



City of Petoskey

Agenda

CITY COUNCIL

October 9, 2018

Special Meeting

1. Call to Order – **5:30 P.M.** - City Hall Council Chambers
2. Recitation - Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. New Business
 - (a) Adoption of a proposed resolution that would approve a Land and Water Conservation Fund Project Agreement for the Pennsylvania Park restroom expansion project
 - (b) Authorization to contract with Freshwater Charch, Charlevoix, for the Pennsylvania Park restroom expansion project in the amount of \$371,000
5. Adjournment



BOARD: City Council

MEETING DATE: October 9, 2018

PREPARED: October 5, 2018

AGENDA SUBJECT: Consideration to Approve a Land and Water Conservation Fund Project Agreement for Downtown Bathroom Renovations

RECOMMENDATION: That City Council adopt the enclosed proposed resolution

Background At the October 1, 2018 meeting, City Council discussed the proposed Land and Water Conservation Fund Project Agreement that includes provisions that Pennsylvania Park be dedicated to outdoor recreation. The Chamber building, if ever vacated by the Chamber, would need to be repurposed for outdoor recreation purposes. The current use of the Chamber building is grandfathered in with no grant requirement to change the usage of the building.

In early 2017, the City of Petoskey submitted a grant to the Land and Water Conservation Fund for financial support to remodel the downtown restrooms in Pennsylvania Park. The Land and Water Conservation Fund is administered through the National Park Service, funded through offshore gas and oil investment earnings to preserve history and protect land and water. Funds are filtered to the states through programs, in our case the Michigan Department of Natural Resources, who then distributes to local units of government who have been recommended for project funding.

In early February, the City was notified by the MDNR that the project has been recommended for up to \$150,000 in grant funding. (The DMB and City's General Fund both budgeted \$75,000 each in matching funds.) Since then, the City, State and Federal Government have been working hard to expedite the Project Agreement to ensure the demolition and construction is completed by May 1, 2019. The only way to achieve this deadline is to begin construction this fall.

Through the discussion of the project, there was a special condition included on Appendix B (see attached) on the proposed Encumbered Boundary Map which reads:

"The existing restroom shares a common wall and roofline with the Chamber of Commerce building. If the building is ever vacated by the Chamber of Commerce, the building is to be used per support facility guidelines in the LWCF grants manual to either support outdoor recreation, developed specifically for outdoor recreation or completely removed from the parcel without modifications to the LWCF recreation boundary."

While this may appear at first glance as an overreach by the National Park Service, please consider this is a unique circumstance, as the City owns the land underneath the Chamber building. While the City does not own the Chamber building, the City has the authority to revoke the agreement at any time. The City may either retain the building or direct the Chamber to completely remove the building restoring the land to the same condition in which the land was found. See attached Chamber Agreement and First Amendment to the Land Use Agreement. Additionally, approximately half of Pennsylvania Park is currently restricted by the LWCF provisions for outdoor recreation purposes. See Encumbered Boundary Map for the LWCF designation.

Recommendation Staff feels the special condition is acceptable as the Pennsylvania Park area serves the outdoor recreation and open space needs of the City and is already under LWCF restrictions. Staff believes that there is no intent to change the scope or use of the area in the distant future. Additionally, there is a process to convert the building to something other than outdoor recreation, if the City Council ever decides to go in a different direction.

If Council is supportive of the Project Agreement, a motion can be made to approve the enclosed resolution for the Land and Water Conservation Fund Project Agreement for downtown bathroom improvements.

