AGENDA

St. Clair County Board of Commissioners
Environmental/Public Works Committee

Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060

July 1, 2021 at 6:00 PM

1. Roll Call/Opening

2. Additions/Deletions/Changes to the Agenda

3. Citizens to be Heard

4. Updates

5. Conceptual Initiatives

6. Old Business

7. New Business

A. Professional Services Contract Award for the Preliminary Engineering and Design for North Channel Property

B. Proposed Grant Writer Position - Parks and Recreation Commission

C. Resolution 21-12 Approving Sponsor Contract for the Reconstructions of Taxiway Lighting - Taxiway B - Construction

D. St. Clair County Economic Development Loan Program

8. Smiths Creek Landfill Activities Reports

A. Smiths Creek Landfill Activities Reports

9. Other Environmental/Public Works Matters

10. Information Only

11. Receive and File Packets

12. Adjournment

Committee Chair: Dave Vandenbossche

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Professional Services Contract Award for the Preliminary Engineering and Design for North Channel Property

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	6/15/2021	Cover Memo
🗋	Bid Tabulation	6/15/2021	Cover Memo

COUNTY OF ST. CLAIR

To: St. Clair County Board of Commissioners
St. Clair County Parks and Recreation Commission
Karry Hepting, Administrator / Controller

From: Nancy Winzer, County Parks Director

Re: Professional Services for Preliminary Engineering and Design

Date: June 11, 2021

St. Clair County Parks and Recreation has been awarded a 1.4 million dollar grant to acquire a 16.25 acre property along the North Channel of the St. Clair River in Clay Township. This property will be developed into a fully accessible County Park.

In order to proceed with the property development, a request for proposals was sent out to our list of pre-qualified professional engineering firms for proposals to conduct preliminary engineering and design for the property.

We received four proposals from pre-qualified firms. The tabulation is as follows:

Vendor	Estimated Hours	Total Price	Price Per Hour
SmithGroup	849	$ 118,790.00	$ 139.92
Spicer Group	762	$ 135,706.00	$ 178.09
Rowe Professional Services	452.5	$ 92,200.00	$ 203.76
Fishbeck	848	$ 131,800.00	$ 155.42

Based on the proposals received and our prior experience working with SmithGroup, I recommend that we award a contract to SmithGroup in the amount of $118,790.00.

If you have any questions regarding this project, please contact me by email or phone.

200 Grand River Avenue, Suite 107 – Port Huron, Michigan 48060
Phone: 810-989-6960 – Fax: 810-985-3762

RFP-PR-0521-411 North Channel Park Development
BID OPENING May 24, 2021 2:00 PM

VENDOR	DATE,TIME RECD	TOTAL BID AMT	COMMENTS
SMITHGROUP	5/21/21 10:00 AM	*$118,790.00*	SMITHGROUP PM Blough BMJ Engineers Tetra Tech
Spicer Group	5/21/21 11:35 AM	*$135,706.00*	
Rowe Professional Services Co.	5/21/21 12:38 PM	*$92,200.00*	Rowe Professional Services ASTI Environmental G2 Consultants
Fishbeck	5/21/21 3:47 PM	*$131,800.00*	Fishbeck Grissim Metz Andriese Associates G2

RFP-PR-0521-411 Preliminary Engineering and Design for New County Park, Clay Township

	1. Digital Base Map			2. Geotech. Invest.			3. Public swim. Beach			4. Public input session			5. Program stmt/elements			6. Park Master Plan			7. Prlim concept cost est.		
VENDOR	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl
SMITHGROUP	153	$20,270.00	6-8 wks	32	$4,040.00	6-8 wks	78	$10,470.00	4-6 wks	50	$7,870.00	2-3 wks	22	$3,860.00	1-2 wks	280	$38,740.00	8-10 wks	14	$1,890.00	1 week
Spicer Group	130	$24,090.00	60 days	64	$12,750.00	280 days	38	$6,778.00	20 days	64	$9,572.00	30 days	26	$3,748.00	5 days	160	$26,920.00	60 days	18	$3,186.00	3 days
Rowe Professional Services Co.	52	$36,360.00	Aug-21	3	$4,560.00	Jun-21	24.5	$4,400.00	Aug-21	25	$3,475.00	Aug-21	14	$1,025.00	Sep-21	219	$27,780.00	Oct-21	24	$2,880.00	Nov-21
Fishbeck	163	$19,500.00	5 weeks	16	$5,100.00	4 weeks	73	$12,200.00	2 weeks	38	$6,700.00	6 weeks	62	$10,500.00	2 weeks	128	$20,200.00	3 weeks	36	$5,900.00	1 week

	8. Invest. Grant opportys			9. Phased Const. strategy			10. Material booklet consol.			11. Presentation @ PARC			12. Prep/sub zoning/site plan			13 Prep matls for EGLE/USACE			GRAND TOTAL		
VENDOR	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	Time / Compl	Est. Hours	Total Price	
SMITHGROUP	16	$2,560.00	1 week	16	$2,260.00	1-2 wks	54	$6,830.00	2-4 wks	16	$2,730.00	1 week	82	$11,940.00	2-4 wks	36	$5,330.00	2-4 wks	**849**	**$118,790.00**	
Spicer Group	26	$4,200.00	5 days	16	$2,350.00	5 days	12	$2,334.00	5 days	14	$2,418.00	5 days	124	$20,760.00	90 days	70	$16,600.00	20 days	**762**	**$135,706.00**	
Rowe Professional Services Co.	11	$1,335.00	Nov-21	11	$1,365.00	Nov-21	14	$1,720.00	Dec-21	12	$1,710.00	Dec-21	35	$4,560.00	Feb-22	8	$1,030.00	Feb-22	**452.5**	**$92,200.00**	
Fishbeck	20	$3,200.00	2 weeks	20	$3,400.00	1 week	24	$4,000.00	1 week	22	$3,500.00	2 weeks	164	$25,000.00	6-12 wks	82	$12,600.00	2 weeks	**848**	**$131,800.00**	

Notes:

SMITHGROUP	1. Grand Total for project costs includes reimbursable expenses related to travel and printing unless expressly excluded in the scope of work. 2. Many of the tasks will run concurrently. Based on typical project durations and current workload we anticipate the total scope of work to take approximately 6 to 8 months complete Cost per addtl public engagement meeting (assume online) $1,800.00 Cost per addtl meeting w/Clay Twp officials $2,100.00 Cost for Water Quality Testing $2,200.00
Spicer Group	
Rowe Professional Services Co.	1. Digital base map fee includes hours for survey and environmental consultant
Fishbeck	Architectural Design Services/Construction Engineering Services and development of construction plans not included; construction document preparation additional $50,000 Survey work in water addtil $4300 (est) Title work addtl $2500 (est) Addition of ATV drilling rig $450/day - see G2 consultant

Proposed Grant Writer Position - Parks and Recreation Commission

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo from Nancy Winzer	6/15/2021	Cover Memo

COUNTY OF ST. CLAIR

To: Board of Commissioners
Parks and Recreation Commission
Karry Hepting, Administrator / Controller

From: Nancy Winzer, Parks and Recreation Director

Re: Grant Writer Proposal

Date: June 7, 2021

Due to the large amount of grant opportunities that are available to our area, I would like to add a casual, part-time grant writer position to our department. We will use this grant writer on an as needed basis as grants that would be beneficial to County Parks become available. I would like to recommend this position be compensated at a rate of $60.00 an hour in an amount not to exceed $40,000 per year.

Furthermore, I would like to recommend Kim Harmer for this position. She currently works for the City of Port Huron as a part time grant writer and has had great success bringing monies to the City. She retired from the City of Port Huron as the Planning Director and has a lot of experience in this field. We would continue to use Kim only if the County was seeing a successful amount of monetary gain to our projects and would be reevaluated if not.

