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**RULE OF THE CHAMBER**

Any person wishing to address City Council shall step up to the lectern, state their name and address in an audible tone of voice for the record, and unless further time is granted by the presiding officer, shall limit their address to three (3) minutes. A person may not give up or relinquish all or a portion of their time to the person having the floor or another person in order to extend a person's time limit in addressing the Council.

Any person who does not wish to address Council from the lectern, may print their name, address and comment/question which he/she would like brought before Council on a card provided by the Clerk/Treasurer and return the card to the Clerk/Treasurer before the meeting begins. The Clerk/Treasurer will address the presiding officer at the start of Citizen Comments on the Agenda, notifying him of the card comment, and read the card into the record for response.

Those who want to use audio and image recording equipment in Council Chambers that requires a monopod, tripod or other auxiliary equipment for the audio and image devices shall notify the City Clerk before the meeting begins. Arrangements will be made to accommodate the request in a manner that minimizes the possibility of disrupting the meeting. No additional illuminating lights may be used in Council Chambers unless a majority of City Council members consent. Additionally, cell phones and pagers should be set to vibrate or silent mode when inside Council Chambers.

Should any person fail or refuse to comply with any Rules of the Chamber, after being informed of such noncompliance by the presiding officer, such a person may be deemed by the presiding officer to have committed a breach of the peace by disrupting the public meeting, and the presiding officer may then order such person excluded from the public meeting under Section 3 (6) of Open Meetings Act, Act 267 of 1976.

You will notice a numbering system under each heading. There is significance to these numbers. Each agenda item is numbered consecutively beginning in January and continues through December of each calendar year.

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one week's notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9138. The City of Monroe website address is [www.monroemi.gov](http://www.monroemi.gov).

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**AGENDA - CITY COUNCIL REGULAR MEETING  
MONDAY, MARCH 21, 2011  
7:30 P.M.  
AMENDED**

**I. CALL TO ORDER.**

**II. ROLL CALL.**

**III. INVOCATION/PLEDGE OF ALLEGIANCE.**

**IV. PUBLIC HEARINGS.**

34 Public hearing for the purpose of reviewing and hearing comments on an Obsolete Property Rehabilitation Tax Exemption Certificate pursuant to Public act 146 of 2000, as amended, from JDK, LLC for the property located at 78-84 West Front Street. There are no comments on file in writing in the Clerk-Treasurer's Office.

35 Public hearing for the purpose of reviewing and hearing comments on a proposed First Amendment to the Brownfield Plan for Site No. 22, **725 North Monroe Street**. There are no comments on file in writing in the Clerk-Treasurer's Office.

36 Public hearing for the purpose of reviewing and hearing comments on approval of the Brownfield Plan for Site No. 23 – 78-84 West Front Street. There are no comments on file in writing in the Clerk-Treasurer's Office.

**V. COUNCIL ACTION.**

35 Communication from the Economic & Community Development Director, submitting a proposed First Amendment to the Brownfield Plan for Site No. 22, **725 North Monroe Street**, and recommending that if Council concurs with the BRA recommendation, the action would be to approve the First Amendment to the Brownfield Plan for Site No. 22 – Eye Surgeons Associates, 725 North Monroe Street, in the form of the attached resolution; following the public hearing. Alternatively, Council could deny the proposed amendment to refer it back to the BRA with direction to review a specific aspect of the proposed amendment.

**VI. CONSENT AGENDA.** (All items listed under the Consent Agenda are considered to be routine by Mayor and Council and will be approved by one motion, unless a Council member or citizen requests that an item be removed and acted on as a separate agenda item.)

- A. Approval of the Minutes of the Special Meeting held on Monday, March 7, 2011 and the Regular Council Meeting held on Monday, March 7, 2011.
  - B. Approval of payments to vendors in the amount of \$\_\_\_\_\_.  
Action: Bills be allowed and warrants drawn on the various accounts for their payment.
- 34 Obsolete Property Rehabilitation Certificate Application – 78 – 84 West Front Street.
- 1. Communication from the Director of Economic & Community Development, submitting an application for Obsolete Property Rehabilitation Tax Exemption from JDK, LLC for the improvements proposed to be made at 78 – 84 West Front Street, and recommending that Council grant the Obsolete Property Rehabilitation Act Exemption Certificate for 78-84 West Front Street in accordance with the recommendation of the EDRC in the form of the attached resolution (following a public hearing); and authorize staff to forward the application to the State Tax Commission for their review and action.
  - 2. Supporting documents.
  - 3. Action: Accept, place on file and the recommendation be carried out.
- 36 Approval of the Brownfield Plan for Site No. 23 – 78-84 West Front Street.
- 1. Communication from the Director of Economic & Community Development, submitting a proposed resolution for the approval of the Brownfield Plan for Site No. 23 – 78-84 West Front Street, and recommending that Council approve the Brownfield Plan for Site No. 23, 78-84 West Front Street, in the form of the attached resolution, following the public hearing.
  - 2. Supporting documents.
  - 3. Action: Accept, place on file and the resolution be adopted.
- 37 Jazz Festival Service Contract.
- 1. Communication from the City Manager’s Office, reporting back on a request from the Monroe County Convention & Tourism Bureau for permission to hold the 10<sup>th</sup> Annual River Raisin Jazz Festival on August 11 – 14, 2011, with assistance from city personnel (DPS, Fire & Police), for the City to help sponsor the event, to use St. Mary’s Park, to close Elm Avenue from Borgess Avenue to North Monroe Street, MCCTB use and control of parking spots in St. Mary’s parking lot, police security in Park from Friday – Sunday, clean-up of city park, install fencing around restricted viewing area, install flags and banners, signage to parking, provide bleachers, etc. and any other touch up or clean up as necessary to make the park area presentable, and recommending that Council approve the request contingent upon passage of the 2011 budget and inclusion of the funding for the event, items being met as outlined by the administration, as well as the signing of this contractual services agreement between the City and the Monroe county Convention & Tourism Bureau for the production of the 2011 River Raisin Jazz Festival, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
  - 2. Supporting documents.
  - 3. Action: Accept, place on file and the recommendation be carried out.

- 38 Monroe County Convention & Tourism Bureau River Raisin Jazz Festival Banner Request.
1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Convention & Tourism Bureau for permission to display three banners across East Front Street, West First Street and Monroe Street from August 1 – 14, 2011, announcing the 10<sup>th</sup> Annual River Raisin Jazz Festival on August 12 – 14, 2011, and recommending the request be approved.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.
- 39 Monroe County Convention & Tourism Bureau Custer Week Banner Request.
1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Convention & Tourism Bureau for permission to display three banners across East Front Street, West First Street and Monroe Street from September 19 – October 9, 2011, announcing Custer Week on October 3 - 9, 2011, and recommending the request be approved.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.
- 40 Custer Airport Drainage Improvements – Design Funding Contract with MDOT.
1. Communication from the Director of Engineering & Public Services, submitting a proposed resolution delineating the terms of the Custer Airport Drainage Improvements Contract with MDOT and the City of Monroe, and recommending that the attached resolution be approved, and that the City share of the costs be appropriated as detailed in the financial information detail below, and further recommending that the Mayor, Clerk-Treasurer, and/or Director of Engineering & Public Services be authorized to execute any other necessary agreements to carry out the above on behalf of the City of Monroe.
  2. Supporting documents.
  3. Action: Accept, place on file and the resolution be adopted.
- 41 Installation of New Public Water Mains – Gee Drive and Glendale Court – Special Assessment Resolution Number 2.
1. Communication from the Director of Engineering & Public Services, submitting Resolution No. 2 in the special assessment process declaring the installation of a new public water main to service the properties located on Gee Drive and Glendale Court, and recommending that the attached Resolution 2 be adopted, and that the public hearing be scheduled for April 4, 2011 at 7:30 p.m. in the City Council Chambers.
  2. Supporting documents.
  3. Action: Accept, place on file and the resolution be adopted.
- 42 CDBG Subrecipient Agreement with Paula's House.
1. Communication from the Director of Economic & Community Development, submitting a CDBG subrecipient agreement to enable Paula's House to pursue other grants with these funds considered as leverage, and recommending that Council approve the proposed agreement with Paula's House and authorize the City Manager to execute the agreement.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.

43 Bolles Harbor Lift Station Duplex Pump Control System Replacement Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the Bolles Harbor Lift Station Duplex Pump Control System Replacement, and recommending that a purchase order be awarded to Lotus Electric out of Waterford, MI in the amount of \$8,776.35 and that a total of \$10,100.00 be encumbered to include a 15% contingency for the replacement of Bolles Harbor Lift Station Duplex Pump Control System in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

44 Lauer-Finzel Park Grant Application to the Michigan Natural Resources Trust Fund.

1. Communication from the Economic & Community Development Director, submitting a proposed resolution as required for a grant application to the Michigan Natural Resources Trust Fund to redevelop the City owned Lauer-Finzel property, and recommending that council approve the resolution of support for a grant application to the Michigan Natural Resources Trust Fund to develop the proposed Lauer-Finzel Park.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

45 City Hall Office Lease – Great Lakes Tower.

1. Communication from the Building Official, submitting an addendum to the lease with Great Lakes Tower for office space, and recommending that Council approve the terms of the lease addendum document attached and to authorize that it be executed and signed by the Mayor and City Clerk-Treasurer.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

VII. MAYOR'S COMMENTS.

VIII. CITY MANAGER COMMUNICATION.

IX. COUNCIL COMMENTS.

X. CITIZEN COMMENTS

XI. ADJOURNMENT.



# CITY COUNCIL AGENDA FACT SHEET

REVISED

**RELATING TO:** Obsolete Property Rehabilitation Act Tax Exemption Certificate for 78-84 West Front Street

**DISCUSSION:**

On January 26, 2011, the City Clerk/Treasurer received an application for Obsolete Property Rehabilitation Act (OPRA) Exemption from JDK, LLC for improvements proposed to be made at 78-84 West Front Street. As is indicated on the application, the request is for an OPRA Exemption for the maximum period of twelve (12) years. If approved, the OPRA exemption will freeze the value of the **buildings** on the site at their current estimated taxable value of \$16,940.00. The land value would continue to be adjusted over the period of the exemption. The total investment in the property is currently estimated at \$1,563,150.00, with a 15% contingency bringing the total probable investment to \$1,797,623.00. The improvement of the property will include complete rehabilitation of the first floor for a commercial use and redevelopment of the second and third floors for up to six residential units.

On February 10, 2011, the Economic Development Review Committee (EDRC) met to review and make a recommendation on the application. Following discussion on the request, the EDRC moved to recommend that City Council consider a twelve (12) year exemption on the property improvements as requested (Please see attached Draft EDRC meeting minutes). The primary criteria for recommending the 12-year exemption were the high likelihood for this project to increase commercial activity, create employment, increase the number of residents in the downtown, and revitalize the central business district. The building's physical constraints, extremely high rehabilitation costs, and possible presence of environmental contaminants place the financial risk of rehabilitation at higher than normal levels. Therefore, the proposed rehabilitation would likely not be undertaken without the benefit which would accrue from approval of the requested OPRA exemption.

On March 6, 2011, the Economic and Community Development Department distributed notice of the Public Hearing to the affected Taxing Jurisdictions, the City Assessor, the City Clerk/Treasurer and the applicant. A general public hearing notice was also published in the March 6th edition of the *Monroe Evening News*. The purpose of the public hearing and notice are to allow an opportunity for any affected party to be heard on this matter. No comments had been received at the time of preparation of this fact sheet. The OPRA District was previous established by the City Council on March 5, 2001 following a public hearing on that same date.

**IT IS RECOMMENDED** that the City Council grant the Obsolete Property Rehabilitation Act Exemption Certificate for 78-84 West Front Street in accordance with the recommendation of the EDRC in the form of the attached resolution (following a public hearing); and authorize staff to forward the application to the State Tax Commission for their review and action.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** March 21, 2011

**REASON FOR DEADLINE:** Facilitate the start of the project and ensure eligibility for other state tax incentives.

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** JDK, LLC – Property Owner

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Economic and Community Development, Assessor, EDRC, DDA, Property Owner

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project \$ N/A

Cost of This Project Approval \$ N/A

Related Annual Operating Cost \$ N/A

Increased Revenue Expected/Year \$ TBD\* / 2023

*\*Tax increment capture by the DDA will begin after the expiration of the Exemption*

<b><u>SOURCE OF FUNDS:</u></b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Matt Wallace, Planner

**DATE:** 3/11/11

**REVIEWED BY:** Dan Swallow, Director of Economic and Community Development

**DATE:** 3/11/11

**COUNCIL MEETING DATE:** March 21, 2011



46 commercial activity, create employment, revitalize an urban area, and increase the  
47 number of residents in the community in which the facility is located; and  
48

49 WHEREAS, the rehabilitation includes improvements aggregating 10% or more  
50 of the true cash value of the property at commencement of the rehabilitation as provided  
51 by section 2(l) of Public Act 146 of 2000.  
52

53 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of  
54 Monroe hereby grants an Obsolete Property Rehabilitation Act exemption for the real  
55 Property located at 78-84 West Front Street, Monroe, Michigan and more particularly  
56 described in Exhibit A, for a period of twelve (12) years, beginning December 31, 2011,  
57 and ending December 30, 2023, pursuant to the provisions of P.A. 146 of 2000, as  
58 amended, and subject to the following conditions:  
59

- 60 1. That JDK, LLC shall invest a sum not less than either one million five  
61 hundred sixty three thousand one hundred fifty dollars (\$1,563,150.00) or the  
62 actual cost of the materials, supplies and labor described in Exhibit A for  
63 certain property improvements to be located at 78-84 West Front Street, which  
64 is more particularly identified in its Application for Obsolete Property  
65 Rehabilitation Exemption Certificate dated January 26, 2011;  
66
- 67 2. That it is understood by and between the parties that the City of Monroe shall  
68 withdraw the abatement if JDK, LLC fails to complete the improvements at  
69 the specified location;  
70
- 71 3. That JDK, LLC shall complete the rehabilitation work described in the  
72 application, dated January 26, 2011, for an Obsolete Property Rehabilitation  
73 Exemption Certificate for properties located at 78-84 West Front Street,  
74 Monroe, Michigan in an acceptable amount of time, considered by the City of  
75 Monroe to be no later than December 31, 2012; and  
76

77 **BE IT FURTHER RESOLVED**, that the City of Monroe hereby states being  
78 fully advised that the granting of this Obsolete Property Rehabilitation Exemption  
79 Certificate to JDK, LLC for the properties located at 78-84 West Front Street, Monroe,  
80 Michigan, and more particularly described in Exhibit A, shall not have the effect of  
81 substantially impeding the operation of the City of Monroe or impairing the financial  
82 soundness of a taxing unit which levies ad valorem taxes in the City of Monroe.  
83

84 **EXHIBIT A**

85 (Please see attachment)

## Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

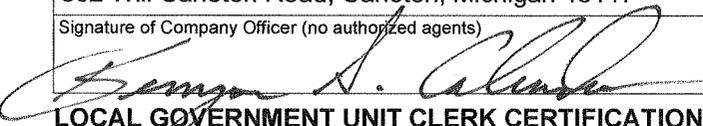
Applicant (Company) Name (applicant must be the OWNER of the facility) <b>JDK, LLC Attn. Kenyon Calender</b>		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) <b>862 Will Carleton Road, Carleton, Michigan 48117</b>		
Location of obsolete facility (No. and street, City, State, ZIP Code) <b>78-84 West Front Street, Monroe, Michigan 48161</b>		
City, Township, Village (indicate which) <b>City</b>		County <b>Monroe</b>
Date of Commencement of Rehabilitation (mm/dd/yyyy) <b>February 14, 2011</b>	Planned date of Completion of Rehabilitation (mm/dd/yyyy) <b>December 31, 2011</b>	School District where facility is located (include school code) <b>Monroe, 58010</b>
Estimated Cost of Rehabilitation <b>\$525,000.00 1,797,623.00</b>	Number of years exemption requested <b>Twelve (12) years</b>	Attach Legal description of Obsolete Property on separate sheet
Expected project likelihood (check all that apply):		
<input checked="" type="checkbox"/> Increase Commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment _____		
Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. <input checked="" type="checkbox"/>		

### APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

**The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.**

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) <b>Kenyon Calender</b>	Telephone Number <b>(734) 654-1241</b>	Fax Number <b>(734) 654-3199</b>
Mailing Address <b>862 Will Carleton Road, Carleton, Michigan 48117</b>		Email Address <b>calenderk@kcintegrated.com</b>
Signature of Company Officer (no authorized agents) 		Title <b>Principal and Member</b>

### LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature 	Date application received <b>JAN 26, 2011</b>
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### FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
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### LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

#### PART 1: ACTION TAKEN

Action Date: _____		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)		
<input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code

#### PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>
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#### PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

	Taxable Value *	State Equalized Value (SEV) *
Building(s)	16,940 <del>62,070</del>	16,940 <del>62,070</del>
Name of Governmental Unit	Date of Action on application	Date of Statement of Obsolescence
City of Monroe	2-9-11	2-9-11

\* 2011 TENTATIVE

#### PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature	Date	
Clerk's Mailing Address	City	State	ZIP Code
	Telephone Number	Fax Number	Email Address

Mail completed application and attachments to: State Tax Commission  
 Michigan Department of Treasury  
 P.O. Box 30471  
 Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-3272.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

## ATTACHMENT A GENERAL DESCRIPTION OF THE OBSOLETE FACILITY

Following is a description of physical appearance and a statement of significance that serve as our basis for the assessment of the structure's qualifying factors and finding of functional obsolescence. The only occupied portion of the building is the east first floor commercial space presently operating as a bar known as Steve's Tavern. The remaining structure appears to be of usable condition with renovations to correct from past user abuse. Interior finishes are non-existent or damaged beyond use and required total revamping. These finishes were in this condition at the time of purchase by the present owner. Heating, ventilation, and air conditioning systems are non-existent along with the electrical distribution systems. Building access is not accessibility-compliant. Based on these factors, the structure would be in violation of the present Michigan Building, Energy, Electrical, Plumbing, and Mechanical codes, and must be modified to comply for occupancy of any kind.

### **Description of physical appearance:**

The Urban Architecture, Italianate style, building is a single three (3)-story structure situated in the City of Monroe, Monroe County, Michigan on a City lot (Parcel no. 58-55-29-00441-000) containing .42 acres more or less with approximately forty six point eight two (46.82') feet of street frontage on the north side of West Front Street in Downtown Monroe, Michigan. (Old Village Plat Historic District)

The building's four (4) addresses (78, 80, 82 and 84 West Front Street) reflect the division of the first floor street level retail space as two separate tenants each approximately twenty (20') feet wide by seventy (70') feet deep and the second and third floor residential uses as independent address entities.

The entire structure is three (3) stories tall, approximately forty-two (42') feet from the street level, a full basement, partial exposed under the entire building, with grade sloping along the east edge of a walk out at the alley (north) elevation creating a four (4)-story elevation approximately fifty (50') feet above alley grade.

Construction materials include fieldstone bearing walls at the basement, brick masonry bearing walls (running in the long dimension perpendicular with West Front Street) with two (2) twenty (20') foot bays and one six (6') foot center bay. (Four (4) bearing walls total) brick masonry at both the West Front Street (south) and alley (north) elevations, wood framed floors and wood framed flat roofs with rubber membrane. The building's date of construction is 1873 according to the City of Monroe Assessor's Records.

The original West Front Street façade consisted of two (2) storefronts with a central double door leading to an interior stairway at the street level comprised of wood framed divided light windows, natural stone quoined corners, simple stone entablature and

fluted "Roman Doric" Style cast iron columns on a raised natural stone base. The upper two (2) stories are comprised of simple running bond brick with two (2) rows of seven (7) punched, arched top, double hung, divided light, windows with natural stone three (3) piece arched hood mold at window head and natural stone sill with natural stone quoined corners. The top entablature is comprised of simple running bond brick with ornate painted wood architrave, brick frieze and painted wood cornice with eight (8) wood modillions. Total entablature is approximately four (4') feet tall and projects horizontally approximately two (2') feet.

The building exterior materials and ornamentation are largely intact to this date mainly missing the original divided light glazing and double hung upper story windows.

The rear façade is comprised of natural stone exposed foundation wall at alley grade and simple running bond brick masonry above with simple punched window and door openings with segmental and natural stone sills, arched tops constructed with a flush two (2) course rowlock. The condition of the brick masonry is fair to poor.

The west elevation is a shared brick masonry wall with the neighboring property with no shared openings.

The east façade is comprised of simple running bond brick masonry and exposed natural stone foundation wall with three (3) simple punched window openings with segmental arched tops constructed with a flush two (2)-course rowlock and natural stone sills. The south edge along West Front Street also has natural stone quoins. The brick masonry is in fair to poor condition overall with the most obvious deterioration at the parapet wall and coping edge. The windows have been boarded shut.

Dates of alterations: 1952, 1960, 1967, 1981, 1987, 1992, 1998

**Statement of significance:**

This Urban Architecture, Italianate style building is located on a prominent block within the Downtown Central Business District of one of Monroe's oldest, most historic blocks. It is significant both as a part of this ensemble and its own merits as one of the earliest commercial structures still existent in the State of Michigan and a fine example of Italianate Architecture which has remained virtually unchanged since its construction nearly one hundred and thirty-six (136) years ago.

This building fronts both on West Front Street and the River Raisin and is located within the Old Village Historic district. This building bookends a continuous downtown block and would leave a hole in the downtown fabric and history if it were not restored or preserved.

The block that contains this Urban Architecture building dates from the original Old Village Plat which was recorded December 1, 1817, Liber D Page One (1). Re-

recorded October 2, 1911 and listed in the National Register of Historic Places May 6, 1982.

It should be noted that several buildings in this block have been demolished as dangerous buildings and the resulting vacant land utilized as parking lots. Others have been rebuilt or remodeled in a non-historical fashion breaking down the urban street feel and historical esthetic of this crucial gateway to downtown Monroe thus placing even greater importance on the historical character of this and the adjacent structures. The condition of this building is such that it could face a similar fate if renovations are not pursued that preserve/restore this urban architectural structure thus, further deteriorating the fabric of this prominent block of downtown Monroe.

The detail seen in the exterior details and materials as description above, document a quality and level of construction that has withstood the test of time to this date but without renovations is in danger of being lost to history.

The present owner purchased the building in its present deteriorated state with plans to restore/renovate the structure, maintaining the Urban Architectural character of this anchor building within this historic block of Monroe's downtown streetscape.

ATTACHMENT B  
GENERAL DESCRIPTION OF THE PROPOSED USE OF THE  
REHABILITATED FACILITY

JDK, LLC will rehabilitate the exterior of the building to create a weather tight structure, and also, attempt to re-create the original West Front Street façade to its 1873 appearance. The upper stories will be rehabilitated for use as a commercial residential property which is permitted by right within the downtown area, as indicated by the City of Monroe Zoning Regulations. The grade level spaces will be rehabilitated into commercial rental property as a bar/restaurant space with a commercial kitchen, public toilets (accessible), and possibly an outdoor dining deck on the north (river) side of the building. It is uncertain what will happen with the current tenant business, which was recently sold, but most likely they will be evicted and a new entity established.