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Enclosures



Michigan Department of Natural Resources - Grants Management
**LAND AND WATER CONSERVATION FUND
DEVELOPMENT PROJECT AGREEMENT**

Project Number: 26-01783

Project Title: Pennsylvania Park Public Restroom

This Agreement is between the Michigan Department of Natural Resources and Environment for and on behalf of the State of Michigan ("DEPARTMENT") and the City of Petoskey IN THE COUNTY OF Emmet County ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In PA 107 of 2017, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund grant to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by 11/23/2018.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); Recreation Grant application bearing the number 26-01783 (APPENDIX C); and Land and Water Conservation Fund Project Agreement General Provisions (APPENDIX D) are, by this reference, made part of this Agreement. The Agreement together with the referenced Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed. **Special Conditions Applicable to This Agreement on Boundary Map**
2. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT. Commitments made by the DEPARTMENT to the SERVICE in APPENDIX D are binding upon the GRANTEE. In such cases where a provision of this AGREEMENT is in conflict with APPENDIX D, the provision in APPENDIX D will prevail.
3. The time period allowed for project completion is 09/24/2018 through 06/30/2021, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
4. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
5. The words "project area" shall mean the land and area described in the legal description (APPENDIX A) and the boundary map (APPENDIX B) already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C:

Access Pathway 5'-6- Wide
Demolition Existing Restroom
Landscaping
Restroom Building
Retaining/Seat Wall

7. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Fifty (50%) Percent** of **Three Hundred Thousand (\$300,000.00) dollars and Zero Cents**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **One Hundred Fifty Thousand (\$150,000.00) dollars and Zero Cents**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty (50%) Percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

8. The GRANTEE agrees as follows:

- a. To immediately make available all funds required to complete the project and to **One Hundred Fifty Thousand (\$150,000.00) dollars and Zero Cents** in local match. This sum represents **Fifty (50%) Percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

- i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended.
 - vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT , and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT , and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted on the basis of residence . Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall

be forwarded to the DEPARTMENT before the effective date thereof.

- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a plaque on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this plaque shall be in accordance with DEPARTMENT and SERVICE specifications.
 - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
9. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
10. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **930/2021**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
11. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed.

Approval of changes is solely at the discretion of the DEPARTMENT . Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.

12. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement .
13. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
14. Unless an exemption has been authorized by the DEPARTMENT , and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
15. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
16. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of said project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
17. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate , therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE , including, but not limited to, replacement with land of similar recreational and monetary value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE .
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
18. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the

GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal fair market value, and of reasonably equivalent usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal fair market value and of reasonably equivalent usefulness and location. Such replacement shall be subject to all the provisions of this Agreement .

19. The GRANTEE acknowledges that:

- a) The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b) The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c) The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

20. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

21. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

22. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
- b. If any portion of the project area is a facility, documentation that Department of Natural Resources and Environment-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

23. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the SERVICE with no reimbursement made to the GRANTEE.

24. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
25. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
26. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
27. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
28. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
29. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT ; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund and the Michigan Natural Resources Trust Fund ; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
30. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to

employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the person's ability to perform the duties of a particular job or position . The GRANTEE further agrees to comply with the civil rights requirements set forth by the DEPARTMENT and that any subcontract shall contain a non-discrimination provisions which is not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor , manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity .
35. The Agreement may be executed separately by the parties . This Agreement is not effective until:
 - a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT , and
 - b. the DEPARTMENT has signed it.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and date first above written.

Approved by resolution (true copy attached) of the _____,

date

_____ meeting of the _____.

(special or regular)

(name of approving body)

GRANTEE

SIGNED:

