POC
Adam Smith	Stephanie A.D. Ward
City Manager/Airport Manager	Manager, Aviation Services
City of Grand Ledge	Mead & Hunt, Inc.

Task 2.3 Sponsor Approval

Up to two (2) meetings are planned to provide engagement with the SPONSOR to provide information and subsequent approval of the final development to be reflected on the ALP document. The CONSULTANT POC will work with the SPONSOR POC to identify the appropriate points in

the study when these meetings are appropriate.

Task 3.0 Sponsor Involvement

The CONSULTANT believes that coordinating with the SPONSOR and the local governing body, the Abrams Airport Board, will help assess the airport issues and be a vital part of the overall project. Up to three (3) meetings with the Airport Board, over the course of the project, will be held to provide interaction between the SPONSOR POC, the Airport Board, and the CONSULTANT team. These meetings will be scheduled to coincide with critical decision points in the process and will be used to solicit information and responses from the group regarding information presented by the CONSULTANT team.

Deliverables associated with this task will be no more than fifteen (15) project workbooks, including meeting handouts, meeting notification letters and meeting minutes. This will also include one hard copy of the working documents for each of the project work items. General review of all project work items will be handled with a review of a single hard copy document and then subsequent reviews will be handled by the SPONSOR. The SPONSOR will be responsible for providing the meeting location for the meetings. Copies will be provided to MDOT AERO.

Task 4.0 Data Collection/Inventory

The initial step in the inventory process will be to review previous planning, environmental, and other issue-specific studies undertaken for the SPONSOR to determine their continued validity. Data collection and analysis will include:

Task 4.1 Aerial Photography & Digital Mapping

Aerial photography and digital mapping for the project will be provided by a subconsultant (Quantum Spatial). This task will include an ortho-rectified photo as well as digital mapping. We understand that the purpose of this project is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7 and in support of a FAA Non-Vertically Guided Airport Airspace Analysis (NVG-AAA) survey as defined in FAA Advisory Circular (AC) 150/5300 - 18B: Section 2.7.1.3. "*Runways without Vertical Guidance*" (inclusive of paragraphs 2.7.1.3. through 2.7.1.3.4.).

For this project, Quantum Spatial will acquire new vertical stereo aerial photography at a nominal scale of 1"=1,333' for obstruction surface areas and 1"=600' for the airport property. The aerial photography will cover all of the NVG and VG Airspace Analysis surfaces using natural color film during leaf-on conditions.

From the 1"=1,333' aerial photography, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstruction obstacles for all of the NVG & VG

From the 1"=600' aerial photography, we will produce the following:

- Identification and mapping of obstruction obstacles for the VGPS & NVGPS

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for twelve inch orthophoto production. In addition, Quantum Spatial will produce photogrammetric mapping will meet all FAA and NGS standards. Quantum Spatial will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of the Abrams Municipal Airport inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. Quantum Spatial will process the ABGPS data using COR stations and reference it to the project control datums:

- Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the MI State Plane Coordinate System, South zone in International survey feet.
- Vertical: North American Vertical Datum of 1988 (NAVD 88)

The on-site ground control surveys, will include:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16A
- Obtain all necessary ground control photo identifiable control check points required to validate the ABGPS control.
- Control of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- Control for any obstruction obstacles or airport planimetric features that cannot be collected by photogrammetric methods
- Complete map checks for feature attribute data and update the final map file attribution
- Preparation of a survey and quality control plan, imagery plan, and final project report as required for submission to the FAA AGIS online database.

- o All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Airport Obstruction Charts."

Ortho Mapping

Quantum Spatial will use the control solution and scans of the aerial negatives to generate a Digital Elevation Model (DEM) for the NVG and VG surfaces. The aerial scans will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and be delivered in a GeoTIFF file format via external hard drives.

VGA Obstruction Survey

For the VGA Obstructions Surfaces our production personnel will satisfy the following requirements of the AC 150/5300-18B:

- o 2.7.1.2 Analysis of Runway(s) with Vertically Guided Operations
(Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

For the NVGAS obstructions surfaces for RWY 18/36, our production personnel will satisfy the following requirements of FAA AC 150/ 5300-18B:

- o 2.7.1.4. Analysis of Runways - Non-Vertically Guided Operations
(Surfaces include the NVGPS, NVGAS, NVGTS, and NVGHS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified by Quantum Spatial and relayed to the CONSULTANT to initiate field surveyed elevations for the obstruction.