The rear (north) façade of the building will be reconstructed and rehabilitated by removing the existing windows and doors and providing new doors and wood clad double hung, four over four divided light operable sashes, and natural stone sill. The existing deteriorated stairs and “outdoor grille” structure will be removed and new stairs, landings, and balconies will be added meeting all local codes. The roof will be inspected and repaired or replaced as necessary including gutters and downspouts.

The first floor plans show the future layout to be designed as “shell” retail space on the grade levels approximately 1200 square feet. The second and third floors are designed as two (2) commercial/residential units per floor of approximately 1,460 gross square feet separated by a common public area of approximately 390 gross square feet containing the stairs and hallway. The building’s interior and access shall be constructed to meet accessibility guidelines including a new elevator as part of the rehab plans as it is presently understood to be required for access to the upper levels.

The building’s physical constraints, extremely high rehabilitation cost, and possible presence of asbestos and lead combine to place the risk of rehabilitation at higher-than-normal levels. Thus the proposed rehabilitation cannot be undertaken without the financial benefit which would accrue from approval and receipt of the requested Obsolete Property Rehabilitation Act certificate from the City of Monroe and State tax Commission.

**ATTACHMENT C**  
**DESCRIPTION OF THE GENERAL NATURE AND EXTENT**  
**OF THE REHABILITATION TO BE UNDERTAKEN**

<b>Site Development</b>	<b>Amount</b>
Demolition of existing patio structure	\$8,000.00
New asphalt pavement (10,000sf @ \$6.25/sf)	\$62,500.00
Grading and Fill (10,000sf @ \$5/sf)	\$50,000.00
Walks (Front & Rear)	\$5,000.00
Landscape	\$5,000.00
Site Lighting (Wall packs)	\$5,000.00
Storm Drainage	\$25,000.00
Utilities (Gas, water, sanitary sewer, electricity, phone, & cable)	\$5,000.00
Curb / wheel stops	\$5,000.00
<b>Sub Total 1 =</b>	<b>\$170,500.00</b>
15% Contingency	\$25,575.00
<b>Probable Site Development Budget</b>	<b>\$196,075.00</b>

<b>Building Rehabilitation</b>	<b>Amount</b>
West Front Street (South) façade restoration/renovation	\$55,000.00
Alley (North) façade renovation/remodel	\$40,000.00
Public Parking (East) façade renovation	\$5,000.00
New roof (one Level) @ \$15/SF x 3,310	\$49,650.00
North balconies and egress stair	\$75,000.00
New passenger elevator	\$150,000.00
First floor restaurant/bar renovations @ \$180/SF x 3,310	\$595,800.00
Second floor apartment renovations (2 apartments) @ \$60/sf x 1,460	\$175,200.00
Third floor apartment renovations (2 apartments) @ \$60/sf x 1,460	\$175,200.00
Common area and stair renovations (2 floors & stairs) @ \$60/sf x 390	\$46,800.00
Interior demolition & hazardous materials abatement	\$25,000.00
<b>Sub Total</b>	<b>\$1,392,650.00</b>
15% Contingency	\$208,898.00
<b>Probable Building Rehab Construction Budget</b>	<b>\$1,601,548.00</b>

<b>Construction Cost Subtotal</b>	<b>Amount</b>
Probable Site Development Budget	\$196,075.00
Probable Building Rehab Construction Budget	\$1,601,548.00
<b>Total Estimate of Probable Construction Costs =</b>	<b>\$1,797,623.00</b>

ATTACHMENT D  
DESCRIPTIVE LIST OF FIXED BUILDING EQUIPMENT THAT WILL BE PART OF  
THE REHABILITATION TO BE UNDERTAKEN

The present structures have no fixed building equipment that will remain as part of the rehabilitation to be undertaken. In general the following fixed building equipment is assumed included in the estimated construction costs noted above as new equipment.

- Heating Ventilation and Cooling systems
- Electrical service and meter
- Electrical distribution system
- Electrical lighting, phone, and data systems
- Natural Gas service and distribution system
- Counters and cabinetry (Built-in only)
- Plumbing fixtures and distribution system
- Kitchen equipment & built-in fixtures
- Bar counter and built-in equipment and fixtures

ATTACHMENT E  
TIME SCHEDULE FOR UNDERTAKING AND COMPLETING  
THE REHABILITATION OF THE FACILITY

Project Commencement: January 4, 2011

Anticipated Start of Construction: May 1, 2011

Controlling factors: (January 4 through April 30)

- Approval of this application
- Approval of the Brownfield plan (12.5%)
- Approval of non-certified historic credit (10%)
- Approval of DDA Façade & Site Improvement Grants
- Completion of construction Drawings
- Issuance of building permit

Anticipated Project Completion: February 1, 2012  
(6-8 months after construction commences)

ATTACHMENT F  
STATEMENT OF THE ECONOMIC ADVANTAGES EXPECTED  
FROM THE EXEMPTION

The following benefits will accrue because of granting the requested exemption:

1. Creation of 3-4 new full-time equivalent middle-income degreed positions.
2. Creation of 6-8 new part-time equivalent minimum wage non-degreed positions.
3. Creation of 20-30 new part-time, skilled trades' temporary construction drawings.
4. Increased household incomes from temporary and permanent job creation.
5. Expansion of economic influence for the Downtown/Central Business district within the Monroe Trade Area.
6. Satisfaction of specific goals and objectives found within the City of Monroe's Master and Downtown plans.
7. Provision of opportunity for increasing disposable income expenditures in the Monroe trade area.
8. Preserve a structure that will continue to generate tax revenue at a higher and better rate at the termination of this exemption.
9. Creation of 4 new income generating residential units.
10. Contributes to help offset the higher than normal renovation costs to redevelop an existing structure as opposed to development on a Greenfield site or newer building.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** First Amendment to the Brownfield Plan for Site No. 22– Eye Surgeons Associates 725 North Monroe Street

**DISCUSSION:**

The original Brownfield Plan for the Eye Surgeons Associates project, Site No. 22, was approved by City Council on August 17, 2009, allowing for tax increment financing for an estimated \$169,235 (including \$15,385 in contingency and \$20,000 for hazardous materials remediation) in costs related to demolition, site preparation and public infrastructure. No hazardous materials were discovered on the site, resulting in a total approved amount of \$149,235. These eligible activities were required as the owner demolished the existing office buildings and constructed new offices intended for medical use. Owned by Dr. Mohammad Peracha, the site is located at 725 North Monroe Street, Monroe, Michigan, parcel number 69-01146-000.

This proposed amendment, approved by the City of Monroe Brownfield Redevelopment Authority (BRA) on March 10, 2011 in a 4-3 vote, requests that the owner be reimbursed for additional project costs unanticipated at the time of the original plan approval. The majority of the added costs are related to the relocation of a sanitary sewer that had not been identified by the developer's engineers when the work plans were drafted. The additional costs also include the demolition and disposal of nearly 4,000 s.f. of 6" concrete found under the site's existing asphalt during site preparation. Finally, there were added expenses associated with a requirement of the Monroe County Drain Commission that the relocated storm sewer should be 48" in diameter rather than the originally planned 42" storm sewer. The total amount of the additional costs was \$62,862. This additional work was completed without the owner gaining approval of an amended work plan by the BRA or the Michigan Economic Growth Authority (MEGA). For a brownfield project to capture incremental property tax revenues, specifically state school taxes, BRA and MEGA pre-approval of the work plan is required. While all the appropriate approvals were achieved for the original work plan, the other necessary tasks were not incorporated into the plan until after the work was completed.

When reviewing the proposed amendments to the work plan, the BRA considered three funding levels- 1) Recommend none of additional expenses incurred by the owner be reimbursed, 2) Recommend only the portion (some) of the additional expenses that are typically covered with the local tax capture be reimbursed, or 3) Recommend that all of the additional expenses be covered by the local tax capture, understanding the fact that MEGA will not consider these requests after-the-fact, and the state school taxes cannot be captured for these expenses. A majority of the BRA members (4-3) voted to reimburse all the additional expenses out of the local tax capture. As a result, once the cost of activities in the original work plan have been reimbursed through tax increment revenues that include state school taxes, the reimbursement for the additional activities in this amendment will come only from local taxes (i.e. excluding state school taxes). Approving these additional costs will require the capture of a further \$62,862 and associated interest through tax increment revenues generated by local taxes. This will extend the tax increment capture from an estimated 9 years to an estimated 20 years.

If City Council concurs with the BRA recommendation, the action would be to approve the First Amendment to the Brownfield Plan for Site No. 22– Eye Surgeons Associates, 725 North Monroe Street, in the form of the attached resolution; following the public hearing. Alternatively, City Council could deny the proposed amendment or refer it back to the BRA with direction to review a specific aspect of the proposed amendment.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended
- Action at Council's Discretion

**APPROVAL DEADLINE:** March 21, 2011

**REASON FOR DEADLINE:** Timely commencement of project

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N/A

**INITIATED BY:** Property Owner

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Department of Economic and Community Development, Port of Monroe, Brownfield Redevelopment Authority, Owner

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$ 212,097*
	Cost of This Project Approval	\$ 62,862*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A**

\* Does not include interest

\*\* The property will not generate revenue until expenses related to eligible brownfield activities have been reimbursed through tax increment revenues

<b>SOURCE OF FUNDS:</b>	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>		
	Tax Increment Revenues		\$212,097

Budget Approval: 

**FACT SHEET PREPARED BY:** Matt Wallace, Planner

**DATE:** 3/11/11

**REVIEWED BY:** Dan Swallow, Director of Economic and Community Development

**DATE:** 3/11/11

**COUNCIL MEETING DATE:** March 21, 2011



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**RESOLUTION # 11-XXX**

**WHEREAS**, the Monroe City Council is authorized by the provisions of Act 381, Public Acts of Michigan, 1996, as amended (Act 381) to create a brownfield redevelopment authority, and on January 21, 1997, the Monroe City Council adopted a resolution to create such an authority; and

**WHEREAS**, on February 24, 2011 the City of Monroe Brownfield Redevelopment Authority adopted a First Amendment to the Brownfield Plan for parcel 69-01146-000, also known as Eye Surgeons Associates PC (Site No. 22); and

**WHEREAS**, the City of Monroe Brownfield Redevelopment Authority has submitted this First Amendment to the Brownfield Plan for Site No. 22 for review and approval by the Monroe City Council, and the Monroe City Council has conducted a public hearing on the matter as required by Act 381.

**NOW, THEREFORE BE IT RESOLVED THAT** the Monroe City Council finds that the First Amendment to the Brownfield Plan for Site No. 22 constitutes a public purpose under the following considerations:

1. The First Amendment to the Brownfield Plan for Site No. 22 meets the requirements of Section 13 of Act 381; an affidavit by a level 3 or level 4 assessor that states it is the assessor's expert opinion that the property is functionally obsolete. Functionally obsolete means that the property is unable to perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design or other similar factors that affect the property itself or the property's relationship with other surrounding property.
2. The costs of eligible activities for the First Amendment to the Brownfield Plan for Site No. 22 are reasonable and necessary to carry out the provisions of Act 381.

**BE IT FURTHER RESOLVED THAT** given the above findings, the Monroe City Council hereby approves the First Amendment to the Brownfield Plan for Site No. 22 for implementation by the City of Monroe Brownfield Redevelopment Authority.

**CITY OF MONROE**  
**BROWNFIELD REDEVELOPMENT AUTHORITY**

***BROWNFIELD PLAN***

***SITE NO. 22***

***FIRST AMENDMENT***

***EYE SURGEONS ASSOCIATES P.C.***

***THIS BRA PLAN FOR SITE NO. 22 FIRST AMENDMENT WAS APPROVED  
BY THE BRA BOARD ON FEBRUARY 24, 2011***

**February 18, 2011**

City of Monroe Brownfield Authority  
Office of the Port of Monroe  
2929 East Front Street  
Monroe, Michigan 48161-0585  
734-241-6480

# **CITY OF MONROE**

## **CITY COUNCIL**

Robert E. Clark, Mayor  
Brian P. Beneteau  
Christopher M. Bica  
Mary V. Conner  
Jeffrey A. Hensley  
Jeremy J. Molenda  
Edward Paisley

## **BROWNFIELD REDEVELOPMENT AUTHORITY BOARD**

Thomas A. Krzyston, Chairman  
Mark Laboe, Vice Chairman  
Dale H. Brose  
Donald Lieto  
Paul J. Livernois  
Rodney Welliver  
Robert E. Clark

## **ADMINISTRATION**

George A. Brown, City Manager  
Edward J. Sell, Director of Finance  
Sam Guich, City Assessor  
Patrick Lewis, Director of Engineering & Public Services  
Daniel E. Swallow, Director of Economic and Community Development  
Thomas P. Russow, General Counsel for BRA Board



**BROWNFIELD PLAN**

**SITE NO. 22**

**FIRST PLAN**

**Eye Surgeons Associates, P.C.  
Monroe, MI**

Act 381, PA 1996, Section 13(1)

**(a) A description of costs intended to be paid for with tax increment revenues.**

See attached Table 1 for a description of the costs intended to be paid for with tax increment revenues.

**(b) A brief summary of the eligible activities that are proposed for each eligible property.**

In order to support the rehabilitation and new-construction activities, the developer plans to (1) engage demolition of above-grade structures and surface improvements, and (2) relocate the Ives Drain to allow for construction of the new structure.

**(c) An estimate of the captured taxable value and tax increment revenues for each year of the plan from each parcel of eligible property and in aggregate.**

1	Initial Taxable Value - \$368,970
2	Taxable Value Estimated After Construction – \$719,464
3	Captured Taxable Value - \$350,494

The tax increment revenues will be determined by multiplying the captured taxable value by the amount of mills levied by the state and local taxing jurisdictions. The 24 mills of school taxes will be captured in accordance with any MDEQ or MEGA approvals. See Table 2 for an estimate of the tax increment revenues. All estimates of revenues and the allocations of those revenues are subject to amendments and adjustments based upon the actual amounts of the investment, millages, expenses, administrative costs, and other related economic variables.

**(d) The method by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality.**

The developer will advance the funds for the work to be performed as described in the Act 381 work plan and approved by the BRA Board and MDEQ or MEGA. The BRA Board and developer will negotiate a mutually satisfactory reimbursement agreement with the intent to provide for the reimbursement of the developer on an installment basis from the tax increment revenues captured from the project site for the cost of the completed eligible activities approved by the BRA board, MDEQ or MEGA with interest as approved by the BRA board.

**(e) The maximum amount of note or bonded indebtedness to be incurred, if any.**

The maximum amount of the indebtedness to be incurred in the form of a reimbursement agreement or other authorized indebtedness for purposes of this brownfield plan, exclusive of interest, is \$225,000. This brownfield plan may be amended to provide reimbursement for additional eligible activities that arise as a result of the execution of the work plan.

**(f) The duration of the brownfield plan for eligible activities on eligible property which shall not exceed 35 years following the date of the resolution approving the plan amendment related to a particular eligible property.**

The duration of the plan is estimated to be the number of years required to complete the reimbursement as discussed and may include up to five years of additional capture of tax increment revenues for the funding of the site remediation revolving fund, and the capture of local tax increment revenues for administrative expenses as permitted by law, or so long as the developer can qualify for eligible investment under Act 381 of 1996, as amended, whichever is longer; but in no event will the plan be longer than provided by law. See the attached tables for more information.

**(g) An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the property is located.**

The amount of taxes that will be captured from the eligible property that would otherwise be paid to the taxing jurisdictions can be determined by multiplying the captured taxable value by the number of mills levied by each taxing jurisdiction. See Table 4 for the estimated annual tax increment revenue related to each taxing jurisdiction.

**(h) A legal description of each parcel of eligible property to which the plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as part of the eligible property.**

Legal Description: See attached  
Tax Parcel ID No: 69-01146-000  
Common Address: 721 N Monroe St., Monroe, MI 48162

**MAPS:**

See attached maps and drawings.

Personal Property: Personal property is included as part of the eligible property.

The following characteristics present on the property qualify the property as an eligible property and a facility under Act 381: the subject property suffers a substantial loss in value due to a combination of physical deterioration and functional obsolescence. Relatively small spaces with deficient floor plans and placement of the subject structures on the subject site so as to disallow optimum utilization of the site cause the subject property to be functionally obsolete. See Affidavit of Monroe City Assessor attached to Act 381 work plan.

- (i) **An estimate of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced, if any.**

Section (i) is not applicable as no person resides on the eligible property.

- (j) **A plan for establishing priority for the relocation of persons displaced by implementation of the plan, if applicable.**

Section (j) is not applicable as no person resides on the eligible property.

- (k) **Provision for the costs of relocating persons displaced by implementation of the plan, and financial assistance and other reimbursement of expenses, if any.**

Section (k) is not applicable as no person resides on the eligible property.

- (l) **A strategy for compliance with the Michigan Relocation Assistance Act, if applicable.**

Section (l) is not applicable as no person resides on the eligible property.

- (m) **A description of proposed use of the local site remediation revolving fund.**

The local site remediation fund shall be used on other facilities found within the municipality that generally have insufficient captured taxable value to produce the necessary tax increment revenue to pay for the necessary eligible activities required to remediate or rehabilitate the site to the appropriate standards and prepare the site for construction and redevelopment.

**(n) Other material that the authority or governing body considers pertinent.**

The developer intends to demolish the existing structures and land improvements, and cause a new 7,000 square-foot medical office building to be constructed on the parcel. The project will include construction of the structure, finishing of interior spaces, parking, landscaping and other site improvements. The present plans show an estimated real and personal property investment of approximately \$2.2 million.

# **EXHIBITS**

## **EYE SURGEON ASSOCIATES**

**A. LEGAL DESCRIPTION & MAPS – 3 PAGES**

**B. MONROE CITY ASSESSOR AFFIDAVIT – 2 PAGES**

**721 NORTH MONROE  
LEGAL DESCRIPTION**

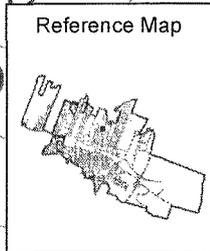
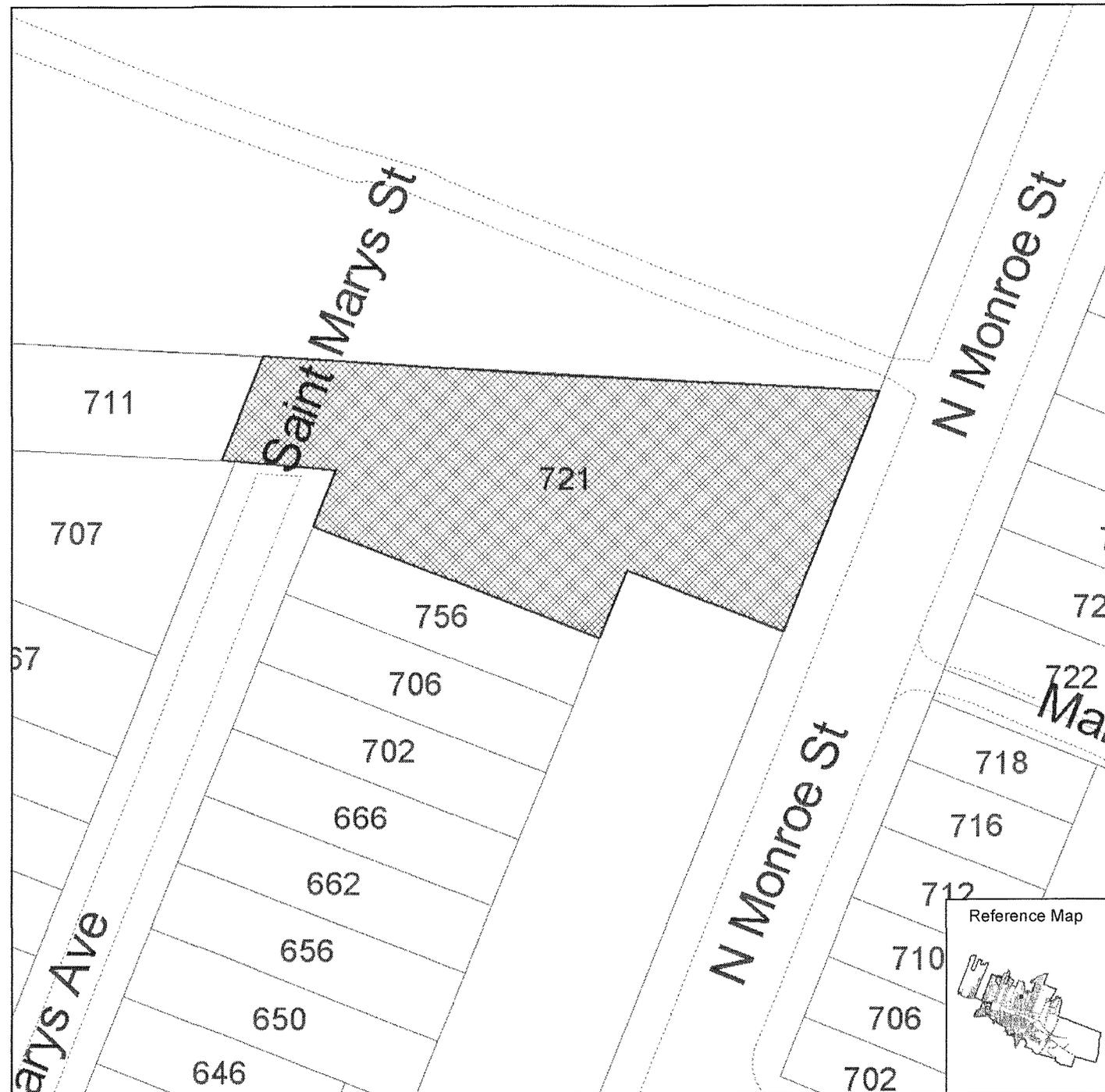
VERHOEVEN PLAT LOTS 82 AND 83 AND UNPLATTED LD DESC AS COMM AT  
NE CORNER LOT 83; VERHOEVEN PLAT; TH N 24D 15M E 70.00 FT; TH N 83D  
56M W 384.34 FT; TH S 24D 19M W 70.00 FT; TH S 83D 56M E 384.42 FT TO POB



City of Monroe  
CivicSight Map

MAP LEGEND:

-  EDGE OF PAVEMENT
-  CITY LIMITS
-  PARCELS



Map Scale: 1 inch = 93 feet  
 Map Date: 3/15/2011  
 Data Date: December 22, 2010



Sources: City of Monroe, River's Edge GIS, LLC.