By: _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#

38-6004583

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

By: _____

Dan Lord

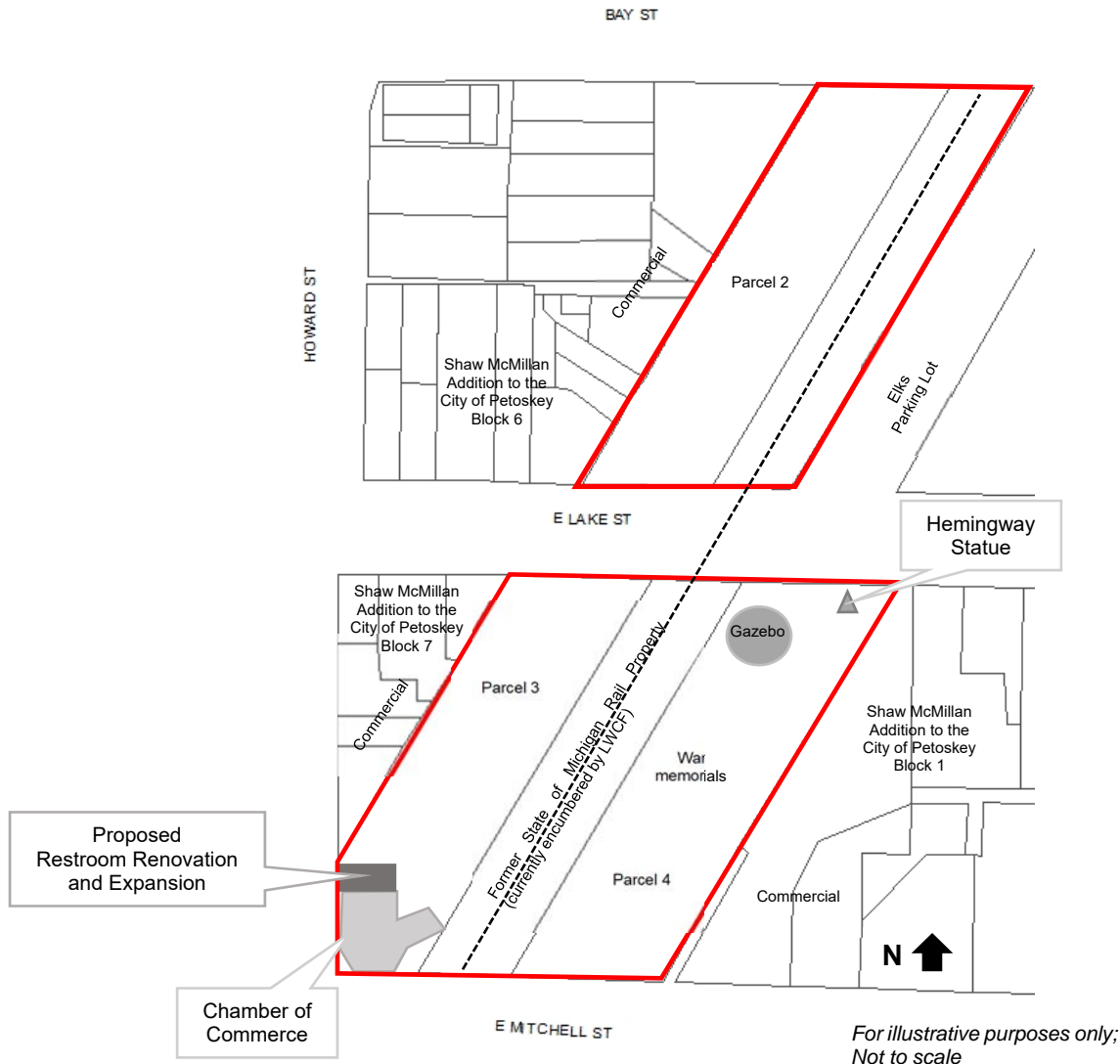
Title: _____

Manager, Grants Management

Date: _____

**6F Encumbered Park Boundary
City of Petoskey, Emmet County**

**Pennsylvania Park Restroom Renovation and Expansion
LW17-0023**



Legal Description

Pennsylvania Park, Being Parcels 2, 3 and 4 as Described in the Emmet County Register of Deeds Liber 167 page 312, approximately 1.9 acres; and that portion of the property between Bay Street and E. Mitchell Street acquired from the State of Michigan recorded in Emmet County Register of Deeds Liber 1136 Page 256; approximately 0.9 acres.

Kendall Klingelsmith
Authorized Representative

Date

SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

The existing restroom shares a common wall and roofline with the Chamber of Commerce building. If the building is ever vacated by the Chamber of Commerce, the building is to be used per support facility guidelines in the LWCF grants manual to either support outdoor recreation, developed specifically for outdoor recreation or completely removed from the parcel without modifications to the LWCF recreation boundary.