Over the past four years, Kim has successfully obtained over 40 grants for the City. She has obtained and managed them from application preparation to submittal and completion. She has helped the City receive $3.3 million in grant funds and over $1.5 million in donations for match funds and support on grant projects. Projects she has helped obtain funding for were:

- Lakeside Park
- Pine Grove Park – Restrooms, pavilion, observation patio, parking
- Riverside Boat Launch – Restrooms, parking lot restoration
- Lighthouse Beach – Restrooms, observation patio, fitness stations, play equipment
- Palmer Park – Sprout City, Super Slide, play equipment, Grow Buddies Garden
- Gratiot Park – Play equipment
- Optimist Park – Play equipment, Skatepark
- McMorran Place – Theatre Lighting/Sound, Plaza improvements
- Bridge to Bay Connector Trail (linking Holland Woods and Northern High Schools)
- Sanborn Park Nature Trail Expansions
- SportPort and Play Packs, Security Cameras for Parks, Sanborn Baseball Diamond Fence, Knox Park Improvements and similar program needs for area families and kids to encourage active, creative play

200 Grand River Avenue, Suite 107 – Port Huron, Michigan 48060
Phone: 810-989-6960 – Fax: 810-985-3762

Resolution 21-12 Approving Sponsor Contract for the Reconstructions of Taxiway Lighting - Taxiway B - Construction

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 21-12 Airport Sponsor Contract Approval Reconstruct Taxiway B Lighting Construction	6/23/2021	Cover Memo
🗋	Memo Reconstruct Taxiway- B Lighting Sponsor Contract	6/23/2021	Cover Memo
🗋	Port Huron 2021-0767	6/23/2021	Cover Memo
🗋	Digital sign FAA Sponsor Cert - Conflict of Interest August 2020 - Port Huron 3321	6/23/2021	Cover Memo
🗋	Digital sign FAA Sponsor Cert - Drug-Free Workplace August 2020 - Port Huron 3321	6/23/2021	Cover Memo
🗋	Digital sign FAA Sponsor Cert - Selection of Consultants August 2020 - Port Huron 3321	6/23/2021	Cover Memo

RESOLUTION 21-12

ST. CLAIR COUNTY INTERNATIONAL AIRPORT

Reconstruct Taxiway Lighting – TWY B - Construction

EXTRACT FROM THE MINUTES OF A REGULAR MEETING OF THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS IN ST. CLAIR, MICHIGAN HELD ON JULY 15, 2021.

The following Resolution was introduced, read in full, considered and adopted:

RESOLUTION 2-12

WHEREAS, ON JULY 15, 2021 A RESOLUTION ADOPTING THE EXECUTION OF THE SPONSOR CONTRACT BY THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS, OF PORT HURON, MICHIGAN, AND THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER CONTRACT NO. 2021-0767 WAS APPROVED.

BE IT RESOLVED by the members of the St. Clair County Board of Commissioners:

Section I. That the St. Clair County Board of Commissioners shall enter into a Sponsor Contract for development of the St. Clair County International Airport, and such Sponsor Contract shall be as set for herein below:

Section II. That the Chairperson of the St. Clair County Board of Commissioners is hereby authorized and directed to execute said Sponsor Contract in two (2) copies on behalf of the County of St. Clair, Michigan and the County Clerk is hereby authorized and directed to impress the official seal and to attest said execution:

Section III. That the Sponsor Contract referred to herein below shall be attached:

Dated: **July 15, 2021**

ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

Reviewed and Approved by:

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Gary A. Fletcher
County Corporation Counsel
511 Fort Street, Suite 101
Port Huron, MI 48060

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MEMO

St. Clair County International Airport

TO: Karry Hepting, Administrator Controller

St. Clair County Board of Commissioners

FROM: Kathy Reaume, Airport Director

DATE: June 22, 2021

SUBJECT: Reconstruct Taxiway B Lighting (Parallel to Runway 4/22) Construction Sponsor Contract, Federal Project No: H-26-0080-3321

Please find enclosed a Sponsor Contract for a Federal/State/Local airport project to reconstruct Taxiway Bravo Lighting. Taxiway Bravo is parallel to the ILS runway 4/22.

The Reconstruct of Taxiway Bravo Lighting is being considered by the FAA to be 100 percent (100%) discretionary funded. The actual MDOT and Local share of this project will be determined at the time of financial closure of the FAA Grant. The maximum obligation of St. Clair County will be 5 percent (5%) of the total project cost. Not to exceed $31,800.

Projected

Federal Share:	$636,003.00
State Share:	$0.00
Local Share (Projected):	$0.00
Total Project Cost:	$636.003.00

This project is slated for a total of 35 calendar days. With your approval, the construction will begin August of 2021.

EXHIBIT 1

ST. CLAIR COUNTY INTERNATIONAL AIRPORT
PORT HURON, MICHIGAN

Project No. H-26-0080-3321
Job No. 125058CON

06/09/21

	Federal	State	Local	Total
PLANNING	$0	$0	$0	$0
DESIGN	$0	$0	$0	$0
CONSTRUCTION	$636,003	$0	$0	$636,003
Reconstruct Taxiway Lighting - Twy B (Parallel to Runway 4/22)	$552,873	$0	$0	$552,873
CONSULTANT contract fee	$83,130	$0	$0	$83,130
TOTAL PROJECT BUDGET	**$636,003**	**$0**	**$0**	**$636,003**

Federal Billing Breakdown:

Bill #1 $636,003 SBGP 12921 Grant Award Date: Pending

Bid Date & Type: 04/22/21

Period of Performance End Date: 12/01/22

MAC Approval: 05/26/21

CONTRACT NO. 2021-0767
FEDERAL PROJECT NO. H-26-0080-3321

MICHIGAN DEPARTMENT OF TRANSPORTATION

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

CONTRACT FOR A FEDERAL/STATE/LOCAL

AIRPORT PROJECT

UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and St. Clair County Board of Commissioners (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the St. Clair County International Airport, whose associated city is Port Huron, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated June 6, 2021 attached hereto and made a part hereof.

PROJECT DESCRIPTION:
Reconstruct Taxiway Lighting - Twy B (Parallel to Runway 4/22) - Construction

Recitals:

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

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

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

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

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 6, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

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

3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

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

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

4. With regard to audits and record-keeping:

   a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.

   b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.

6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

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

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

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

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST.

9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

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

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

IT IS FURTHER AGREED THAT:

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

Federal Share $636,003.00
Maximum MDOT Share $0.00
SPONSOR Share $0.00
Estimated PROJECT COST $636,003.00

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

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

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

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

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

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

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

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

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

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years if the PROJECT has not yet begun.

17. Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the PROJECT under this Contract.

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

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:

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

b. The SPONSOR will carry out the applicable requirements of MDOT's DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

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

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

25. This Contract will be in effect from the date of award (the date of the final signature) through twenty (20) years.

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

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

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

By: ___________________________________

Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: ___________________________________

Authorized Signer

EXHIBIT 1

ST. CLAIR COUNTY INTERNATIONAL AIRPORT
PORT HURON, MICHIGAN

Project No. H-26-0080-3321
Job No. 125058CON

06/09/21

	Federal	State	Local	Total
PLANNING	$0	$0	$0	$0
DESIGN	$0	$0	$0	$0
CONSTRUCTION	$636,003	$0	$0	$636,003
Reconstruct Taxiway Lighting - Twy B (Parallel to Runway 4/22)	$552,873	$0	$0	$552,873
CONSULTANT contract fee	$83,130	$0	$0	$83,130
TOTAL PROJECT BUDGET	**$636,003**	**$0**	**$0**	**$636,003**

Federal Billing Breakdown:

Bill #1 $636,003 SBGP 12921 Grant Award Date: Pending

Bid Date & Type: 04/22/21

Period of Performance End Date: 12/01/22

MAC Approval: 05/26/21

ATTACHMENT X

REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: St. Clair County Board of Commissioners
3. Recipient's DUNS Number: 06-982-3615
4. Amount of Federal funds: $636,003
5. Federal Grant Number(s): SBGP 12921
6. Grant Award Date(s): ______
7. MDOT Project Number: H-26-0080-3321
8. Project Description: Reconstruct Taxiway Lighting - Twy B (Parallel to Runway 4/22) - Construction
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
   Federal Aviation Administration
   Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-129-2021
11. Federal Award Date: ______
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 12/1/22
14. Amount of Federal Funds obligated by this action: $636,003
15. Total amount of Federal Funds obligated: $636,003
16. Total amount of the Federal award: $636,003
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

    Director Paul C. Ajegba
    Michigan Department of Transportation
    425 West Ottawa Street
    Lansing, MI 48909

19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 6

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

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.

2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.

3. The SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR's rationale will be provided.

4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.

5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor's invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR's approval.

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

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

a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.

b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.

c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated cost thereof.

d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.

7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.

8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.

9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

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

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

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

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.

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

13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:

    a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and

    b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B

(Aeronautics)

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

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

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials of leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

(Revised October 2, 2014)

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

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

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

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

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

(1) Withholding monthly progress payments;

(2) Assessing sanction;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX F

GENERAL CONDITIONS

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

9. <u>Suspension or Debarment.</u>

The State must:

A. Immediately disclose to the FAA whenever the State:

1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
2. Suspends or debars a contractor, person or entity.

The Subgrantee must:

B. When entering into "covered transactions", as defined by 2 CFR 180.200:

1. Verify the non-federal entity is eligible to participate in this Federal program by:
   a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
   b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
   c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

10. <u>Ban on Texting When Driving</u>.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

11. <u>Trafficking in Persons.</u>

a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
   i. Is determined to have violated the Prohibitions; or
   ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—

1. Associated with performance under this agreement; or
2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

12. <u>Exhibit A Included with Grant Application.</u> The Exhibit "A" updated in 2013, submitted with the project application is made a part of this grant agreement.

13. <u>Co-Sponsor.</u>

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

14. <u>Audits for Public Sponsors.</u>

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

APPENDIX F

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

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

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

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

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

B. Submission of Complaint- A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General {OIG) for the U.S. Department of Transportation.