The obstruction deliveries will include the off-airport landmark planimetric mapping. The final data will be delivered in a format to work with ESRI shape files. Feature attributes will be built into a spreadsheet (with key object identifiers). Delivery formats can be discussed and adjusted between the CONSULTANT and Quantum Spatial as the project continues to develop.

Task 4.1 Deliverables

Quantum Spatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to the AGIS website include:

Statement of Work, Imagery Plan and Survey and Quality Control Plan

- o Image Delivery
- o Digital limited landmark detail outside the airport
- o Color digital orthophotos with a 1.0' pixel resolution (GeoTIFF format)
- o Obstruction survey data (that covers NVG and VG surfaces)
- o Surveyed centerline profile on NVG and VG runways
- o NAVAID data
- o Photogrammetrically derived attributes in defined format
- o FGDC compliant metadata
- o Final Report

Other than the 18B delivery, Quantum Spatial will deliver the following items to the CONSULTANT:

- o Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- o 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)

Task 4.2 Existing Documentation

The CONSULTANT will review existing airport planning documents to assist in developing a comprehensive base of information to be used in the planning process. The SPONSOR shall provide the CONSULTANT with copies of any existing electronic files which may be of assistance in developing the ALP update, as well as reports or studies which contain information related to the planning topics identified during the scoping meeting. These may include documents such as, but not limited to the following documents:

- Existing Exhibit "A" Property Map drawings and documents
- Existing deeds related to property acquisition, avigation easements and utility easements
- Existing Airport Approach Protection Plans and/or Airport Zoning Ordinances
- Existing Airport Layout Plan Sets
- Historic aircraft operation reports
- Existing based aircraft
- Itinerant users
- Existing GIS database information

The CONSULTANT shall use the collected data resource information for the various work tasks.

Task 4.3 Existing Facilities

The CONSULTANT will conduct on-site inspections to inventory the following facilities on the existing ALP drawings:

- Runways and taxiways
- Apron and ramp areas
- Terminal and office areas
- Airport access roads
- Maintenance facilities
- Hangars
- Auto parking
- Fuel facilities
- Existing and proposed uses of Airport property
- Airfield lighting
- Landing aids and instrumentation
- Wind data
- Runway Protection Zones

This subtask will also include preliminary engineering necessary to assess the approach survey efforts required to assess possible obstructions to the approaches and the PAPI Obstacle Clearance Surface (OCS). Some of the necessary data will be obtained as part of Task 4.1., however, on-site survey will also be accomplished to verify some elevations and obstructions.

Deliverables for this sub-task will include a brief summary of the existing facilities at the airport, as part of the summary in the ALP narrative report required by the FAA SOP No. 2.

Task 4.4 Historical Levels of Air Traffic

The CONSULTANT will obtain the FAA's Traffic Flow Management System Counts (TFMSC) data provided by the FAA as a resource to identify airport use over the past five (5) years. This data will be used to assist in the identification of the critical aircraft. Deliverables for this sub-task will include a summary of historic operations.

Task 4.5 Tenant and User Surveys

Based on conversations with the MDOT AERO, no uses surveys will be conducted as part of this study. Conversations with the Airport manager and FBO staff will provide the base information needed for critical aircraft and operations (Task 5.0).

Task 5.0 Projections of Aviation Operations

Since this project is not including a traditional master planning effort or master plan document, a full calculation of projections of aviation operations is not provided. This task will instead, utilize the data

collected in Tasks 4.4 and 4.5 to review the likelihood of future development and generally summarize the needs identified in those tasks for inclusion in the SOP 2.0 Narrative Report and the ALP drawing set, where appropriate. During the scoping meetings, no significant future developments were identified that would require projections of aviation operations at this time.

Task 6.0 Facility Requirements

Required facilities will be identified through the inventory of existing facilities compared to the needs identified in Tasks 4.4, 4.5 and 5.0. The anticipated timing of required improvements will also be identified. FAA Advisory Circulars (AC) referenced as part of this task will include but not be limited to: AC 150/5300-13A *Airport Design*; FAR Part 77 – *Objects Affecting Navigable Airspace*; 150/5060-5 - *Airport Capacity and Delay*, and 150/5070-6B *Airport Master Plans*.

