
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.monroeml.gov.

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

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PROCLAMATION.

222 November 13-19, 2011 – "Homeless Awareness Week".

V. PUBLIC HEARING.

223 Public hearing for the purpose of hearing comments on a proposed Obsolete Property Rehabilitation Act (OPRA) District pursuant to Public Act 146 of 2000, as amended, for property generally located at the southeast corner of East First Street and Conant Avenue. There are no comments on file in writing in the Clerk-Treasurer's Office.

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 Work Session held on Monday, October 17, 2011 and the minutes of the Regular Meeting held on Monday, October 17, 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.

223 Consider Formation of an Obsolete Properties Rehabilitation Act (OPRA) District for the Detroit Stoker Company Property Located at East First Street and Conant Avenue.

1. Communication from the Director of Economic & Community Development, submitting a proposed resolution that determines the district at East First Street and Conant Avenue, Detroit Stoker Company, to be an area characterized by obsolete properties, and recommending that council, following consideration of any comments received at the public hearing, approve the formation of

an Obsolete Properties Rehabilitation Act District for the Detroit Stoker Company property located at East First Street and Conant Avenue, in the form of the attached resolution.

2. Supporting documents.
3. Accept, place on file and the resolution be adopted.

224 Michigan Municipal League, MML, Board of Directors Election.

1. Communication from the City Manager's Office, submitting an official ballot for the MML Liability and Property Pool Board of Directors, and recommending that Council vote for the Board of Directors and forwards the official ballot to the MML by November 10, 2011.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

225 Professional Consulting Leak Detection Survey Services Proposal – Water Department

1. Communication from the Director of Water & Wastewater Utilities, reporting back on a 6-year Preventative Maintenance Program that includes a component of performing a leak detection survey on the water mains within each program year, and recommending that the proposal to provide Year 5 – Leak Detection Services as part of the Water Department 6-Year Preventative Maintenance Program be awarded to Aqua-Line Leak Detection Services out of Findlay, OH in the amount of \$9,765 in accordance with their proposal, and further recommending that the City Manager or his designee be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

226 Consider Awarding Two (2) Community Development Block Grant FIX Projects to Pranam GlobalTech.

1. Communication from the Director of Economic & Community Development, submitting a request for the consideration of awarding two (2) Community Development Block Grant FIX Projects to Pranam GlobalTech located at West Front Street and Walnut Street, and recommending that Council award two (2) Community Development Block Grant FIX contracts to Pranam GlobalTech with a budget of \$17,500 plus an additional \$3,500 in contingencies for the West Front project and a budget of \$20,920 plus an additional \$4,079 in contingencies for the Walnut Project, and further recommending that Council authorize staff to take the necessary steps to complete each project in compliance with federal regulations, including drafting agreements to be signed by each homeowner and the contractor.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

227 Consider Revising Budget for FIX Program Project at Almyra.

1. Communication from the Director of Engineering & Public Services, reporting back on additional repairs to complete a home rehabilitation at a property located on Almyra Avenue, and recommending that Council approve increasing this project's budget to \$24,999 to allow for payment of essential work that has already been completed and replacement of the front entry door.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

- 228 Repairs to Paula's House Women's Shelter Funded by Community Development Block Grant (CDBG).
1. Communication from the Director of Economic & Community Development, reporting back on bids received for repairs to the Paula's House Women's Shelter funded by Community Development Block Grant (CDBG), and recommending that Council approve the low bid and authorize staff to carry out the project described with Pranam GlobalTech and a project budget of \$20,000. This budget included a fourteen percent 14% contingency.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 229 Community Foundation of Monroe County Grant Award.
1. Communication from the Director of Economic & Community Development, submitting a proposed resolution, as required for a grant award of \$5,000 from the Community Foundation of Monroe County, for the wax touch-ups to the Custer Equestrian Monument, and recommending that Council accept the awarded funds, authorize the Mayor or his representative to sign all necessary documents related to the Community Foundation grant, and adopt the attached resolution.
 2. Supporting documents.
 3. Accept, place on file and the resolution be adopted.
- 230 Consultant Inspection Contract Extension – TTL Associates.
1. Communication from the Director of Engineering & Public Services, reporting back on an existing consultant inspection contract for construction projects, and recommending that Council award an extension to the original professional services contract from March 2009 to TTL Associates for "as needed" services up to \$30,000, and that the City Engineer be authorized to execute any necessary agreements on behalf of the City of Monroe.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 231 CDBG Sub-recipient Agreement with Salvation Army for Warming Shelter.
1. Communication from the Director of Economic & Community Development, submitting a CDBG sub-recipient agreement to assist the Salvation Army in funding its Warming Shelter for the 2011 winter with \$7,500 that the City of Monroe programmed for the purpose of funding staffing at the facility, and recommending that Council approve the proposed CDBG sub-recipient agreement with the Salvation Army and authorize the City Manager to execute the agreement.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 232 Demolition Bid of the City Owned Structure at 1259 East Front Street.
1. Communication from the Building Official, reporting back on bids received for the demolition of the structure located at 1259 East Front Street, and recommending that Council award the contract in the amount of \$4,889 to A-Emergency Plumbing & Excavating and that a total of \$6,889 be encumbered to include a contingency of \$2,000 for any unforeseen costs associated with the demolition, and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.

233 Sterling Island Restoration – Great Lakes Restoration Initiative – EPA Grant Agreement Acceptance and Project Consultant Selection.

1. Communication from the Director of Engineering & Public Services, submitting an agreement with the United States Environmental Protection Agency (EPA) for Federal grant funds under their Great Lakes Restoration Initiative (GLRI) program for the restoration of Sterling Island, and recommending that Council accept the attached EPA Grant Agreement in the amount of \$500,000 (as listed) or up to \$529,600 if it can be amended, and that the City Manager or his designee be authorized to sign the agreement on behalf of the City of Monroe, and further recommending that Council award a professional services contract to Environmental Consulting & Technology in an amount not to exceed \$123,500.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

234 Restoring Fish Passage in the River Raisin Area of Concern (AOC) Phase 2 – Great Lakes Restoration Initiative – EPA Grant Agreement Acceptance and Project Consultant Selection.

1. Communication from the Director of Engineering & Public Services, reporting back on the EPA Grant Agreement and Project Consultant Selection to remediate all six (6) of the City's low head dams in the River Raisin, along with the Waterloo Dam, to provide for fish passage and other recreational opportunities in areas where these dams presently represent a substantial impairment, and recommending that Council accept the attached EPA Grant Agreement in the amount of \$1,495,000 and that the City Manager or his designee be authorized to sign the agreement on behalf of the City of Monroe, and further recommending that Council award a professional services contract to Cardno JFNew in an amount not to exceed \$335,500.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

235 Request to Obtain Water Main and Service Easements on Maple Boulevard – Water Department

1. Communication from the Director of Water & Wastewater Utilities, submitting a proposed water main and service easement agreement for property along Maple Boulevard between Lorain Street and Scottwood Avenue, and recommending that the attached agreement be approved, easement fees be paid to acquire said easement and that the Mayor and Clerk-Treasurer be authorized to execute the agreement on behalf of the City of Monroe in complete of the approved Fiscal Year 2011-2012 Capital Improvement Program Project.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

236 Authorizing the City of Monroe Downtown Development Authority to Purchase Property for the West Front Street and South Monroe Street Parking Lot and Greenspace Improvements.

1. Communication from the Director of Economic & Community Development, reporting back on an extensive study for the improvement of the parking lot and greenspace located at West Front Street and South Monroe Street, and recommending that Council authorize the Downtown Development Authority to purchase property for the West Front Street and South Monroe Street Parking Lot and Greenspace Improvements in accordance with the City of Monroe Downtown Development Plan #4 (June 18, 2007), within the area depicted on the approved site plan and subject to concurrence from the City Assessor or certified appraiser that the purchase prices are within a reasonable range for commercial property in the area.