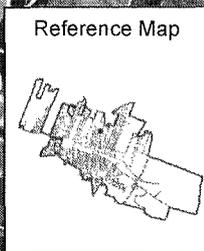
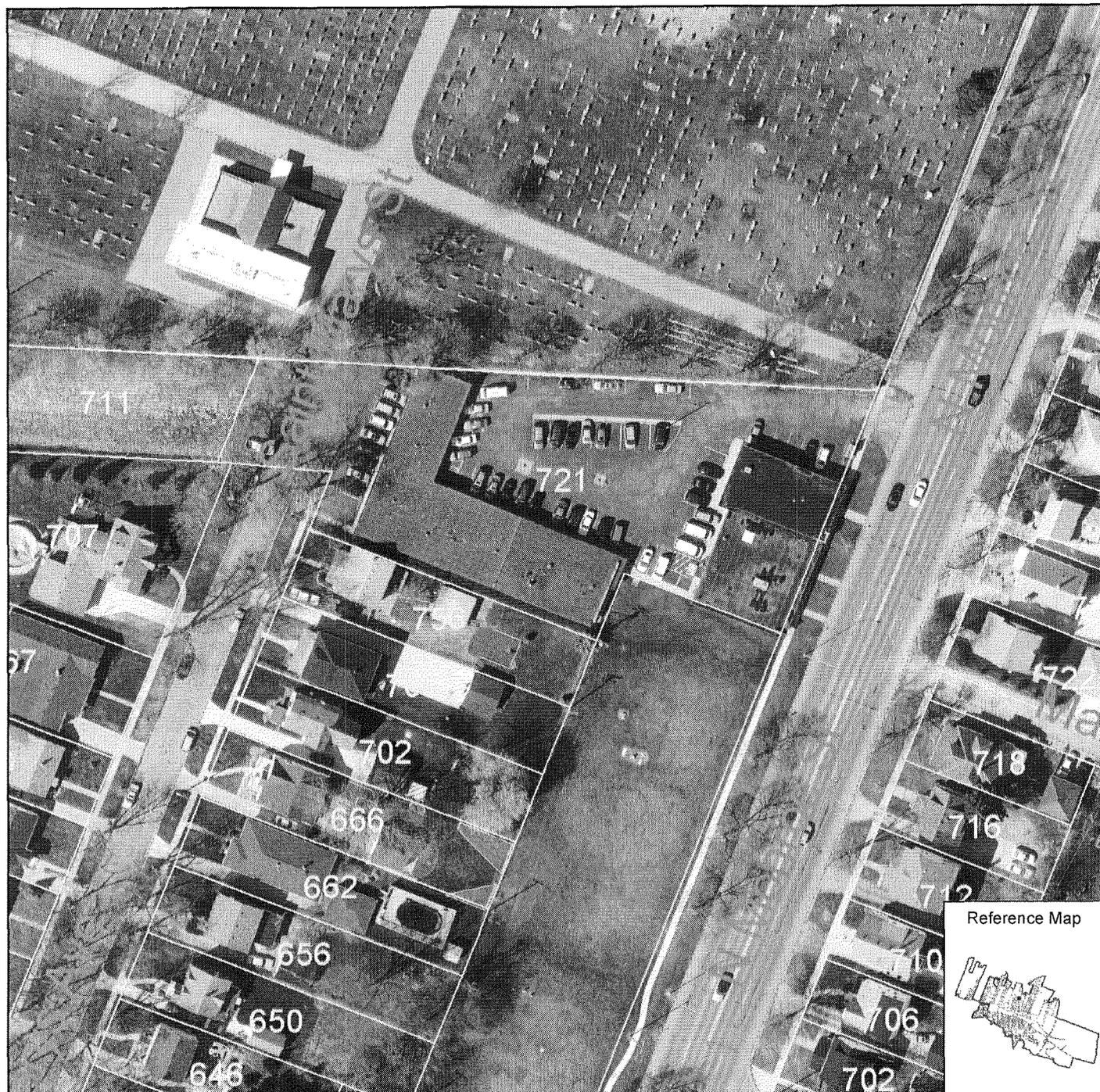
**Disclaimer:**  
 DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.



# City of Monroe CivicSight Map

## MAP LEGEND:

-  EDGE OF PAVEMENT
  -  CITY LIMITS
  -  PARCELS
- MONROE\_20 ORTHO (Image)



Map Scale: 1 inch = 93 feet  
Map Date: 3/15/2011  
Data Date: December 22, 2010



Sources: City of Monroe, River's Edge GIS, LLC.

Disclaimer:  
DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

# Reference # 2

## AFFIDAVIT OF SAM GUICH

State of Michigan     }  
                                  } ss  
County of Monroe     }

NOW COMES Sam Guich, affiant, and first being duly sworn, deposes and states as follows that:

1. I am the assessor for the City of Monroe, Michigan duly certified at Level 4 under the authority of the Michigan State Assessors Board, certificate number R-2422, expiration date December 31, 2009.
2. The subject parcel of this Affidavit is real property identified on the City of Monroe assessment roll as parcel number 58-55-69-01146-000, and commonly known as 721, 725, 729, 733, 743, 745, 749, 751, 753, 755, 757, and 759 North Monroe Street, Monroe, Michigan.
3. The subject property owner has applied for financing under the Michigan Brownfield Redevelopment Financing Act as an owner of functionally obsolete eligible property.
4. MCL (Michigan Compiled Laws) 125.2663(1)(h) provides for me in pertinent part to state in my expert opinion that the property is functionally obsolete and the underlying basis for that opinion.
5. MCL (Michigan Compiled Laws) 125.2652(r) defines functionally obsolete as meaning that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.
6. The two, one-story subject structures, built in 1955 and 1959 and consisting of 13,242 square feet of medical office spaces, are located on an approximately 1 acre site in the north-central portion of the City of Monroe along North Monroe Street, one of the major north-south running arteries traversing the city. The subject neighborhood may be considered to be in its stability stage based on the appearance of equilibrium with no marked gains or losses.
7. From an appraisal standpoint, the subject property suffers a substantial loss in value due to a combination of physical deterioration (including deferred maintenance), and functional obsolescence. Relative to MCL 125.2652(r), relatively small spaces with deficient floor plans and

placement of the subject structures on the subject site so as to disallow optimum utilization of the site, cause the subject property to be functionally obsolete.

FURTHER AFFIANT SAYETH NOT.

Date: March 6, 2009

Signed: Sam Guich  
Sam Guich, Assessor  
City of Monroe

On this 6<sup>th</sup> day of March, 2009, before me, a Notary Public, personally appeared Sam Guich, known to be the person whose name is subscribed, and he acknowledges that the contents herein are true of his own knowledge and belief except as to those matters stated to be upon information and belief, which matters he believes to be true.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Andrea McGarry  
Notary Public  
Monroe County, Michigan, acting in  
Monroe County, Michigan  
My commission expires: 12/29/11

ANDREA MC GARRY  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MONROE  
My Commission Expires December 29, 2011  
Acting in the County of Monroe

CITY OF MONROE  
 BROWNFIELD REDEVELOPMENT AUTHORITY  
 SITE NO. 22  
 FIRST BROWNFIELD PLAN  
 EYE SURGEONS ASSOCIATES, P.C.

TABLE 1 DESCRIPTION OF THE ESTIMATED COSTS AND LIST OF ELIGIBLE ACTIVITIES

<u>Demolition</u>	Actual	MEGA	Contingency	Total
Demolition and backfill of existing structures	37,300	37,300		37300
Removal and backfill existing storm sewer	<u>12,235</u>	<u>12,235</u>		<u>12235</u>
<i>Subtotal</i>	49,535	49,535		49535
<u>Site Preparation</u>				
Removal of concrete slabs, curbs, and sidewalks	3,550	3,550		3550
Removal of asphalt pavement	12,950	12,950		12950
Hazardous material abatement				
<b>Remove 6" Concrete Under Asphalt Pavement</b>	<u>3,975</u>	<u>-</u>	<u>3975</u>	<u>3975</u>
<i>Subtotal</i>	20,475	16,500	3,975	20475
<u>Public Infrastructure</u>				
Connection of new storm to existing manhole	2,775	2,775		2775
Installation of 42" storm sewer	51,950	51,950		51950
<b>Increase 42" storm sewer to 48"</b>	<b>3,528</b>		3528	3528
<b>Increase 4 storm sewer manholes to 84"</b>	<b>4,400</b>		4400	4400
<b>Install additional 48" storm sewer</b>	<b>4,046</b>		3482	4046
<b>Remove and backfill of 12" storm sewer - St. Marys Avenue</b>	<b>3,800</b>			3800
Installation of pre-cast catch basin	11,100	11,100		11100
Installation of 42" flared end section	1,440	1,440		1440
Installation of trash gate for 42" storm sewer	550	550		550
<b>Install 2 new 48" sanitary sewer manholes</b>	<b>3,400</b>			3400
<b>Remove and backfill 12" sanitary sewer</b>	<b>23,914</b>			23914
<b>Install 12" sanitary sewer</b>	<b>26,384</b>			26384
<b>Additional engineering and site staking</b>	<u>4,800</u>	<u>-</u>	<u>-</u>	<u>4800</u>
<i>Subtotal</i>	142,087	67,815	11,410	142087
Contingency	15,385		15,385	
SUBTOTAL	212,097	133,850		212,097
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITY COSTS	212,097			

CITY OF MONROE  
 BROWNFIELD REDEVELOPMENT AUTHORITY  
 SITE NO. 22  
 FIRST BROWNFIELD PLAN  
 EYE SURGEONS ASSOCIATES, P.C.

TABLE 2 ESTIMATED TAX INCREMENT REVENUES

Note: These tables assume that construction will be complete and personal property installed by December 31, 2010. The intent of the plan is to capture all of the tax increment revenues from the real and personal property until the approved costs have been reimbursed plus five years for revolving fund.

**REAL PROPERTY**

Estimated true cash value of real property after construction				1,438,928
Estimated taxable value after construction				719,464
Initial Taxable Value				368,970
Captured Taxable Value				350,494
<u>Millages</u>	<u>2008</u>	Cnty Senior	0.0005000	
City	0.0155490	Library	0.0010000	
LETC	0.0006199	ISD	0.0047541	Combined W & S less SET and LSO
SET	0.0060000	B&S	0.0009985	0.0303961
<u>County Op</u>	<u>0.0047952</u>	LSO	0.0180000	
SUMMER	0.0269641	<u>College</u>	<u>0.0021794</u>	COMBINED W & S
		WINTER	0.0274320	0.0543961

Tax Day	Year taxes due	Captured TV	TIR	SET/LSO TIR	Local TIR
2010	2011	350,494	19,066	8,412	10,654
2011	2012	350,844	19,085	8,420	10,664
2012	2013	351,195	19,104	8,429	10,675
2013	2014	351,547	19,123	8,437	10,686
2014	2015	351,898	19,142	8,446	10,696
2015	2016	352,250	19,161	8,454	10,707
2016	2017	352,602	19,180	8,462	10,718
2017	2018	352,955	19,199	8,471	10,728
2018	2019	353,308	10,739	-	10,739
2019	2020	353,661	10,750	-	10,750
2020	2021	354,015	10,761	-	10,761
2021	2022	354,369	10,771	-	10,771
2022	2023	354,723	10,782	-	10,782
2023	2024	355,078	10,793	-	10,793
2024	2025	355,433	10,804	-	10,804
2025	2026	355,788	10,815	-	10,815
2026	2027	356,144	10,825	-	10,825
2027	2028	356,500	10,836	-	10,836
2028	2029	356,857	10,847	-	10,847
2029	2030	357,214	907	-	907
			272,690	67,531	205,159

CITY OF MONROE  
 BROWNFIELD REDEVELOPMENT AUTHORITY  
 SITE NO. 22  
 FIRST BROWNFIELD PLAN  
 EYE SURGEONS ASSOCIATES, P.C.

TABLE 2 ESTIMATED TAX INCREMENT REVENUES CONTINUED

**PERSONAL PROPERTY**

<u>Millages</u>	<u>2008</u>	Cnty Senior	0.0005000	300,000	New PP Costs
City	0.0155490	Library	0.0010000	12,190	Initial TV
LETC	0.0006199	ISD	0.0047541		
SET	0.0060000	B&S	0.0009985		Winter-Summer Combined less SET and LSO
<u>County Op</u>	<u>0.0047952</u>	LSO*	0.0060000		0.0303961
SUMMER	0.0269641	<u>College</u>	<u>0.0021794</u>		Winter-Summer Combined
		WINTER	0.0154320		0.0423961

Tax Day	Year Taxes	Estimated	STC	Estimated	Taxable	Captured		SET/LSO	Local
Dec. 31	Due	PP Cost	Multiplier	MV	value	TV	TIR	TIR	TIR
2010	2011	300,000	0.89	267,000	133,500	121,310	5,143	1,456	3,687
2011	2012	300,000	0.76	228,000	114,000	101,810	4,316	1,222	3,095
2012	2013	300,000	0.67	201,000	100,500	88,310	3,744	1,060	2,684
2013	2014	300,000	0.60	180,000	90,000	77,810	3,299	934	2,365
2014	2015	300,000	0.54	162,000	81,000	68,810	2,917	826	2,092
2015	2016	300,000	0.49	147,000	73,500	61,310	2,599	736	1,864
2016	2017	300,000	0.45	135,000	67,500	55,310	2,345	664	1,681
2017	2018	300,000	0.42	126,000	63,000	50,810	2,154	610	1,544
2018	2019	300,000	0.38	114,000	57,000	44,810	1,362	-	1,362
2019	2020	300,000	0.36	108,000	54,000	41,810	1,271	-	1,271
2020	2021	300,000	0.33	99,000	49,500	37,310	1,134	-	1,134
2021	2022	300,000	0.31	93,000	46,500	34,310	1,043	-	1,043
2022	2023	300,000	0.29	87,000	43,500	31,310	952	-	952
2023	2024	300,000	0.28	84,000	42,000	29,810	906	-	906
2024	2025	300,000	0.23	69,000	34,500	22,310	678	-	678
2025	2026	300,000	0.23	69,000	34,500	22,310	678	-	678
2026	2027	300,000	0.23	69,000	34,500	22,310	678	-	678
2027	2028	300,000	0.23	69,000	34,500	22,310	678	-	678
2028	2029	300,000	0.23	69,000	34,500	22,310	678	-	678
2029	2030	300,000	0.23	69,000	34,500	22,310	57	-	57
							36,633	7,506	29,127

Note: The Michigan Business Tax legislative package exempted 12 mills of the 18 mills of the local school operating millage for a net of 6 mills.

This table also assumes that no new personal property will be purchased during the period of capture, which is not likely but difficult to project.

CITY OF MONROE  
 BROWNFIELD REDEVELOPMENT AUTHORITY  
 SITE NO. 22  
 FIRST BROWNFIELD PLAN  
 EYE SURGEONS ASSOCIATES, P.C.

TABLE 3 PROPOSED DISTRIBUTION OF TAX INCREMENT REVENUES

Estimated amount to be reimbursed 212,097  
 Interest rate to accrue as of 4-1-2011 5%

Note: Tax increment revenues received from the taxes that are due in the summer and winter of 2011 will be scheduled to be disbursed on or about April 1 of 2012 and each year thereafter for the balance of the capture period.

Year taxes due	Year of Pmt	Real TIR	Personal TIR	Combined TIR	Interest	Principal	Balance	
							212,097	
2011	2012	19,066	5,143	24,209	10,605	13,604	198,493	
2012	2013	19,085	4,316	23,401	9,925	13,476	185,017	
2013	2014	19,104	3,744	22,848	9,251	13,597	171,420	
2014	2015	19,123	3,299	22,422	8,571	13,851	157,570	
2015	2016	19,142	2,917	22,059	7,878	14,181	143,389	
2016	2017	19,161	2,599	21,760	7,169	14,591	128,798	
2017	2018	19,180	2,345	21,525	6,440	15,085	113,713	
2018	2019	19,199	2,154	21,354	5,686	15,668	98,045	Recap: 97,226 Interest
2019	2020	10,739	1,362	12,101	4,902	7,199	90,846	212,097 Principal
2020	2021	10,750	1,271	12,021	4,542	7,478	83,368	- Revolving Fund
2021	2022	10,761	1,134	11,895	4,168	7,726	75,641	- School Tax Capture Refund
2022	2023	10,771	1,043	11,814	3,782	8,032	67,609	
2023	2024	10,782	952	11,734	3,380	8,353	59,255	309,323 Net TIR
2024	2025	10,793	906	11,699	2,963	8,736	50,519	
2025	2026	10,804	678	11,482	2,526	8,956	41,563	
2026	2027	10,815	678	11,493	2,078	9,415	32,149	
2027	2028	10,825	678	11,504	1,607	9,896	22,252	
2028	2029	10,836	678	11,514	1,113	10,402	11,851	
2029	2030	10,847	678	11,525	593	10,933	918	
2030	2031	907	57	964	46	918	-	
		272,690	36,633	309,323	97,226	212,097		

CITY OF MONROE  
 BROWNFIELD REDEVELOPMENT AUTHORITY  
 SITE NO. 22  
 FIRST BROWNFIELD PLAN  
 EYE SURGEONS ASSOCIATES, P.C.

TABLE 4 PROPOSED ESTIMATED ANNUAL TAX INCREMENT REVENUE RELATED TO EACH TAXING JURISDICTION

Year	Combined Taxes Due	R & P TV	Cominbed R & P LSO Per .006										Total
			City 0.0155490	LETC 0.0006199	SET 0.0060000	Cnty Op 0.0047952	Cnty Sen 0.0005000	Lib 0.0010000	ISD 0.0047541	B&S 0.0009985	LSO Real .018 0.0180000	College 0.0021794	
2011	471,804	7,336	292	2,831	2,262	236	472	2,243	471	7,037	1,028	24,209	
2012	452,654	7,038	281	2,716	2,171	226	453	2,152	452	6,926	987	23,401	
2013	439,505	6,834	272	2,637	2,108	220	440	2,089	439	6,851	958	22,848	
2014	429,357	6,676	266	2,576	2,059	215	429	2,041	429	6,795	936	22,422	
2015	420,708	6,542	261	2,524	2,017	210	421	2,000	420	6,747	917	22,059	
2016	413,560	6,430	256	2,481	1,983	207	414	1,966	413	6,708	901	21,760	
2017	407,912	6,343	253	2,447	1,956	204	408	1,939	407	6,679	889	21,525	
2018	403,765	6,278	250	2,423	1,936	202	404	1,920	403	6,658	880	21,354	
2019	398,118	6,190	247	-	1,909	199	398	1,893	398	-	868	12,101	
2020	395,471	6,149	245	-	1,896	198	395	1,880	395	-	862	12,021	
2021	391,325	6,085	243	-	1,876	196	391	1,860	391	-	853	11,895	
2022	388,679	6,044	241	-	1,864	194	389	1,848	388	-	847	11,814	
2023	386,033	6,002	239	-	1,851	193	386	1,835	385	-	841	11,734	
2024	384,888	5,985	239	-	1,846	192	385	1,830	384	-	839	11,699	
2025	377,743	5,874	234	-	1,811	189	378	1,796	377	-	823	11,482	
2026	378,098	5,879	234	-	1,813	189	378	1,798	378	-	824	11,493	
2027	378,454	5,885	235	-	1,815	189	378	1,799	378	-	825	11,504	
2028	378,810	5,890	235	-	1,816	189	379	1,801	378	-	826	11,514	
2029	379,167	5,896	235	-	1,818	190	379	1,803	379	-	826	11,525	
2030	379,524	493	20	-	152	16	32	151	32	-	69	964	
		119,848	4,778		20,636	36,960	3,854	7,708	36,643	7,696	54,401	16,798	309,323

Captured Taxable Value is the sum of the CTV for real and personal property derived from the tables above.

Year	Real TV	Personal TV	LSO Real	LSO Personal	Combined	SET Real	SET Personal	Combined
			0.0180000	0.0060000	R and P	0.0060000	0.0060000	R and P
2011	350,494	121,310	6,309	728	7,037	2,103	728	2,831
2012	350,844	101,810	6,315	611	6,926	2,105	611	2,716
2013	351,195	88,310	6,322	530	6,851	2,107	530	2,637
2014	351,547	77,810	6,328	467	6,795	2,109	467	2,576
2015	351,898	68,810	6,334	413	6,747	2,111	413	2,524
2016	352,250	61,310	6,340	368	6,708	2,113	368	2,481
2017	352,602	55,310	6,347	332	6,679	2,116	332	2,447
2018	352,955	50,810	6,353	305	6,658	2,118	305	2,423
			50,648	3,753	54,401	16,883	3,753	20,636



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Approval of the Brownfield Plan for Site No. 23 – 78-84 West Front Street

**DISCUSSION:**

The City of Monroe Brownfield Redevelopment Authority was approached by the property owner of 78-84 West Front Street to develop a Brownfield Plan for the property with the intent of redeveloping the site and building. The Brownfield Plan for the facility is designated as Site No. 23, 78-84 West Front Street, Monroe, Michigan, parcel number 29-00441-000. The current owner of the property, JDK, LLC, has proposed a major restoration of the property at an estimated cost of \$1,563,150.00 with a 15% contingency, bringing the total probable investment to \$1,797,623.00.

The current building has been determined to be functionally obsolete and blighted, and will require extensive repairs and upgrades in order to function as planned. Current plans for the site are to rehabilitate all three floors of the existing structure. Once work is complete, the first floor is expected to function as commercial space, most likely a bar and restaurant. The second and third floors will be renovated to include six residential units, four units on the second floor and two units on the third floor. Each floor of the renovated building will have balconies in the rear and access to a new elevator. There are also expected to be improvements to the parcel's rear lot. Until this Brownfield Plan is approved, the proposed development cannot commence.

Following a review of the site, building conditions, and proposed investment, the Brownfield Plan was unanimously approved by the Brownfield Redevelopment Authority on March 10, 2011. The owner of the facility is not requesting tax increment financing or reimbursement for the activities to be undertaken. Therefore, there is no direct property tax implication for the City in approving the proposed Brownfield Plan. The advantage of seeking approval for the Brownfield Plan is for the owner to qualify for an Act 36 Michigan Business Tax Brownfield credit. The property owner has separately applied for an Obsolete Property Rehabilitation Act (OPRA) tax exemption for the property.

The Brownfield Redevelopment Authority distributed notice of the public hearing to the affected taxing jurisdictions and a general public hearing notices were published in the March 9 and 16 editions of the Monroe Evening News. The purpose of the public hearing and notice are to allow the opportunity for any affected party to be heard on this matter. No comments had been received at the time of preparation of this fact sheet.

**IT IS RECOMMENDED** that City Council approve the Brownfield Plan for Site No. 23, 78-84 West Front Street, in the form of the attached resolution, following the public hearing.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** March 21, 2011

**REASON FOR DEADLINE:** Timely commencement of project

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N/A

**INITIATED BY:** Property Owner

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Department of Economic and Community Development, Port of Monroe, Brownfield Redevelopment Authority, Downtown Development Authority, Downtown community

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$ NA
	Cost of This Project Approval	\$ NA
	Related Annual Operating Cost	\$ NA
	Increased Revenue Expected/Year	\$ NA / 2023*

\* The property owner has applied for an Obsolete Property Rehabilitation Certificate and therefore will not generate new tax revenues until that certificate has expired.