C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

D. Required Actions of the Inspection General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4712{b).

E. Assumption of Rights to Civil Remedy- Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41U.S.C. § 4712(c).

17. <u>Land Acquisition.</u>

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

APPENDIX F

Special Conditions

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

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

Sponsor Type[1]	Type of Project	Special Conditions
Airport	**DBE Plan**	**DBE PLAN:** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	**Environmental** **(Required for All Projects)**	**ENVIRONMENTAL:** The environmental approval for this project was issued on 2/19/21. This project includes the following mitigation measures: Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures. Contact Steve Houtteman, MDOT-Aero for additional assistance. The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	**EMAS**	**EMAS BLOCK PRE-PURCHASE:** The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	**Equipment**	**EQUIPMENT ACQUISITION:** The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	**Equipment - Friction Measuring Device**	**FRICTION MEASURING DEVICES:** The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
Airport	**NAVAIDS - ILS**	**INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:** The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

Sponsor Type[1]	Type of Project	Special Conditions
		generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	**RPZ Future Acquisition** **(This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).**	**ACQUISITION OF THE RUNWAY PROTECTION ZONE:** Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire N/A in the Runway Protection Zones for runways that presently are not under its control within N/A years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	**VALE equipment**	**LOW EMISSION SYSTEMS:** The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
Airport	**VALE Recharging System**	**RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:** The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the

APPENDIX F

Special Conditions

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

Sponsor Type[1]	Type of Project	Special Conditions
		recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	**Building Allowable Costs (Prorate)**	**BUILDING AIP PRORATION:** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the N/A included in the project must not exceed N/A percent of the actual cost of the entire building.
Airport or Noise	**Noise Land**	**ACQUISITION OF NOISE LAND:** The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	**Noise - Annual Report**	**ANNUAL NOISE REPORT:** As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: **1)** Total noise subgrant funds expended during the fiscal year. **2)** Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). **3)** Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. **4)** Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. **5)** A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map. **6)** A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. **7)** Other information as required by the FAA.
All Sponsor Types	**Plans and Specifications**	**PLANS AND SPECIFICATIONS PRIOR TO BIDDING:** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	**Plans and Specification s Certification**	**PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:** The FAA and the Sponsor agree that the FAA approval of the Sponsor's

APPENDIX F

Special Conditions

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

Sponsor Type[1]	Type of Project	Special Conditions
		Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that: 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
All Sponsor Types	**Design-Only Subgrants**	<u>**DESIGN SUBGRANT**</u>: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within **four (4)** years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.
All Sponsor Types	**Force account**	<u>**FORCE ACCOUNT**</u>: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.
All Sponsor Types	**Land Acquisition - Revenue and Program Income**	<u>**PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:**</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on

APPENDIX F

Special Conditions

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

Sponsor Type[1]	Type of Project	Special Conditions
		the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	**Land acquisition - Relocation**	**UNIFORM RELOCATION ACT:** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	**Noise - mitigation**	**INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:** The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	**Noise Mitigation – Private Land**	**NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:** The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions: 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items. 3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the

APPENDIX F

Special Conditions

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

Sponsor Type[1]	Type of Project	Special Conditions
		useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	**Non AIP work in project**	**NON-AIP WORK IN APPLICATION:** The Sponsor understands and agrees that: 1) the Project includes the planning and/or construction of N/A that is not being funded with any Federal funding in this project ; 2) although the Sponsor has estimated a total project cost of $N/A, the total allowable cost for purposes of determining federal participation will not exceed $N/A; 3) it must maintain separate cost records for the AIP and non-AIP work; 4) all cost records must be made available for inspection and audit by the FAA; 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and 6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed $N/A, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.
All Sponsor Types	**Planning Scope of Work**	**PRELIMINARY SCOPE OF WORK:** This Subgrant is made and accepted upon the basis of a **preliminary scope of work.** The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	**Fuel farms**	**FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:** This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system

APPENDIX F

Special Conditions

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

Sponsor Type[1]	Type of Project	Special Conditions
		for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	**Revenue Producing Project**	**REVENUE PRODUCING PROJECT:** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	**Land Acquisition**	**LAND ACQUISITION:** The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

Michigan Department
of Transportation
0165 (09/15)

APPENDIX G
PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

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

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE

IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO

IS THIS THE FINAL INVOICE? ☐ YES ☐ NO

CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

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

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE

COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORZIED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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

U.S. Department
of Transportation

**Federal Aviation
Administration**

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

Paperwork Reduction Act Burden Statement

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

Sponsor:

Airport:

Project Number:

Description of Work:

Application

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

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

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

Certification Statements

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

   ☐ Yes ☐ No

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

☐ Yes ☐ No

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

   ☐ Yes ☐ No

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

Sponsor's Certification

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

Executed on this ______ day of ____________________, 2021.
(Day) (Month)

Name of Sponsor: ____

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

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

Signature of Sponsor's Authorized Official: ____________________________________

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

U.S. Department
of Transportation

Federal Aviation Administration

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

Paperwork Reduction Act Burden Statement

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

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

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

Certification Statements

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

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

   ☐ Yes ☐ No ☐ N/A

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

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

   ☐ Yes ☐ No ☐ N/A

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

   ☐ Yes ☐ No ☐ N/A

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

   a. Abide by the terms of the statement; and

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

   ☐ Yes ☐ No ☐ N/A

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

   ☐ Yes ☐ No ☐ N/A

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

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☐ Yes ☐ No ☐ N/A

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

   ☐ Yes ☐ No ☐ N/A

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

Location 1
Name of Location:
Address:

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

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

Executed on this __________ day of ____________________, 2021.
(Day) (Month)

Name of Sponsor: ____

Printed/Typed Name of Sponsor’s Authorized Official: ______________________________

Printed/Typed Title of Sponsor’s Authorized Official: ________________________________

Signature of Sponsor’s Authorized Official: ____

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

U.S. Department of
Transportation

**Federal Aviation
Administration**

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

Paperwork Reduction Act Burden Statement

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

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

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

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☐ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☐ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☐ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
    a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
    b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☐ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☐ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☐ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
    a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
    b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☐ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☐ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☐ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☐ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☐ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☐ N/A

Sponsor's Certification

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

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

Executed on this __________ day of ____________________, 2021.
(Day) (Month)

Name of Sponsor: ____

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

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

Signature of Sponsor's Authorized Official: ______________________________

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

St. Clair County Economic Development Loan Program

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Staff Report and Recommendations - Economic Development Loan Program	6/23/2021	Cover Memo
	Loan Documents_Eddy Development LLC	6/23/2021	Exhibit

ST. CLAIR COUNTY

METROPOLITAN PLANNING COMMISSION

St. Clair County Economic Development Loan Program

TO:	St. Clair County Metropolitan Planning Commission
FROM:	Geoffrey Donaldson, Senior Planner
DATE:	June 23, 2021
SUBJECT:	Eddy Development LLC Applications and Loan Documents

Staff Recommendation

Planning staff is recommending the St. Clair County Board of Commissioners:

- Approve the application for loan assistance for the redevelopment of the Eddy and Gearing Elementary Schools in St. Clair, and
- Approve the Loan Agreement, Mortgage and Assignment of Rents, and Secured Promissory Note.

Background

The St. Clair County Economic Development Loan Program provides funding for economic development projects that meet local objectives, are in-line with the priorities of Blue Meets Green and consistent with the St. Clair County Master Plan. The funds are program income from Federal and State Housing and Urban Development grants and loans that the County has managed for over 3 decades. St. Clair County provides low-interest loans to local businesses for projects that will create and retain investment and employment in the County. The ultimate recipients repay the County directly.

This application, has been submitted by Eddy Development LLC for the redevelopment of the Eddy and Gearing Elementary Schools in the City of St. Clair. Eddy Development is requesting a $250,000 with an interest rate of 3% to be repaid in full by July 31, 2023.

Additional Background

On or about February 8, 2021, the St. Clair County Land Bank Authority entered into an Agreement for Purchase of Real Estate pursuant to which it will acquire property commonly known as Eddy Elementary School, Gearing Elementary School and adjoining vacant land for the purchase price of One Hundred Fifty Thousand ($150,000.00) Dollars. On February 8, 2021, Eddy Development LLC, the Land Bank and the St. Clair County Brownfield Redevelopment Authority entered into a Development and Reimbursement Agreement. Among other things, pursuant to the Development Agreement, Eddy Development LLC has agreed to develop the Property, including, developing the Eddy Elementary School into senior citizen housing (the “Eddy Project”). Eddy Development LLC has also agreed to acquire the Property, including the portion where the Eddy Elementary School was located. The projects contemplated by the Development Agreement, including the Eddy Project, will benefit the citizens of St. Clair County, will contribute the revitalization of the area of the Property, will fill a need for senior housing within the County and are consistent with the specific purposes for which the Grant Funds can be loaned by the County.