2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

VII. MAYOR'S COMMENTS.

VIII. CITY MANAGER COMMUNICATION.

IX. COUNCIL COMMENTS.

X. CITIZEN COMMENTS

XI. ADJOURNMENT.

PROCLAMATION

- WHEREAS,** every day there are men, women, and children in Monroe County who do not have a place they can call home; and
- WHEREAS,** every year, public and private agencies observe Homeless Awareness Week to increase awareness and focus attention on the needs of homeless individuals and families; and
- WHEREAS,** The Monroe County Network on Homelessness and the Monroe County Ten Year Planning Committee are committed to the elimination of homelessness so that every person in our community has a home that is safe, affordable and accessible; and
- WHEREAS,** the Monroe City Council recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Monroe; and
- WHEREAS,** the theme of National Hunger and Homeless Awareness Week is, "Bringing America Home"; and
- WHEREAS,** the City of Monroe supports the vision of the Monroe County Network on Homelessness and the Ten Year Planning Committee to end homelessness and we pledge our continued support to seek solutions to eradicate homelessness.

NOW, THEREFORE, I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim the week of November 13 – 19, 2011, as "**HOMELESS AWARENESS WEEK**" in Monroe, and we encourage all citizens to recognize and support the efforts of service agencies working toward ending homelessness.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 7th day of November 2011.

Robert E. Clark, Mayor

Council Members:

Jeffery A. Hensley, Precinct 1

Edward F. Paisley, Precinct 2

Christopher M. Bica, Precinct 3

Jeremy J. Molenda, Precinct 4

Mary V. Conner, Precinct 5

Brian P. Beneteau, Precinct 6



CITY COUNCIL AGENDA FACT SHEET

Public Hearing
New Business

RELATING TO: Consider Formation of an Obsolete Properties Rehabilitation Act (OPRA) District for the Detroit Stoker Company property located at East First Street and Conant Avenue.

DISCUSSION: City staff have been in discussions with the Detroit Stoker Company regarding potential redevelopment of their property located at 1510 East First Street for the past 6-9 months. The company hopes to rehabilitate their offices and portions of the warehouse buildings to correct obsolescence, increase efficiency, and improve the overall work environment for their employees. Parts of the building date back to the late 1800's and has been occupied by several manufacturing companies through the years. Presently the Detroit Stoker Company uses the antiquated facility as its main office, research / development, marketing, sales, and shipping center. These operations are housed in approximately 28,000 square feet of one story office space with approximately 3,400 square feet of second floor office area in the oldest part of the structure. Detroit Stoker wishes to renovate and modernize this location maintaining their headquarters in the City of Monroe. The Company projects that growth could occur in time to perhaps double the 40 plus jobs presently located here.

In response to property tax incentive discussions with Detroit Stoker, the City of Monroe Assessing Dept. reviewed the property taxes currently collected on the subject property as governed by the General Property Tax Act. One of the findings of this review included the use of the property for "industrial" activity has declined over time and the predominant use of the property was now office or "commercial." Therefore, the City Assessor has changed the property classification from industrial to commercial for property tax purposes. In the short term, the effect of this review was positive for the company in terms of property taxes paid because of a taxable value that was adjusted to remove "work in progress." However, the longer term impact of the change from industrial to commercial classification will likely result in an increase in the amount of property taxes paid on existing and any future personal property. This change could also impact decisions by the company for future investment in the property.

Based on the current commercial classification, one of the possible property tax incentives that could be applied to the property would be an Obsolete Property Rehabilitation Act (OPRA) abatement. The local unit of government must first establish an Obsolete Property Rehabilitation District. A resolution must be passed that determines the district to be an area characterized by obsolete properties. Prior to adopting a resolution, the community must give written notice by certified mail to all owners of all real property within the proposed district. Also, a public hearing must be held prior to adopting the resolution. With the establishment of the district, the owner of an obsolete property can submit an application to the local unit of government for an obsolete property rehabilitation exemption certificate.

IT IS RECOMMENDED that the City Council, following consideration of any comments received at the public hearing, approve the formation of an Obsolete Properties Rehabilitation Act District for the Detroit Stoker Company property located at East First Street and Conant Avenue, in the form of the attached resolution.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 21, 2011

REASON FOR DEADLINE: Planned start date of rehabilitation project by the Detroit Stoker Company and requirement that the OPRA District be established BEFORE initiation of the project.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Assessing Department, Clerk/Treasurer's Office, Department of Economic and Community Development, Other Taxing Jurisdictions (LET, Monroe Public Schools, ISD, Library, Monroe County, Community College)

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 0
	Cost of This Project Approval	\$ 0*
	Related Annual Operating Cost	\$ 0
	Increased Revenue Expected/Year:	\$ 0

* The formation of the District only makes projects ELIGIBLE for a property tax abatement. An application must be filed with the actual project values and is subject to review by the City.

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

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 10/31/2011

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: November 7, 2011

RESOLUTION

Establishing an Obsolete Property Rehabilitation Act (OPRA) District for the Detroit Stoker Company

WHEREAS, pursuant to Act No. 146 of the Public Acts of 2000, the Monroe City Council has the authority to establish "Obsolete Property Rehabilitation Act Districts" within the City of Monroe; and

WHEREAS, the Economic Development Review Committee has recommended establishment of an Obsolete Property Rehabilitation Act (OPRA) District hereinafter described; and

WHEREAS, this City Council of the City of Monroe sets forth a finding and determination that the proposed district meets the requirements set forth in section 3(1) of Public Act 146 of 2000; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed district, and to the public by newspaper advertisement in the Monroe Evening News and public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on November 7, 2011 a public hearing was held and all residents and taxpayers of the City of Monroe were afforded an opportunity to be heard thereon; and

WHEREAS, the Monroe City Council deems it to be in the public interest of the City of Monroe to establish the Obsolete Property Rehabilitation Act District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Monroe City Council that the following described parcel of land situated in the City of Monroe, County of Monroe, and State of Michigan, to wit:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST FIRST ST AND THE EAST LINE OF CONANT AVE; THENCE SOUTH 55D 30M 00S EAST 382 FT; THENCE SOUTH 34D 12M 33S WEST 1040.12 FT; THENCE NORTH 55D 30M 00S WEST 382 FT; THENCE NORTH 34D 29M 00S EAST 378 FT; THENCE SOUTH 55D 31M 00S EAST 90 FT; THENCE NORTH 34D 25M 42S EAST 300.1 FT; THENCE NORTH 55D 31M 00S WEST 90 FT; THENCE NORTH 34D 29M 00S EAST 362 FT TO POINT OF BEGINNING CONTAINING 8.50 ACRES MORE OR LESS (THE ABOVE DESCRIPTION INCLUDES CONANT AVE PLAT LOTS 1 THRU 12)

Be and here is established as an Obsolete Property Rehabilitation Act District pursuant to the provisions of Act No. 146 of the Public Acts of 2000 to be known as the East First Street and Conant Avenue Obsolete Property Rehabilitation Act District.

Motion:
Seconded By:

52 Ayes:
53 Nays:
54 Absent:

55

56 **RESOLUTION DECLARED ADOPTED**

57

58 I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, County of Monroe, State
59 of Michigan, do hereby certify that the foregoing is an exact copy of a Resolution
60 adopted by the City Council of said City, at a regular meeting thereof held on the 7th day
61 of November 2011.

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Charles D. Evans
City Clerk-Treasurer

**CITY OF MONROE
ECONOMIC DEVELOPMENT REVIEW COMMITTEE
MEETING MINUTES
MONDAY, OCTOBER 24, 2011
FIRST FLOOR CONFERENCE ROOM
MONROE CITY HALL**

The meeting was called to order by George Brown, Chairperson at 9:05 AM

1. Roll Call

Present: Robert E. Clark, Mayor
George Brown, City Manager
Sam Guich, City Assessor
Tom Ready, City Attorney
Dan Swallow, Director of Economic and Community Development

Absent Excused: Brian Beneteau, City Councilperson

2. Consent Agenda

- A. Approval of the Agenda
- B. Approval of the Minutes from October 3, 2011

Motion by City Attorney Ready, seconded by Mayor Clark to approve the consent agenda including the proposed meeting agenda and minutes as presented.

Motion Passed Unanimously

3. Old Business

- A. Consider Formation of an Obsolete Properties Rehabilitation Act (OPRA) District for the Area near E. First Street and Conant Avenue (Detroit Stoker Property).