<b>SOURCE OF FUNDS:</b>	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>		
	JDK, LLC		\$1,797,623.00

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Matt Wallace, Planner

**DATE:** 3/10/11

**REVIEWED BY:** Dan Swallow, Director of Economic and Community Development

**DATE:** 3/10/11

**COUNCIL MEETING DATE:** March 21, 2011

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**RESOLUTION # 11-XXX**

**WHEREAS**, the Monroe City Council is authorized by the provisions of Act 381, Public Acts of Michigan, 1996, as amended (Act 381) to create a brownfield redevelopment authority, and on January 21, 1997, the Monroe City Council adopted a resolution to create such an authority; and

**WHEREAS**, on March 10, 2011 the City of Monroe Brownfield Redevelopment Authority adopted a Brownfield Plan for parcel 58-55-29-00441-000, also known as JDK, LLC (Site No. 23); and

**WHEREAS**, the City of Monroe Brownfield Redevelopment Authority has submitted this Brownfield Plan for Site No. 23 for review and approval by the Monroe City Council, and the Monroe City Council has conducted a public hearing on the matter as required by Act 381.

**NOW, THEREFORE BE IT RESOLVED THAT** the Monroe City Council finds that the Brownfield Plan for Site No. 23 constitutes a public purpose under the following considerations:

1. The Brownfield Plan for Site No. 23 meets the requirements of Section 13 of Act 381; an affidavit signed by a level 3 or level 4 assessor that states it is the assessor's expert opinion that the property is functionally obsolete. Functionally obsolete means that the property is unable to perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design or other similar factors that affect the property itself or the property's relationship with other surrounding property.
2. The costs of eligible activities for the Brownfield Plan for Site No. 23 are reasonable and necessary to carry out the provisions of Act 381.

**BE IT FURTHER RESOLVED THAT** given the above findings, the Monroe City Council hereby approves the Brownfield Plan for Site No. 23 for implementation by the City of Monroe Brownfield Redevelopment Authority.

CITY OF MONROE  
BROWNFIELD REDEVELOPMENT AUTHORITY

***BROWNFIELD PLAN***

**SITE NO. 23**

**JDK, LLC**

78-84 West Front Street  
Monroe, Michigan 48161

March 4, 2011

THIS BRA PLAN FOR SITE NO. 23 WAS APPROVED BY THE  
BRA BOARD ON March 10, 2011

THIS BRA PLAN FOR SITE NO. 23 WAS APPROVED BY THE  
MONROE CITY COUNCIL ON \_\_\_\_\_

City of Monroe Brownfield Redevelopment Authority  
Office of the Port of Monroe  
2929 East Front Street  
Monroe, Michigan 48161-0585  
734-241-6480

# **CITY OF MONROE**

## **CITY COUNCIL**

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Christopher M. Bica  
Mary V. Conner  
Jeffrey A. Hensley  
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Mark Laboe, Vice Chairman  
Dale H. Brose  
Robert E. Clark  
Donald Lieto  
Paul J. Livernois  
Rodney Welliver

## **ADMINISTRATION**

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Edward J. Sell, Director of Finance  
Sam Guich, City Assessor  
Patrick Lewis, Director of Engineering & Public Services  
Daniel E. Swallow, AICP, Director of Economic & Community Development  
Matthew Wallace, Brownfield Planner  
Thomas P. Russow, General Counsel for BRA Board



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## 1. INTRODUCTION AND PURPOSE

The owner, JDK, LLC will undertake the substantial rehabilitation of a multi-level downtown structure built in 1873. The intent of the project is to turn a historic downtown Monroe building into a mixed-use structure that is both appropriate and desired in the Central Business District. This project is expected to create a commercial destination and six market-rate residential units, and in doing so promote a number of downtown development goals established by the City of Monroe. These goals include job creation, commercial investment and the establishment of an urban environment downtown.

The purpose of this plan, to be implemented by the Authority, is to satisfy the requirements for a Brownfield Plan as specified in Act 381 of the Public Acts of the State of Michigan of 1996, as amended, MCL 125.2651 et. seq., which is known as the "Brownfield Redevelopment Financing Act." Terms used in this document are as defined in Act 381. This Plan will not capture any tax increment revenues nor pay for any costs eligible under Act 381. The reason for this is that the project is pending approval for an Obsolete Property Rehabilitation Certificate pursuant to Public Act 146 of 2000, as amended and all real property improvements will be exempted from property tax. Therefore, if the pending application is approved, no increased taxes are projected to be available for capture. Additionally, the property is located within the Downtown Development Authority District, which currently captures all tax increment. The Property is included in this Plan to enable "qualified taxpayers" to apply for a credit against their Michigan business tax liability for "eligible investments", as defined by Section 437(32) of Michigan Business Tax Act.

## 2. ELIGIBLE PROPERTY INFORMATION

**Address:** 78-84 West Front Street, Monroe, MI 48161  
**Tax Parcel ID:** 58-55-29-00441-000  
**Total Acreage:** 0.42 acres

This property is located in downtown Monroe, within the Old Village Plan Historic District, which is in the nationally registered historic district. The property currently contains four (4) addresses, 78, 80, 82, 84 West Front Street, reflecting the building's first floor being divided into two tenants and the upper stories being independent addresses when they were occupied. The upper floors of the building have been vacant for several decades and have become extremely dilapidated due to lack of maintenance, deterioration and subsequent removal of all the mechanical, plumbing and electrical systems, and exposure to the elements. The first floor is only partially occupied and is in extremely poor condition due to the age of the building and lack of periodic improvements. The building has full access to both utilities and public infrastructure, but these services will need to be replaced or upgraded within the structure as part of the renovation.

### **3. PROPOSED REDEVELOPMENT**

This rehabilitation will include improvements to both of the building's facades as well as renovation of the interior. The front (south) façade's repairs and improvements will be done in such a way that re-creates the building's original exterior appearance. The rear (north) façade's reconstruction will involve replacing the existing doors and windows, constructing balconies on the second and third floors, a deck for the restaurant/bar on the first floor, and an elevator to meet accessibility standards.

The interior renovation will consist of adding two (2) market-rate rental units on the third floor (approximately 1,460 square feet each), four (4) market-rate rental units on the second floor (approximately 725 square feet each), and a refurbished commercial space on the first floor. The first floor space of the building is currently used as a bar that makes use of only half the building's at-grade square footage. It is expected that the renovation will allow commercial use of the entire first floor, most likely in the form of a bar and restaurant. At every level, the building will meet current accessibility and building codes.

The project is anticipated to require more than \$1.7 million in private investment and is expected to create three (3) or four (4) full-time equivalent middle-income degreed positions, six (6) to eight (8) part-time equivalent minimum wage non-degreed positions, and twenty (20) to thirty (30) new part-time, temporary skilled-trade construction jobs. The project also will meet a number of city goals set for the downtown area, including the creation of a 24-hour urban living environment by adding a mixed use property that offers entertainment options and increases market rate rental units available downtown. The project also offers a significant improvement in the aesthetic value of downtown as it will be rehabilitating both the front and rear facades of a signature downtown building located both at the terminus of a downtown street and along the riverfront.

To assist in the substantial costs of undertaking this project, the owner is seeking a 15% Brownfield Michigan Business Tax credit on eligible expenses.

### **4. BROWNFIELD CONDITIONS**

The property is currently used as commercial space on half of the first floor. The remainder of the building is either vacant or underutilized as unimproved storage space. Access to the upper floors is limited to a single stairway which will need to be improved or replaced. The second and third floors are vacant without any mechanical, plumbing or electrical systems. As part of the renovation all new HVAC equipment, plumbing, and wiring will need to be installed starting with the service connections to the utility providers. The interior finishes have deteriorated to the point where the plaster has fallen off the ceiling and walls, and all the woodwork has either been removed or is in poor condition. All of the interior finishes on the upper floors will need to be replaced including flooring, wall surfaces, doors and windows, trim, hardware, and fixtures. Due to the age of the building, it is likely that the remaining plaster contains asbestos or other hazardous materials. The trim and other painted surfaces are also likely to be contaminated with lead based paint. Therefore, as part of the demolition and renovation, asbestos and lead remediation activities will be required. Relative to MCL 125.2782(f), the property can be classified as functionally obsolete due to deficient floor plans, lack of accessibility, and the need for installation or replacement of the building's plumbing, wiring, and HVAC.

**5. BROWNFIELD PLAN ELEMENTS (as specified in Section 13(1) of Act 381)**

**A. Description of Costs to Be Paid for With Tax Increment Revenues**

This project will not be generating tax increment revenue.

**B. Summary of Eligible Activities**

While this project will include activities eligible for reimbursement through tax increment revenue capture, such as hazardous materials surveys and abatement, it will not be capturing tax increment revenue. This is due to the project's location within a Downtown Development Authority that uses tax increment revenue capture to fund downtown projects and activities as well as the project making use of the State of Michigan's Obsolete Property Rehabilitation tax exemption.

**C. Estimate of Captured Taxable Value and Tax Increment Revenues**

This project will not be making use of tax increment revenues.

**D. Method of Financing and Description of Advances by the Municipality**

The project will not be making use of tax increment revenues and therefore will not require a method of financing or advances from the municipality or Authority.

**E. Maximum Amount of Note or Bonded Indebtedness**

Since the project is not using tax increment revenues, neither the City of Monroe nor its Brownfield Redevelopment Authority will incur debt for this project.

**F. Duration of Brownfield Plan**

The duration of the brownfield plan will not exceed two years. It will be initiated upon approval of the City of Monroe City Council and will conclude upon the project's completion, no later than December 31, 2012.

**G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions**

Since no tax increment revenues will be captured for this project, there will be no impact on the taxing jurisdictions as a result of this brownfield plan.

## **H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property**

**1. Legal Description:** COMM AT A PT 47.63 FT N 27D 07.6M W AND 375.75 FT N 77D 17.2M W FR INT CL S MONROE ST WI CL W FRONT ST; TH N 12D 52M 96S E 168.70 FT; TH N 77D 17.2M W 68.00 FT; TH S 13D 22M W 58.19 FT; TH S 80D 35M E 22.69 FT; TH S 9D 31M W 110.57 FT; TH S 77D 17.2M E 46.82 FT TO POB BEING PART OF PRIVATE CLAIM 425

**2. Type of Facility:** Functionally Obsolete

A scaled map of the property is included below as part of Exhibit A, and a Statement of Obsolescence categorizing the property as functionally obsolete has been provided by the City of Monroe's City Assessor (Exhibit B). No personal property is included in this plan.

### **I. Estimates of Residents and Displacement of Families**

The subject property's sole current use is commercial. Therefore, there will be no displacement of residents or families as a result of the planned activities.

### **J. Plan for Relocation of Displaced Persons**

No plan for the relocation of displaced persons is required, as no residents will be displaced.

### **K. Provisions for Relocation Costs**

Provision for the costs of relocating persons displaced by implementation of the plan will not be required as no residents will be displaced.

### **L. Strategy for Compliance with Michigan's Relocation Assistance Law**

A strategy for compliance with 1972 PA 227, MCL 213.321 to 213.332 is not required since the project will not required the displacement of any residents.

### **M. Description of Proposed Use of Local Site Remediation Revolving Fund**

This project will not generate tax increment revenue to contribute to the Local Site Remediation Revolving Fund and will also not require assistance through the Fund.

### **N. Other Material that the Authority or Governing Body Considers Pertinent**

#### **1. Brownfield Michigan Business Tax (MBT) Credit**

The Property is included in this Plan to enable "qualified taxpayers" to apply for a credit against their Michigan business tax liability for "eligible

investments”, as defined by Section 437(32) of Michigan Business Tax Act, incurred on the Property after the adoption of this Plan, but no earlier than 90 days from the date of a pre-approval letter from the MEGA. By approval of this Plan, the Authority and the City neither intend to make nor have made representations to a developer or any other person of the availability, amount or value of any credit under the Michigan Business Tax Act or that adoption of this Plan will qualify or entitle a developer or any other person to apply for or receive pre-approval or approval of any credit under the Michigan Business Tax Act for the Property. The Authority and the City also assume no obligation to take any action or to modify or amend this Plan to facilitate or to allow any person to receive pre-approval or approval of any credit under the Michigan Business Tax Act for the Property.

## EXHIBITS

- A. Legal Description and Map of the Eligible Property Described in Sections 2 and 5 (H) of this Plan
  
- B. Affidavit Signed by Level 3 or 4 Assessor Stating Eligible Property is Functionally Obsolete

# EXHIBITS

## JKD, LLC

A. Legal Description & Maps – 3 pages

B. Monroe City Assessor Affidavit – 1 page

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.				
WEST FRONT DEVELOPMENT, L	JDK LLC	150,000	11/23/2010	WD	WARRANTY DEED	2010R21608	AFFIDAVIT	100.0				
NEWSTAR ENERGY USA, INC	WEST FRONT DEVELOPMENT, L	0	10/29/1998	WD	WARRANTY DEED	1788-0486	SELLER	100.0				
CITY OF MONROE	NEWSTAR ENERGY USA, INC	48,000	01/20/1998	WD	WARRANTY DEED	1650-0539	SELLER	100.0				
RICHARDVILLE, STEVEN & DI	CITY OF MONROE	0	01/06/1998	QC	QUIT CLAIM	1645-0143	SELLER	0.0				
Property Address		Class: 201 I		Zoning: CBD (		Building Permit(s)		Date	Number	Status		
78 W FRONT ST		School: 01 MONROE PUBLIC SCHOOLS		COM OR INDUST ALTERATION		03/24/1998		98-0221	FINAL			
Owner's Name/Address		P.R.E. 0%		MAP #: REST(BAR)/RETAIL/WARE/45		2011 Est TCV 124,134 TCV/TFA: 0.00						
JDK LLC C/O KENYON S CALENDER 862 WILL CARLETON RD CARLETON MI 48117		X Improved		Vacant		Land Value Estimates for Land Table 00102.102 CBD NON-OFFICE						
Taxpayer's Name/Address		Public Improvements		* Factors *								
JDK LLC C/O KENYON S CALENDER 862 WILL CARLETON RD CARLETON MI 48117		Dirt Road		Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
		Gravel Road		'B' FRONTAGE	46.82	168.71	1.0000	1.0000	0	100		0
		X Paved Road		DOWNTOWN CBD W FRONT	22.69	58.19	1.0000	1.0000	0	100		0
		X Storm Sewer		9219 SqFt		6.33		100		58,356		
		X Sidewalk		70 Actual Front Feet, 0.42 Total Acres		Total Est. Land Value =		58,356				
		X Water		Agricultural Local Cost Land Improvements								
		X Sewer		Description	Rate	CountyMult.	Size	%Good	Cash Value			
		X Electric		CAMA03	0.00	1.00	1.0	87	0			
		X Gas		CAMA04	0.00	1.00	1.0	87	0			
		X Curb										
		X Street Lights										
		X Standard Utilities										
		X Underground Utils.										
Tax Description		Topography of Site										
COMM AT A PT 47.63 FT N 27D 07.6M W AND 375.75 FT N 77D 17.2M W FR INT CL S MONROE ST WI CL W FRONT ST; TH N 12D 52M 96S E 168.70 FT; TH N 77D 17.2M W 68.00 FT; TH S 13D 22M W 58.19 FT; TH S 80D 35M E 22.69 FT; TH S 9D 31M W 110.57 FT; TH S 77D 17.2M E 46.82 FT TO POB BEING PART OF PRIVATE CLAIM 425		X Level										
Comments/Influences		Rolling										
DEED TO STATE 05/04/93. ASSESSED UNDER MCL 211.181. REFER TO PARCEL NO. LU-02-01-D.		Low										
		High										
		X Landscaped										
		Swamp										
		Wooded										
		Pond										
		Waterfront										
		Ravine										
		Wetland										
		Flood Plain										
		X A-SLOPES TO BAC		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value		
		Who	When	What	2011	29,180	32,890	62,070		62,070S		
		FAH 05/14/1996 INSPECTED		2010	29,960	34,000	63,960			47,880C		
		DD 06/17/1996 DATA ENTER		2009	32,040	36,340	68,380			48,030C		
				2008	32,040	36,340	68,380			46,010C		
The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Monroe, County of Monroe												

\*\*\* Information herein deemed reliable but not guaranteed\*\*\*



City of Monroe  
Parcel Map for 78-84

PARCEL INFORMATION:

PIN - 29-00441-000  
Owner Info:  
Name 1 - JDK LLC  
Name 2 -  
Owner Address - 862 WILL CARLETON RD  
Owner CSZ - CARLETON, MI 48117  
Site Address - 78 W FRONT ST

MAP LEGEND:

- // EDGE OF PAVEMENT
- CITY LIMITS
- PARCELS



Legal Description: COMM AT A PT 47.63 FT N 27D 07.6M W AND 375.75 FT N 77D 17.2M W FR INT CL S MONROE ST WI CL W FRONT ST; TH N 12D 52M 96S E 168.70 FT; TH N 77D 17.2M W 68.00 FT; TH S 13D 22M W 58.19 FT; TH S 80D 35M E 22.69 FT; TH S 9D 31M W 110.57 FT; TH S 77D 17.2M E 46.82 FT TO POB BEING PART OF PRIVATE

Copyright © 2010 River's Edge GIS, LLC.

Reference Map



Map Scale: 1 inch = 57 feet  
Map Date: 3/04/2011  
Data Date: December 22, 2010



Sources: City of Monroe, River's Edge GIS, LLC.

Disclaimer: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.



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City of Monroe  
CivicSight Map

MAP LEGEND:

- ▤ EDGE OF PAVEMENT
- CITY LIMITS
- ▭ PARCELS
- MONROE\_20 ORTHO (Image)

Reference Map



Map Scale: 1 inch = 57 feet  
 Map Date: 3/04/2011  
 Data Date: December 22, 2010



Sources: City of Monroe, River's Edge GIS, LLC.

**Disclaimer:**  
 DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City does not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.



# CITY OF MONROE

Office of City Assessor

## OBSOLESCENCE STATEMENT FROM ASSESSOR

(for Obsolete Properties Tax property as required by Michigan State Tax Commission policy)

Parcel code number: 29-00441-000      Property address: 78, 80, 84 West Front Street

MCL (Michigan Compiled Laws) 125.2782(h)(iii) defines obsolete property as being commercial property or commercial housing property which is functionally obsolete. MCL 125.2782(f), which incorporates by reference MCL 125.2652(r), defines functionally obsolete as meaning the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

The subject structure, built in 1873 and consisting of 1,846 square feet bar/restaurant space and 1,491 square feet vacant retail-type space (currently storage) on the first floor, and 6,674 square feet storage space on the second and third floors, is located in the City of Monroe central business district. The subject neighborhood may be considered to be entering its revitalization stage based on significant renovations and rehabilitations costing from tens of thousands to hundreds of thousands of dollars on a number of structures until the last three to four years due to difficult economic conditions in Michigan as well as nationwide.

From an appraisal standpoint, the 138 year old subject structure suffers a substantial loss in value due to varying degrees of physical deterioration, functional obsolescence, and locational obsolescence. Relative to MCL 125.2782(f), deficient floor plans and accessibility, plumbing, wiring, and HVAC, as well as typically missing windows coupled with prolonged vacancy, cause the second and third floors and vacant portion of the first floor of the subject structure to be functionally obsolete.

Signed: Sam Guich  
Sam Guich, Assessor,  
City of Monroe

Dated: 2-9-11



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: CONTRACT FOR SERVICES FOR THE 10<sup>TH</sup> ANNUAL RIVER RAISIN JAZZ FESTIVAL BETWEEN THE CITY OF MONROE AND MONROE COUNTY CONVENTION AND TOURISM BUREAU**

**DISCUSSION:** The City received a request from the Monroe County Convention & Tourism Bureau (MCCTB) for permission to hold the annual River Raisin Jazz Festival. Specifically the request is to use St. Mary's Park on August 11 - 14, 2011 for the 10<sup>th</sup> Annual River Raisin Jazz Festival and to close Elm Avenue from Borgess Avenue to North Monroe Street.

Attached please find a list of requests/services from the MCCTB for this year's Jazz Festival along with their request for the City to help sponsor the event. Specifically the request is to close Elm Avenue from Borgess Avenue to North Monroe Street, MCCTB use and control of the parking spots in St. Mary's parking lot, police security in Park from Friday – Sunday, clean-up of city park, install fencing around the restricted viewing area, install flags and banners, signage to parking, provide bleachers, etc. and any other touch up or clean up as necessary to make the park area presentable.

The request was reviewed by the administrative staff and there were no objections to the request subject to final inspection required on the day of set up and periodically during the event for the safety of all involved by City Staff and the Fire Chief, emergency vehicle access being maintained, provide certificate of insurance naming city as additional insured for the duration of the event; \$1.0 million minimum liability coverage, and that another meeting is held prior to the event with city staff and the Tourism Bureau to finalize details.

The City of Monroe proposes to enter into an agreement with the MCCTB for payment of money for services to be performed for the 2011 River Raisin Jazz Festival. The \$2,500 cash payment will be made from Community Promotion Account Number 101 05 101 880.000.

The contribution the City makes towards the success of the River Raisin Jazz Festival is actually much larger than the \$2,500 cash payment associated with this contract for services agreement. The City's considerable participation in this event also includes an array of in-kind support services, some of which include significant additional City expenses. An example of just some of the in-kind expenditures or services the City of Monroe makes includes but is not limited to: wage overtime expenses for police officers and Department of Public Services personnel, banners, signs and sign placement throughout area, rental of canopies, site preparation and cleanup, equipment usage charges, and staff event planning, logistics, and support time. With furnishing of these support services, the City's total cash and incremental extra costs totals over \$12,000. In an effort to help address the City's financial challenges, the MCCTB has agreed to make other arrangements for the financing needed to provide portable toilets, hand-wash stations and trash and dumpster containers and disposal. In comparison to previous Festivals, this will reduce City funding by about \$2,500.