Land and Water Conservation Fund Application 2017

Organization: City of Petoskey

LW17-0023

Application Narrative

* I. Project Description

The City of Petoskey is proposing to renovate, improve and expand a public restroom facility located within Pennsylvania Park in Downtown Petoskey. Pennsylvania Park is a 2.7 acre park that is truly the focal point of activity for Downtown Petoskey, hosting multiple events from concerts, art fairs, festivals, parades, run/walk events, tours, and national holiday celebrations. The existing restroom was constructed in 1981 with 2 water closets on women's side and a water closet and urinal on men's side and shares a common wall and roofline with the Chamber of Commerce Building located within the park. (City has a Land Use Agreement with the Chamber of Commerce governing structure) The restroom cannot meet present usage demands placed upon it and needs to be enlarged. This expansion project proposes to expand the restroom building to include 4 sinks and 6 water closets on the women's side and 2 sinks 3 urinals and 2 water closet on the men's side. The building and approaches will be designed for universal accessibility, with preliminary plans having been reviewed by the Disability Network. The building will also be designed for energy efficiency with LED lighting, solar light tubes, water saving plumbing fixtures and ventilation/ heat recovery units. Project will also relocate screened refuse collection area to near Lake Street utility area within the park. . SCORP: Pennsylvania Park is the central feature of the Downtown Greenway Corridor Non-Motorized Trail, which extends from Emmet Street on the South to MacDonald Drive on the North where it connects to the Little Traverse Wheelway, the National Parks Service North Country National Scenic Trail and Iron Belle Trail, as well as local trails and parks. There is a downtown map adjacent to the restroom building that identifies the connection to the waterfront and the Little Traverse Wheelway/ Iron Belle Trail through the tunnel under US 31. These restrooms will serve trails users, park users, and downtown visitors.

* II. Project Justification and Support:

This request for the Renovation, Expansion and Improvements to the Pennsylvania Park Restrooms has been a long standing need identified by park users, Downtown Mgt. Boards, Petoskey Chamber of Commerce, retailers, service providers and has been included in several 5yr Park and Recreation Plans. The Project is also identified specifically in The City of Petoskey 2013-2017 Parks and Recreation Master Plan, see Chapters 5 and 8 references to Pennsylvania Park and the Downtown Greenway Corridor and Chapter 6 Recreation Strategy last page "Improve Downtown Parks". It was also an often cited need in public meetings for the update to the Downtown Greenway Corridor Plan. The current restroom was constructed in 1981 and use has exceeded capacity. The ventilation and heating systems are inadequate and existing fixtures and plumbing lines need to be updated. The current restroom has 1 sink and 2 toilets on women's side and 1 sink, 1 urinal and 1 toilet on men's side. The proposed universally accessible restroom will be enlarged and will provide 4 sinks and 6 toilets on women's side and 2 sinks, 3 urinals and 2 toilets on men's side, which substantially increases the service capacity of these restrooms. Pennsylvania Park is a central feature of Downtown Petoskey and is heavily utilized and programed for community concert series (summer 8 week season estimated attendance at 2500), music performances (Friday night Petoskey Rocks attendance between 150 and 600), arts and crafts shows (Art in the Park has 270 artists and support staff and between 5,000-8,000 attendees), parades, movies in the park (weekly in the summer with 100-250 attendees), veterans and national holiday ceremonies, Farmers Market on Howard Street (70 vendors and staff and 250-400 attendees weekly over a 16 week period) and frequent downtown special events that bring large crowds to the park. The park is also the central destination of the Downtown Greenway Corridor and provides the only restrooms along the non-motorized trail and the central core of the downtown. There are often waiting lines to the restroom during a normal summer day, but they are very long during events. The

Application Narrative

Chamber of Commerce receives restroom questions and complaints on a daily basis and from June-September they estimate 100 questions or comments a week.

As part of this project a screened refuge containment area which is now located in the footprint of the proposed expanded building will be relocated and combined with a screened electrical utility area at the northeast end of project site.

Due to its importance to the resort and tourism economy, the City considers the downtown as a park area and budgets for maintenance and beautification. There is a downtown-specific parks crew that check the bathrooms on an almost hourly basis in the summer. Due to the very limited number of fixtures, when there is a problem the whole facility must be closed. Additional fixtures will address this situation.