Director Swallow stated that this item was postponed from the October 3 meeting to allow time for preparation of proposed OPRA District boundaries for the Committee to consider. Enclosed with the agenda packet was a draft map and legal description for an area at the southeast corner of East First Street and Conant Ave. The proposed district is entirely contained on Detroit Stoker Company's property, and includes the roughly the western half of the property known as 1510 East First Street. The primary reasoning behind the proposed boundaries was to include the area of potential redevelopment by Detroit Stoker. Because the surrounding property is zoned and master planned either industrial or residential, the proposed district boundaries were limited to the anticipated redevelopment area. Swallow noted there is an area of vacant land to the south that could also be excluded, but it was proposed as part of the district to keep the boundaries more regular and logical.

The Committee members discussed the fact that the property owner could potentially benefit from an OPRA tax abatement on the vacant land if it was included. Swallow noted that the company would have to apply for any future tax abatement, which would be subject to review by the City. Chairperson Brown inquired if the City wanted to encourage “commercial” development in this area as the OPRA statute is limited to commercial redevelopment. The statutory language was reviewed, which allows for up to a 100% increase in existing floor area to be included in an OPRA abatement as “rehabilitated property.” The Committee agreed that while further commercial development was not likely and was not contemplated in the current zoning, that it would be acceptable to include the area vacant land in the proposed district because the City has the ability to further review any tax abatement applications.

Motion by City Attorney Ready, seconded by Mayor Clark to recommend to City Council formation of an OPRA District in accordance with the attached map and legal description.

Motion Passed Unanimously

4. New Business

None

5. Communications

A. Update on Michigan Community Revitalization Program Legislation (SB 566-568)

Director Swallow announced that the legislation that will create development incentives to replace the former Michigan Business Tax credits is currently making its way through the legislature. The Michigan Municipal League has done a good job of reviewing this legislation and the City staff will also be submitting comments. The primary concern is that the level of funding previously allocated to these incentives such as the Brownfield Credits and Historic Credits had been significantly reduced and the City believes that core communities like Monroe need a greater ability to access these funds.

6. Adjournment

CITY OF MONROE
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

PUBLIC HEARING NOTICE
PROPOSED OBSOLETE PROPERTY REHABILITATION ACT DISTRICT

TO: Board of County Commissioners and Treasurer of the County of Monroe
Monroe County Community College Board of Trustees- Treasurer
Monroe County Intermediate School District Board- Treasurer
Monroe County Library Board- Treasurer
Monroe Public Schools Board of Education- Treasurer
Lake Erie Transit Authority
City of Monroe Assessor's Office
City of Monroe Clerk/Treasurer's Office
Michigan State Tax Commission
Detroit Stoker Company

FROM: Dan Swallow
Director of Economic and Community Development

SUBJECT: Notice of public hearing on a proposed Obsolete Property Rehabilitation Act (OPRA)
District for property generally located at the southeast corner of East First Street and
Conant Avenue

DATE: October 25, 2011

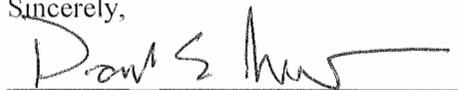
Enclosed you will find a Public Hearing Notice relating to a proposed Obsolete Property Rehabilitation Act (OPRA) District pursuant to Public Act 146 of 2000, as amended, for property generally located at the southeast corner of East First Street and Conant Avenue in the City of Monroe.

City Council may approve a request for an Obsolete Property Rehabilitation District in an area characterized by obsolete commercial property or commercial housing. Copies and maps of the proposed OPRA district are available for public inspection at the office of the City Clerk-Treasurer.

The Public Hearing will be held at the Monday, November 7, 2011 Monroe City Council meeting. The meeting will begin at 7:30 PM and will take place in Council Chambers of Monroe City Hall at 120 East First Street, Monroe, Michigan 48161. Written comments received before 12:00 noon on November 7, 2011 will also be considered. Any written comments should be provided to the Office of the City Clerk/Treasurer located within Monroe City Hall at the above noted address.

If you should have any questions regarding the upcoming Public Hearing or the enclosed material, please feel free to contact the Department of Economic and Community Development at (734) 384-9134.

Sincerely,



Daniel E. Swallow
Director of Economic and Community Development

Enclosure

**PUBLIC HEARING NOTICE
CITY OF MONROE**

On Monday, November 7, 2011 at 7:30 P.M., the Monroe City Council will conduct a PUBLIC HEARING at Monroe City Hall, 120 East First Street, Monroe, MI 48161 for the purpose of reviewing and hearing comments on the following:

A proposed Obsolete Property Rehabilitation Act (OPRA) District pursuant to Public Act 146 of 2000, as amended, for property generally located at the southeast corner of East First Street and Conant Avenue with the following legal description:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST FIRST ST AND THE EAST LINE OF CONANT AVE; THENCE SOUTH 55D 30M 00S EAST 382 FT; THENCE SOUTH 34D 12M 33S WEST 1040.12 FT; THENCE NORTH 55D 30M 00S WEST 382 FT; THENCE NORTH 34D 29M 00S EAST 378 FT; THENCE SOUTH 55D 31M 00S EAST 90 FT; THENCE NORTH 34D 25M 42S EAST 300.1 FT; THENCE NORTH 55D 31M 00S WEST 90 FT; THENCE NORTH 34D 29M 00S EAST 362 FT TO POINT OF BEGINNING CONTAINING 8.50 ACRES MORE OR LESS (THE ABOVE DESCRIPTION INCLUDES CONANT AVE PLAT LOTS 1 THRU 12).

City Council may approve a request for an Obsolete Property Rehabilitation District in an area characterized by obsolete commercial property or commercial housing. Copies and maps of the proposed OPRA district are available for public inspection at the office of the City Clerk-Treasurer.

Individuals with disabilities who require special accommodations, auxiliary aids or services to attend or participate in this hearing should contact the City Clerk-Treasurer at (734) 384-9138. Reasonable advance notice is required.

Further information can be obtained by contacting the Planning Office at (734) 384-9134. Written comments received before 12:00 noon, Monday, November 7, 2011 will also be considered and should be sent to the Monroe City Hall address.

Dan Swallow
Director of Economic and Community Development

October 26, 2011

EAST FIRST ST. AND CONANT AVE. OPRA DISTRICT

CITY OF MONROE - 10/20/11



E 1st St

Conant Ave

E 3rd St

EAST FIRST ST AND CONANT AVE OPRA DISTRICT DESCRIPTION

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST FIRST ST AND THE EAST LINE OF CONANT AVE; THENCE SOUTH 55D 30M 00S EAST 382 FT; THENCE SOUTH 34D 12M 33S WEST 1040.12 FT; THENCE NORTH 55D 30M 00S WEST 382 FT; THENCE NORTH 34D 29M 00S EAST 378 FT; THENCE SOUTH 55D 31M 00S EAST 90 FT; THENCE NORTH 34D 25M 42S EAST 300.1 FT; THENCE NORTH 55D 31M 00S WEST 90 FT; THENCE NORTH 34D 29M 00S EAST 362 FT TO POINT OF BEGINNING CONTAINING 8.50 ACRES MORE OR LESS (THE ABOVE DESCRIPTION INCLUDES CONANT AVE PLAT LOTS 1 THRU 12).

Detroit Stoker Incentive Analysis

Property Tax Review by Assessor's Office

In response to incentive discussions, the City of Monroe Assessing Dept. reviewed the property taxes currently collected on the subject property as governed by the General Property Tax Act. One of the findings of this review included the use of the property for "industrial" activities has declined over time and that the predominant use of the property is now office or "commercial." The State Tax Act requires that the Assessor accurately classify properties. Therefore, the City Assessor has changed the property classification from industrial to commercial for property tax purposes. This does not affect in any way the zoning or other land use regulations for the property which remain industrial.

In the short term, the effect of this review was positive for the company in terms of property taxes paid and resulted in a net credit to the company because of the taxable value that was removed for "work in progress." However, the longer term effect of the change from industrial classification to commercial classification will result in a higher millage rate applied to the personal property, and *could* result in a small increase in the amount of property taxes paid on the existing and future personal property. This change in classification does not reflect any of the proposed changes discussed with the applicant including demolition of vacant structures on the property or possible property tax incentives currently being reviewed by the company. The proposed demolition of the vacant buildings would reduce the assessed and taxable value of the property, and the incentives would exempt a portion of the property or freeze the taxable values, resulting in a reduced property tax bill.