Therefore, it is recommended, that City Council approve the request contingent upon passage of the 2011 budget and inclusion of the funding for the event, items being met as outlined by the administration, as well as the signing of this contractual services agreement between the City and the Monroe County Convention and Tourism Bureau for the production of the 2011 River Raisin Jazz Festival, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:**

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**       For       Against

**REASON AGAINST:**

**INITIATED BY:**

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Fire, Police, DPS, Recreation, and Manager

**FINANCES**

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$2,500
Cost of This Project Approval	\$2,500
Related Annual Operating Cost	\$N/A
Increased Revenue Expected/Year	\$N/A

**SOURCE OF FUNDS:**

City

Account Number

Amount

101-05.101-880.000  
(Community Promotion Fund)

\$2,500.00

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** City Manager's Office

**DATE:** 3/8/11

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** 3/21/11

**CITY OF MONROE  
TEMPORARY USES, SALES, BUILDINGS;  
SEASONAL OR SPECIAL EVENTS  
APPLICATION**

Name of Applicant (Organization): Monroe County Tourism Bureau

Contact Person: John Pastora

Address: 103 W. Front St Monroe

Phone: 734-457-1030 Fax: 734-457-1097

Dates Requested: August 11-14, 2011

Location Requested:  City Park  Private Property  Public Property

PROJECT LOCATION (Address): St. Mary's Park

**PROPERTY OWNER INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**EVENT DESCRIPTION:**

10th Anniversary Live Live Jazz Festival  
including all of the previous uses  
Setup to Tear Down - August 11-14, 2011

TYPE OF BUSINESS ON SITE: Musical Festival

Application Fee \$ 150.00

\$20.00 wk \$

Total Fee \$

*\* Please Waive Fees*

**SIGNATURES** (I/we hereby apply for a temporary use/special event permit in accordance with Section 12.69.25 of the City of Monroe Zoning Ordinance. The information, plans and materials submitted herewith in support of this application are, to the best of my/our knowledge, true and correct):

OWNER: [Signature]

DATE: 8-25-10

APPLICANT: [Signature]

DATE: **RECEIVED**

AUG 27 2010

CITY MANAGER'S OFFICE

### Contract for Services

#### 2011 10<sup>th</sup> Anniversary River Raisin Jazz Festival

This agreement is made the 25<sup>th</sup> Day of September, 2010 between the City of Monroe (hereinafter referred to as City) and the Monroe County Convention and Tourism Bureau (hereinafter referred to as Bureau) for services to be performed within the City.

The City agrees to contract with the Bureau to conduct and provide services related to the 2011 River Raisin Jazz Festival to be held in St. Mary's Park.

The City agrees to pay the Bureau for these services in an amount not to exceed \$2,500.00 for an itemized list of expenses. (Sound Equipment, lighting, other reinforcement equipment not to exceed \$2,500.00)

The City and the Bureau agree that the amount paid by the City will not exceed that retained from the monies budgeted for the 2011 Jazz Festival regardless of the actual cost to the Bureau to perform the services contracted called for in this agreement.

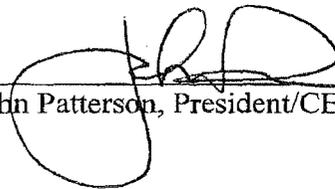
The City contracts for these services under MCL 117.4k in that the monies paid to the Bureau are for the purpose of producing the 2011 Jazz Festival and that the monies are for promoting civic, artistic and cultural activities and are therefore in the public interest.

City of Monroe

By \_\_\_\_\_  
Robert Clark, Mayor

By \_\_\_\_\_  
Charles Evans, Clerk

Monroe County Convention and Tourism Bureau

By \_\_\_\_\_  
  
John Patterson, President/CEO

OFFICE USE ONLY

Invoice # \_\_\_\_\_

Date Paid \_\_\_\_\_

Initials \_\_\_\_\_

R \_\_\_\_\_ NR \_\_\_\_\_

**MONROE RECREATION DEPARTMENT**  
 120 East First Street, Monroe, MI 48161  
 384-9156  
 FAX: 734-384-9108 TDD: 734-243-2338



RECREATION FACILITY USE PERMIT

DATE OF APPLICATION: 8.25.10

Note: This application is for use of open space and facilities located within city park boundaries only and may be subject to approval by the Monroe City Council. Permission for public assembly and/or use of other public property (i.e. monument, boulevard, street, alley, parking lot, sidewalk, right of way, historical marker) must be requested in writing to the Monroe City Council at least four weeks prior to date of proposed event/activity to allow for review.

THE CITY OF MONROE RESERVES THE RIGHT TO GRANT OR CANCEL PERMITS AT ANYTIME. PLEASE NOTIFY MONROE PARKS AND RECREATION IF YOU NO LONGER WISH TO USE FACILITY RESERVED. GROUPS MUST VACATE THE FACILITY BY THE END OF THE TIME STATED ON PERMIT.

This permit is governed by the Park Use Policy Rules and Regulations (Enforcement: Under City Ordinance #95-017)

PRESS FIRMLY - TYPE OR PRINT CLEARLY

PARK ST. MARY'S Circle one: Shelter Bandshell Other: \_\_\_\_\_

Purpose Riverfront Jazz Festival Number of People 50,000 +

Date of Activity Aug 12-14, 2010 Time: 12:00 am pm to 12:00 am / pm

Person Applying John Patten

Home Address 101 W. Ford St

City Monroe State MI Zip 48114

Day Phone 734.457.1030 Eve: \_\_\_\_\_

Organization Monroe County Council & Tour Bus

Organization Address 103 W. Ford St

City Monroe State MI Zip 48114

Day Phone 734.457.1030 Eve: \_\_\_\_\_

I certify that I am at least 18 years of age and an authorized representative of the agency/group making application for use of park facilities. I accept full responsibility for the orderly conduct of the persons who attend the function and for any damage to park property and assume all responsibilities for damage to persons who are part of the group and hold the City of Monroe harmless in the event any injury claim or judgement is filed against said city.

Fee/Deposit: \_\_\_\_\_ Print Applicant's Name: John Patten

Drivers Lic. # P 362 428 730 630 Applicant's Signature: [Signature]

- WHITE copy to Applicant
- YELLOW copy to Police Department
- PINK copy to DPS
- GOLD copy to Recreation Department

Given copy of Park Rules: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
 Recreation Department Approval

## **River Raisin Jazz Festival Written Description John Patterson's Cell Phone is 457.1030**

First, this is the 10<sup>th</sup> Anniversary River Raisin Jazz Festival. We have enjoyed, thanks to our partners and supporters...and the thousands of fans who have blessed us with their attendance at our quaint little park on the river, tremendous success.

I am thoughtful again this year of how to make this event the most beneficial to our business community and community at large. I believe that putting on our best game face is the way to do that. This will give all a sense of pride and encourage them doing the same.

### **THIS IS MONROE MICHIGAN'S LARGEST AND MOST SUCCESSFUL EVENT BRINGING TREMENDOUS NOTARITY AND ECONOMIC IMPACT.**

I have outlined here the things we have enjoyed and appreciated support from the City of Monroe over the past (9) nine years.

- Close Elm Ave. from Borgess Ave. to N. Monroe St. and allow one way traffic OUT of St. Mary's Parking lot only.
- VIP Parking in spots along the River Bank in St. Mary's Parking lot. Cones with VIP Parking only.
- Electricity for the Bandshell/Stage and VIP area.
- Security in park on Saturday night to protect equipment, would like help on Friday and Sunday also...due to the VIP tents for major sponsors AND the furnishings inside them and possible early sound load in and set up.
- General park clean-up and spruce-up, trim trees and shrubs, pull weeds in traffic areas, etc. Further river bank clean up if possible. Install cedar drift fencing around VIP area. (for the fourth year, I have personally cleaned the river bank and sprayed with Round Up. This significantly reduced the necessary clean up Pre-festival)
- Fence in the entire VIP area...with drift fence and posts that I purchased and DPS stores for us...I have flag roping that can be used as well.
- Flowers for on and around stage and populated areas (*will be donated by Fourstar Greenhouse again this year as sponsorship for the festival*)
- **DOWNTOWN CLEAN UP. SIDEWALKS, CURB AND STEET SWEEPING. VERY BAD SHAPE...ESPECIALLY FROM BIRD DROPPINGS, WEEDS IN SIDEWALK AND CURB CRACKS.**
- Flags and STREET banners up ASAP. . so folks can see the fanfare AND EXCITEMENT for the week.
- Directional signage to parking, to the park from I-75 along Elm Ave. etc.
- COULD WE FIX OR TURN ON THE LIGHTS ON THE MARTIN LUTHER KING FOOTBRIDGE!! THIS IS AN EXCEPTIONAL SITE IN THE EVENINGS.
- Bleachers on Elm Ave. in the wings so that the view from the school is not blocked.
- Porta-potties in areas as in all previous years

- Dumpster for garbage pick up and disposal
- Additional garbage cans in the park... and Downtown this year for second stage.
- DMBN has purchased sandwich boards to assist in promoting their businesses and let people know where they are... as well as inform about the FREE shuttle, etc.
- We have produced a 2<sup>nd</sup> edition dining brochure of all Downtown restaurants/cafes/pubs/etc. to assist in driving people into the Downtown.
- The LET system is providing a shuttle from St. Mary's Park to Downtown. Picking up at the base of the footbridge and dropping at E. Front and Washington.
- Hope to offer carriage rides this weekend as well.
- Any other touch up, clean up, spruce up... to put our best face on. This is our **Super Bowl**... and it comes once per year!
- Make sure we are as beautiful as possible for this weekend. We have the last night of our Jazz Series on Thursday August 11, the last night of Jazz in the Square on Friday August 12 and the festival the 13<sup>th</sup> and 14<sup>th</sup>... Four Days In a Row of Live Music in our Music City. Let's make it the best year ever.

Monroe County Convention & Tourism Bureau  
10<sup>th</sup> Anniversary River Raisin Jazz Festival  
VIP Tent & Sound Equipment Tents "Plan"  
For St. Mary's Park Downtown Monroe

VIP Tent will be set up as has been done for the previous 9 years. It is used exclusively for sponsors and their guests, artists and production staff members and their families. It provides shelter from sun, sprinkles and a pleasant area for entertaining guests, staff, customers, artists, etc. in appreciation for their financial contributions in funding the FREE festival that is a great source of economic impact, promotes and is a point of pride for our entire community. With over 50,000 people attending per year, it is Monroe's single largest event each year.

Tent will house ONLY cold water, pop, refreshments, cold prepared food and delivered food items from the SMCC Food Court.

La-Z-Boy will furnish the tent with chairs, tables, etc. There will be lawn style folding chairs for guests, lighting provided by the tent company and decorations consisting of flowers, banners, etc.

There will be NO cooking in the tent.

The tent will have ONE (1) side covered facing St. Mary's Parking Lot.

There will be a drift fence around the tent, with an opening at the North End available for emergency use and a continuous opening at the South End for VIP guests. A Security person will be there to manage guests.

\*The framed tent will run 100 ft. North, along the East Fence of St. Mary's Park from the North side of the existing park shelter to approx. 20 feet short of the sidewalk at W. Elm Ave.

A 20' x 20' tent will be erected at the West side of the Bandshell to protect sound equipment. A 20' x 10' tent will be erected on the East side for shelter for artists. A 10' x 10' tent will be erected in the middle of the park approx. 60 feet in front of the Bandshell to shelter and protect front of house instrumentation and sound reinforcement staff.

\*See drawing and photo attached.

10' x 20' Sound Reinforced Tent

10' x 10' Sound Reinforced Tent

Bandshell

10' x 20' APRIL Hillberg Tent

- Fence for VIP SEATING -

opening in Fence

VIP TENTS

100' ft

20' ft

Bus Pick-up Drop-off

St. Mary's Parking Lot

Bladder

Bladder

OPEN TO ST. MARY'S PARKING LOT ONLY

EXIT ONLY

**River Raisin Jazz Festival Highlights**  
**From the Monroe County Convention & Tourism Bureau**

- 50,000 + Visitors to Monroe (2/3 from out of town...  
i.e. Detroit, Downriver, Ann Arbor, Toledo, as well as  
Phoenix, AZ...Denver, CO...Tennessee, Kentucky, Ohio,  
New York, Pennsylvania, Florida, South Carolina, Virginia,  
throughout Michigan)
- 8 years strong\* One of the most established and respected  
festivals in the Great Lakes region.
- "Largest, Fastest Growing & Best FREE Jazz Festival in the  
Region" Alexander Zonjic.
- Michigan State University reports the following Economic  
Impact of Events in Michigan (expenditures per person):

Local Citizen \$56.00

Out of Town Visitor \$65.00

Out of Town involving Hotel Stay \$125.00

Avg. \$82.00

**Using half that figure or only \$41.00 per person, we  
estimate The Economic Impact of The River Raisin  
Jazz Festival is \$2 million.**

- Downtown Restaurants & Shops report this is their best  
weekend of the year. (Several restaurants have reported  
running out of food several times during the weekend. Me &  
Mrs. Jones did their Grand Opening three years ago during  
the Jazz Festival and ran out of merchandise the 2<sup>nd</sup> day)
- SMCC nets \$15,000.00 – 20,000.00 + profit for their school  
programs from concession sales. Reputation as "Best Festival  
Food in the industry".
- National, Regional, Statewide publicity for Festival,  
Sponsors, Community. (T-shirts have been seen at numerous  
festivals, stores in the U.P. & Canada, Stories in national  
news and magazines, Photos on National Cable TV i.e. Ken  
Navarro, Nelson Rangell, etc.)

- Have hosted the Biggest names in the Jazz genre. (Chuck Mangione, Peter White, Spyro Gyra, Earl Klugh, Rick Braun, Richard Elliot, Chris Botti, Ray Parker Jr, The Rippingtons, etc.)
- Extremely Efficient & Effective. We do this with a VERY small budget and one and ½ staff.

# Memorandum

**To:** Thomas C. Moore III, Chief of Police  
**From:** Lt. Gregory N. Morgel  
**CC:** Patricia Weaver, file  
**Date:** September 23, 2010  
**Re:** **Staff Study – 2011 “River Raisin Jazz Festival”**

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The Monroe County Convention & Tourism Bureau has petitioned the City of Monroe to use St. Mary's Park and the connected parking lot on, August 13 & 14 (Saturday & Sunday) 2011, for the tenth annual “River Raisin Jazz Festival.” The Jazz Festival is scheduled from 12:00 pm – 10:00 pm, both days.

As usual I will coordinate with DPS to make certain that they place the necessary barricades to close West Elm Avenue between North Monroe Street & Godfroy Avenue and erect temporary handicap spaces in St. Mary's Parking Lot. DPS will also provide a “Lot Full” sign to place at the park entrance that reduces bottlenecks in the lot. Last year, I requested that they remove the rims from the basketball hoops, to help reduce the number of teens gathering after dark playing ball on the semi-secluded courts. There have been numerous minor skirmishes in that area the previous years. DPS not only removed the hoops but also placed picnic tables on the court and made it a designated grill area. This worked well and I recommend the same for the 2011 event as well as the below listed suggestions.

## **Suggestions to improve the 2011 event:**

1. Continue this year's practice of removing the basketball rims from the ball court and placing picnic tables on the court.
2. Continue this year's placement of the speed trailer on Godfroy Street as there were numerous reports of speeders in the area last year. None were received this year.
3. Continue the practice of extra handicap spaces along the north side of St. Mary's Parking Lot.
4. Assign the VIP and band members some type of passes that can be displayed in their parked vehicles and mark the reserved area with signs that indicate “VIP Parking Only.”

There were approximately 30,000 plus visitors to St. Mary's Park last year over the two day event. This was the largest amount of people at the event in its nine year history. This was most likely due to the headliner on Sunday night, David Sanborn, and the sunny warm temperatures on both days.

Despite the large crowds there have been relatively few incidents requiring police intervention. This is no doubt due in part to the officers assigned to the event.

Assigned officers have provided vehicular & pedestrian traffic control, responded to rescue calls, handled minor incidents, enforced park ordinances, provided a valuable P.R. benefit and prevented untold number of other incidents. The crowd, although generally very well behaved, is confined to a relatively small area, and the potential for a rapidly escalating large disturbance should not be ruled out.

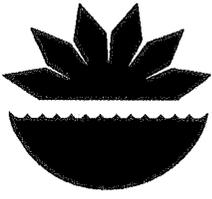
Last year was the third year a plainclothes detective was utilized for the event. They were primarily there to videotape any problems with street preachers due to recent intelligence that the preachers were planning to disrupt the festival. They also reported to the supervisor various information gathered throughout the day on potential fights, alcohol consumption, etc, that a uniformed officer may not have noticed. I believe this practice should be continued this year due to the growing crowds and the unique ability of an undercover officer being able to observe illegal activity that may not occur when a uniform officer is in the immediate vicinity. The hours of this position could probably be reduced from 12:00 pm -10:00 pm each day to 4:00 pm-10:00 pm each day to coincide with the peak crowds.

I recommend the same amount of officers for the 2011 event as from the previous year; four officers (one plainclothes) and one supervisor each day, with staggered coverage to coincide with peak crowd hours (see recommended staffing listed below). The below listed staffing is the minimum that I would recommend. The estimated cost for such is listed below. This amount does not include overnight security. For the past two years, the police department has not handled this detail because Mr. Patterson advised he would arrange to have it internally. I have noticed that this year, Mr. Patterson has requested overnight security on not only Saturday night, but on Friday and Sunday nights, as well. I would recommend that Mr. Patterson continue to handle the overnight security detail privately. The costs to the police department would be more than \$320.00 per night (eight hour shift) if staffed by a police officer. The total of overnight security for three nights would total over \$970.00 (and would increase the costs to the Monroe Police Department to \$4,270.16).

Supervisor for each day, 12:00 pm-10:00 pm @ \$50.96/hr for 20 hrs.	=	\$1019.20
One officer for each day, 12:00 pm -10:00 pm @ \$40.49/hr for 20 hrs.	=	\$809.80
One plain clothes officer, 4:00 pm -10:00 pm @ 40.49/hr for 12 hrs.	=	\$497.64
Two additional officers, each night, 4:00 pm-10:00 pm @\$40.49/hr for 24 hrs.	=	\$971.76
Total estimated cost		<b>\$3298.40</b>

Note: The above rate includes .65 cent shift premium. It is calculated at top corporal rate for the officers assigned and top lieutenant pay for the supervisor. Actual rates may be slightly different due to unknown rank of officers yet to volunteer. The total cost to the Monroe Police Department for the 2010 "River Raisin Jazz Fest was **\$3,683.89**, because the plainclothes officers worked 10 hours each day instead of six hours per day as recommended by Sgt. Mohrbach.

As always, I am available for any questions, comments, or concerns you may have.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: REQUEST FROM THE MONROE COUNTY CONVENTION AND TOURISM BUREAU FOR PERMISSION TO DISPLAY THREE OVERHEAD BANNERS ANNOUNCING THE 10<sup>TH</sup> ANNUAL RIVER RAISIN JAZZ FESTIVAL ON AUGUST 14-15, 2010**

**DISCUSSION:** The City received a request from the Monroe County Convention & Tourism Bureau for permission to display three banners across East Front Street, West First Street and Monroe Street from August 1 - 14, 2011, announcing the 10<sup>th</sup> Annual River Raisin Jazz Festival on August 12 - 14, 2011.

The request has been sent to the various departments for their review. The Engineering Department has indicated that the date and locations are available and has no objections. After Council approval, advance notification will be sent to MDOT.

**Manager:** The City Manager recommends approval of this request.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:**

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**

For

Against

**REASON AGAINST:**

**INITIATED BY:**

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:**

## **FINANCES**

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project \$

Cost of This Project Approval \$

Related Annual Operating Cost \$

Increased Revenue Expected/Year \$

**SOURCE OF FUNDS:**

City

Account Number

Amount

\$  
\$  
\$  
\$  
\$

Other Funds

\$  
\$  
\$  
\$

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** City Manager's Office

**DATE:** 3/4/11

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** 3/21/11



RIVER RAISIN JAZZ Festival Aug 12-14

ITZ

RECEIVED

MAR 21 2011

CITY MANAGERS OFFICE



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: REQUEST FROM THE MONROE COUNTY CONVENTION AND TOURISM BUREAU FOR PERMISSION TO DISPLAY THREE OVERHEAD BANNERS ANNOUNCING THE 13<sup>TH</sup> ANNUAL CUSTER WEEK ON OCTOBER 3 - 9, 2011**

**DISCUSSION:** The City received a request from the Monroe County Convention & Tourism Bureau for permission to display three banners across East Front Street, West First Street and Monroe Street from September 19 – October 9, 2011, announcing Custer Week on October 3-9, 2011.

The request has been sent to the various departments for their review. The Engineering Department has indicated that the date and locations are available and has no objections. After Council approval, advance notification will be sent to MDOT.

**Manager:** The City Manager recommends approval of this request.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:**

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**

For

Against

**REASON AGAINST:**

**INITIATED BY:**

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:**

## **FINANCES**

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project \$

Cost of This Project Approval \$

Related Annual Operating Cost \$

Increased Revenue Expected/Year \$

**SOURCE OF FUNDS:**

City

Account Number

Amount

\$  
\$  
\$  
\$  
\$  
\$  
\$  
\$  
\$

Other Funds

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** City Manager's Office

**DATE:** 3/4/11

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** 3/21/11



### CITY OF MONROE, MICHIGAN BANNER APPLICATION

Name of Applicant John Patterson  
 Name of Organization Monroe County Council's 5<sup>th</sup> Annual Busca  
 Applicant's Affiliation with Organization President / CEO  
 Applicant's Home Address 103 W. Front St.  
 Mailing Address (if different) \_\_\_\_\_  
 Day Phone 734-457-1030 Evening Phone 734-457-1098

→ \* 13th Annual Custer Week \*

Type of Banner o **Overhead Banner (\$150)**  
 Overhead Banner Locations: (List as 1 for first choice, 2 for second...)  
 E. Front St.      Dates Requested Sept. 19 - Oct. 9  
 W. First St.  
 Monroe St.

Type of Banner o **Vertical Pole Banner (\$25/banner)**  
 Vertical Pole Banner Locations: (List the total number of banners to be displayed and choice of placement location.)      Dates Requested \_\_\_\_\_  
 No. of Banners: \_\_\_\_\_ Monroe St. (42)      o Spring (March-May)  
                                  \_\_\_\_\_ Elm Ave. (8)      o Summer (June-Aug.)  
                                  \_\_\_\_\_ First St. (8)      o Fall (Sept.-Nov.)  
                                  \_\_\_\_\_ Macomb St. (8)      o Winter (Dec.-Feb.)

Company Fabricating Banners: FLAGS SALES & SERVICE

Please provide a sketch complete with banner specifications and message to be displayed for City Council Review. Applications will be accepted up to eleven (11) months in advance and no later than four (4) weeks prior to proposed installation date.

On behalf of the organization listed above, I, as applicant, hereby acknowledge receipt of the Banner Policy of the City of Monroe.  
 Applicant covenants and agrees to hold harmless from, indemnify and defend the City, its agents, officers and employees against all suits, demands, claims, judgments, liens, cost of repair or replacement of any damaged poles or electrical equipment, costs, attorney fees and expenses which may arise out of, result from or be caused by Applicant's banner installation.  
 Applicant covenants and agrees to strictly comply with all terms and conditions of the Banner Policy, and further understands and agrees that the City Council, in its sole and absolute discretion, may approve, deny or set any conditions or limitations on any banner(s) which may be approved, or may at any time alter, amend, modify, rescind or revoke any approval, all without recourse or remedy by the Applicant, or liability of the City.