Task 6.1 Facility Requirements

To create a more efficient use of the airfield facilities, an analysis will be done to identify individual aircraft reference codes for specific locations on the airport. Facilities to be analyzed include:

- Runways (number, orientation, strength, and length)
- Runway Safety Areas
- Taxiways
- Aircraft apron areas
- General aviation terminal building
- Air cargo
- Hangar areas
- Auto parking
- Support facilities such as maintenance, ARFF, fuel farms, utilities
- Lighting, NAVAIDs, AWOS

Deliverables for this task will include summaries of the facility requirements for review by the SPONSOR.

Task 6.2 Runway Justification Study

The condition of the pavement on Runway 9/27 has been deteriorating in recent years and will need improvement in the near future. MDOT AERO confirmed that a runway justification study will not be necessary for the Runway 9/27 pavement surface improvement project since a preservation type fix (milling and resurfacing) is planned that will not seek federal discretionary dollars. As such, a runway justification study has not been included as a part of the scope for this ALP update project.

Task 7.0 Alternatives Analysis

Once the existing data is inventoried and user needs are cataloged, the CONSULTANT will develop and document feasible alternatives for the development of the Airport's facilities, based on the results of the previous tasks. Each of the alternatives will be graphically illustrated, as appropriate, and presented to the SPONSOR for review and consideration. These alternatives will take into consideration the long-term development of the airport, while also planning for the near-term implementation of projects.

The alternatives analysis will identify potential alternatives for meeting future facility requirements. Alternatives will be identified, graphically depicted, and evaluated in light of the data collected in Tasks 3 through Task 6.

Deliverables for this task will include graphics and text as appropriate to summarize and document the merits of each alternative developed. This information will be presented in a working paper format which will be included in the summary project report.

Task 8.0 Environmental Overview

This element will provide a cursory review of environmental factors to determine if any of the impact areas identified in FAA Orders 1050.1E, and 5050.4B need detailed review in a subsequent environmental assessment or other environmental document.

In accordance with the guidelines established in the referenced FAA Orders, the impact categories will be reviewed in a cursory manner using the existing information available from the Airport sources and available Federal and State sources. The CONSULTANT will coordinate with the various state and federal agencies having environmental concerns. The bulk of this review will involve correspondence with the appropriate resource agencies, whereby an opinion of potential environmental impacts/issues will be requested. No additional wetland delineation and Section 106 (historic, archeological, and cultural resources) review will be included as part of this document. This effort will be limited to the summarization of the responses received from the various resource agencies and not additional field verification will be completed. Results of this task will be included in the narrative report, as an appendix.

Task 9.0 Airport Layout Plan set (ALP)

Development recommended for the Airport over the 20-year planning period will be exhibited in a graphic manner within the ALP set. The ALP set will be created with the use of the aerial photography and associated topographic information generated by Quantum Spatial. The ALP set will be updated in accordance with the FAA ARP SOP No. 2.0 as well as FAA AC 150/5300-13A, change 1. Preparation of the ALP will be based on the findings of the previous tasks and will include the following individual drawings:

- **TITLE SHEET:** This sheet will include the approval signatures and the approval letter. The final approval letter will be entered into the electronic files so that it will be a part of the complete ALP

drawing package.