Property Tax Incentives

Obsolete Property Rehabilitation Act (OPRA) - Public Act 146 of 2000

Based on the current use of the property and the shift to a commercial classification, a possible property tax incentive that could be applied to the property would be the OPRA. If approved for an OPRA incentive, the taxable value of the remaining buildings (real property) on the property would be frozen at their current values for a period of up to 12-years. This incentive would be particularly advantageous if the company plans to complete major renovations to the office building and wanted to avoid any potential increase in taxable value for that building. See **Appendix A** for a more detailed description and example possible property tax savings.

New Personal Property Exemption ("328" Exemption) – Public Act 328 of 1998

This exemption creates a district where any new (purchased new or moved into state of Michigan) personal property is 100% exempt from personal property taxes. This incentive would be particularly advantageous if the company plans to add a large amount of new personal property (i.e. equipment, computers, furniture, etc.) to the site. See **Appendix B** for a more detailed description and example of possible property tax savings.

Detroit Stoker Incentive Analysis

Industrial Facilities Tax Exemption (IFE) – Public Act 198 of 1974

This incentive would only be available if the use of the property shifts back to a predominantly **industrial** use due to increase assembly, research and development or parts distribution. The IFE provides 50% tax abatement on any new (constructed, replaced, purchased new or moved into state of Michigan) real and personal property. See **Appendix C** for a more detailed description and example of possible property tax savings.

Brownfield Redevelopment Act (BRA) and Brownfield Grants – Public Act 381 or 1996

If the property is determined to be obsolete or contain environmental contamination that is in need of remediation (Exp. Lead Paint, Asbestos, Soil Contamination, etc.), the City of Monroe Brownfield Redevelopment Authority (BRA) could assist in developing a plan and providing reimbursement for the company's cost in correcting these issues. The cost of public infrastructure improvements for a project (Exp. Water, sewer or storm) can also be covered through a Brownfield plan. This incentive works by determining if a project will have a net increase in taxable value. The incremental increase in property taxes can then be captured by the BRA and used to reimburse the company for their eligible expenses (Exp. Demolition, Lead paint or asbestos removal and disposal, clean up of soils, public infrastructure, etc.). The BRA can also choose to sell bonds to pay for the improvements and then use the increased taxes to repay those bonds. The key to this incentive is there must be a net increase in taxable value for the BRA to capture the increase taxes. The State of Michigan is also working on a replacement for the Brownfield tax credit that will provide grants and low-interest loans for Brownfield projects. See **Appendix D** for a more detailed description and example of possible reimbursements.

State of Michigan Incentives

- Low interest loans
- Possible grant through MEGA Board action (highly competitive)
- Brownfield grant or loan (under development)

Impacts of Proposed Demolition of Vacant Buildings

The City Assessor has assigned a value to each of the occupied and vacant buildings currently located on the property. By demolishing some of the buildings, the associated values would be removed from the total assessed value of the property. This action would **not** directly increase the value of the underlying land unless sales records showed a higher value for similarly situated, vacant, industrial land within the City. **Appendix E** lists all of the buildings currently tracked on the assessment records. An estimated adjustment in assessed and taxable value is provided in the attached table dated 4-28-11.

Current Estimated taxable value (50% of TCV) of buildings: \$1,467,822

Estimated taxable value of building AFTER demolition of Buildings 7-24: \$885,501

Reduction in Taxable Value: \$582,321

$\$582,321 * .05579$ (Millage Rate) = **\$32,488 Annual reduction in property taxes following demolition**

Note: This reduction may be partially offset by other improvements to the property which may or may not be the subject of one of the property tax incentives.

Detroit Stoker Incentive Analysis

Appendix A

Obsolete Property Rehabilitation Act (OPRA) - Public Act 146 of 2000

The OPRA incentive is used to encourage the redevelopment of blighted buildings. In many cases, this could be an abandoned, multi-story industrial building that is now more suited for commercial or residential rental units. To the developer, the advantage is savings on property taxes. The tax incentives essentially freeze the local property taxes for up to 12 years, exempting from local property tax all real property improvements. In addition, the State Treasurer has the ability to exempt one-half of the school millage for up to six years on 25 projects per year.

Process

The local unit of government must first establish an Obsolete Property Rehabilitation District. A resolution must be passed that determines the district to be an area characterized by obsolete properties. Prior to adopting a resolution, the community must give written notice by certified mail to all owners of all real property within the proposed district. Also, a public hearing must be held prior to adopting the resolution, with a public notice required not less than 10 days or more than 30 days prior to the date of the hearing. Second, with the establishment of the district, the owner of an obsolete property can submit an application to the local unit of government for an obsolete property rehabilitation exemption certificate. Once a completed application is received, the clerk must notify the assessor and each taxing unit that levies property taxes (e.g. county, community college, library, etc...). Following the notice, a public hearing is required. The community can determine the number of years to apply the incentive, up to 12 years. The public hearings for the district and the exemption certificate may be held on the same day, but with individual public hearings. Once approved locally, the application and resolution must be sent to the State Tax Commission. The State Tax Commission has 60 days to approve or disapprove the request. To apply for the abatement of school millage, the developer must make note of this on the application form.

Example of Property Tax Savings

Proposed Investment in Building(s): \$700,000 = ~\$490,000 Increase in Assessed Value (Could be LESS)

\$245,000 Taxable Value * .05579 (Millage Rate) = \$13,670 Tax **EXEMPT FROM TAX FOR 12-YEARS**

\$13,670 X 12 = **\$164,040 in TAX SAVINGS over 12-years**

Note: Assumes value of property improvements would result in assessed value increase of ~70% of investment and constant building values over 12-years

Detroit Stoker Incentive Analysis

APPENDIX B

New Personal Property Exemption (“328” Exemption) – Public Act 328 of 1998

Abatements under P.A. 328 reduce property taxes by the full millage rate (including state and local levies). The eligible local units may, by resolution, exempt new personal property in any of the following areas: an industrial development district (P.A. 198 of 1974), a Renaissance Zone, an enterprise zone, a Brownfield redevelopment zone, an empowerment zone, a tax increment financing district, a local development financing district, or a downtown development district. The local community and the business negotiate the length of abatement for the new personal property tax. The law does not contain a maximum or minimum number of years.

Process

Eligible projects include manufacturing, mining, research and development, wholesale trade and office operations. Businesses may apply for the abatement through their local taxing unit if located in an eligible community. Locally approved applications are filed with the State Tax Commission (STC), which must approve or deny the local resolution within 60 days. The State Treasurer, with the written consent of the Michigan Economic Development Corporation (MEDC), is required to provide advice to the STC as to whether the exemption is necessary to “reduce unemployment, promote economic growth, and increase capital investment.” New personal property is property not previously subject to property taxes in any other jurisdiction in this state. This includes personal property already in Michigan, but exempt for another reason (i.e. if owned by a local unit of government).

Example of Property Tax Savings

Proposed Investment in Personal Property: \$600,000

\$300,000 Taxable Value Yr. 1 * .04379 (Millage Rate) = \$13,137 Tax **EXEMPT FROM TAX FOR 12-YEARS**

\$267,000 Taxable Value Yr. 2 * .04379 (Millage Rate) = \$11,693 Tax

\$228,000 Taxable Value Yr. 3 * .04379 (Millage Rate) = \$9,984 Tax

\$201,000 Taxable Value Yr. 4 * .04379 (Millage Rate) = \$8,802 Tax

\$180,000 Taxable Value Yr. 5 * .04370 (Millage Rate)= \$7,882 Tax

ASSUMES PARTIAL REPLACEMENT STARTS AFTER 5-YEARS (TAXABLE VALUE HELD CONSTANT)

\$180,000 Taxable Value Yrs. 6-12 \$7882 * 7 Years = \$55,174 Tax

Total tax savings over 12-years = \$106,672

Note: Any new personal property placed in the district after approval of the 328 Exemption would be exempt from personal property tax.