Applicant

Date 8.25.10 **SEP 14 2010**

**RECEIVED**

**MAYOR'S OFFICE**

13th Annual  
**CLUSTER WEEK**



**RECEIVED**

MAR 29 2011

CITY MANAGERS OFFICE



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** CUSTER AIRPORT DRAINAGE IMPROVEMENTS – DESIGN FUNDING CONTRACT WITH MDOT

**DISCUSSION:** The City of Monroe owns and maintains Monroe Custer Airport, which is considered a General Aviation airport by the Michigan Department of Transportation (MDOT). As such, in the Federal Aviation bill, we are entitled to \$150,000 per year in capital grant monies, which can be used on a capital project as delineated in our annual plan submitted to MDOT. In 2010, we utilized 2007-2010 banked funds to completely resurface the top three (3) inches of the runway. The next major need as identified in our long-range plan is correction of various minor drainage issues on the airfield, and we believe that this year's entitlement funding, combined with a small amount of discretionary funding from MDOT, will be sufficient to complete the work in 2011. As with most of our airport projects, we utilize the skills of a specialized consultant, Reynolds, Smith, and Hills, to perform design and construction management on our behalf, and we have been very satisfied with their performance over the past six (6) years. As such, we have asked them to prepare a proposal for design services for the above project, and this proposal has been accepted by MDOT as reasonable.

The next step in the approval process is the acceptance of a funding contract between the City of Monroe and MDOT. Attached to this fact sheet is a resolution delineating the terms of the agreement, and the actual agreement itself. The primary language of the agreement is standard for MDOT Aeronautics contracts, and all of these are required if the City of Monroe is to accept Federal monies for this project. Exhibit 1 illustrates the funding breakdown for this agreement, and like recent contracts, the City is responsible for only 2.5% of the project costs. In this case, for the design the City of Monroe is responsible for only \$438 out of an expected expense of \$17,500. As you are likely aware, the Port of Monroe has been given jurisdictional responsibility for most airport matters by the City Council, but MDOT still considers the City of Monroe to be the "Sponsor" as the municipality is the land owner of the airport, so the City Council must still execute this agreement. It was reviewed by the Port Commission and approved at their March 16 meeting, as is the typical process for agreements of this type.

**IT IS RECOMMENDED** that the attached resolution be approved, and that the City share of the costs be appropriated as detailed in the financial information detail below. **IT IS FURTHER RECOMMENDED** that the Mayor, Clerk-Treasurer, and / or Director of Engineering and Public Services be authorized to execute any other necessary agreements to carry out the above on behalf of the City of Monroe.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** All agreements must be in place before design can commence.

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering and Public Services Department, Port of Monroe, airport users at large.

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$260,000*
	Cost of This Project Approval	\$438**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

\*Total project cost includes construction, to be authorized in a later contract.

\*\*City share of the design phase (\$17,500) only.

<b>SOURCE OF FUNDS:</b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Airport General Contractual	295-60.442-818.020	\$438*

\*At option of the Finance Department, funds can also be advanced from Project 12A01.

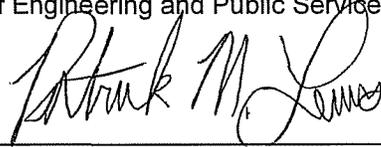
<u>Other Funds</u>	
Federal and State grant monies	\$17,062**

\*\*This design contract only.

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services   **DATE:** 03/17/11

**REVIEWED BY:**



**DATE:**

**COUNCIL MEETING DATE:** March 21, 2011

## **RESOLUTION**

WHEREAS, Monroe Custer Airport is under the jurisdiction of the City of Monroe; and

WHEREAS, the airfield has certain surface drainage deficiencies, and

WHEREAS, this work is eligible for Federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

WHEREAS, the Michigan Department of Transportation has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

WHEREAS, the City of Monroe and the Michigan Department of Transportation have reached an understanding with each other regarding the performance and funding for the above project work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 2011-0118 with the Michigan Department of Transportation for Federal Project Number E-26-0067-1109; and

BE IT FURTHER RESOLVED that the Mayor be authorized to sign the contract on behalf of the City of Monroe.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**CITY OF MONROE**

**CONTRACT FOR A FEDERAL/STATE/LOCAL**

**AIRPORT PROJECT**

**UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and City of Monroe, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Monroe Custer Airport, whose associated city is Monroe, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated February 7, 2011, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: DEVELOPMENT OF ENGINEERING PLANS FOR DRAINAGE IMPROVEMENTS ON RUNWAY 3/21.**

WITNESSETH:

WHEREAS, the PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

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

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

NOW, THEREFORE, the parties agree:

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

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. The DEPARTMENT will select the consultant for each element of the PROJECT involving preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All 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 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 the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to the DEPARTMENT.
3. Make payment to the DEPARTMENT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT 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 insure 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, said records to be hereinafter

referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.

b. Audit and Inspection. The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097(10i), as applicable, that is in effect at the time of Contract award with regard to audits.

i. Agencies expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds from one or more funding sources in their fiscal year will comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The SPONSOR will submit two (2) copies of:

- The Reporting Package
- The Data Collection Package
- The management letter to the SPONSOR, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

ii. Agencies expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that a circular audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the DEPARTMENT federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

iii. Address: Michigan Department of Transportation  
Bureau of Aeronautics and Freight Services (Aeronautics)  
Attn: Aviation Services Division  
2700 Port Lansing Road  
Lansing, MI 48906-2060

iv. Agencies must also comply with applicable state laws and regulations relative to audit requirements.

v. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.

- vi. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
  - vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number E-26-0067-1109, award year 2011, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT 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.
  - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT 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 the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT 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. 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 the DEPARTMENT or 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 the DEPARTMENT. 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 the DEPARTMENT. This provision applies to both Disadvantaged Business Enterprise (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 the DEPARTMENT semi-annually in the format set forth in Appendix G, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to the DEPARTMENT.

7. 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 state, federal, and local applicable 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 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 the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on October 16, 2007.

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.

The DEPARTMENT 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 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:

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

Federal Share .....	\$16,625.00
Maximum DEPARTMENT Share .....	\$437.00
SPONSOR Share.....	\$438.00
<i>Estimated</i> PROJECT COST.....	\$17,500.00

- The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. 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 DEPARTMENT obligation shown in Section 11.

For portions of the PROJECT where only DEPARTMENT and SPONSOR funds will be applied to the final settlement, DEPARTMENT funds will be at a rate not to exceed ninety percent (90%), and the total DEPARTMENT funds applied toward the PROJECT COST may be up to but will not exceed the maximum DEPARTMENT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Any items of PROJECT COST not funded by FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

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

- The SPONSOR agrees that the costs reported to the DEPARTMENT 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.
- The PROJECT COST shown in Section 11 is the maximum obligation of DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by the DEPARTMENT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of Airports Division of the Multi-Modal Transportation Services Bureau (Aeronautics).

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section

11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

15. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, 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 COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.
16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT 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 the DEPARTMENT 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 the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "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 the DEPARTMENT. 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 the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT 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 the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by

the DEPARTMENT 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 the DEPARTMENT 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 the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

17. This Contract will be in effect from the date of award through twenty (20) years.
18. Failure on the part of the SPONSOR to comply with any of the conditions in 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.
19. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

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

20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, 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, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

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

21. In accordance with 1980 PA 278; MCL 423.321 et seq; MSA 17.458(22), 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. The DEPARTMENT 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.
22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT 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 the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

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

The SPONSOR shall notify the DEPARTMENT 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 the DEPARTMENT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify the DEPARTMENT 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 the DEPARTMENT under this Contract.

23. 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.

24. The DEPARTMENT 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.

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

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

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

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 the DEPARTMENT 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 the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

CITY OF MONROE

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

**EXHIBIT 1**

**MONROE CUSTER AIRPORT  
MONROE, MICHIGAN**

Project No. E-26-0067-1109  
Contract No. FM 58-04-C18

February 7, 2011

	Federal	State	Local	Total
ADMINISTRATION	\$475	\$12	\$13	\$500
DEPARTMENT-AERO	\$475	\$12	\$13	\$500
ENVIRONMENTAL	\$0	\$0	\$0	\$0
DESIGN	\$16,150	\$425	\$425	\$17,000
Runway 3/21 drainage improvements				
AERO - Design	\$950	\$25	\$25	\$1,000
CONSULTANT - Design	\$15,200	\$400	\$400	\$16,000
CONSTRUCTION	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
Construction Contingency	\$0	\$0	\$0	\$0
<b>TOTAL PROJECT BUDGET</b>	<b>\$16,625</b>	<b>\$437</b>	<b>\$438</b>	<b>\$17,500</b>

MAC Transfer: 1/26/11

## ATTACHMENT 1

### SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS

1. The term PROJECT COST shall include the cost of the physical construction necessary for the completion of the PROJECT, including the costs of preliminary, design and construction engineering and supervision, environmental studies and reports, airport layout plan updates relating to the PROJECT and the cost of advertising for and receiving bids.
2. The DEPARTMENT is authorized by the SPONSOR pursuant to this contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:
  - a. Prequalification of bidders shall be determined by the DEPARTMENT in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work".
  - b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
  - c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances which affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if required, shall reject the bids.
  - d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT shall be deemed to be PROJECT COST.
  - e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports". The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then the SPONSOR for execution.
  - f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".
  - g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports", and upon receipt of a request from the SPONSOR the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.

- h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports".
  - i. The SPONSOR, upon presentation of the contract documents, by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraph b & c, above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."
  - j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.
3. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts, between the prime contractor and the subcontractor, on behalf of the SPONSOR. Any such approvals shall not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
4. Should termination of a construction contract, pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT shall be given immediate written notice by the SPONSOR.
5. Any changes to the PROJECT plans and specifications made after receipt of bids requires prior written approval of the DEPARTMENT and the FAA. The SPONSOR or their representatives may request such changes by initiating a change order to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT's "Project Engineers Manual" for airport construction. Any change orders determined to be significant by the DEPARTMENT shall 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.

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

- b. The SPONSOR or their representative immediately notify the DEPARTMENT of such overruns and the estimated cost thereof.
  - c. That such on-site approval is necessary for the continuity in construction and that obtaining approval prior to proceeding would cause a material interruption in the PROJECT resulting in a significant increase in costs.
6. 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.
  7. Upon completion of the work in each construction contract and the acceptance thereof by the SPONSOR, the SPONSOR or their designated representative shall give immediate written notice to the DEPARTMENT.
  8. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with general utility licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport shall not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
  9. In addition to the requirements of paragraph 8 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT a prior written notice of any 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 shall be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase shall be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Bureau Director of the Bureau of Aeronautics and Freight Services (Aeronautics), Michigan Department of Transportation.

10. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstances beyond the control of the SPONSOR.

11. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

For a period of twenty (20) years, the SPONSOR will make the airport available, as an airport, for public use, to 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 on the basis of 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 either aeronautical or non-aeronautical activities, will be expended for the capital or operating costs of the airport; the local airport system; or other local facilities, which are owned or operated by the SPONSOR and directly and substantially related to the actual air transportation of passengers or property.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as 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.

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 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.

Furthermore, on any federally-assisted contract, the contractor and subcontractor shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

2. 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, 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any subcontractor on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, subcontractor, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.

9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or subcontractor shall conduct a prompt, thorough, and fair investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.
10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.
11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders 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.

**Application:**

1. On any federally assisted contract, the contractor and subcontractor agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.
2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.
3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.
4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):
  - i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;

- ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and
- iii) referring the case to the appropriate federal agency for legal proceedings.

Revised March 2010

**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 1, 2005)

### 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.

Airport Name: Monroe Custer Airport  
Associated City: Monroe, Michigan  
Project No: E-26-0067-1109

## APPENDIX F

### SPECIAL CONDITIONS

1. RUNWAY PROTECTION ZONES The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
  - a. Existing Fee Title Interest in the Runway Protection Zone.  
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly 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 approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. Existing Easement Interest in the 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 a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. AIR AND WATER QUALITY. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. BUY AMERICAN REQUIREMENT. Unless otherwise approved by the FAA, 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
4. WASTE DISPOSAL SITES. It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."

5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:

- a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
  - (1) become members of or affiliated with a labor organization, or
  - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision that would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

Pavement Maintenance Management Program. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:

- 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.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

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 Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection 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.

c. **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 types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

7. AGENCY AGREEMENT. The Sponsor will not amend, modify, or terminate the agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agent, created by the Agency Agreement without prior written approval of the FAA.

**Prime Consultant Statement of DBE Sub-Consultant Payments**

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

PRIME CONSULTANT	<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.	CONTRACT NO.
BILLING PERIOD: _____			Check if Final Payment <input type="checkbox"/> JOB NO. _____

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

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

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (signature)	TITLE	DATE/MDO
--	-------	----------

FOR MDOT USE ONLY

COMMENTS: \_\_\_\_\_

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

## INSTRUCTIONS

### PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

### MDOT PAYMENT ANALYST:

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

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



## CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** INSTALLATION OF NEW PUBLIC WATER MAINS – GEE DRIVE AND GLENDALE COURT – SPECIAL ASSESSMENT RESOLUTION NUMBER 2

**DISCUSSION:** As a part of the City's continual analysis of its water system, the Water and Engineering Departments have identified a link in the system where several existing homes have access only to an existing 1-inch or 2-inch diameter shared private water service. As lines of this size are not capable of providing adequate fire protection, and are not typically capable of providing peak service demands to the adjacent residents, this line has been planned to be replaced with a new 8" water main. An internal memorandum from 1978 (attached) details these locations, many of which have already been addressed.

The City Charter provides for the installation of public water mains at the discretion of the City Council and provides for recovery of most of the cost by a Special Assessment against the benefiting properties. By Ordinance, at a minimum the cost of fire hydrants, any additional costs to create a "loop" by connecting at a second location, and one-fifth of the remaining project costs have been borne by the Water Fund. It should be noted that a Special Assessment District was also employed for replacement of a 2" service line on Sackett Avenue with a new 8" main in 2004, and therefore since some of the residents on corner and rear lots fronting Glendale Court and Gee Drive recently paid an assessment for that project, they will be omitted from this one based on the main feeding their service already having been replaced. The district presently includes the properties at 423, 429, 433, and 437 Gee Drive, and 25, 29, 110, 114, 118, 121, 122, 126, 130, and 134 Glendale Court, for a total of fourteen (14) properties. This district, if confirmed, would be known as Water Main Special Assessment District 129.

The proposed plans and cost estimate for the water main replacement have been completed, and the public informational meeting was held on Thursday, March 10, 2011. The outline of the meeting has been attached with this fact sheet, and the meeting was attended by only two (2) property owners, those at 433 Gee and 118 Glendale, though a few additional property owners have contacted the Engineering Department since for information. A map of the proposed district has been attached with this fact sheet, as well as the cost estimates presented at the meeting. The proposed district will be assessed on a Residential Equivalent Unit (REU) basis, and this is broken down on the attached estimates as well, though all properties are single unit dwellings, so all proposed assessments are equal.

The next step in this project is the passage of Resolution 2, which delineates the costs involved, and sets April 4, 2011 as the date of the Public Hearing on the necessity of the project. Typically, Special Assessment projects are not bid until after the passage of Resolution 3 (determination of public necessity), which may be placed on the agenda for April 4 as well. While the City has recently been adding various water main projects to the two 2010-11 Water Main Program contracts in lieu of bidding, except in rare cases we will bid Special Assessment projects separately in order to assure property owners that the absolute lowest price is obtained. In this case, we will be bidding the water main, sanitary sewer, and concrete pavement replacement all as one contract. Since this project was not petitioned by the property owners, it is classified as a City-Council initiated project and any action would have to be by at least a 5-2 vote of City Council.

**IT IS RECOMMENDED** that the attached Resolution 2 be adopted, and that the public hearing be scheduled for April 4, 2011 at 7:30 P.M. in the City Council Chambers.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** Since this project will be highly disruptive to the adjacent residents due to tight quarters, the project should be undertaken during ideal weather conditions in the later Spring / early Summer, and the Special Assessment proceedings should remain on schedule as much as possible to meet this schedule.

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering Department, Water Department, Fire Department, adjacent property owners and residents

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$312,750*
Cost of This Project Approval	\$0*
Related Annual Operating Cost	\$N/A
Increased Revenue Expected/Year	\$N/A

\*Includes water main, sanitary sewer, pavement replacement

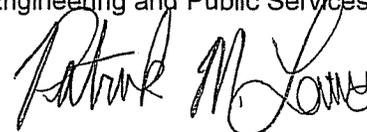
\*\*Project cannot finally be approved and funds allocated until after passage of Resolution 5

<b><u>SOURCE OF FUNDS:</u></b>	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>		

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services   **DATE:** 03/15/11

**REVIEWED BY:**



**DATE:**

**COUNCIL MEETING DATE:** March 21, 2011

## RESOLUTION NUMBER 2

WHEREAS, the plat, plan, diagram, grade, and specifications for the installation of a water main of adequate size to service the properties fronting on Gee Drive between Glendale Court and East Noble Avenue, and the properties fronting on Glendale Court between its western end and Sackett Avenue, together with a map of the assessment district, therefore, are now on file with the City Clerk-Treasurer for public inspection and examination, which district is described as follows:

Commencing at the intersection of the northerly right-of-way line of North Monroe Street and the easterly right-of-way line of East Noble Avenue,

thence, South 65° 30' 00" East 321.80 feet;

thence, North 24° 30' 00" East 182.99 feet; to the Point of Beginning;

thence, North 65° 30' 00" West 120.00 feet;

thence, North 24° 30' 00" East 27.60 feet;

thence, South 65° 30' 00" East 16.00 feet;

thence, North 24° 30' 00" East 170.90 feet;

thence, North 58° 14' 21" West 39.00 feet;

thence, North 65° 30' 00" West 22.50 feet;

thence, North 24° 30' 00" East 72.00 feet;

thence, North 65° 30' 00" West 37.75 feet;

thence, North 24° 30' 00" East 67.50 feet;

thence, South 65° 30' 00" East 75.75 feet;

thence, North 24° 30' 00" East 87.50 feet;

thence, South 65° 30' 00" East 126.00 feet;

thence, South 24° 30' 00" West 161.00 feet;

thence, South 65° 30' 00" East 83.56 feet;

thence, South 24° 30' 00" West 77.00 feet;

thence, North 65° 30' 00" West 83.56 feet;

thence, South 24° 30' 00" West 190.70 feet to the Point of Beginning.

THEREFORE, BE IT RESOLVED, that the Council accept the estimated cost of such improvement at \$182,950.36 as reported by the City Engineer; that the estimated period of usefulness of the improvement will not be less than fifteen (15) years; and that the City of Monroe Water Department shall pay \$86,995.18 of the costs, which represents additional costs necessary for looping of the proposed new main to another existing main to the south, the fire hydrant installation costs, and the one-fifth (1/5) share of the assessable project work; and

BE IT FURTHER RESOLVED, that on Monday, April 4, 2011 at 7:30 P.M. Local Time, at the Council Chambers, the Council will hear comments on the proposed improvement, plans, specifications, amount to be paid by the City and also review and hear objections to the special assessment above delimited; and

BE IT FURTHER RESOLVED, that there be raised by special assessment upon the land and premises within the above described Special Assessment District No. 129 for the installation of a water main to service the properties fronting on Gee Drive between Glendale Court and East Noble Avenue, and the properties fronting on Glendale Court between its western end and Sackett Avenue, the sum of \$95,955.18; and

BE IT FURTHER RESOLVED, that upon the adoption of the district and the estimate by this Council, that the City Clerk-Treasurer report the aforesaid special assessment to the City Assessor of said City, who shall make a special assessment roll, and levy as a special assessment therein upon each lot or parcel of land so reported to him, and against the persons chargeable therewith, if known, the whole amount of all charges so directed, as aforesaid, to be levied upon each of such lots or premises respectively; and when complete, he shall report the assessment to this Council; that such special assessment shall be made and levied according to the benefits revised, and that he shall assess upon each lot or parcel of land such relative proportion of the whole sum to be levied, as shall be proportionate to the estimated benefit resulting to such lot or parcel of land from the improvement.

## PUBLIC INFORMATIONAL MEETING OUTLINE

New Public Water Main – Gee Drive and Glendale Court – Water Main S.A.D. 129

3:00 P.M.

Thursday, March 10, 2011

- **Introduction / Sign-in / Meeting Overview**

- **Project Background / Conception**

- City has slowly been replacing shared water service lines (2" and smaller) with 8" diameter mains providing adequate fire flow.
- Current configuration is a shared 2" service tied into main on Noble Avenue only.
- Recommended by Water Department to improve fire flow and pressure
- By City Ordinance, any new mains are installed by Special Assessment District
- City also replacing sanitary sewer and reconstructing pavement, both at City cost.

- **Assessment Procedure**

- Resolution #1 passed July 19, 2010
- Engineering prepares plans
- Informational Meeting held March 10, 2011
- Resolution #2 – To be placed on City Council agenda for March 21, 2011
- Public Hearing on necessity of the project – April 4, 2011
- Resolution #3 (declaration of necessity) – tentatively set for April 4, 2011
- Advertise for bids or solicit quote from present underground contractors
- Resolution #4 – May 2, 2011 (tentative)
- Public Hearing on distribution of assessable costs – May 16, 2011 (tentative)
- Resolution #5 – May 16, 2011 (tentative)
- Construction – June to August 2011 (tentative)

- **Proposed Design**

- New ductile iron 8" main will be connected at both Noble Avenue and Sackett Avenue for looping purposes, placed in street on Gee, south sidewalk along Glendale.
- All lead services to be replaced at City cost, galvanized at 50/50, copper will be reconnected only.
- New fire hydrant to be installed at City cost.
- New main on Gee Drive south of lot line of 423 Gee will be also City cost, as it is necessary for looping the main (district pays for shortest distance to existing main).
- Special Assessment benefit proposed by Residential Equivalent (RE), all properties listed as single unit dwellings so each of 14 properties would pay one RE.

- **Estimated Costs**

Total	\$182,950
City Looping and Hydrant Costs	\$ 63,006
City (1/5 share of remaining – ordinance)	\$ 23,989
Property Owners (remaining)	\$ 95,955 (\$6,854 per RE)

- Assessments can be spread over 10 years, with interest set at about 1% over the rate available for the City to borrow funds.
- Home-owners over 65 years are eligible through State program to defer until property is transferred or sold.

- **Questions and Answers**





JUN 5 1978

# CITY OF MONROE MICHIGAN



Monroe Water Department  
120 South Macomb Street  
Monroe, Michigan 48161  
241-5900

DATE: June 2, 1978  
TO: Donald L. French, City Director  
FROM: Joseph D. D'Haene, Supt. Water Department  
SUBJECT: Private Lines

Dear Don:

Per your request, the Water Department made a survey of the private water lines that are known and have given the Water Department trouble over the years. The lines vary in size, but all are galvanized and many have been in place over forty (40) years. Two (2) of the sections are in Monroe Township, with all the remaining inside the City limits. Those lines listed are on public right of way. There are may other similar lines that exist on private property and branch off to several residences. In fact, this date we are hand digging such a line on Godfroy Ave., where the line extends to houses on Borgess Ave. The resident at 516 Godfroy is quite unhappy.

As we listed the private lines we estimated the cost of replacement. We utilized a straight cost per foot to gain a general idea of the cost. As we get into more detail those costs could change. The recommendations are one persons and are open for discussion.

MONROE TOWNSHIP

HARRISON ST.  
Oak St.