*** III. Project Design:**

The project is located in the southwest quadrant of Pennsylvania Park lying between Lake Street and Mitchell Street in Petoskey's Historic Downtown Shopping District. Pennsylvania Park was originally developed as a railroad park and portions of the park were acquired in 1959 from Penndel Company and the remainder from MDOT Rail in 2011. The restroom faces the park, is clearly visible and can be universally accessed from the Park Avenue sidewalk and the Howard Street sidewalk. The park and restrooms are identified on City Way-finding signage and on street signage located throughout the Downtown. Public parking is located adjacent to and near the park, a bus drop off area for both public and tour buses is also located adjacent to the park.

The expanded restroom is designed to match the appearance of the existing Chamber Building to which it shares a common wall, rooflines and architectural design elements, brick style and trim will match original building. Energy efficient LED lighting will be used inside the building and outside, solar tube lighting will also be used for day time light supplement. Sinks, urinals and toilets will utilize low water volume flush valves, and automated timed sink valves. Energy star rated heat sources will be utilized and a ventilation/ heat recovery unit will be utilized to prevent heat loss. All fixtures, doors, restroom partitions, counters, mirrors etc. will meet universal accessibility requirements. Interior flooring and walls will be tiled for ease of maintenance. Solid color reinforced composite toilet partitions will be utilized for graffiti resistance and durability. City and Architect have met with the Michigan Disability Network liaison to insure that building design and approaches meet universal access design guidelines, (letter attached). Recycling bins will be incorporated in refuse container area. Building materials will incorporate high content of post-consumer recycled materials where possible.

The exterior doors and approach walks will be well lighted and the entry doors are visible from the park and Howard Street. Restrooms are open 7 days a week, year round, cleaned frequently and locked at 9pm unless event is ongoing. City Departments of Public Safety and Parks and Recreation jointly fund foot patrol security officers during the summer months to patrol the downtown and park during evening hours. The restroom is heavily used, which has historically limited undesired activity. The Chamber of Commerce Office is staffed six days a week and alerts City staff if any issues develop with restroom cleanliness or security.

If awarded, the project will be announced and status updates provided through a press release and information provided for websites and newsletters (City, Chamber, Downtown). At Project completion a ceremony will be hosted to showcase the project and give recognition to the Grant funded program,

Land and Water Conservation Fund Application 2017

Organization: City of Petoskey

LW17-0023

Application Narrative

elected officials, local dignitaries and governmental staff.

IV. Additional Information:

The City of Petoskey has a long standing record of partnering with multiple units of governments, community organization and non-profit Foundations. The City has Recreational Agreements with Resort and Bear Creek Townships where the City provides recreational programming for township residents based upon a cost share formula; The City and Petoskey Public Schools have a Recreation Facility Agreement for shared facility development, use and cost sharing which benefits community; The City has a Recreational Lease for Sports Field properties developed by City with North Central Michigan College; The City works with the Top of Michigan Trails Council, Emmet County and the North Country National Scenic Trail Chapters on trail development and coordinated trail maintenance efforts; and the City partners with youth sports associations and organizations for recreational programming, and field maintenance support. Pennsylvania Park Collaborations: The Crooked Tree Art Center organizes and promotes the summer concert series, The Downtown Management Board hosts many events in the park such as the holiday tree lighting and open house, winter carnival, movies in the park and other summer events, and the Chamber of Commerce holds Art in the Park art fair in Pennsylvania Park. The City Parks and Recreation and Department of Public Works staff provide logistical support for these events.

In 2012 the City working with the Michigan Department of Natural Resource and the National Park Service successfully completed LWCF land conversion for the former Turcott Field site. The land restriction perpetuity agreement was transferred to property acquired for the Development of the Downtown Greenway Corridor at a cost of \$895,000 and a LWCF plaque installed. A replacement field was built on City Property near school campus. A portion of Pennsylvania Park near where the proposed Restroom Project takes place is part of the conversion replacement property.