- **AIRPORT DATA SHEET:** This sheet will contain runway data tables, airport data tables, the airport wind rose and wind data table and locational maps to illustrate the geographic location of the airport.
- **AIRPORT LAYOUT PLANS:** It is anticipated that multiple drawings may need to be created to show existing and future development of the airport. These plans will be line drawings showing major airport facilities, airport boundaries, and runway protection zones, etc.
- **AIRPORT AERIAL PLAN:** The Airport Aerial Plan shall be drawn using aerial photography. This sheet is a line drawing showing existing facilities, airport boundaries, and runway protection zones superimposed on an aerial photo.
- **BUILDING AREA SHEETS:** This shall be a sheet (possibly two depending on the findings of the building area alternatives) showing all new and future development in the administration, FBO, and other aeronautical use areas.
- **RUNWAY APPROACH SHEETS:** Approach drawings shall be drawn using the new aerial photography. Runway 18, Runway 36, Runway 9 and Runway 27 will be illustrated in separate sheets along with future sheets, if necessary, to provide more clarity in the information being conveyed. The locations of objects in plan and profile, existing and future, will be shown on separate sheets. Plan views shall be superimposed on aerial photos or a detailed line drawing. The data needed for these sheets will be a result of a field survey and photogrammetry, to determine obstructions to FAR Part 77 surfaces which must be numbered in plan and profile. The obstructions will be listed numerically in a table with data describing the obstruction type, top elevation, allowable elevation, amount of penetration, and proposed dispositions. Elevations of roads, railroads, power poles, trees, buildings, etc., in the approaches shall be shown. Part 77 surfaces for existing, future, and ultimate approaches will be shown. The FAA threshold siting surface (TSS) and any navigational aid surfaces such as the PAPI OCS surface will also be included.
- **FAR PART 77 SURFACES:** FAR Part 77 surfaces will be superimposed on a USGS quadrangle map. This sheet shall depict objects which violate FAR Part 77 surfaces that have not been identified on the ALP or approach sheets. Top elevation of each obstruction will be listed in a table. The CONSULTANT will receive an obstruction summary from the MDOT AERO which will be included on this drawing. This will include tall structures which are contained in the FAA OEAAA database. The CONSULTANT will field verify the existence of towers noted in the FAA OEAAA database through the use of a driving tour of the area within the Part 77 Surfaces. The CONSULTANT will only confirm their existence, no validation of height or exact location will be part of this contract.

- **EXHIBIT "A" PROPERTY MAP PLAN:** Existing and future Airport property limits will be delineated. Base information will be taken from the existing airport Exhibit "A" Property Map and information provided to the CONSULTANT by the Airport and the MDOT AERO. A boundary survey is being included in this effort, along with an informational parcel search to provide specific information on the airport property as well as those parcels considered to have through-the-fence access to the airport. This data will be valuable in the development of the updated drawing set. This effort may result in several sheets being developed depending upon the legibility of the information once they are combined into a single drawing. An update of the property acquisition dates is planned for the Exhibit "A" Property Map to meet FAA ARP SOP. 3.0 – *Standard Operating Procedure (SOP) for FAA Review of Exhibit "A" Airport Property Inventory Maps* requirements.

The Airport Layout Plan will consist of 24" x 36" sheets, containing sufficient data to obtain approvals from the FAA and MDOT AERO. The SOP 2.0 Appendix A which contains the ALP checklist and outlines in detail the items required on the base ALP sheets, shall become part of the agreement between the SPONSOR and the CONSULTANT. All of the sheets in the ALP shall depict existing conditions and shall reflect the current FAA and MDOT AERO standards and the changes based on this study.

The CONSULTANT will submit a signed copy of the SOP No. 2.0 checklist to the MDOT AERO for airspace review. Preparation of the ALP set shall be on CAD equipment and shall conform to the current MDOT Aero CADD Standards. Specific deliverables associated with the production of the ALP are shown in Task 10 – Documentation.

Task 10.0 Documentation

An effective airport plan places emphasis on developing concise, effective study documentation. Several types of materials will be produced to document the planning process conducted as part of Tasks 1-9 and is noted below.

Task 10.1 Meeting Handouts

Meeting handouts documenting each phase of the study's technical analysis will be prepared and distributed for the SPONSOR POC review and comment. Not more than fifteen (15) copies of each handout will be developed for distribution as determined acceptable by the SPONSOR. In addition, a project notebook (three-ring binder) will be provided for collection of working papers and other project documents.

Task 10.2 Narrative Report

The CONSULTANT shall prepare a narrative report that catalogs the planning process and generally documents the findings of the tasks outlined in this scope of services per FAA ARP SOP 2.00. The draft report shall be submitted to MDOT AERO for review at the time the ALP is submitted for review. Five (5) final reports will be developed as part of the study with one copy being provided to the MDOT AERO and four copies provided to the SPONSOR.