Detroit Stoker Incentive Analysis

APPENDIX C

Industrial Facilities Tax Exemption (IFE) – Public Act 198 of 1974

The exemption applies to buildings, building improvements, machinery, equipment, furniture and fixtures. Real and personal property are eligible whether owned or leased (provided the lessee is liable for payment of taxes on the property). The exemption covers only the specific project that is the subject of the application. Any buildings and equipment that existed prior to construction of a new facility are not exempt. If the project is for rehabilitation, the value of any pre-existing obsolete property is exempt from ad valorem property taxes, but will be used as the base for the IFE. Similarly, any structures or equipment added after completion of the project are fully taxable. Land is specifically excluded from the benefits of the act and is fully taxable.

The New Industrial Personal Property Exemption and IFE Treatment

Under the reforms related to the Michigan Business Tax (MBT), industrial personal property situated on industrial parcels will automatically be exempt from the 6-mill State Education Tax (SET) and 18 mills for local schools. The automatic exemption of 24 mills will continue after the IFE expires. The remaining local mills will be abated 50% under P.A. 198.

Example of Property Tax Savings

Real Property:

Proposed Investment in Building(s): \$700,000 = ~\$490,000 Increase in Assessed Value (Could be LESS)
\$245,000 Taxable Value * .02790 (IFE Millage Rate) = \$6,836 Tax **EXEMPT FROM TAX FOR 12-YEARS**

\$6,836 X 12 = \$82,032 in real property Tax Savings over 12-years

Note: Assumes value of property improvements would result in assessed value increase of ~70% of investment and constant building values over 12-years

Personal Property:

Proposed Investment in Personal Property: \$600,000

\$300,000 Taxable Value Yr. 1 * .01590 (IFE Millage Rate) = \$4,770 Tax

\$267,000 Taxable Value Yr. 2 * .01590 (IFE Millage Rate) = \$4,245 Tax

\$228,000 Taxable Value Yr. 3 * .01590 (IFE Millage Rate) = \$3,625 Tax

\$201,000 Taxable Value Yr. 4 * .01590 (IFE Millage Rate) = \$3,196 Tax

\$180,000 Taxable Value Yr. 5 * .01590 (IFE Millage Rate) = \$2,862 Tax

ASSUMES PARTIAL REPLACEMENT STARTS AFTER 5-YEARS (TAXABLE VALUE HELD CONSTANT)

\$180,000 Taxable Value Yrs. 6-12 \$2,862 * 7 Years = \$20,034 Tax

Total personal property tax savings over 12-years = \$38,732

Combined REAL & PERSONAL tax savings: \$120,764 over 12-years

Detroit Stoker Incentive Analysis

APPENDIX D

Brownfield Redevelopment Act (BRA) and Brownfield Grants – Public Act 381 or 1996

Contaminated properties defined as “facilities” are eligible for tax increment financing (TIF) through the local Brownfield Redevelopment Authority (BRA). Eligible environmental activities include Baseline Environmental Assessments (BEAs) and due care and additional response activities. Projects may also be eligible for TIF to perform non-environmental activities including demolition, lead and asbestos abatement, public infrastructure improvements, and site preparation. These projects must occur on eligible property (contaminated, blighted, or functionally obsolete) that is included in a locally approved Brownfield Plan. Projects seeking use of state school tax capture must receive approval from the MEGA Board. A development and reimbursement agreement between the BRA and the developer must be included along with an Act 381 work plan.

The State of Michigan is also developing a grant and loan program for Brownfield sites to replace the former Brownfield Tax Credits. The anticipation is that the grants and loans will follow a similar application process to the former tax credits and will be approved by the MEGA Chair for small grants and MEGA Board for large grants.

RESOLUTION

Establishing an Obsolete Property Rehabilitation Act (OPRA) District for the Detroit Stoker Company

WHEREAS, pursuant to Act No. 146 of the Public Acts of 2000, the Monroe City Council has the authority to establish "Obsolete Property Rehabilitation Act Districts" within the City of Monroe; and

WHEREAS, the Economic Development Review Committee has recommended establishment of an Obsolete Property Rehabilitation Act (OPRA) District hereinafter described; and

WHEREAS, this City Council of the City of Monroe sets forth a finding and determination that the proposed district meets the requirements set forth in section 3(1) of Public Act 146 of 2000; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed district, and to the public by newspaper advertisement in the Monroe Evening News and public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on November 7, 2011 a public hearing was held and all residents and taxpayers of the City of Monroe were afforded an opportunity to be heard thereon; and

WHEREAS, the Monroe City Council deems it to be in the public interest of the City of Monroe to establish the Obsolete Property Rehabilitation Act District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Monroe City Council that the following described parcel of land situated in the City of Monroe, County of Monroe, and State of Michigan, to wit:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST FIRST ST AND THE EAST LINE OF CONANT AVE; THENCE SOUTH 55D 30M 00S EAST 382 FT; THENCE SOUTH 34D 12M 33S WEST 1040.12 FT; THENCE NORTH 55D 30M 00S WEST 382 FT; THENCE NORTH 34D 29M 00S EAST 378 FT; THENCE SOUTH 55D 31M 00S EAST 90 FT; THENCE NORTH 34D 25M 42S EAST 300.1 FT; THENCE NORTH 55D 31M 00S WEST 90 FT; THENCE NORTH 34D 29M 00S EAST 362 FT TO POINT OF BEGINNING CONTAINING 8.50 ACRES MORE OR LESS (THE ABOVE DESCRIPTION INCLUDES CONANT AVE PLAT LOTS 1 THRU 12)

Be and here is established as an Obsolete Property Rehabilitation Act District pursuant to the provisions of Act No. 146 of the Public Acts of 2000 to be known as the East First Street and Conant Avenue Obsolete Property Rehabilitation Act District.

Motion:
Seconded By:

52 Ayes:
53 Nays:
54 Absent:

55

56 **RESOLUTION DECLARED ADOPTED**

57

58 I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, County of Monroe, State
59 of Michigan, do hereby certify that the foregoing is an exact copy of a Resolution
60 adopted by the City Council of said City, at a regular meeting thereof held on the 7th day
61 of November 2011.

62

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65

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Charles D. Evans
City Clerk-Treasurer



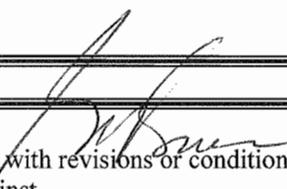
CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MICHIGAN MUNICIPAL LEAGUE BOARD OF DIRECTORS ELECTION

DISCUSSION: Pursuant to the request of the League, you are requested to take official action and cast your vote for the position of Board of Directors for the MML Liability and Property Pool. Attached is the official ballot provided by the MML.

It is recommended that you vote for the Board of Directors and forward the official ballot to the MML by November 10, 2011.

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: City Manager's Office

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	\$

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 10/19/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 11/7/11



michigan municipal league

Liability & Property Pool

1675 Green Road
Ann Arbor, MI 48105

TEL 734.662.3246 800.653.2483
FAX 734.662.8083
WEB www.mml.org

to	Members of the MML Liability and Property Pool	from	Michael J. Forster, Pool Administrator
cc		date	September 12, 2011
		subject	2011 Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) incumbent Directors have agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 10. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Liability and Property Pool*; the official ballot is located in the left navigation bar under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster
Pool Administrator

mforster@mml.org

RECEIVED
SEP 19 2011
CITY MANAGER'S OFFICE

THE CANDIDATES

Three-year terms beginning January 1, 2012

Jason Eppler, City Manager, City of Ionia



Jason has over seventeen years of experience as a municipal official, serving the last seven as the manager in Ionia. He is a member of the MML Transportation Infrastructure Committee, the International City Management Association and the Michigan Local Government Association. He also serves on the boards of the Sparrow-Ionia Hospital, its foundation, the Ionia County Chamber of Commerce and is past president of the Ionia County United Way. Jason is also a member and director of the Ionia Rotary Club and a director of the Ionia County Economic Alliance. He was appointed to the Michigan Municipal League Liability and Property Pool Board of Directors in 2008 and is seeking re-election to his second term.

Mark Slown, City Manager, City of Rogers City



Mark has more than twelve years of experience as a municipal official, serving as the city manager in Rogers City since September 2006. Prior to Rogers City, he was the city manager in Oxford, MI, and previous to that served 27 years in the U.S. Air Force. Mark has served on the MML Energy and Technology Committee, the MLGMA Summer Workshop Planning Committee and the MLGMA Experience and Awards Committee. He is also active in a number of local civic organizations. Mark was appointed to the Michigan Municipal League Liability and Property Pool Board of Directors in 2011 and is seeking his first term.