8th St. to Merkle St.  
S. Custer Rd. to River

\$21,900.00  
15,125.00

A-5 OF 2007

REPL  
B" PVC 1" DIA  
B" PVC

CITY OF MONROE

HUBBLE St.  
HUBBLE ST.  
EIGHTH ST.(E.)  
EIGHTH ST.(E.)  
NINTH ST. (E.)  
FIRST ST.  
SECOND ST. (W.)  
SECOND ST. (E.)  
THIRD ST. (W.)  
THIRD ST. (E.)  
HALF ST.  
WADSWORTH

3rd St. to 7th St.  
7th St. to 8th St.  
Washington St. to Custet St.  
Custer St. to LaPlaisance Rd.  
Reisig St. to Kentucky Ave.  
Harrison St. to Washington St.  
Cass St. to Smith St.  
Monroe St. to Scott St.  
Smith St. to Monroe St.  
Winchester St. to Eastchester St.  
E. Second to S. terminus  
Front St. to E. Sixth St.

5,056.00  
10,575.00  
11,250.00  
14,784.00  
13,095.00  
5,195.00  
12,575.00  
10,825.00  
12,910.00  
7,600.00  
7,169.00  
8,802.00

B" AC (3rd to 5th)  
B" AC  
B" DIP 2008  
New 2" SVC 2003  
FUTURE C.I.P  
6" 8" DIP WAS #1 TO SCOTT  
NEW 2" COPPER SVC 2006

Donald L. French  
Page 2  
June 2, 1978

BACON ST. 7th to 8th St.  
LIBERTY CT. & CHURCH ST.  
SACKET, GLENDALE, GEE



\$11,700.00	1" IN REAR LOS
12,141.00	2" IN REAR LOS
39,700.00	8" AC DIP.
	3" DIP SACKET
	2" PVC GLEN.
\$221,402.00	GEESAME

A copy of this report is being forwarded to the fire chief for review.

Sincerely,

*Joseph D. D'Haene*  
Joseph D. D'Haene, Supt.  
Monroe Water Department

JDD/vap

GEE/GLENDALE WATER MAIN INSTALLATION & SANITARY SEWER REPLACEMENT - S.A.D. #XXXX					ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	
1	R&D CONCRETE PAVEMENT & APPROACH	988.6	SYD	\$ 13.00	\$ 12,851.80	
2	R&D SPOT CURB & GUTTER	8.0	LFT	\$ 15.00	\$ 120.00	
3	R&D SIDEWALK	1428.0	SFT	\$ 1.30	\$ 1,856.40	
4	R&D 8" SANITARY SEWER	220.0	LFT	\$ 7.50	\$ 1,650.00	
5	R&D 8" STORM SEWER	261.0	LFT	\$ 6.50	\$ 1,696.50	
6	R&D EXT'G 2" WATER MAIN	210.1	LFT	\$ 4.00	\$ 840.40	
7	ABANDON 2" WATER MAIN	1.0	EA	\$ 100.00	\$ 100.00	
8	R&D ROCK	10.0	CYD	\$ 100.00	\$ 1,000.00	
9	R&S EXT'G VALVE & BOX	4.0	EA	\$ 500.00	\$ 2,000.00	
10	ABANDON STRUCTURE	4.0	EA	\$ 500.00	\$ 2,000.00	
11	R&D STRUCTURE	1.0	EA	\$ 500.00	\$ 500.00	
12	ADJUST, CLEAN, & PLASTER STRUCTURE	2.0	EA	\$ 500.00	\$ 1,000.00	
13	ADJUST VALVE BOX	1.0	EA	\$ 300.00	\$ 300.00	
14	TAP EXISTING STRUCTURE	2.0	EA	\$ 250.00	\$ 500.00	
15	F&I 4' DIA. SANITARY MANHOLE	3.0	EA	\$ 2,000.00	\$ 6,000.00	
16	F&I #1040 EAST JORDAN IRON WORKS 1040 WATERTIGHT CASTING	3.0	EA	\$ 565.00	\$ 1,695.00	
17	F&I 2' DIA. STORM STRUCTURE WITH SUMP	1.0	EA	\$ 1,500.00	\$ 1,500.00	
18	F&I #7076 EAST JORDAN IRON WORKS 7076 CASTING	1.0	EA	\$ 535.00	\$ 535.00	
19	F&I 8" PVC SDR 35 STORM SEWER	255.1	LFT	\$ 100.00	\$ 25,505.00	
20	F&I 8" PVC SDR 35 SANITARY SEWER	629.1	LFT	\$ 45.00	\$ 28,309.50	
21	F&I 6" PVC SDR 35 SANITARY SEWER	119.0	LFT	\$ 20.00	\$ 2,380.00	
22	F&I 8"X6" PVC WYE	13.0	EA	\$ 100.00	\$ 1,300.00	
23	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	760.4	LFT	\$ 60.00	\$ 45,624.00	
24	F&I 8" GATE VALVE & BOX	3.0	EA	\$ 2,000.00	\$ 6,000.00	
25	F&I STANDARD SETTING HYD BRANCH, COMPLETE	1.0	EA	\$ 3,100.00	\$ 3,100.00	
26	F&I 8"X8"X8" D.I. TEE	2.0	EA	\$ 500.00	\$ 1,000.00	
27	F&I 8" 45 D.I. BEND & THRUST BLOCK	8.0	EA	\$ 350.00	\$ 2,800.00	
28	F&I 8" D.I. SOLID SLEEVE	1.0	EA	\$ 350.00	\$ 350.00	
29	F&I 8"X6" D.I. REDUCER	3.0	EA	\$ 400.00	\$ 1,200.00	
30	RECONNECT WATER SERVICE SHORT SIDE, COMPLETE	4.0	EA	\$ 400.00	\$ 1,600.00	
31	RECONNECT WATER SERVICE LONG SIDE, COMPLETE	4.0	EA	\$ 800.00	\$ 3,200.00	
32	REPLACE WATER SERVICE SHORT SIDE, COMPLETE	1.0	EA	\$ 800.00	\$ 800.00	
33	REPLACE WATER SERVICE LONG SIDE, COMPLETE	5.0	EA	\$ 1,500.00	\$ 7,500.00	
34	F&I 2" TEMPORARY BLOW OFF	1.0	EA	\$ 500.00	\$ 500.00	
35	F&I 1" CHLORINATION TAP	1.0	EA	\$ 500.00	\$ 500.00	
36	SUBGRADE MANIPULATION	988.6	SYD	\$ 3.00	\$ 2,965.80	
37	F&I 8" CONCRETE PAVEMENT WITH INTEGRAL CURB	988.6	SYD	\$ 42.00	\$ 41,521.20	
38	F&I 6" CONCRETE PAVEMENT & APPROACH	76.2	SYD	\$ 32.00	\$ 2,438.40	
39	F&I 6" CONCRETE SIDEWALK	1112.4	SFT	\$ 4.00	\$ 4,449.60	
40	F&I 6" CONCRETE ADA RAMP	222.8	SFT	\$ 10.00	\$ 2,228.00	
41	F&I SPOT CURB & GUTTER	8.0	LFT	\$ 20.00	\$ 160.00	
42	F&I 36A BITUMINOUS HAND PATCHING	12.0	TON	\$ 75.00	\$ 900.00	
43	RECONNECT CURB DRAIN	2.0	EA	\$ 150.00	\$ 300.00	
44	F&I CONTROL DENSITY BACKFILL	75.0	CYD	\$ 80.00	\$ 6,000.00	
45	F&I MDOT 21A STONE	60.0	TON	\$ 30.00	\$ 1,800.00	
46	MAINTAIN UTILITY MAIN AND SERVICE TRENCHES	1.0	LS	\$ 4,000.00	\$ 4,000.00	
47	TRAFFIC CONTROL	1.0	LS	\$ 3,000.00	\$ 3,000.00	
48	SITE RESTORATION	1.0	LS	\$ 3,000.00	\$ 3,000.00	
					CONSTRUCTION	\$ 240,576.60
					CONSTRUCTION	\$ 240,576.60
					CONTINGENCIES	\$ 36,086.49
					ENGINEERING	\$ 36,086.49
					PROJECT TOTAL	\$ 312,749.58
					P.O. CONSTRUCTION	\$ 95,955.18
					CITY CONSTRUCTION	\$ 216,794.40

GEE/GLENDALE SANITARY SEWER REPLACEMENT - S.A.D. #XXXX

ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D CONCRETE PAVEMENT & APPROACH	494.3	SYD	\$ 13.00	\$ 6,425.90
2	R&D SIDEWALK	266.7	SFT	\$ 1.30	\$ 346.71
3	R&D 8" SANITARY SEWER	220.0	LFT	\$ 7.50	\$ 1,650.00
4	R&D 8" STORM SEWER	130.5	LFT	\$ 6.50	\$ 848.25
5	R&D EXT'G 2" WATER MAIN	10.8	LFT	\$ 4.00	\$ 43.20
6	R&D ROCK	5.0	CYD	\$ 100.00	\$ 500.00
7	ABANDON STRUCTURE	3.0	EA	\$ 500.00	\$ 1,500.00
8	R&D STRUCTURE	0.5	EA	\$ 500.00	\$ 250.00
9	ADJUST, CLEAN, & PLASTER STRUCTURE	1.0	EA	\$ 500.00	\$ 500.00
10	TAP EXISTING STRUCTURE	1.0	EA	\$ 250.00	\$ 250.00
11	F&I 4' DIA. SANITARY MANHOLE	3.0	EA	\$ 2,000.00	\$ 6,000.00
12	F&I #1040 EAST JORDAN IRON WORKS WATERTIGHT CASTING	3.0	EA	\$ 565.00	\$ 1,695.00
13	F&I 2' DIA. STORM STRUCTURE WITH SUMP	0.5	EA	\$ 1,500.00	\$ 750.00
14	F&I #7076 EAST JORDAN IRON WORKS 7076 CASTING	0.5	EA	\$ 535.00	\$ 267.50
15	F&I 8" PVC STORM SEWER	127.5	LFT	\$ 100.00	\$ 12,750.00
16	F&I 8" PVC SDR 35 SANITARY SEWER	629.1	LFT	\$ 45.00	\$ 28,309.50
17	F&I 6" PVC SDR 35 SANITARY SEWER	119.0	LFT	\$ 20.00	\$ 2,380.00
18	F&I 8"X6" PVC WYE	13.0	EA	\$ 100.00	\$ 1,300.00
19	SUBGRADE MANIPULATION	494.3	SYD	\$ 3.00	\$ 1,482.90
20	F&I 8" CONCRETE PAVEMENT WITH INTEGRAL CURB	494.3	SYD	\$ 42.00	\$ 20,760.60
21	F&I 6" CONCRETE PAVEMENT & APPROACH	38.1	SYD	\$ 32.00	\$ 1,219.20
22	F&I 6" CONCRETE SIDEWALK	266.7	SFT	\$ 4.00	\$ 1,066.80
23	F&I 36A BITUMINOUS HAND PATCHING	6.0	TON	\$ 75.00	\$ 450.00
24	F&I CONTROL DENSITY BACKFILL	40.0	CYD	\$ 80.00	\$ 3,200.00
25	F&I MDOT 21A STONE	30.0	TON	\$ 30.00	\$ 900.00
26	MAINTAIN UTILITY MAIN AND SERVICE TRENCH	1.0	LS	\$ 2,000.00	\$ 2,000.00
27	TRAFFIC CONTROL	1.0	LS	\$ 1,500.00	\$ 1,500.00
28	SITE RESTORATION	1.0	LS	\$ 1,500.00	\$ 1,500.00
				<b>CONSTRUCTION COST</b>	<b>\$ 99,845.56</b>
				<b>CONSTRUCTION</b>	<b>\$ 99,845.56</b>
				<b>CONTINGENCIES</b>	<b>\$ 14,976.83</b>
				<b>ENGINEERING</b>	<b>\$ 14,976.83</b>
				<b>PROJECT TOTAL</b>	<b>\$ 129,799.22</b>

GEE/GLENDALE WATER MAIN INSTALLATION - S.A.D. #XXXX				ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D CONCRETE PAVEMENT & APPROACH	117.8	SYD	\$ 13.00	\$ 1,531.40
2	R&D SPOT CURB & GUTTER	8.0	LFT	\$ 15.00	\$ 120.00
3	R&D SIDEWALK	36.0	SFT	\$ 1.30	\$ 46.80
4	R&D 8" STORM SEWER	130.5	LFT	\$ 6.50	\$ 848.25
5	R&D EXT'G 2" WATER MAIN	188.5	LFT	\$ 4.00	\$ 754.00
6	ABANDON 2" WATER MAIN	1.0	EA	\$ 100.00	\$ 100.00
7	R&D ROCK	5.0	CYD	\$ 100.00	\$ 500.00
8	R&S EXT'G VALVE & BOX	1.0	EA	\$ 500.00	\$ 500.00
9	ABANDON STRUCTURE	1.0	EA	\$ 500.00	\$ 500.00
10	ADJUST, CLEAN, & PLASTER STRUCTURE	1.0	EA	\$ 500.00	\$ 500.00
11	ADJUST VALVE BOX	1.0	EA	\$ 300.00	\$ 300.00
12	TAP EXISTING STRUCTURE	1.0	EA	\$ 250.00	\$ 250.00
13	F&I 8" PVC SDR 35 STORM SEWER	116.8	LFT	\$ 100.00	\$ 11,675.00
14	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	212.0	LFT	\$ 60.00	\$ 12,720.00
15	F&I 8" GATE VALVE & BOX	2.0	EA	\$ 2,000.00	\$ 4,000.00
16	F&I STANDARD SETTING HYD BRANCH, COMPLETE	1.0	EA	\$ 3,100.00	\$ 3,100.00
17	F&I 8"X8"X8" D.I. TEE	1.0	EA	\$ 500.00	\$ 500.00
18	F&I 8" D.I. SOLID SLEEVE	1.0	EA	\$ 350.00	\$ 350.00
19	F&I 8"X6" D.I. REDUCER	2.0	EA	\$ 400.00	\$ 800.00
20	SUBGRADE MANIPULATION	117.8	SYD	\$ 3.00	\$ 353.40
21	F&I 8" CONCRETE PAVEMENT WITH INTEGRAL CURB GUTTER	117.8	SYD	\$ 42.00	\$ 4,947.60
22	F&I 6" CONCRETE ADA RAMP	36.0	SFT	\$ 10.00	\$ 360.00
23	F&I SPOT CURB & GUTTER	8.0	LFT	\$ 20.00	\$ 160.00
24	RECONNECT CURB DRAIN	2.0	EA	\$ 150.00	\$ 300.00
25	F&I CONTROL DENSITY BACKFILL	15.0	CYD	\$ 80.00	\$ 1,200.00
26	F&I MDOT 21A STONE	10.0	TON	\$ 30.00	\$ 300.00
27	MAINTAIN UTILITY MAIN AND SERVICE TRENCH	1.0	LS	\$ 750.00	\$ 750.00
28	TRAFFIC CONTROL	1.0	LS	\$ 500.00	\$ 500.00
29	SITE RESTORATION	1.0	LS	\$ 500.00	\$ 500.00
				CONSTRUCTION COST	\$ 48,466.45
				CONSTRUCTION	\$ 48,466.45
				CONTINGENCIES	\$ 7,269.97
				ENGINEERING	\$ 7,269.97
				PROJECT TOTAL	\$ 63,006.39
				1/5 ADDED BY WATER	\$ 23,988.79
				WATER TOTAL COST	\$ 86,995.18



PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER MAILING ADDRESS	OWNER CITY , STATE, ZIP	REU'S ASSESSMENT
69-1242	37 E. NOBLE AVE.	JEFFERY MACKINNON	37 E. NOBLE AVE.	MONROE, MI 48162	0
69-1243	31 E. NOBLE AVE.	SEAN & WHITAKER MCCLELLAN	P.O. BOX 98	DUNDEE, MI 48131	0
69-1248	423 GEE DR.	MARK & BRENDA WEST	423 GEE DR.	MONROE, MI 48162	1 \$6,853.94
69-1249	429 GEE DR.	JESSICA SEIDL	429 GEE DR.	MONROE, MI 48162	1 \$6,853.94
69-1250	433 GEE DR.	JENNIFER EHMAN	433 GEE DR.	MONROE, MI 48162	1 \$6,853.94
69-1251	437 GEE DR.	MEGHAN MCELVANY	437 GEE DR.	MONROE, MI 48162	1 \$6,853.94
69-1258	444 SACKETT AVE.	ARTHUR LEHR	444 SACKETT AVE.	MONROE, MI 48162	0
69-1259	446 SACKETT AVE.	GEORGE & BARBARA DUSSEAU	4743 BLUEBUSH RD.	MONROE, MI 48162	0
69-1260	452 SACKETT AVE.	ANTHONY KUSAK	452 SACKETT AVE.	MONROE, MI 48162	0
69-1267	433 SACKETT AVE.	SHARON BAUSMAN	433 SACKETT AVE.	MONROE, MI 48162	0
69-1268	453 SACKETT AVE.	BARBARA LEE	453 SACKETT AVE.	MONROE, MI 48162	0
69-1272	104 GLENDALE CT.	GEORGE & BARBARA DUSSEAU	4743 BLUEBUSH RD.	MONROE, MI 48162	0
69-1273	110 GLENDALE CT.	COREY PETKOVICH	110 GLENDALE CT.	MONROE, MI 48162	1 \$6,853.94
69-1274	114 GLENDALE CT.	DEPT. OF VETERAN AFFAIRS	1240 E. NINTH ST.	CLEVELAND, OH 44199	1 \$6,853.94
69-1275	118 GLENDALE CT.	JENNIFER BYRD	118 GLENDALE CT.	MONROE, MI 48162	1 \$6,853.94
69-1276	122 GLENDALE CT.	CORY FANNIN	122 GLENDALE CT.	MONROE, MI 48162	1 \$6,853.94
69-1277	126 GLENDALE CT.	GERALD & DONNA MENZEL	126 GLENDALE CT.	MONROE, MI 48162	1 \$6,853.94
69-1278	130 GLENDALE CT.	JONATHAN DUDUS	130 GLENDALE CT.	MONROE, MI 48162	1 \$6,853.94
69-1279	29 GLENDALE CT.	JAY BAKER	29 GLENDALE CT.	MONROE, MI 48162	1 \$6,853.94
69-1280	121 GLENDALE CT.	FRANK, JANET, & DENISE PACITTI	635 RUFF DR.	MONROE, MI 48162	1 \$6,853.94
69-1281	25 GLENDALE CT.	MICHAEL BELLINO	25 GLENDALE CT.	MONROE, MI 48162	1 \$6,853.94
69-1326	134 GLENDALE CT.	MERIDETH & LINDA ALAIR	18631 MEAD RD.	MILAN, MI 48160	1 \$6,853.94
TOTAL FOR ALL PARCELS					\$95,955.18

COST PER RESIDENTIAL EQUIVALENT UNIT (REU) = \$6,853.94



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** CDBG Subrecipient Agreement with Paula's House

**DISCUSSION:** In its Community Development Block Grant (CDBG) Annual Action Plan for 2010-11, the City of Monroe approved a budget item to reimburse Paula's House up to \$10,000 for the services provided at this transitional shelter. Paula's House provides homeless women who are struggling with substance abuse and/or emerging from incarceration for non-violent crimes with a training and treatment program intended to allow them to transition to independent living.

The provision of these services to a homeless population makes financial assistance to Paula's House an eligible activity under the CDBG Program. Receiving CDBG funds from the City will also enable Paula's House to pursue other grants with these funds considered as leverage, thereby allowing the facility's continued operation.

According to CDBG regulations, in order to provide these funds the City must execute a subrecipient agreement. This agreement establishes the scope of work and expenses for which Paula's House will be reimbursed, specifies records that must be kept, and incorporates other standard items required by federal CDBG regulations.

IT IS THEREFORE RECOMMENDED that City Council approve the proposed agreement with Paula's House and authorize City Manager to execute the agreement.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

**APPROVAL DEADLINE:** March 7, 2011

**REASON FOR DEADLINE:** Assist recipient

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Economic and Community Development

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City of Monroe, Paula's House, Homeless population

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$ 10,000
	Cost of This Project Approval	\$ 10,000
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

\*Exact revenue is unknown, as it depends largely on future increases in valuation to homes assisted with CDBG programs

<b>SOURCE OF FUNDS:</b>	City	Account Number	Amount
	<u>Other Funds</u>	Community Development Block Grant	\$ 10,000

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Matt Wallace, Planner

**DATE:** March 1, 2011

**REVIEWED BY:** Dan Swallow, Director of Economic and Community Development

**DATE:** March 1, 2011

**COUNCIL MEETING DATE:** March 21, 2011

**SUBRECIPIENT AGREEMENT  
BETWEEN  
PAULA'S HOUSE AND CITY OF MONROE**

THIS SUBRECIPIENT AGREEMENT (AGREEMENT) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF MONROE (City) and the Paula's House as an expression of their mutual interest in working toward the provision of transitional housing within the boundaries of the City. The terms and conditions of this program follow, as do the responsibilities of the subrecipient and the City.

1. Statement of work Paula's House agrees that for the City of Monroe's fiscal year spanning the period of time from July 1, 2010 to June 30, 2011 they will be compensated an amount not to exceed \$10,000 for the provision of services in the City of Monroe at the transitional shelter, Paula's House, located at 902 North Monroe Street. These funds are expected to reimburse Paula's House for the payroll expenses of providing 24-hour staffing of the Paula's House facility as described in Exhibit A. The facility is a transitional shelter for homeless women with substance abuse problems. The purpose of the facility is to provide residents with a means to move from assisted living to independent, permanent housing.

2. Records and reports Paula's House is expected to maintain records which support any and all costs associated with this agreement. These should include employee time sheets and hourly rates, invoices supporting eligible costs, and any other documents which serve as evidence that activities to be completed as part of this agreement have taken place.

In addition to the records anticipated to accumulate throughout the year, the Paula's House is expected to present the City with a report of its progress either quarterly or with the submission of invoices for reimbursement, whichever is more frequent. Paula's House is also expected to submit an annual report detailing its accomplishments relative to stated goals within sixty (60) days of the end of the City's fiscal and program year.

Upon the receipt of the annual report, the City will complete its annual audit, as required by 24 CFR 85.40. This audit will include a site visit to Paula's House and a review of records (any information pertaining to residents will remain confidential) to ensure proper recordkeeping, cost eligibility and compliance with all applicable requirements and regulations.

3. Program Income Paula's House and the City agree no activities associated with this agreement shall generate program income. Paula's House will not charge fees for services provided as part of this agreement, and their only reimbursement will be the result of activities detailed in this agreement in the amount detailed in this agreement.

4. Uniform administrative requirements Paula's House agrees to comply with all applicable uniform administrative requirements, as described in 24 CFR 570.502, which are included as Attachment B.

5. Other program requirements Paula's House agrees to carry out each activity carried out as part of this agreement in compliance with all Federal laws and regulations described in 24 CFR 570.600, also referred to as Subpart K and included as Attachment C, except that:

a. The subrecipient does not assume the recipient's environmental responsibilities described at 24 CFR 570.604; and

b. The subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR part 52.