Task 10.3 Airport Layout Plans

The Airport Layout Plan sets will be provided in a final draft form for FAA airspace review and SPONSOR approval. It will then be published as a final document for distribution upon receipt of FAA and MDOT AERO approval. The documentation will include the following:

AERO reviews:	1 full set 24" x 36" drawings 1 st draft 1 electronic copy of ALP set in AutoCAD 2 ND draft 1 full set 24" x 36" drawings 2 nd draft
FAA Airspace:	2 full sets 24" x 36" drawings 1 electronic PDF set of ALP drawings
Final Drawings:	2 full sets 24" x 36" drawings for AERO use/distribution 1 full set 24" x 36" drawings for SPONSOR use 2 electronic PDF set of ALP drawings on CD (AERO/SPONSOR) 1 electronic AutoCAD set for AERO use

Task 11.0 Reviews

There will be several iterations for reviews to provide evaluation of the ALP drawing set as noted below.

Task 11.1 Sponsor Review

The CONSULTANT will meet with the SPONSOR once the ALP is completed to approximately 75% to review the information contained in the document prior to finalizing the document for submission to the MDOT AERO and FAA.

Task 11.2 MDOT Review – 1st Draft

The CONSULTANT will meet with the MDOT AERO to review the draft ALP after it has been submitted for review. This meeting will be used to review all sheets in the ALP set. The CONSULTANT will make any necessary to the ALP set based upon comments from the meeting and resubmit to MDOT AERO as part of Task 11.3

Task 11.3 MDOT Review – 2nd Draft

The CONSULTANT will meet with the MDOT AERO to review the final draft ALP after it has been submitted for review. This meeting will be used to review all sheets in the ALP set. The CONSULTANT will make any necessary to the ALP set based upon comments from the meeting and resubmit to MDOT AERO to submit to the FAA for airspace review as part of Task 11.4.

Task 11.4 FAA Airspace Review

The CONSULTANT will meet with the MDOT AERO to review the comments from the FAA based upon the airspace review. The CONSULTANT will make any necessary to the ALP set based upon comments from the meeting and resubmit to MDOT AERO for final distribution noted in Task 11.5.

Task 11.5 Final ALP Distribution

The CONSULTANT will produce the final ALP sets as noted in Task 10.3 for distribution to the MDOT AERO/FAA and the SPONSOR.

ATTACHMENT B Work Schedule

Schedule subject to change based upon coordination of meeting dates and various review periods. Total project is expected to take approximately 18-20 months, including FAA and MDOT review times. The schedule may also be subject to shifts related to weather and the ability to capture the aerial imagery necessary to begin the project.

Work shall commence within 15 working days of receipt of Notice to Proceed (NTP)

Thirty – Forty Five (30-45) days from NTP

- Aerial photography ordered – delivery approx. 120 days after NTP to subconsultant
- Begin data collection effort
- Review existing documentation
- Begin inventory of existing facilities
- Begin collection of historical levels of air traffic
- Initiate users surveys (passenger, tenant and itinerant users)
- Hold kick-off meeting (Meeting #1)

Ninety (90) days from NTP

- Complete data collection effort
- Complete review of existing documentation
- Complete inventory of existing facilities
- Complete collection of historical levels of air traffic
- Continue work on user surveys
- Develop projections of aviation demand
- Begin analysis of facility requirement

Approximately 150 days from NTP

- Receive aerial photography
- Complete user surveys
- Complete facility requirement assessment
- Prepare and evaluate alternative development scenarios
- Begin environmental overview assessment
- Conduct Meeting #2

After Meeting #2 (60 days)

- Begin work on ALP set
- Begin narrative report
- Complete Environmental overview assessment
- Complete selection of alternative development scenarios for use in the ALP development.
- Receive approval on proposed development

Approximately 60 days after Meeting #2

- Conduct Meeting #3 to review the final recommendations

After Meeting #3 (60 days)

- Complete ALP set
- Complete narrative report
- Conduct Sponsor approval meeting
- Submit ALP for FAA review

Review Process (90 days) estimate of FAA review time

- Conduct Sponsor approval meeting to address FAA comments (if necessary)

- Submit ALP for FAA and Sponsor review
- Submit narrative report for review by FAA and Sponsor

After Receipt of FAA and Sponsor Comments (30 days)