Michigan Municipal League
Liability & Property Pool

OFFICIAL BALLOT - 2011

Vote for two Directors by marking the line to the left of the name for three year terms beginning January 1, 2012.

_____ Jason Eppler, Incumbent
Manager, City of Ionia

_____ Mark Slown, Incumbent
Manager, City of Rogers City

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Director of the Michigan Municipal League Liability and Property Pool.

Official Signature

Date:

**Ballot deadline:
November 10, 2011**



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PROFESSIONAL CONSULTING LEAK DETECTION SURVEY SERVICES PROPOSAL FOR THE CITY OF MONROE WATER DEPARTMENT

DISCUSSION: The Water Department has a 6-Year Preventative Maintenance Program that includes a component of performing a leak detection survey on the water mains within each program year in an attempt to locate leaks. This is done so that repairs can be made ASAP to avoid losing treated water / reducing unaccounted for water, operating costs, losing revenue and minimizing potential property and infrastructure damage. Leak detection on the entire water system started in 2007 such that it is budgeted to complete Year 5 (~93 miles) of the program in Fiscal Year 2011-12 (see attached map).

Also attached is a proposal from Aqua-Line Leak Detection Services out of Findlay, OH to provide leak detection services within Year 5 of the Preventative Maintenance Program area on the water system. It is recommended to continue with the 6-Year Preventative Maintenance Program by completing leak detection within Year 5 in order to aggressively find leaks, make repairs, and ultimately save operating costs to maintain water rates. A final report will be provided once the survey is completed that outlines found leak locations along with estimated loss of water per day. The consultant completed similar services on Years 1 – 4 (~106 miles) along with assisting on numerous emergency water main breaks and service leaks such that they have performed creditably. For example, in the leak detection surveys completed for Years 1 – 4, the largest to smallest leaks found were 95,000 ~ 10 gallons per day. All leaks were repaired resulting in reduced operational costs.

Proposals were solicited from three firms specializing in this service area which resulted in the following:

-Aqua-Line Leak Detection Services out of Findlay, OH	\$9,765.00
-M.E. Simpson Co, Inc out of Valparaiso, IN	\$30,600.00
-American Leak Detection out of Whitmore Lake, MI	No Quote

Aqua-Line Leak Detection Services out of Findlay, OH provided the lowest cost along with the necessary support services to complete the work. The cost is representative with past projects and industry standards in which we are confident that the consultant will perform satisfactorily again for the City of Monroe.

IT IS RECOMMENDED that the proposal to provide Year 5 – Leak Detection Services as part of the Water Department 6-Year Preventative Maintenance Program be awarded to Aqua-Line Leak Detection Services out of Findlay, OH in the amount of \$9,765.00 in accordance with their proposal. **IT IS FURTHER RECOMMENDED** to authorize the City Manager or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).

CITY MANAGER RECOMMENDATION:

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

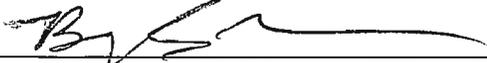
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: To complete the leak detection survey in order to find and repair leaks in the water 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: Water Department, Customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 9,765.00
Cost of This Project Approval	\$ 9,765.00
Related Annual Operating Cost	\$ 0
Increased Revenue Expected/Year	\$ 41,300.00

SOURCE OF FUNDS:

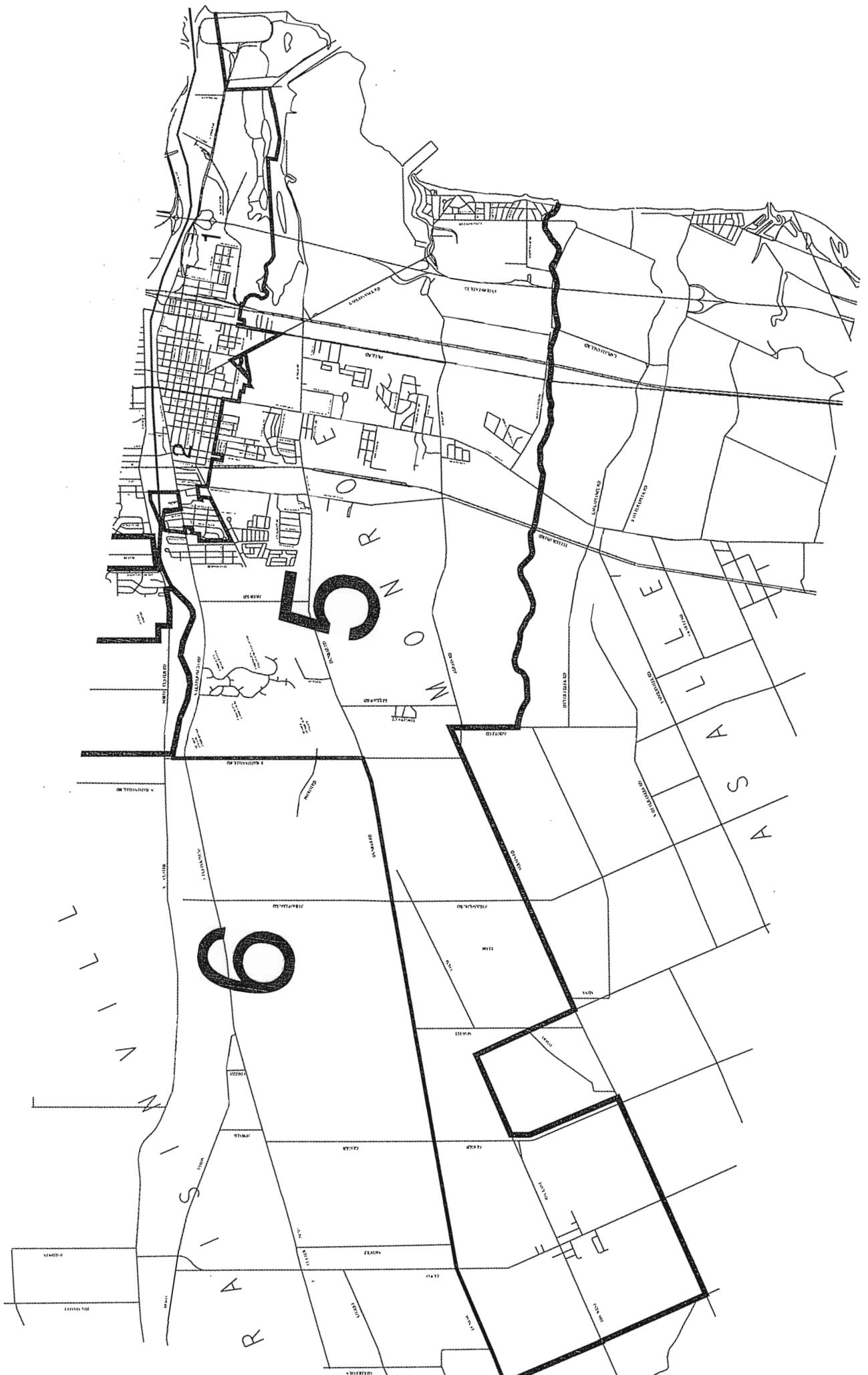
<u>City</u>	<u>Account Number</u>	<u>Amount</u>
General Contract Services	59140538 818020	\$ 9,765.00
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** October 21, 2011

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: November 7, 2011



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7

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P.O. Box 1612 ■ Findlay, OH 45839

– *Leak Detection Services* –

Toll Free: 1-888-GET LEAK ■ Fax: 419-424-0510
(1-888-438-5325)

22 September 2011

Mr. Kevin Armstrong
Water Distribution Superintendent
120 East First Street
Monroe, MI 48161-2170

Dear Mr. Armstrong:

Thank you for requesting a water leak detection survey proposal from Aqua-Line leak detection services. We will go the extra mile to provide you with top quality service 24 hours a day.

Most municipalities consider 10 percent water loss acceptable. But to attain this level, an active water leak detection and repair program must be in place. Finding and repairing water leaks will significantly reduce unaccounted for water and save you money in water purchasing costs.