6. Suspension and termination In accordance with 24 CFR 85.43, suspension or termination may occur if the Paula's House materially fails to comply with any term of the award, and the award may be terminated for convenience in compliance with 24 CFR 85.44.

7. Reversion of assets Paula's House will not receive any CDBG funds except as a reimbursement of costs eligible as part of this agreement. If for some reason at the expiration of the agreement, Paula's House should have CDBG funds on hand, they shall be transferred to the City. Paula's House is not to acquire any real property with CDBG funds.

8. Indemnification Paula's House, its successors and assigns, hereby agrees to indemnify, defend, and hold harmless the City and any of its representatives, elected or appointed officials, officers, or employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by the performance, preparation for performance or nonperformance of any provision of this agreement by Paula's House. Representatives of both the City and Paula's House have read this agreement, reviewed and understand the conditions and attachments detailed within, and are willing to carry out the agreement as described.

\_\_\_\_\_  
Signature, Subrecipient representative

\_\_\_\_\_  
Signature, City representative

\_\_\_\_\_  
Name, Subrecipient representative

\_\_\_\_\_  
Name, City representative

## **EXHIBIT A – JOB DESCRIPTIONS**

### **CLINICAL PROGRAM DIRECTOR**

**GENERAL JOB DESCRIPTION:** The Clinical Program Director reports to the Board of Directors and is responsible for overall management of the Paula's House including fund raising and grants management, strategic planning, public advocacy and fiscal and personnel management. The director will perform responsible intake assessments and develop and implement programs and services that support WEW's mission. The Clinical Program Director will act as a liaison to the Board of Directors and the community.

#### **KEY ACTIVITIES OF THE CLINICAL PROGRAM DIRECTOR WILL INCLUDE:**

- Interview applicants to obtain information necessary to make eligibility determinations, conduct initial interviews and periodic case review interviews
- Assist women in the identification and development of plans for self-sufficiency
- Develop plans and determine resources to address client problems in housing, transportation, child care, training, counseling, and other areas that are barriers to employment
- Write and maintain case histories, case summaries, case records and related reports
- Solicit government and foundation grants as well as individual donations and fund raising activities.
- Will oversee the day-to-day operations of the organization and two paid staff (Clinical Program Director, Support Coordinator) with the expectation that some activities will be carried out by outside contractors.
- Coordinate activities by scheduling work assignments, setting priorities and directing the work of subordinate employees
- Identify staff development and training needs and ensures that training is obtained
- Ensures proper labor relations and conditions of employment are maintained
- Provide training to volunteers and college interns
- Maintains records and prepares reports and correspondence related to the work
- Perform research studies related to psychological, educational or treatment techniques
- Coordinate the recruitment, orientation, placement and evaluation of volunteer
- Increase public awareness about the needs of women substance abusers, offenders, and their children and of the programs that serve them.
- Evaluate program effectiveness to develop and implement improved methods, analyze results and take proper action based on outcome

## **PERSONAL ATTRIBUTES AND RESPONSIBILITIES:**

- Must maintain the necessary professional credentials for certification and licensing
- Responsible for consistent and punctual attendance.
- Required to follow safety and health policies and practices at all times
- Required to cooperate, communicate, and be a team participant and leader with co-worker(s)
- Work effectively with Board of Directors, while ensuring that decisions get made in a timely way
- Build relationships with other people, the community and other organizations involved in nonprofit organizational effectiveness
- Participate in workshops, meetings, and conferences and serve on committees
- Ability to work well under pressure.
- Display self-control, paying attention to conduct, language, and grooming.

## **JOB QUALIFICATIONS:**

### **The Clinical Program Director must have:**

- A Masters Degree in Social Work or Psychology with current Certified Addiction Certification
- A minimum of 3 years experience in substance abuse and criminal justice
- Knowledge of treatment approaches utilized with drug and alcohol abuse patients
- Effective written and oral communication skills
- Experience in research and data collection techniques
- Knowledge of 12 Step programs
- Ability to train and educate others about substance abuse
- Ability to assess resident needs and assist in developing personal goal plan
- Have an understanding of victimology and the recovery process
- Ability to identify community resources that meet resident needs.
- A general knowledge of state and federal social welfare services
- A sense of Cultural sensitivity
- An ability in crisis situations to be rational and decisive

## CASE MANAGER

*This job description is subject to change as the program grows and develops. Regular evaluation by staff, residents, board members and volunteer will help to design the evolving position.*

**GENERAL JOB DESCRIPTION:** The Case Manager focuses on following the treatment plan set for the residents. She links and coordinates services necessary for the residents to obtain their desired goals. She guides each resident toward successful community living and assists them in developing the sense of security needed to process growth and change.

**REQUIRED SKILLS:** The Case Manager will have a deep respect for women in transition and good communication skills. She will model trust and confidence. She must have a working knowledge of services offered within the community and a working knowledge of HUD requirements as well as the HMIS (Homeless Management Information System). A time card must be maintained and submitted weekly.

### **KEY ACTIVITIES OF THE CASE MANAGER/ACCOUNTANT:**

- Establish routine appointments and meeting times donated to case management for each resident.
- Be current in documentation of charts, notes and entry of HMIS data.
- Be a resource in the event of a crisis or emergency
- Encourage, organize in-house activities: games, celebrations, hobbies, reading, etc.
- Maintain communication be accountable to Program Director.
- Interview those coming to Paula's House as part of the in-take process, focusing on treatment goals.

### **PERSONAL ATTRIBUTES AND RESPONSIBILITIES:**

- Provide a consistent, pleasant, dependable, supportive presence in the house
- Maintain public relations with neighbors and visitors and the public
- Develop a support system to allow necessary breaks and time away
- Live a balanced personal life within the structure of the Paula's House community
- Be available to provide emergency assistance and/or transportation
- Respect confidentiality
- Develop confidence; earn the trust of each resident

### **JOB QUALIFICATIONS:**

- Budgeting experience and willingness to the resident's needs
- Mature and experienced in community supports
- Able to document, link and coordinate services for the residents
- Experienced in group activities and conflict resolution
- Knowledgeable of the recovery process
- Have a zeal for life, people and challenge
- *Able to maintain personal hygiene, mental and physical health.*

## **HOUSE MANAGER**

### **DESCRIPTION:**

THE HOUSE MANAGER POSITION IS A LIVE-IN POSITION. THE MANAGER MAY HAVE OUTSIDE EMPLOYMENT BUT IS FULLY RESPONSIBLE FOR THE DUTIES THAT ENTAIL THIS POSITION.

### **OBJECTIVE:**

- Responsible to provide support and guidance for all Transitional Housing residents.
- Responsible to collaborate with the Executive Director in establishing and maintaining house rules as well as policies and procedures.
- Responsible for the overall efficient, effective and safe operation of Paula's House.

### **QUALIFICATIONS:**

- Should possess a high school diploma, GED or higher certification.
- Ability to lead and motivate people.
- Ability to work in a team setting.
- Able to avoid personal use of alcohol and narcotics.
- Good communication skills.
- Good personal hygiene and health habits.
- Valid Michigan drivers license
- Possess a working knowledge of Addiction Recovery
- Experience in group dynamics and conflict resolution
- Understand and work within Paula's House Policies and Procedures

### **RESPONSIBLE TO:**

**EXECUTIVE DIRECTOR**

## **SERVICE RESPONSIBILITIES:**

- Provide 24 hour coverage to the home or have volunteers in place for when she is absent.
- Provide orientation to all new residents on house rules and policies and procedures.
- Present a positive, courteous, professional role model at all times.
- Provide for the safety, comfort and security of residents.
- Maintain adherence to the established house rules as well as policies and procedures.
- Assist to establish sanctions for violations of house rules as well as policies and procedures.
- Serve as first level of resolution for resident grievance procedure.
- Able to work collectively with the Executive Director Support Staff.
- Participate in weekly house meetings.
- Report all home maintenance needs to Executive Director Support Staff.
- Discuss all concerns and questions to Executive Director Support Staff in regard to residents.
- Give guidance and direction to residents in the completion of their assigned chores, ensuring the building is kept in a healthy, clean and safe manner.
- Able to shop for house needs and groceries.
- Able to maintain the grounds and inside of the home.
- Offer positive support to residents who may be experiencing difficulties.
- All unusual incidents must be recorded and given to the Executive Director.
- Maintain a daily sign in/out sheet for residents.
- Collect and receipt resident's rent.
- Adhere to confidentiality policies.
- Maintain knowledge of emergency procedures (fire, tornado, bomb threats) and review evacuation routes with residents
- Establish personal visits away from Paula's House, except in extreme emergencies
- Additional duties and responsibilities as assigned by the Executive Director

## ADMINISTRATIVE ASSISTANT

Administrative Assistant must have:

- Excellent customer service skills
- Excellent organization skills
- A professional, helpful demeanor both on the phone and in person
- Excellent written and oral communication skills
- Good judgment skills

The Administrative Assistant will provide assistance to the Executive Director of Paula's House and Women Empowering Women, Inc. The following job description outlined is an overview of the position's responsibilities, however in order to maintain a "team concept" everyone may be called upon to assist in other areas in order to provide our clients with the best possible service.

- Develop and maintain basic bookkeeping for the client accounts at the transition house.
- Develop and maintain a Volunteer Handbook.
- Provide training Volunteers.
- Maintain charts and provide accurate record keeping.
- Communicate daily with the Executive Director.
- Report only to the Executive Director.
- Assist Women Empowering Women, Inc with fund raising, addressing and sorting community contacts and resource lists.
- Maintain documentation for Donations made to Women Empowering Women, Inc.
- Provide basic case management for residents.
- Accounts Receivable data entry, such as, deposits, invoicing, adjustment and preparation and distribution of payment plans.
- Assist at General and Annual Meetings with sign-in and proxy verification
- Prepare packets for new board members and assist with preparation of monthly board package and meetings.
- Assist the House Manager with day to day responsibilities.
- Attend community meetings.
- Maintain correspondence with accountant and Financial Officer of Women Empowering Women, Inc.
- Daily mailing, copies, emails and filing.

## SUPPORT STAFF JOB DESCRIPTION

This job description is subject to change as the program grows and develops. Regular evaluation by staff, residents, board members and volunteer will help to design the evolving position.

**GENERAL JOB DESCRIPTION:** *The Support Staff person will focus on supporting Women Empowering Women, Inc. and Paula's House to be successful in all they endeavor as a business.*

**REQUIRED SKILLS:** *The Support Staff will have good communication skills. She will model trust and confidence. She must have a working knowledge of services offered within the community and a working knowledge of HUD requirements. A time card must be maintained and submitted bi-weekly.*

**KEY ACTIVITIES OF THE SUPPORT STAFF:**

- **Establish routine appointments and meeting times donated to coordinating volunteers**
- **Interview volunteers coming to Paula's House and maintains the Volunteer Handbook**
- **Collect and document all financial transactions, assisting and delivering such transactions to Monroe Income Tax.**
- **Pick up check for Kroger from Monroe Income Tax and pick up Kroger grocery card from transitional house to be refilled at store and returned to transitional house.**
- **Create individual accounts for each resident.**
- **Gather statistics crucial to future grants and community interest.**
- **Pick up mail from post office and deliver to Monroe Income Tax for processing.**
- **Complete all draw-downs from HUD as requested.**
- **Be a resource in the event of a crisis or emergency**
- **Encourage, organize and assist fund raising activities and for Women Empowering Women, Inc. projects.**
- **Maintain communication and be accountable to Executive Program Director.**

• **PERSONAL ATTRIBUTES AND RESPONSIBILITIES:**

- **Provide a consistent, pleasant, dependable, supportive presence in the house**
- **Maintain public relations with neighbors and visitors and the public**
- **Develop a support volunteer system to allow necessary breaks and time away**
- **Live a balanced personal life within the structure of the Paula's House community**
- **Be available to provide emergency assistance and/or transportation**
- **Respect confidentiality**
- **Develop confidence; earn the trust of each resident**

• **JOB QUALIFICATIONS:**

- **Accounting experience and organizational skills**
- **Knowledge and experience in community supports**
- **Able to document, link and coordinate services for the residents**
- **Experienced in group activities and conflict resolution**
  - **Knowledgeable of the recovery process**
- **Have a zeal for life, people and challenge**
- **Able to maintain personal hygiene, mental and physical health.**

Plw/10/09

## EXHIBIT B

### **§ 570.502 Applicability of uniform administrative requirements.**

(a) Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with the following sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in this paragraph:

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

(b) Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the following provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in this paragraph:

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

[53 FR 8058, Mar. 11, 1988, as amended at 60 FR 1916, Jan. 5, 1995; 60 FR 56915, Nov. 9, 1995]

## EXHIBIT C

### § 570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in §570.405 and §570.440 with the exception of §570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see §570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** REPORT BACK ON BIDS RECEIVED FOR BOLLES HARBOR LIFT STATION DUPLEX PUMP CONTROL SYSTEM REPLACEMENT – WASTEWATER DEPARTMENT

**DISCUSSION:** The Wastewater Department received five (5) bids for the replacement of Bolles Harbor Lift Station Duplex Pump Control System. The lowest bidder meeting all bid specifications is from Lotus Electric out of Waterford, MI. The bid provides for replacing the failed duplex pump control system for \$8,776.35. Attached is bid tabulation for reference.

The Wastewater Collection System includes 36 pump stations that lift and pump sewage to a downstream gravity sewer eventually to the Wastewater Treatment Plant. The Bolles Harbor lift station collects / pumps sewage approximately 7200 feet to the downstream trunkline sewer on LaPlaisance Road from over 500 residential and commercial businesses. On February 15, 2011 a piping failure occurred within the station's drywell causing it to flood with sewage such that a total loss of the station's pump motors, telemetry, pump control panel, etc occurred. All items were repaired / replaced, except the duplex pump control system, such that the station was up and running by February 18, 2011 with the pump controls setup with temporary float balls. The station is currently operating with a temporary float ball system to turn the pumps on and off, however this is not a permanent solution. Since the pipe failure, staff has consulted with industry vendors and developed specifications to replace the station's duplex pump control system via public bid. The station was constructed in 1972 in which the station equipment and materials are subject to failures of this type. An insurance claim will be made once all work has been completed for reimbursement of funds expended.

Lotus Electric has worked on one of the collection systems pump stations in the past and they performed well. We also reviewed references and are confident they will perform well again. It is recommended to award the project to Lotus Electric and include a 15% contingency. The Wastewater budget has adequate funding budgeted for the project.

IT IS RECOMMENDED that a purchase order be awarded to Lotus Electric out of Waterford, MI in the amount of \$8,776.35 and that a total of \$10,100.00 be encumbered to include a 15% contingency for the replacement of Bolles Harbor Lift Station Duplex Pump Control System in accordance with the bid specifications.

**CITY MANAGER RECOMMENDATION:**

- For
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

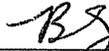
**APPROVAL DEADLINE:** ASAP

**REASON FOR DEADLINE:** Replacement of station duplex pump control system.

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:**



Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Wastewater Department, Customers, City Employees

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project \$ 10,100.00

Cost of This Project Approval \$ 10,100.00

Related Annual Operating Cost \$ N/A

Increased Revenue Expected/Year \$ N/A

**SOURCE OF FUNDS:**

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Maintenance - Equipment	590-75.530-933.000	\$ 10,100.00

Other Funds

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** March 16, 2011

**REVIEWED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COUNCIL MEETING DATE:** March 21, 2011

**Replacement of Duplex Pump Controls  
at Bolles Harbor Lift Station  
BID TABULATIONS  
Bids Due: March 14 2011**

Bidder	Amount
Lotus Electric	8,776.35
Aggressive Systems Inc.	10,850.00
Dmytryka Jacobs Engineers Inc	14,825.00
Commerce Controls Inc.	17,772.00
Wade Trim	33,740.50



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Resolution of support for a grant application to the Michigan Natural Resources Trust Fund to develop the proposed Lauer-Finzel Park.

**DISCUSSION:**

The Downtown Development Authority (DDA) has proposed redevelopment of the City owned property at the intersection of South Monroe Street and West Front Street, more commonly known as the Lauer-Finzel property. To help support this project and utilize the DDA funds to leverage other funding sources, the Department of Economic and Community Development is preparing a grant application to the Michigan Natural Resources Trust Fund. The application is for funding to help support the environmental and recreational enhancements to the proposed Lauer-Finzel Park including approximately  $\frac{3}{4}$  of an acre of greenspace, a rain garden, pedestrian pathways, a connection to the River Walk, a fishing platform, bench seating and lighting.

The grant application requirements include a resolution of support from the governing body of the local unit of government. The resolution must list and commit to the local match, either as a percentage of the total project cost or as a dollar amount, and the source(s) of the match as specified in the application. The source of the grant match in this case would be a portion of the Downtown Development Authority's capital improvement funds for the Lauer-Finzel lot redevelopment, which was included in their fiscal year 2012 budget.

**IT IS RECOMMENDED** that City Council approve the resolution of support for a grant application to the Michigan Natural Resources Trust Fund to develop the proposed Lauer-Finzel Park.

**CITY MANAGER RECOMMENDATION:**

- For *[Signature]*  
 For, with revisions or conditions  
 Against  
 No Action Taken/Recommended

**APPROVAL DEADLINE:** March 21, 2011

**REASON FOR DEADLINE:** Grant application deadline of April 1, 2011.

**STAFF RECOMMENDATION:**           X For                    Against

**REASON AGAINST:** N/A

**INITIATED BY:** Property Owner

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Department of Economic and Community Development, Downtown Development Authority, Downtown businesses

## FINANCES

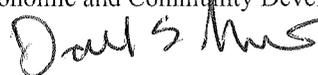
<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$ NA
	Cost of This Project Approval	\$ NA
	Related Annual Operating Cost	\$ NA
	Increased Revenue Expected/Year	\$ NA

<b>SOURCE OF FUNDS:</b>	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>		
	Downtown Development Authority Capital Improvements Budget		

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Dan Swallow, Director of Economic and Community Development      **DATE:** 3/15/11

**REVIEWED BY:** George Brown, City Manager



**DATE:** 3/15/11

**COUNCIL MEETING DATE:** March 21, 2011

1 **RESOLUTION # 11-XX**

2  
3 CITY OF MONROE  
4 RESOLUTION OF SUPPORT  
5 LAUER-FINZEL PARK DEVELOPMENT GRANT APPLICATION  
6

7 **WHEREAS**, the City of Monroe in cooperation with the Downtown Development  
8 Authority (DDA) has a strong interest in redevelopment of the City owned property at the  
9 intersection of South Monroe Street and West Front Street, more commonly known the Lauer-  
10 Finzel property, and

11  
12 **WHEREAS**, the property is identified in the City of Monroe Comprehensive Plan as the highest  
13 priority redevelopment area and is noted as an ideal location for festivals, exhibit space, concerts,  
14 city functions and as a secondary space for the farmer's market, and

15  
16 **WHEREAS**, the location of the property, adjacent to the River Raisin, the existing Riverwalk,  
17 and the Martin Luther King Junior Pedestrian Bridge make this an ideal location to develop a  
18 linear park with pedestrian facilities along the River, and

19  
20 **WHEREAS**, the conceptual plan for the Park includes a proposal for development of an  
21 approximately ¾ of an acre of greenspace with a rain garden, pedestrian pathways, a connection  
22 to the River Walk, a fishing platform, bench seating and lighting, and

23  
24 **WHEREAS**, the Downtown Development Authority has held several public input sessions and  
25 conducted a survey of downtown business owners that show strong support of the redevelopment  
26 project including the new Park and pedestrian elements, and

27  
28 **WHEREAS**, the Downtown Development Authority has funded the planning and preliminary  
29 engineering for the Park development project and approved their Fiscal Year 2012 budget to  
30 fund a portion of the construction of the Park in conjunction with a larger parking lot  
31 development plan, and

32  
33 **WHEREAS**, there is a desire to utilize the Downtown Development Authority funding to  
34 leverage Michigan Natural Resources Trust Fund (MNRTF) grant dollars to further develop the  
35 proposed Park and provide funding for enhancements including the proposed rain garden,  
36 pedestrian pathways, a connection to the River Walk, a fishing platform, bench seating and  
37 lighting.

38  
39  
40 **NOW, THEREFORE BE IT RESOLVED**, the City of Monroe hereby supports the  
41 submittal of a grant application to the Michigan Natural Resources Trust Fund to support the  
42 development and enhancement of the proposed Lauer-Finzel Park on the City owned property at  
43 the intersection of South Monroe Street and West Front Street.

44  
45 **BE IT FURTHER RESOLVED**, the City of Monroe through the Fiscal Year 2012 budget of  
46 the Downtown Development Authority, hereby commits to providing a minimum of twenty-five

- 1 percent (25%) local match towards the project to provide funding for the enhancements
- 2 including the proposed rain garden, pedestrian pathways, a connection to the River Walk, a
- 3 fishing platform, bench seating and lighting.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** City Hall office lease – Great Lakes Tower

**DISCUSSION:** Currently the City of Monroe leases 1272 square feet of office space to Great Lakes Tower for the amount of \$742.00 a month. Great Lakes Tower recently requested to add an additional 700 square feet of office space to their current lease with the City of Monroe in the amount of \$408.33 per month. Therefore, beginning April 1, 2011, the total monthly rent shall be \$1,150.33.

Therefore, I am respectfully recommending that the Mayor and City Council approve the terms of the lease addendum document attached and to authorize that it be executed and signed by the Mayor and City Clerk.

**CITY MANAGER RECOMMENDATION:**

- For *[Signature]*  
 For, with revisions or conditions  
 Against  
 No Action Taken/Recommended

**APPROVAL DEADLINE:** March 21, 2011

**REASON FOR DEADLINE:** Council Meeting

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** Joseph A. Lehmann, Building/Zoning Director

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Hall and Grounds

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$ N/A
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	Marginal additional electric
Increased Revenue Expected/Year	\$4,899.96/yr

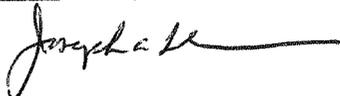
<b><u>SOURCE OF FUNDS:</u></b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Joseph A. Lehmann, Building/Zoning Director

**DATE:** March 21, 2011

**REVIEWED BY:**



**COUNCIL MEETING DATE:** March 21, 2011

**Second Addendum to Month to Month Lease**

The City of Monroe ("Landlord") and Great Lakes Towers, LLC ("Tenant") for their Addendum to a certain Month to Month Lease dated February 25, 2009, agree that Tenant may lease an additional 700 square feet of office space located on the third floor of the City Hall and pay to Landlord additional rent in the amount of \$408.33 per month.

Occupancy begins on March 21, 2011. Occupancy for any part of a month shall be prorated appropriately.

Therefore, beginning April 1, 2011, the total monthly rent shall be \$1,150.33.

Witnesses:

CITY OF MONROE:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Robert E. Clark, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Charles Evans, Clerk/Treasurer

Date: \_\_\_\_\_

Witnesses:

GREAT LAKES TOWERS, LLC:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_