- Finalize ALP set and narrative report
- Conduct final approval meeting with Airport Board

ATTACHMENT "C"

AIRPORT: Abrame Municipal Airport
PROJECT DESCRIPTION: Airport Layout Plan Update (ALP) per FAA SOP 2.00

DATE: 23-Feb-15
TIME:
BY: sadw
FILE:

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER	PROJECT ENGINEER	PLANNER III	SURVEYOR V	CLERICAL	CAD TECH VI	ENVIRONMENTAL SPECIALIST	ENGINEER III
	RATE:	\$52.91	\$45.92	\$37.10	\$23.99	\$29.85	\$16.52	\$28.45	\$43.92	\$30.79
Task 1 - Study Design										
Scoping Effort	8						8	4		
Kick-off meetings with SPONSOR	8				8			4		4
Kick-off meeting with MDOT AERO	2				2			2		4
Task 2 - Project Mngt, Coord & Communication										
Task 2.1 - Project Management	40						8			
Task 2.2 - SPONSOR Briefings	16									
Task 2.3 - SPONSOR Approval - 2 meetings	6				4					6
Task 3 - SPONSOR Involvement - 3 meetings	12				12			6		6
Task 4 - Data Collection/Inventory										
Task 4.1 - Aerial Photography & Mapping	4							10		
Control Surveying for spot checks of obstructions	4					24		8		8
Task 4.2 - Existing Documentation	2				8			8		
Task 4.3 - Existing Facilities - including site visit	2					8		8		
Task 4.4 - Historical Levels of Air Traffic	2				10					
Task 4.5 - FBO Coordination	2				6					
Task 5 - Projections of Aviation Operations	2				10					
Task 6 - Facility Requirements										
Task 6.1 - Facility Requirements	4				10			4		4
Task 6.2 - Runway Justification Study - not included										
Task 7 - Alternatives Analysis										
Task 7.1 - Alternatives Analysis	4				8			16		
Task 8 - Environmental Overview										
Task 8.1 - Environmental Overview	2				6				16	
Task 9 - Airport Layout Plan Update										
General Layout of drawing set								40		
Title Sheet	1							4		
Data Sheet	1							8		
ALP sheets (Existing, Future)	4							40		
Aerial Sheet	1							8		
Building Sheet	2							8		
Runway Approach Sheets - may be multiple per runway end	4							56		
Part 77 Surface Sheet	1							8		
Exhibit 'A' Property Map								16		
Review of existing property information	2							16		
Update of electronic files to new FAA SOP No.3.0	10					12		60		8
Task 10 - Documentation										
Task 10.1 - Meeting Handouts	4				16			8		
Task 10.2 - Narrative Report	2				12			4		
Task 10.3 - Airport Layout Plans - prints for 1st review	2							2		
Task 11 - Reviews										
Task 11.1 - Sponsor review	5							5		
Task 11.2 - MDOT 1st draft review & associated edits	2							8		
Task 11.3 - MDOT 2nd draft review & associated edits								2		
Task 11.4 - FAA airspace review edits	2							2		
Task 11.5 - Final plots of ALP to MOOT/FAA & SPONSOR								4		
		163	0	0	114	44	16	369	18	40
DIRECT LABOR COST:	\$25,352.98	\$8,808.03	\$0.00	\$0.00	\$2,734.86	\$1,313.40	\$264.32	\$10,458.05	\$702.72	\$1,231.60

EXPENSES			
MILEAGE (MI)	100	\$0.57	\$57.00
RENTAL CAR	6	\$55.00	\$330.00
HOTEL (NIGHTS)	0	\$100.00	\$0.00
AIRPLANE/HR	0	\$600.00	\$0.00
24x36 DWGS	102	\$10.00	\$1,020.00
MEALS (DAY/PERSON)	0	\$40.00	\$0.00
MEALS(EA/PERSON)	3	\$10.00	\$30.00
SURVEY MONKEY	0	\$30.00	\$0.00
WORKING DOCS/MTLS	1	\$450.00	\$450.00
WIND DATA	1	\$250.00	\$250.00
WORKBOOKS	15	\$30.00	\$450.00
TOTAL EXPENSES:			\$2,587.00

Assumes 6 trips to Grand Ledge to meet with SPONSOR for Approval and coordination meetings (Tasks: 2.3.3 & 11)

Control Surveying for Task 4.1 includes several weeks worth of hours to provide all surveying necessary for AGIS compliance. This survey will be provided by Quntum Spatial and their subconsultant.