St. Clair County Economic Development Loan Program
200 Grand River, Suite 202
Port Huron, Michigan 48060
Phone: (810) 989-6950
Fax: (810) 966-2892

Project Application

The St. Clair County Economic Development Loan Program provides funding for economic development projects that meet local objectives, are in-line with the priorities of Blue Meets Green and consistent with the St. Clair County Master Plan. St. Clair County provides low-interest loans to local units of government and local businesses for projects that will create and retain investment and employment in the County. The ultimate recipients repay the County directly.

This application, has been developed for interested parties requesting potential loan assistance with economic development projects within the County. Project funding will be considered by the St. Clair County Board of Commissioners on a case-by-case basis considering the merits of the proposed project. Based on a review of your completed application, we will contact you within ten (10) business days to discuss the next steps in the process or if we need additional information.

Please provide a project cover letter and provide information in the areas listed below. Although your project may not be at a stage where all requested information is available, a thorough application will assist with the review and potential approval of the loan request. Please attach additional pages if needed.

1. Date of Application: June 22, 2021

2. Amount Being Requested: $250,000

Business Information:

3. Name of Applicant: Eddy Development LLC

4. Business Address: 4545 Van Dyke, Almont MI 48003

5. Business Telephone Number: 586-995-7664

6. Contact Person(s): Rob Drewek Title: Member

7. Contact Person(s) Telephone Number: 586-995-7664

Fax Number: 586-263-7002

St. Clair County Economic Development Loan Program
200 Grand River, Suite 202
Port Huron, Michigan 48060
Phone: (810) 989-6950
Fax: (810) 966-2892

8. Contact Person(s) Email Address: rob@linorealty.com

9. Entity Type: ☐ Proprietorship ☐ Partnership ☐ Corporation
☒ Other (specify): Limited Liability Compaby

10. Describe nature and history of business: Real Estate development and holdings

11. List similar projects developed over the last five years (if any):

Lenox Square Shopping Center, Sandusky Retail Center, Self Storage Conversion

12. Key Project Contacts:

Bank/Financing: Tri County Bank C/O Mark Shadley

Attorney: Gary Fletcher

Accountant: Gurin and Gurin

Others:

Proposed Project Site Information:

13. Address(es): 301 N Ninth St, St Clair MI

14. Tax I.D.(s):74-07-053-0026-000

15. Present Owner(s): St Clair County Land Bank

16. Date Present Owner(s) Acquired Property (if known):June 16th 2021

17. Previous Owner(s): East China School District

18. Past Uses of the Property (if known): School

19. Does applicant have land control:
☐ No
☒ Yes

If yes, please describe (owner, lessee, option or purchase agreement, etc.):

St. Clair County Economic Development Loan Program
200 Grand River, Suite 202
Port Huron, Michigan 48060
Phone: (810) 989-6950
Fax: (810) 966-2892

Development Agreement

20. Does the project comply with local zoning and other land use requirements? ☐ No ☒ Yes

    If no, please describe processes being undertaken to address local government concerns:
    Current tenantive adaptive reuse approval from City of St. Clair

21. Any known environmental issues?None

22. Is applicant a liable party for environmental issues at the site? ☒ No ☐ Yes

23. Is access to site permitted? ☐ No ☒ Yes

24. Project type: ☐ New ☐ Relocation ☐ Expansion ☒ Rehabilitation

25. Project Description: Provide a short project description below, and attach more detail and/or Business Plan, if available.Convert into mixed use and senior apartments

26. Project Size: Parcel size (acres): 5

    Existing building area (square feet): 50,000

    New building area (square feet):

27. Is project in one of the following (please check those that apply)

    ☐ Downtown Development District
    ☐ Local Development Finance Authority District
    ☒ Unknown
    ☐ Renaissance Zone
    ☐ Smart Zone

28. Project timeline (Proposed or Actual):

    Start date: August 2021 Completion Date: January 2022

29. Does the project address sustainability features, creation of greenspace, preservation of valuable greenspace, energy conservation measures, alternative energy techniques, other unique environmental factors (please explain):

30. Additional materials (Please check those items that are available and attach to your application, if available)

    ☐ Business Plan ☐ Financial Commitments ☐ Architectural/Site Plans

☐ Market Analysis ☒ Environmental Information/Reports

Tax Base Information:

31. Total Investment Anticipated: $ 1,500,000

If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment and other as appropriate.

32. Current Taxable Value: $ 0

33. Estimated Taxable Value after Project Completion: $ 450,000 to $500,000

Employment Information:

34. Full Time Equivalent (FTE) Employees:

FTE Jobs Retained: NA FTE Jobs Created: NA

I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party. Further, I certify that the proposed project will be completed in a manner consistent and compliant with all applicable regulatory requirements:

Signature

6/22/2021
Date

MEMBER
Title

If you have questions regarding the application, please contact:

St. Clair County Metropolitan Planning Commission
Geoff Donaldson, Senior Planner
200 Grand River, Suite 202
Port Huron, Michigan 48060
Phone: (810) 989-6950
Fax: (810) 966-2892
Email: gdonaldson@stclaircounty.org

GUARANTY

Michael Vinckier, _________________, Patrick Vinckier,____________ and Robert Drewek, _________________, jointly and severally, (collectively "Guarantor"), in order to induce St. Clair County, a Michigan municipal corporation 200 McMorran Blvd., Port Huron, Michigan 48060 ("Borrower"), absolutely, irrevocably and unconditionally, guarantee the prompt performance when due, whether by acceleration or otherwise, of all debts, obligations, and liabilities of every kind and description, whether now owing or hereafter arising out of a certain Loan Agreement and its related documents, executed even date herewith, by and between Lender and Borrower, including, without limitation, the Loan, as defined in the "Loan Agreement", in the principal amount of Two Hundred Fifty Thousand and xx/100 ($250,000.00) Dollars, given by Borrower to Lender, together with all modifications, extensions, and renewals thereof (the "Indebtedness").

This guaranty is unconditional and absolute. Guarantor agrees to pay all Lender's costs incurred to enforce this guaranty, including reasonable attorney fees. This is a guaranty of payment and not of collection. This shall be a continuing guaranty and shall not be affected by any payment made by the Borrower to Lender, whether in the form of cash, property, renewal, or other consideration. This guaranty shall inure to the benefit of Lender and its successors and assigns, including every holder of any of the Indebtedness. If any individual or entity other than Lender shall become a holder of any of the Indebtedness, the reference to Lender shall be construed to include all such individuals or entities.

If this guaranty is signed by more than one person or if other persons or entities have executed separate guarantees of the Indebtedness, all such persons and entities acknowledge their obligations shall be joint and several. Each such person expressly authorizes Lender to proceed, in its sole and absolute discretion, against each or any of them, and further agrees if Lender proceeds against any of them, the others waive any defense of election of remedies and agree to continue to be liable under the terms of this guaranty for any amount remaining owing to Lender from Borrower.

Guarantor waives all notice, demand, presentation and any and all notices of protest, default, or nonpayment. Guarantor consents to any and all extensions or renewals made by Lender for or on account of any indebtedness of Borrower to Lender. Lender may proceed directly against Guarantor in the event of any default by Borrower without resort to any other persons, to the assets of Borrower, to any collateral security granted by Borrower to Lender, or the liquidation of any collateral security given to secure this guaranty.

This guaranty shall be binding upon Guarantor and Guarantor's heirs, estate, successors and assigns and shall continue in effect until Guarantor delivers to Lender thirty days advance written notice of termination; provided, this guaranty shall continue in effect after such notice with respect to all indebtedness in existence on the effective date of such termination (including all extensions and renewals thereof and all subsequent accruing interest and other charges) until all of the Indebtedness is fully paid to Lender or until Guarantor's obligations pursuant to this guaranty are satisfied.

Guarantor warrants there are no agreements, whether written or oral, between Guarantor and Lender or Borrower which would alter Guarantor's liability under this guaranty. Guarantor further agrees there has been no reliance upon collateral security taken or intended to be taken by Lender from Borrower and waives Lender's failure to perfect upon or take such collateral as security, whether intentionally, inadvertently, or by neglect, and whether or not Lender intended to acquire and perfect its interest in such collateral.

This guaranty is freely and voluntarily given to Lender by Guarantor, without duress or coercion, and after Guarantor has either consulted with or been given any opportunity to consult with legal counsel, and Guarantor has fully and carefully read and understand all of the terms and provisions of this guaranty.

This guaranty is made under, and shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that in the event a legal action is filed concerning this guaranty they hereby waive their right to a jury trial. The parties further agree if there is any dispute, including claims, cross claims or counter claims, arising out of the guaranty that requires legal action, such action shall be filed and decided in the court of appropriate jurisdiction located in St. Clair County, Michigan.