Aqua-Line provides dependable, high-quality and reasonably priced water leak detection services for municipal, commercial, industrial and residential customers. We use the most advanced correlation equipment to conduct comprehensive listening surveys, computerized leak pinpointing, and line location.

I would like to thank you for using Aqua-Line for your leak detection needs. Please call our toll free number if you have any questions.

Sincerely,

Stephen C. Smith

PROPOSAL FOR WATER DISTRIBUTION SYSTEM
LEAK DETECTION SURVEY SERVICES
FOR
THE CITY OF MONROE, MICHIGAN

22 SEPTEMBER 2011

PREPARED FOR:
KEVIN ARMSTRONG, WATER DISTRIBUTION SUPERINTENDENT

PREPARED BY:
AQUA-LINE LEAK DETECTION SERVICES
P.O. BOX 1612
FINDLAY, OHIO 45839

This information is "PROPRIETARY AND CONFIDENTIAL", is the exclusive property of Aqua-Line Leak Detection Services and shall not be copied or disseminated without its prior written consent. Aqua-Line assumes no responsibility or liability for the reliance hereon or use hereof by anyone other than the party to whom it is addressed. This proposal is valid until 1 December 2012.

TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION.....	1
2.0 SCOPE OF SERVICES PROVIDED BY AQUA-LINE.....	2
3.0 CLIENT'S RESPONSIBILITIES.....	3
4.0 PROJECT PRICE, BILLING AND PAYMENT TERMS.....	4
5.0 AQUA-LINE REFERENCES.....	5

1.0 INTRODUCTION

Thank you for the opportunity to present a proposal for leak detection services for your municipality. Aqua-Line uses state-of-the-art technology for unintrusively detecting and pinpointing water leaks in pressurized water distribution systems. Successfully locating leaks using our system can result in significant monetary savings through reduced operating costs, increased labor productivity, while improving overall water distribution system operations.

Aqua-Line uses the Fluid Conservation Systems (FCS) AccuCorr 3000 Leak Correlator, the most advanced portable microprocessor system on the market for pinpointing water leaks. Moreover, we use the new FCS S30 surveyor which provides superior leak detection performance on all types of pipe during the initial phase of the leak detection survey.

Aqua-Line has a strong track record of customer satisfaction. Our proven surveying methods, superior equipment, experienced and fully qualified technicians and competitive rates provide you with the best possible leak detection survey available today.

2.0 SCOPE OF SERVICES PROVIDED BY AQUA-LINE

Aqua-Line will perform a leak detection survey of the water distribution system for the City of Monroe, Michigan. The following tasks are included:

- Prior to mobilization, we will review existing water distribution system maps, street maps, any applicable water system reports, storage and pumpage records.
- We will conduct a leak detection and location survey using sonic detection and computer correlation equipment on approximately 93 miles of the water distribution system. We will make contact with the system at all exposed valves, fire hydrants and selected service connections as required. **Contact with service connections is critical on sections of your plastic and lined cast iron pipe.** Following an initial sonic leak survey of the system, any evidence of leaks will be confirmed with a second survey. At this stage, all leaks will be pinpointed with a computer programmed leak correlator. Excavating will not be necessary for this non-intrusive survey. Valves and hydrants do not typically require operation during surveying and leak pinpointing, but may be required on a limited basis. We request your authorized representative conduct these valve or hydrant operations if required.
- If leakage into any storm or sanitary sewers is suspected, we will perform a visual examination of the appropriate sewer.
- The survey will be conducted during normal working hours, Monday through Friday, with the exception of leak detection performed during evening or early morning hours in high traffic areas. **We expect to complete the survey in 11 to 14 days.**
- We will provide daily reports on the progress of the survey, including water distribution system discrepancies noted, and diagrams to show the locations of leaks correlated.
- Aqua-Line will provide a final report (2 copies) describing the results of the survey. The report will include a summary of the project and will list all leakage correlated according to location, type, and estimated loss rate. Based upon the results of our survey, the report will also provided recommendations for controlling future water loss.

3.0 CLIENT'S RESPONSIBILITIES

Prior to mobilization by Aqua-Line, we request the City of Monroe provide the following information/assistance upon which Aqua-Line may rely without further independent verification:

- All available street maps, water storage and flow records, water distribution system maps, available plans for existing facilities, and any other pertinent information as needed.
- An experienced person possessing knowledge of the water distribution system, to **assist full-time** with field activities such as location of system components.
- **Access to valves, curb stops, and meter boxes by uncovering and cleaning valves and curb boxes where required prior to starting field operations.**

We respectfully request the City of Monroe agree to hold harmless and indemnify Aqua-Line against any liability arising out of the items in Section 3.0 above, for which the City of Monroe is responsible.

Additionally, Aqua-Line requests the City of Monroe designate an authorized representative to transmit instructions, receive information, interpret and define the cities policies and make decisions with respect to the services provided.

4.0 PROJECT PRICE, BILLING AND PAYMENT TERMS

Aqua-Line's lump sum price for providing the services described in Section 2.0 is **\$9,765.00.**

The above pricing is subject to renegotiation if authorization to proceed is not received by 1 December 2012.

Aqua-Line will bill this project monthly, with net payment due in 30 days. Past due invoices will be subject to a service charge at a rate of 1.5 percent per month. Unless provided with a written statement of any objections to a bill within 15 days of receipt, Aqua-Line will deem the bill to be acceptable to Client as submitted.

5.0 AQUA-LINE REFERENCES

<u>CITY</u>	<u>SURVEY MILES</u>	<u>CONTACT</u>	<u>PHONE</u>
1. SOUTH CTY WATER, MI	100+	SHANE HOWARD	734-847-0579
2. GROSSE ILE, MI	65	BARRY SEDLOCK	734-676-4422
3. SPAULDING TWP, MI	24	DON ACKERMAN	989-777-2733
4. WYANDOTTE, MI	110	BILL WEIRICH	734-324-7142
5. FRANKENMUTH, MI	75	KEN O'BRIEN	989-652-8987
6. BUENA VISTA TWP, MI	74	ROY HILL	989-752-1319
7. ROCKWOOD, MI	15	ADAM GRABETZ	734-379-6869
8. KINROSS TWP, MI	28	NORM PERKINS	906-495-5134
9. BIG RAPIDS, MI	56	CARMEN JOHNSON	231-796-6231
10. MACKINAC ISLAND, MI	12	BRUCE ZIMMERMAN	906-847-6130



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Consider Awarding Two (2) Community Development Block Grant FIX Projects to Pranam GlobalTech

DISCUSSION: As part of its Community Development Block Grant program, the City of Monroe has instituted a home rehabilitation program intended to provide low- and moderate-income homeowners an opportunity to make needed improvements to their homes. The assistance comes in the form of no interest, deferred loans of up to \$24,999. These loans do not have to be paid back as long as the recipients do not sell their home within five years of receiving the assistance. To gain bids for the two current projects, area contractors qualified to complete the work were sent bid packages.

The first project is located on West Front and involves replacing the home's boiler, water heater, basement windows, exterior siding and gutters in addition to upgrading the electrical service and insulating the walls. To complete the work listed, the lowest bid of \$17,500 was submitted by Pranam GlobalTech. The other bids received were \$28,100 from Global Green Service Group, LLC and \$32,185 from Carter Building Services.

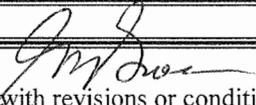
The second project is located on Walnut and involves re-roofing the home, adding gutters, installing a new furnace and air conditioning, replacing the screen and entry door at the home's two entrances, repairing the existing windows, patching and painting interior walls and ceilings, adding insulation, replacing the home's heat registers, installing a door on the home's crawlspace, making repairs to the bathroom and electrical upgrades. To complete the work listed, the lowest bid of \$20,920 was submitted by Pranam GlobalTech. The other bids received were \$29,969 from Global Green Service Group, LLC and \$30,638 from Carter Building Services.

All of the contractors bidding are certified to complete this work using lead-based paint safe work practices, as is required by the Department of Housing and Urban Development regulations.

[Note: Federal regulations require anonymity for program recipients.]