ALP is expected to include 17 sheets - 6 sets needed for reviews - 102 sheets

Quntum Spatial costs include:

Aerial & Mapping

Ground Control

2' contours & PAPI OCS

Boundary Survey

Tide Information

\$29,925
\$14,000
\$5,500
\$40,425
\$7,600
\$5,000 Approx. 14 parcels at \$350/parcel for Informational search

SUMMARY - TOTAL	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.85	TOTAL LABOR COSTS	EXPENSES	FEE @ 0.11	SUB TOTAL	SUB-CONSULTANT	PROJECT TOTAL
Subconsultants								
Quantum Spatial	\$49,425.00							
Boundary Survey & Informational Search	\$12,500.00							
Total	\$61,925.00	\$26,352.98	\$46,803.01	\$2,587.00	\$7,848.16	\$62,791.15	\$61,925.00	\$144,718.16

(Updated 12/2011)

**ATTACHMENT D
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 Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an 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 handicap 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, will contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action will include, but not be limited to, the following: employment, 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 will, 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 his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will 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 himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the 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 Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which 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, and including the governing boards of institutions of higher education, until the contractor complies with said order of the 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 Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency will be notified of such possible remedy and will be given the option by the Civil Rights Commission to participate in such proceedings.

(Updated 12/2011)

9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

Attachment E
NON-CONSTRUCTION REQUIREMENT CLAUSES

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 procurements 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. **Solicitations for Subcontracts, Including Procurements 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 procurements 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 or 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 procurements of materials and leases of equipment, unless exempt by the Regulations or directives 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.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL CIVIL RIGHTS
PROVISIONS
49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport SPONSOR or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ACCESS TO RECORDS AND REPORTS
49 CFR PART 18.36(i)**

The Contractor will maintain an acceptable cost accounting system. The Contractor agrees to provide the SPONSOR, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

**RIGHTS TO INVENTIONS
49 CFR Part 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the SPONSOR of the Federal grant under which this contract is executed.

Appendix C

Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)
(Revised October 1, 2005)

- 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.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
49 CFR Part 20, Appendix A**

(1) No Federal appropriated funds will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**TRADE RESTRICTION CLAUSE
49 CFR PART 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor will provide immediate written notice to the SPONSOR if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by

reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**TERMINATION OF CONTRACT
49 CFR Part 18.36(i)(2)**

For all contracts in excess of \$10,000:

- a. The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services will be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.
- b. If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
49 CFR Part 29**

For all contracts in excess of \$25,000:

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it will attach an explanation to this solicitation/proposal.

BREACH OF CONTRACT TERMS

49 CFR Part 18.36

For all contracts in excess of \$100,000:

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**CLEAN AIR AND WATER POLLUTION CONTROL
49 CFR Part 18.36(i)(12)
(April 14, 2008)**

Contractors and subcontractors agree for all contracts in excess of \$100,000:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

(Updated 12/2011)

**ATTACHMENT F
ADDITIONAL PROVISIONS**

Attachment G

Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime CONSULTANT in meeting contractual obligations to DBEs.

PRIME CONSULTANT: _____ CHECK IF PRIME IS MDT-DBE CERTIFIED AUTHORIZATION NO. _____ CONTRACT NO. _____
 BILLING PERIOD: _____ Check if Final Payment JOB NO. _____

CERTIFIED/DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED	
							SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime CONSULTANT I state that to the best of my knowledge this information is true and accurate

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE) _____ TITLE _____ DATE _____

COMMENTS _____

CONTRACT ADMINISTRATOR (SIGNATURE) _____ DATE _____

SPECIAL NOTE: "Prime CONSULTANT or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

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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 Contract Administrator with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

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

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

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

For "Total Contract Amount" report the total amount of the contract between the prime CONSULTANT and the subCONSULTANT.

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

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

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

For "Actual Amount Paid During this Reporting 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 CONTRACT ADMINISTRATOR:

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