Executed as of 6/22/, 2021

WITNESSES:

GUARANTOR

______________________ ______________________
By: Michael Vinckier

______________________ ______________________
By: Patrick Vinckier

______________________ ______________________
By: Robert Drewek

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is entered into as of 6/22, 2021 (the "Effective Date"), by and between St. Clair County, a Michigan municipal corporation 200 McMorran Blvd., Port Huron, Michigan 48060 ("Lender" or the "County"), Eddy Development LLC, a Michigan limited liability company, 4545 Van Dyke Rd., Almont, Michigan 48003 ("Borrower"); Michael Vinckier, ______________, Patrick Vinckier, ____________, and Robert Drewek, ____________________(collectively "Guarantors").

Recitals

A. On or about February 8, 2021, the St. Clair County Land Bank Authority (the "Land Bank") entered into an Agreement for Purchase of Real Estate (the "Purchase Agreement") pursuant to which it is will acquire property commonly known as Eddy Elementary School, Gearing Elementary School and adjoining vacant land (the "Property") for the purchase price of One Hundred Fifty Thousand ($150,000.00) Dollars.

B. On February 8, 2021, Borrower, the Land Bank and the St. Clair County Brownfield Redevelopment Authority entered into a Development and Reimbursement Agreement (the "Development Agreement"). Among other things, pursuant to the Development Agreement, Borrower has agreed to develop the Property, including, developing the Eddy Elementary School into senior citizen housing (the "Eddy Project"). Borrower has also agreed to acquire the Property, including the portion where the Eddy Elementary School was located.

C. The County received and possesses grant or other similar funds (the "Grant Funds") which are designated for the County to loan to private entities or individuals for specific purposes.

D. The projects contemplated by the Development Agreement, including the Eddy Project, will benefit the citizens of St. Clair County, will contribute the revitalization of the area of the Property, will fill a need for senior housing within the County and are consistent with the specific purposes for which the Grant Funds can be loaned by the County.

D. Guarantors are the sole owners and members of Borrower.

E. Borrower has requested Lender make a loan to it from the Grant Funds to allow Borrower to begin work on the Eddy Project and Lender is willing to do on the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises contained in this Agreement, IT IS AGREED:

1. Recitals. The above recitals are true and accurate. This Agreement and the Loan Documents supersede and replace any other agreements, written or verbal, regarding the Loan.

2. Loan Terms and Conditions. Lender agrees to Loan Borrower the principal sum of Two Hundred Fifty Thousand and xx/100 ($250,000.00) Dollars (the "Loan") which shall come from the Grant Funds. The Loan shall bear interest at the rate of 3.0% per annum ("Interest Rate"). The Interest Rate charged on the Loan will not exceed the maximum rate permitted by applicable law. The Loan shall be due and payable on or before two years from the date of this Agreement (the "Due Date"). Commencing three months from the date of this Agreement and every three months thereafter until the Due Date, Borrower shall make payments of accrued interest on the Loan. Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or similar language. If any such payments are sent, Lender may accept such payments without relinquishing any rights and Borrower will remain obligated to pay any amount owed to Lender. The Loan shall be evidenced by a promissory note (the "Note"), in substantially the same form attached as Appendix 1 and incorporated by reference in this Agreement.

3. Security.

(a) Guarantees. Guarantors shall execute an unconditional personal guarantee (the "Guaranty") of the Loan in substantially the same form attached hereto as Appendix 2.

(b) Mortgage. Once Borrower acquires title to the Property, or the portion of the Property where the Eddy Elementary School is located, Borrower shall grant Lender a first priority secured interest in the portion of the Property where the Eddy Elementary School is located by executing a Mortgage (the "Mortgage") in substantially the same form attached hereto as Appendix 3.

All documents executed in connection with the Loan, including, this Agreement, the Note, the Mortgage and the Guarantees shall be referred to as the Loan Documents.

4. Conditions Precedent to Disbursement of the Loan. Lender's obligation to disburse proceeds from the Loan is conditioned upon:

(a) The Land Bank closing on the purchase of the Property pursuant to the Purchase Agreement.

(b) There are no defaults on the Development Agreement or any of the Loan Documents.

(c) Proceeds from the Loan are used solely for improvements to the Property as contemplated pursuant to the Development Agreement.

(d) Lender determines Grant Funds may be loaned to Borrower as contemplated pursuant to the Loan Documents.

(e) Lender determines that all Loan Documents have been executed in a form and fashion satisfactory to Lender.

(f) As an inducement to Lender for agreeing to make the Loan and as a condition precedent to Lender making the Loan, Guarantors agree to fully and unconditionally guarantee the Loan. Lender is not obligated to make the Loan unless Guarantors execute the Guarantees.

(g) Lender is satisfied there has been no material adverse change to the financial condition of Borrower, any Guarantor or in the value or condition of the Property.

(h) The Loan and all Loan Documents are approved by the St. Clair County Board of Commissioners and such other bodies or entities required to approve the same.

(i) Borrower completes a Project Application and all other information and documents requested by Lender.

5. Representations and Warranties. To induce Lender to make the Loan, Borrower and Guarantors represent and warrant to Lender, which representations and warranties shall survive the execution of and consummation of the transactions contemplated by this Agreement, as follows:

(a) Organization and Good Standing. Borrower is a Michigan limited liability company authorized to do business the State of Michigan, is duly qualified and in good standing in all states in which it is doing business and has the appropriate power and authority to own its properties and assets and to transact the business in which it is engaged and is or will be qualified in those states where it proposes to transact business in the future.

(b) Authorization and Power. Borrower and each Guarantor have all power and requisite authority and have taken all actions necessary to authorize them to execute, deliver, and perform their obligations under the Loan Documents.

(c) Satisfaction of Conditions Precedent. Borrower has provided such information and complied with the conditions precedent to lending as are set forth in this Agreement.

(d) No Conflicts or Consents. Neither the execution and delivery of the Loan Documents, nor the consummation of the transaction contemplated by this Agreement, nor compliance with any of the terms and provisions of this Agreement, will contravene or materially conflict with any provision of law, statute or regulation to which either Borrower and/or Guarantors are subject or any judgment, license, order or permit applicable to either Borrower and/or Guarantors, or any indenture, loan agreement, mortgage, or other agreement or instrument to which Borrower and/or Guarantors are a party or may be bound, or to which either Borrower and/or Guarantors may be subject, or violate any provision of the Operating Agreement of either Borrower or trust agreement of any Guarantor. No consent, approval, authorization, or order of any court or governmental entity, or third party is required in connection with the execution and delivery by either Borrower and/or Guarantors of the Loan Documents or for either Borrower and/or Guarantors to consummate the transactions contemplated in the Loan Documents.

(e) Enforceable Obligations. The Loan Documents are legal and binding obligations of Borrower and Guarantors, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditors' rights.

(f) Complete and Accurate Disclosure. All documents provided by Borrower and/or Guarantors to Lender are complete and accurate. Further, there are no material facts which either Borrower and/or Guarantors have not disclosed to Lender which could have a potential material adverse effect on either the Property or Borrower's continued operations or Borrower's ability to complete the projects detailed in the Development Agreement.

(g) No Litigation. There are no actions, suits, or legal, equitable, arbitration, or administrative proceedings pending, or to the knowledge of Borrower and/or Guarantors, threatened, against Borrower and/or Guarantors, which would have a potential material adverse effect on either the Property or Borrower's continued operations.

(h) Use of Proceeds. The Loan proceeds will be used solely for the purposes set forth herein and at all times consistent with any grant or other requirements applicable to the Grant Funds.

(i) Taxes. All tax returns required to be filed by Borrower and/or Guarantors in any jurisdiction and all taxes, assessments, fees, and other governmental charges upon Borrower and/or Guarantors or any of their properties or income have been paid prior to the time such taxes could give rise to a lien.

(j) Compliance with Law. Borrower and Guarantors are in compliance with all laws, rules, regulations, orders and decrees which are applicable to them or their properties.

(k) Business Judgment. In making the decision to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Borrower and Guarantors have relied solely on their own business judgment as to the appropriateness and terms of this Agreement and its ability to fulfill their obligations under this Agreement.

(l) Cooperation. Borrower and Guarantors agree to cooperate with Lender in providing documents and/or information and executing agreements which Lender deems are necessary to comply with any requirements or regulations applicable to the Grant Funds.

6. Events of Default. An event of default ("Event of Default") under this Agreement shall occur if one of the following events occurs:

(a) Failure to Make Payment. Borrower shall fail to pay the Loan on the Due Date or fail to make payments on the Loan when due.

(b) Breach of Loan Documents. Borrower fails to perform any of his obligations under the Loan Documents.

(c) Unenforceability of Loan Documents. Any of the Loan Documents shall cease to be legal, valid, binding agreements enforceable against any party executing such documents, whether by their own terms or by declaration or ruling of a court of competent jurisdiction, or shall become or be declared ineffective or inoperative, or shall cease in any manner to give or provide the respective liens, rights, title, interest, remedies or powers such Loan Documents are intended to create.