Land and Water Conservation Fund Application 2017

Organization: City of Petoskey

LW17-0023

Section C: Project Details

Applicant's current control of the site:

✓ Fee Simple

Road or Utility Easement (entrance only)

*Age of Park 58 Years

*Acres 2.7

Project Cost Estimate Table

List the specific development scope items (Select from dropdown list). Do not include ineligible items such as engineering costs beyond 15% of the subtotal and contingencies. NOTE: ALL OVERHEAD UTILITY LINES MUST BE BURIED.

<u>SCOPE ITEM</u>	<u>IS SCOPE ITEM OF UNIVERSAL DESIGN?</u>	<u>QUANTITY</u>	<u>TOTAL ESTIMATED COST</u>
Restroom Building	No ✓ Yes	627 SF x \$337/ SF	\$212,300.00
Landscaping	✓ No Yes	Lump sum	\$3,300.00
Other: Demolition	✓ No Yes	lump sum	\$25,000.00
Sidewalks and retaining wall/seat	No ✓ Yes	Lump sum	\$15,000.00
Refuge/storage area	No ✓ Yes	Lump sum	\$5,700.00

Do not list the aspects of project execution, such as labor, construction equipment, contingency or raw materials.(New rows will appear as rows are completed and Saved)

Permit Fees

Subtotal \$261,300.00

Engineering (These fees may not exceed 15% of subtotal) \$38,700.00

Total Estimated Cost (Must equal Total Project Cost amount on Section B page.) **\$300,000.00**

APPENDIX D

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual .
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement , and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements .

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance , or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project

agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement , and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III -I herein.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual .

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

-OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;

43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs , Department of the Interior;

-A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment,

rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties .
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness .

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements :

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs , Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) 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;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the

representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

Revised 10/01/2008



City of Petoskey

Resolution

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the City of Petoskey, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Petoskey does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) SS
COUNTY OF EMMET)

I, Alan Terry, Clerk of the City of Petoskey, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Alan Terry, City Clerk



BOARD: City Council

MEETING DATE: October 9, 2018

PREPARED: October 4, 2018

AGENDA SUBJECT: Approve Bid for Pennsylvania Park Restroom Project

RECOMMENDATION: That the City Council authorize contracting with Freshwater Charch, Charlevoix, on the Downtown Restroom Renovation Project

Background In early 2017 the City of Petoskey submitted a \$150,000 grant to the Land and Water Conservation Fund for financial support to remodel the downtown restrooms in Pennsylvania Park. Since the project will restrict use of the restrooms until May 2019, it is imperative to begin the work this fall.

This is a scheduled project with \$300,000 earmarked in the 2018 CIP Budget, with a \$150,000 Land and Water Conservation Fund grant, \$75,000 from the Downtown Management Board and \$75,000 from the General Fund. Since the original submission, a "Family Bathroom" was added to the plan per code resulting in more square footage and additional cost. The remaining \$71,000 will be split between the Downtown Management Board Parking Fund and the City's General Fund Reserves (\$35,500 each). (The DMB will be meeting at 6:00 P.M., October 9 to approve additional funding for the project.) The General Fund Reserves amount is \$4,150,291.

Proposals Architect Richard Neumann prepared detailed bid specifications for the "Pennsylvania Park Restroom Addition" dated August 30, 2018; bids were advertised in the Petoskey News Review on September 18, 2018 and were also made available through professional contractor bid services. Bids were opened at 2:00 P.M. on Thursday, October 4, 2018 and three bids were received. Bid results are as follows:

Bidder	Amount
Freshwater Charch Charlevoix	\$371,000
Integrity Builders. Gaylord	\$382,900
Harbor View Custom Builders. Petoskey	\$486,513

Review Architect Rick Neumann and city staff reviewed the bids received and are confident that the low bid of \$371,000 is a complete bid and that the contractor can perform the specified work. The bid recommendation is currently being reviewed by the State and is anticipated to be approved either October 8 or 9.

Recommendation City staff recommends that City Council authorize contracting with Freshwater Charch, Charlevoix, in the amount of \$371,000 for the Pennsylvania Park Bathroom Project.