(d) Appointment of Receiver or Trustee. Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, custodian, intervenor or liquidator of himself or of all or a substantial portion of his assets, (ii) file a voluntary petition in bankruptcy or admit in writing he is unable to pay its debts as they come due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (v) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against them in any bankruptcy, reorganization or insolvency proceeding, or (vi) take any action for purpose of effecting the foregoing.

(e) Involuntary Petition for Debtor Relief. An involuntary petition or complaint shall be filed against Borrower seeking bankruptcy or reorganization of Borrower or appointment of a receiver, custodian, trustee, intervenor or liquidator of Borrower and such petition or complaint shall not be dismissed within sixty (60) days of its filing, or an order, order for relief, judgment, or decree shall be issued by a court of competent jurisdiction or any other competent authority approving such a petition or complaint, and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) days.

(f) Lender Deems Itself Insecure. Lender, in its sole discretion, deems its interest in the Collateral, or the value of the Collateral, as insufficient to secure the balance due Lender on the Loan.

(g) Failure to Satisfy Grant Requirements. Regardless of fault or intention, the Loan, any of the Loan Documents, or the purpose for which Loan proceeds will be used failure to satisfy any regulations or requirements applicable to the Grant Funds.

(h) Events Involving Guarantors. Any of the above events or conditions occurs with respect to any Guarantors.

7. Remedies. Upon the occurrence of an Event of Default, Lender may exercise one or more of the following rights and remedies, and any of the remedies set forth in any of the Loan Documents, as Lender, in its sole discretion, may deem necessary or appropriate:

(a) Terminate Lender's commitment to lend under this Agreement or any of the Loan Documents.

(b) Declare the principal, together with all accrued interest, due on the Note and any other liabilities due under the Loan Documents to be immediately due and payable, and such shall be immediately due and payable without presentment, demand, protest, notice of default, notice of acceleration, or of intention to accelerate or other notice of any kind, all of which Borrower and Guarantors hereby expressly waive.

(c) Reduce any claim to judgment.

(d) Without notice of default or demand, pursue and enforce any of Lender's rights and remedies under the Loan Documents, or otherwise provided under or pursuant to any applicable law or agreement.

(e) Without notice of default or demand, pursue and enforce any of Lender's rights and remedies against Guarantors.

Lender may hire or pay someone else to assist it in the collection of the Loan if Borrower does not pay and/or upon the occurrence of Event of Default. Borrower will pay Lender any costs it incurs in doing so, including Lender's actual attorney fees and legal costs, regardless of whether there is a lawsuit, any costs associated with a bankruptcy proceeding, including motions for relief from stay, and appeals. Borrower shall also pay all court costs.

8. Survival. The parties hereby acknowledge and agree that the representations and warranties contained in this Agreement shall survive consummation of the transactions contemplated by this Agreement.

9. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

10. Waiver. Any party's delay or failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement. Lender's rights under the Loan Documents are in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of the right to take other action in the same or similar instances without such notice or demand.

11. Successors and Assigns. Except as otherwise expressly provided to the contrary in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

12. Amendment. This Agreement may be amended in any manner only by an agreement, in writing, signed by the parties.

13. No Third Party Beneficiary. The parties do not intend the benefits of this Agreement to inure to any third party, nor shall this Agreement be construed to make Lender liable to any materialman, supplier, contractor, subcontractor, purchaser, or lessee for any property owned by Borrower or for any claim against Borrower.

14. Headings. The headings used herein are for convenience only and do not define, limit or construe the contents of this Agreement.

15. Governing Law. This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that in the event a legal action is filed concerning the Loan, the Loan Documents, or anything pertaining to them or a default they agree to and hereby waive their right to a jury trial. The parties further agree that any dispute regarding the Loan Documents or the Loan shall be brought in the Court of appropriate jurisdiction located in St. Clair County, Michigan.

16. Execution and Counterparts. Once this Agreement is signed by all parties, it will constitute a binding agreement. This Agreement may be executed in two or more counterparts, but all such counterparts, taken together, shall constitute one and the same Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

17. Entire Agreement. This Agreement, in conjunction with the Loan Documents and other documents referenced herein or executed even date herewith, constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of __________, 2021

"LENDER"

ST. CLAIR COUNTY

____

By:

Its:

"BORROWER"

Eddy Development LLC

____

By: Michael Vinckier

Its: Authorized Member/Manager

GUARANTORS

____

Michael Vinckier

Patrick Vinckier

MICHAEL VINCKIER

Robert Drewek

Dated: 6/22/2021

APPENDIX 1

NOTE

See attached

APPENDIX 2

GUARANTY

See attached

APPENDIX 3

MORTGAGE

See attached

MORTGAGE AND ASSIGNMENT OF RENTS

THIS MORTGAGE AND ASSIGNMENT OF RENTS (this "Mortgage") is made on 6/22, 2021 (the "Effective Date"), between Eddy Development LLC, a Michigan limited liability company, 4545 Van Dyke Rd., Almont, Michigan 48003 ("Mortgagor"), and St. Clair County, a Michigan municipal corporation 200 McMorran Blvd., Port Huron, Michigan 48060 ("Mortgagee").

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee lands described on the attached Exhibit A, which is incorporated by reference in this Mortgage; together with the easements, improvements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits therefrom and all fixtures now or hereafter attached therewith, and all machinery, engines, boilers, elevators, and plumbing, heating, air-conditioning, and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty (collectively, the "Property").

This Mortgage secures payment and performance of all indebtedness and obligations now and hereafter owing by Mortgagor to Mortgagee including, without limitation, any obligations owed pursuant to a certain promissory note in the principal amount of Two Hundred Fifty Thousand and xx/100 ($250,000.00) Dollars given by Mortgagor dated even herewith as well as all indebtedness and obligations of Borrower pursuant to a Loan Agreement dated even herewith (the "Indebtedness").

Mortgagor further warrant, represent and agree as follows:

1. Payment of Indebtedness. Mortgagor agrees to pay or perform all of the Indebtedness, including all interest thereon, in accordance with the terms of the instruments, documents, or agreements evidencing the same, including a Loan Agreement and documents executed in connection therewith ("Instruments").

2. Warranties. Mortgagor warrants and represents to Mortgagee that all information concerning Mortgagor, the Property, heretofore or hereafter furnished to Mortgagee, are and shall be true and correct in all material respects; that the execution, delivery, and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor nor require the approval of any public authority or any third party; and that this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms.

3. Assignment of Leases and Contracts. Mortgagor, to the extent permitted by law, hereby assigns and mortgages to Mortgagee, and grants to Mortgagee a security interest in, as additional security for the Indebtedness, all of Mortgagor's right, title, and interest in and to all existing and future oral or written leases of all or any part of the Property or of any interest therein and any and all existing and future land contracts or other agreements by which the Property or any interest therein is being or shall be sold, together with all rents and profits arising from, and all other proceeds of, any such leases, land contracts, or other agreements. Without the written consent of Mortgagee, Mortgagor will not cancel, accept a surrender of, modify, consent

to an assignment of the lessee's interest under, or make any other assignment or other disposition of any such lease, land contract, or other agreement or of any interest of Mortgagor therein, and will not collect or accept any payment of rent or of principal or interest or any other amount thereunder more than one month prior to the time when the same shall become due and payable under the terms thereof. Mortgagor will pay and perform all obligations and covenants required of it by the terms of any such lease, land contract, or other agreement. If Mortgagor shall default in the payment or performance of any such obligation or covenant, then Mortgagee shall have the right, but shall have no obligation, to pay or perform the same on behalf of Mortgagor, and all sums expended by Mortgagee in connection therewith shall become part of the Indebtedness, payable by Mortgagor to Mortgagee upon demand, together with interest as defined in the Instruments. Nothing contained in this paragraph or in any other paragraph of this Mortgage shall be construed to constitute consent by Mortgagee to the sale, lease or transfer of the Property or any interest therein.

4. Taxes. Mortgagor will pay, or cause to be paid, when due, all taxes, assessments, and other similar charges levied upon or with respect to the Property before the same become delinquent and will deliver to Mortgagee satisfactory evidence of the payment thereof.

5. Insurance. Mortgagor will cause all buildings, improvements, and other insurable parts of the Property to be insured against loss or damage by fire, windstorm and such other hazards as Mortgagee from time to time may require, in such amounts and with such insurers as shall be acceptable to Mortgagee, and Mortgagor shall cause all premiums on such insurance to be paid when due. Each policy evidencing such insurance shall provide that loss shall be payable to Mortgagee as its interest shall appear at the time of the loss, shall be in form and substance acceptable to Mortgagee, and shall be delivered to Mortgagee. Each such policy shall provide that at least thirty days' prior written notice of any cancellation of, or any material change in, such insurance shall be given to the Mortgagee by the insurer. Each renewal of each such policy shall be delivered to Mortgagee at least thirty days prior to the expiration date of such policy. Upon foreclosure of this Mortgage or other transfer of the Property in satisfaction of the Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force, including the right to any premium refund thereon, shall vest in the purchaser or grantee. In the event of any loss of or damage to the Property, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee shall have the right to make proof of such loss or damage, if Mortgagor does not promptly do so. All proceeds payable under any such insurance policy, whether or not endorsed payable to Mortgagee, shall be payable directly to Mortgagee to the extent of the Indebtedness, and Mortgagee is authorized to settle, adjust, or compromise any claims for loss or damage under any such policy.

6. Maintenance and Repair. Mortgagor will maintain the Property in good condition and repair; will not commit or suffer any waste thereof; will not remove, demolish, or substantially alter any building or fixture on the Property without the prior written consent of Mortgagee; will cause to be complied with all laws, ordinances, regulations, or requirements of any governmental authority applicable to the Property; will promptly repair, restore, replace, or rebuild any part of the Property which is damaged or destroyed by any casualty; and will promptly pay when due all charges for utilities and other services to the Property.

7. Mortgagee's Right to Perform; Receiver. If Mortgagor shall default in the payment of the aforesaid taxes, assessments, or other similar charges or in procuring and maintaining the aforesaid insurance or in the performance of any other obligation of Mortgagor hereunder, including its obligation to keep the Property in good condition and repair, then Mortgagee shall have the right, but shall have no obligation, to pay such taxes, assessments, or other similar charges, or procure and maintain such insurance, or cause such other obligation to be performed, and all sums expended by Mortgagee in connection therewith shall become part of the Indebtedness, payable by Mortgagor to Mortgagee upon demand, together with interest. Mortgagee and any persons authorized by Mortgagee shall have the right to enter upon the Property at all reasonable times for the purpose of inspecting the Property or effecting maintenance or repairs or taking any other action pursuant to the preceding sentence. The failure of Mortgagor to pay any of such taxes, assessments or similar charges when due or to procure and maintain any such insurance shall constitute waste and shall entitle Mortgagee to the appointment by a court of competent jurisdiction of a receiver of the Property for the purpose of preventing such waste, which receiver, subject to the order of the court, may collect the rents and income from the Property and exercise such control over the Property as the court shall order.

8. Condemnation. If all or any part of the Property are taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment in relief therefor shall be paid directly to Mortgagee, to the extent of the Indebtedness.

9. Vendee. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Property, Mortgagee may deal with the vendee or transferee with respect to this Mortgage and the Indebtedness as fully and to the same extent as it might with Mortgagor, without in any way releasing, discharging, or affecting the liability of Mortgagor hereunder and upon the Indebtedness.

10. Events of Default and Acceleration. Upon the occurrence of any of the following events of default, all or any part of the Indebtedness shall, at the option of Mortgagee, become immediately due and payable without notice or demand:

(a) If Mortgagor shall default in the payment when due (whether by acceleration or otherwise) of the principal of or interest on, or any penalty or late charge with respect to, any Indebtedness now or hereafter owing by Mortgagor to Mortgagee, or if Mortgagor shall default in the performance or observance of any other obligation of Mortgagor to Mortgagee, including, without limitation, any obligation under this Mortgage or under any other mortgage, note, loan agreement, or other agreement, instrument or document heretofore or hereafter executed by Mortgagor (collectively the "Loan Documents").

(b) If any warranty or representation made by Mortgagor to Mortgagee in this Mortgage or in any financial statement, loan document or any other document given in connection with the Indebtedness, shall be false or inaccurate in any material respect when made.

(c) If Mortgagor shall die, dissolve, become insolvent, or make an assignment for the benefit of its creditors.

(d) If Mortgagor, without the written consent of Mortgagee, shall sell, convey, or transfer the Property or any interest therein or any rents or profits therefrom or shall cause or suffer any mortgage, lien, or other encumbrance or any writ of attachment, garnishment, execution, or other legal process to be placed upon the Property or any interest therein or any rents or profits therefrom, except in favor of Mortgagee, or if any part of the Property or any interest therein shall be transferred by operation of law.

(e) If all or any material part of the Property shall be damaged or destroyed by fire or other casualty, regardless of insurance coverage therefor, or shall be taken by condemnation or power of eminent domain.

(f) If any law or government regulation shall hereafter impose any tax or assessment upon mortgages or debts secured by mortgages.

(g) If any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or limited, for any reason, without the written consent or agreement of Mortgagee.

(h) If at any time Mortgagee in good faith believes that the prospect of payment or performance of any part or all of the Indebtedness is impaired or that Mortgagee deems itself insecure with respect to the Indebtedness.

(i) If a voluntary or involuntary case in Bankruptcy or receivership shall be commenced by or against Mortgagor, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or any part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any Loan Document.

11. Remedies. Mortgagee shall have all rights and remedies provided for in this Mortgage or otherwise permitted by law. In addition, if the Indebtedness shall not be paid upon maturity, Mortgagee shall have the right, and is hereby authorized:

(a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Property or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract, or other agreement, provided, that Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of Mortgagor's obligations under any such lease, land contract, or other agreement.

(b) To obtain or update abstracts of title, title searches and title insurance with respect to the Property and all sums expended therefor shall be part of the Indebtedness.

(c) To foreclose this Mortgage by action pursuant to applicable law, including but not limited to, foreclosure by advertisement pursuant to Michigan law.

(d) To sell, release and convey the Property at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with the Michigan Revised Judicature Act, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor. In the event of public sale, the Property, at the option of Mortgagee, may be sold in one parcel.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this Mortgage, "maturity" means such time as the Indebtedness shall be or shall become due and payable, whether by the terms of the instruments or pursuant to Paragraph 10 hereof or otherwise.

12. Security Interest in Fixtures. Mortgagor grants to Mortgagee a security interest in any fixtures now or hereafter located on the Property. If the Indebtedness shall not be paid upon maturity, Mortgagee, at its option, may enforce this security interest in fixtures under the Michigan Uniform Commercial Code or other applicable law or may include the fixtures in any foreclosure of this Mortgage under Paragraph 11. Any requirement of reasonable notice with respect to any sale or other disposition of fixtures shall be met if Mortgagee sends the notice at least five (5) days prior to the date of sale or other disposition.

13. Waivers.

(a) Mortgagor and any other person hereafter obtaining any mortgage or lien upon, or any other interest in, the Property waives, with respect to any foreclosure of this Mortgage, (1) any right to marshaling of the Property and any right to require a minimum bid or "upset" price, and (2) the benefit of any stay, extension, exemption or moratorium law, now existing or hereafter enacted.

(b) Mortgagee may at any time release all or any part of the Property from the lien of this Mortgage or release the personal liability of any person for the Indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any Mortgage or lien upon, or other interest in, the Property. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagee to the placing of a mortgage, lien or other encumbrance on the Property.

(c) Mortgagor (1) waives notice of any advances or other extensions of credit included in the Indebtedness, (2) waives any right to require Mortgagee to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security therefore before exercising its rights and remedies under this Mortgage, and (3) agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect, or secure prior of, any other security at any time given, or agreed to be given, by any person for the Indebtedness.

14. Expenses. Mortgagor shall pay to Mortgagee on demand any and all expenses, including attorneys' fees and legal expenses, paid or incurred by Mortgagee in collecting or attempting to collect the Indebtedness or in protecting and enforcing the rights of and obligations to Mortgagee under any provision of this Mortgage, including, without limitation, taking any action in any bankruptcy, insolvency, or reorganization proceedings concerning Mortgagor or foreclosing this Mortgage by advertisement or by action, and all expenses shall be part of the Indebtedness and shall bear interest, from the date paid or incurred by Mortgagee.

15. Application of Proceeds. In the event of the payment to Mortgagee, pursuant to the provisions hereof, of any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the Property at foreclosure, Mortgagee shall have the right to apply such rents or profits or proceeds, in such amounts and proportions as Mortgagee shall in its sole discretion determine, to the full or partial satisfaction of any or all of the Indebtedness and obligations of Mortgagor secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor.

16. Notices. All notices to Mortgagor and to mortgagee shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Mortgagee appearing on the first page hereof, or if and when delivered personally.

17. Binding Effect. The provisions of this Mortgage shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective successors, assigns, heirs, executors, administrators and personal representatives.

18. Severability. If any provision of this Mortgage shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the unenforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof.

19. Jurisdiction / Venue. The parties agree that in the event a legal action is filed concerning this Mortgage they hereby waive their right to a jury trial. The parties further agree if there is any dispute, including claims, cross claims or counter claims, arising out of this Mortgage that requires legal action, such action shall be filed and decided in the court of appropriate jurisdiction located in St. Clair County, Michigan.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Mortgage as of the day and year first above written.

Witness:

"Mortgagor"

EDDY DEVELOPMENT LLC

____

By: Michael Vinckier

Its: Authorized Member/Manager

STATE OF MICHIGAN)

)ss.

COUNTY OF MACOMB)

On this 22nd day of JUNE, 2021before me personally appeared Michael Vinckier Authorized Member/Manager of Eddy Development LLC, to me known and who executed the same on behalf of said entity and acknowledged to me that such was done so freely and voluntarily.

Notary Public – ____________________

State of ___________, County of ~~Macomb~~ St. Clair

My commission expires: ____________________

Acting in the County of __________, ___________

LINDA RIDDERIKHOFF
NOTARY PUBLIC, STATE OF MI
COUNTY OF ST. CLAIR
MY COMMISSION EXPIRES Nov 5, 2021
ACTING IN COUNTY OF MACOMB

Drafted by and Return to:
T. Allen Francis
Fletcher Fealko Shoudy & Francis, P.C.
1411 Third St. Ste. F
Port Huron, Michigan 48060

8

EXHIBIT A

LEGAL DESCRIPTION

LEGAL FOR EDDY PROPERTY ONLY
(PROPOSED PARCEL C ON MARCH 29, 2021 POLARIS SURVEYING, LLC SURVEY)

8

SECURED PROMISSORY NOTE

AMOUNT: $250,000.00 PORT HURON, MICHIGAN
DUE DATE: ______, 2023 LOAN DATE: _____, 2021

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Eddy Development LLC, a Michigan limited liability company, 4545 Van Dyke Rd., Almont, Michigan 48003 ("Borrower"), promises to pay to the order of St. Clair County, a Michigan municipal corporation 200 McMorran Blvd., Port Huron, Michigan 48060 or its assigns ("Lender") the principal sum of Two Hundred Fifty Thousand and xx/100 ($250,000.00) Dollars plus interest, costs and fees as required pursuant to the Loan Documents (the "Indebtedness") in lawful money of the United States of America.

This Note is executed pursuant to the terms of a Loan Agreement dated even herewith and its related documents (collectively the "Loan Documents"). The principal outstanding under this Note shall bear interest at the rate of 3.00% per annum ("Interest Rate"). The Interest Rate charged on this Note will not exceed the maximum rate permitted by applicable law. This Note shall be due and payable in full on _________, 2023 (the "Due Date"). Commencing three months from the date of this Note and every three months thereafter, through the Due Date, Borrower shall pay all accrued interest on the Note. Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or similar language. If any such payments are sent, Lender may accept such payments without relinquishing any rights under the Loan Documents and Borrower will remain obligated to pay any amount owed to Lender.

The obligations of this Note are secured by the security and collateral described in the Loan Documents. Borrower's failure to make a payment when due on this Note shall be considered a default on this Note and the Loan Documents sufficient to allow Lender to exercise its rights under the Loan Documents, including, but not limited to, foreclosure of the mortgage detailed in the Loan Documents and/or pursuing collection against Guarantors of the Indebtedness.

The following events shall be considered a default on this Note: (i) Borrower fails to make any payment when due under this Note; (ii) Borrower fails to comply with or to perform any other term, obligation, covenant, or condition contained in this Note or in any of its related document, including the Loan Documents, or to comply with and perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower; (iii) Any warranty, representation, or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or its related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; (v) The insolvency of Borrower, the appointment of a receiver for any part of Borrower's assets or property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower; (vi) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired; (vii) Lender in good faith believes itself insecure; (vii) A default on any of the Loan Documents; and (viii) Any of the aforementioned events or conditions is applicable to any Guarantor of the Indebtedness.

Lender may hire or pay someone else to assist it in the collection of the Indebtedness if Borrower does not pay and/or upon the occurrence of a Default. Borrower will pay Lender any costs it incurs in doing so, including Lender's actual attorney fees and legal costs, regardless of whether there is a lawsuit, any costs associated with a bankruptcy proceeding, including motions for relief from stay, and appeals. Borrower shall also pay all court costs.

The provisions of this Note shall be governed by the substantive law of the State of Michigan. Any action or proceeding to enforce or defend any rights under this Note or under any agreement, instrument or other document contemplated hereby or related hereto, directly or indirectly related to or connected with the loan contemplated by this Note, or the negotiation, administration or enforcement thereof, or arising from the debtor/creditor relationship of the Borrower and the Lender, shall be brought either in the appropriate court located in St. Clair County, Michigan. Borrower agrees that any proceeding instituted in either of such courts shall be of proper venue, and waives any right to challenge the venue of such courts or to seek the transfer or relocation of any such proceeding for any reasons. Borrower further agrees that such courts shall have personal jurisdiction over Borrower. Borrower waives any right it may have to a jury trial in case of any dispute between the Borrower and Lender.

BORROWER

EDDY DEVELOPMENT, LLC

By: Michael Vinckier
Its: Authorized Member/Manager

LENDER

ST. CLAIR COUNTY

By:
Its:

Smiths Creek Landfill Activities Reports

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Data Comparisons 2018-2021	6/17/2021	Exhibit
🗋	Landfill Gas to Energy	6/17/2021	Exhibit
🗋	May Volume	6/17/2021	Exhibit

COUNTY OF ST CLAIR
SMITHS CREEK LANDFILL
COMPARISON
2018- 2021

Year Month	2018 Tons	2019 Tons	2020 Tons	2021 Tons	2021 Income	2021 Expense*		2021 Net
January	40,066	16,090	22,917	19,901	$ 781,506	$ 214,720		$ 566,786
February	22,883	16,010	20,284	19,118	$ 805,969	$ 270,740		$ 535,230
March	25,290	20,319	21,928	34,858	$ 810,131	$ 350,643	*	$ 459,489
April	24,161	26,568	17,404	39,622	$ 636,233	$ 1,143,664	**	$ (507,431)
May	28,333	32,958	22,192	31,164	$ 770,866	$ 515,653		$ 255,213
June	32,221	26,425	26,795					$ -
July	32,573	29,270	26,303					$ -
August	30,375	25,832	24,824					$ -
September	26,790	25,734	29,798					$ -
October	23,903	27,927	54,751					$ -
November	19,836	24,899	44,857					$ -
December	18,692	21,665	45,554					$ -
Total	**325,123**	**293,698**	**357,607**	**144,663**	**$ 3,804,706**	**$ 2,495,420**		**$ 1,309,286**

Landfill Expenses detailed in the Income and Expense Report (ONESolution).
* SRF Bond Interest $106,616
** Appropriation Transfer Out $900,000 Road Commission

Prepared by B. Barnes

COUNTY OF ST CLAIR
SMITHS CREEK LANDFILL
GAS TO ENERGY

2021	Plant Efficiency	Electric Power Sale Royalty	Section 45 Tax Credit Royalty	Additional Gas Rights	Total Revenue
January	97.7%	$ 54,845	$ 10,745	$ 4,024	$ 69,615
February	89.9%	$ 56,704	$ 11,111	$ 4,024	$ 71,840
March	91.3%	$ 62,120		$ 4,024	$ 66,145
April	93.7%	$ 62,334		$ 4,024	$ 66,359
May	98.3%				
June					
July					
August					
September					
October					
November					
December					
Total	**94.2%**	**$ 236,002**	**$ 21,856**	**$ 16,096**	**$ 273,958**

COUNTY OF ST CLAIR
SMITHS CREEK LANDFILL
VOLUME REPORT
MAY 2021

CUSTOMER	DEMO (TONS)	MUNICIPAL SOLID WASTE (TONS)	SPECIAL WASTE (TONS)	TOTAL TONS	TOTAL YARDS
BASIC TRANSPORTATION GROUP, LLC	1,836	4,118	0	5,954	19,800
CURRAN RECYCLING LTD.	0	2,356	0	2,356	6,960
EMTERRA ENVIRONMENTAL USA	40	2,691	70	2,801	8,332
JEFF'S RUBBISH DISPOSAL	102	1,097	0	1,199	3,759
M.L CHARTIER	4	0	4,671	4,674	3,796
MARCOTTE DISPOSAL	19	1,518	0	1,537	5,255
MPC ENVIRONMENTAL	0	0	1,850	1,850	1,887
SOUTH BARRIE TRANSGER LTD	0	1,708	0	1,708	5,280
WASTE MANAGEMENT	63	1,897	23	1,983	8,704
OTHER CUSTOMERS	2,760	2,667	807	6,235	27,774
TOTALS	**4,824**	**18,053**	**7,421**	**30,297**	**91,547**

SEPTAGE CUSTOMERS	TOTAL GALLONS	TOTAL YARDS	TOTAL TONS
ALLEMON SEPTIC SERVICE	3,268	16	13
CARLS SEPTIC	53,182	263	217
JAY'S SEPTIC SERVICE	2,778	14	11
LEES SEPTIC SERVICE LLC	30,407	150	124
R&P HODGES SEPTIC SERVICE	40,141	199	164
RATTEE SEPTIC	68,872	341	281
SCOTTY'S POTTY'S	13,754	68	56
TOTALS	**212,403**	**1,051**	**867**

TOTAL TONS	**31,164**
TOTAL YARDS	**92,599**

July Agenda
May Volume

Prepared by B Barnes