IT IS RECOMMENDED that City Council award two (2) Community Development Block Grant FIX contracts to Pranam GlobalTech with a budget of \$17,500 plus an additional \$3,500 in contingencies for the West Front project and a budget of \$20,920 plus an additional \$4,079 in contingencies for the Walnut project. It is also recommended that City Council authorize staff to take the necessary steps to complete each project in compliance with federal regulations, including drafting agreements to be signed by each homeowner and the contractor.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: No set deadline

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Economic and Community Development, Local homeowners

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 46,000
	Cost of This Project Approval	\$ 46,000
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ *

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

SOURCE OF FUNDS:	City	Account Number	Amount
	<u>Other Funds</u>	Community Development Block Grant 273.65.730.818.027	\$46,000

Budget Approval: 

FACT SHEET PREPARED BY: Matt Wallace, Planner

DATE: October 27, 2011

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

DATE: October 27, 2011

COUNCIL MEETING DATE: November 7, 2011

W. Front

All estimates should include permit costs. Work must be completed according to local building codes and doing so may include tasks not included in specifications. Please be aware Michigan Code specifies this home **will be required to have smoke detectors** after having the work below completed.

Replace Boiler

Remove existing hot water boiler.

Install new 90% efficient boiler, appropriately sized to service dwelling. Connect all existing piping to new boiler. All piping shall meet manufacturers' installation instructions.

Cost of Boiler: \$ 4,700

Replace Water Heater

Remove existing gas water heater.

Install new Energy Star rated 40 gal. water heater connected with liner down chimney or with PVC venting.

Cost of Water Heater: \$ 800

Electrical Upgrades/Changes

Eliminate all open splices in basement.

Install proper-sized junction boxes in basement.

Replace cable supports in basement with supports that meet code.

Install basement lighting that meets code.

Install 20 amp circuit and counter receptacles in kitchen.

Cost of Upgrades: \$ 1,250

Replace Basement Windows

Remove existing basement windows. Replace with Low E basement windows to code

Note: block windows do not meet current Michigan energy efficiency requirements.

Cost of Basement Windows: \$ 1,500

Replace Siding and Install insulation in walls

Remove existing aluminum siding (leaving any other existing underlying siding) and install blown-in insulation in wall cavities.

Install insulation to meet a minimum R-15.

Install water-resistive barrier in accordance with Section R703.2 of the 2006 MRC.

Install, according to manufacturer's specifications, Wolverine American Legend Vinyl Siding, or approved equal.

All J-Channel intersections shall be mitered.

Dispose of all waste and debris resulting from siding and insulation properly.

Cost of Siding and Insulation: \$ 7,500

Replace Gutters

Remove existing gutters, gutter attachments and downspouts.

Install new gutters and downspouts, matching existing dimensions and materials and replacing all existing downspouts.

Gutters shall be of the continuous design with no middle seams and supported with hidden hangers. (Gutters nails shall not be used)

Cost of Gutters: \$ 1,750

LEAD-BASED PAINT NOTICE

As this project is being financed with federal funds, all work that disturbs lead-based painted surfaces (as determined by a lead-based paint hazard assessment to be shared with the homeowner and the contractor) will require lead-based paint safe work practices. The contractor is also required to distribute the *Lead hazard information pamphlet*, as required by the U.S. Department of Housing and Urban Development.

It will also required that lead safe work practices be used in the interior work areas and that those areas are isolated from any area of the house considered to be free of lead-based hazards. For this reason, please submit a detailed description of the process you propose to use to ensure lead safe work practices within the home, which should be compliant with the rules detailed in 24 CFR 35.930.

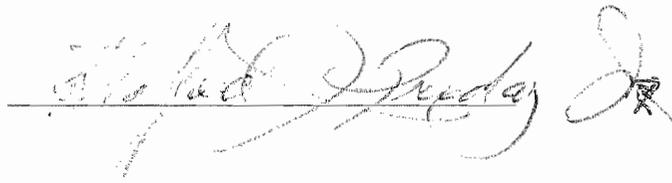
Please be aware that once the interior work has been completed, a clearance test will need to be performed while the work areas are still isolated from the rest of the home. This will require coordination between your workers, the City of Monroe and a certified lead testing professional. The City of Monroe will pay to have the initial assessment completed as well as the first clearance test. **Any clearance tests required beyond the initial test will be paid for by the contractor.**

Please include anticipated costs related to lead-based paint in each of the individual items listed in these specifications. The total cost given under "Estimated Cost of Lead Safe Practices" is intended to show extra costs added to the project by meeting these requirements. **It is the city's intent that the Lead Safe Practices costs be included in the Total Project Cost listed above this item.**

Total Project Cost: \$ 17,500

Estimated Cost of Lead Safe Practices: \$ 500

Homeowner Signature:
(to verify site visit)



WALNUT

All estimates should include permit costs. Work must be completed according to local building codes and doing so may include tasks not included in specifications. Please be aware Michigan Code specifies this home **will be required to have smoke detectors** after having the work below completed.

Replace Roof

Remove all existing shingles and flashings

Includes replacement of up to 50' of 1"x 6" roof boards or 3 sheets of 7/16 OSB

Additional sheeting at: \$ 54.00 per SHEET

Install 15 lb. felt underlayment on roof and 30 lb. roll roofing in all valleys if applicable

Install ice and water shield

Install new soil pipe flashing and stack pipe cover(s)

Install new metal step and counter flashing at chimney

If roof is found to have a pitch shallower than 4:12, install single ply roofing member or equal (contact housing rehab specialist to discuss method to be used)

Provide and install to manufacturer's specifications GAF, CertainTeed, or approved equal Class A laminated architectural type of shingles

Minimum 30 year warranty. Color: Homeowner's choice from samples provided by contractor

Install roof ventilation system per MRC 2006 requirements

If roof vents are used – use bird proof vents

Removed and dispose of all nails, scrap and debris

Provide manufacturer's warranty to housing rehab specialist

Cost of Roofing: \$ ~~7,500~~ 7,370

Add Gutters

Install new gutters and downspouts on the home. Gutters shall be of the continuous design with no middle seams supported with hidden hangers. (Gutter nails shall not be used). The downspouts must divert water a sufficient distance away from the home.

Cost of Gutters: \$ 1,000

Install New Furnace/Air Conditioning

Remove existing furnace. Replace with Energy Star rated (90% or better efficiency) gas furnace, appropriately sized for dwelling.

Install 13 seer central air conditioning unit, appropriately sized for dwelling.

Cost of furnace: \$ 3,000

Cost of Central Air: \$ 1,500

Replace entry/screen doors

Replace two (2) entry doors, one (1) in the front of the house and one (1) in the rear of the house. Use steel new construction door with a half-round window. Install new dead bolt and entry lock sets keyed alike. Install new interior casing and exterior aluminum trim on doors. Install two (2) Triple track aluminum self-storing storm doors – (Trapp, Fox or equivalent)

Cost of Entry Doors: \$ 1,200

Cost of Storm Doors: \$ 8,00

Repair "stops" on windows

The windows in the home have guards that prevent the windows from being opened all the way by somebody from outside the home (i.e. "burglar proof"). Repair this mechanism on any windows where it is broken.

Cost of Repairs: \$ 250

Patch and Paint Interior Walls and Ceilings as Needed

Inspect each interior wall and ceiling in the home for damage or deteriorated paint. Repair as necessary to smooth finish. At time of inspection, repairs were necessary in the yellow room adjacent to the kitchen, the bedroom next to the kitchen, the back bathroom and the living room.

Once repair work is complete, prepare rooms for painting (wash surface, tape off as necessary and place tarp over floor) and paint the affected ceilings/walls with two coats of homeowner's desired color and finish. If a wall is to be painted, paint the entire room to avoid visible difference in color.

Cost of Interior Repairs: \$ 1,000

Winterize Front Porch

Insulate walls and attic space above the enclosed front porch.

Cost of Insulation: \$ 800

Replace Heat Registers

Test the heat registers being used in the home and repair any that are found to be non-functional.

Cost of Heat Registers: \$ 750

Add door on crawlspace

Install appropriately sized, insulated door over entrance to the home's crawlspace.

Cost of Door: \$ 500

Bathroom Shower

Remove existing surround, tub and faucet from full bathroom. Inspect trap and existing plumbing and repair as needed. Install new tub, surround and faucet, all of which must meet current code.

Cost of Bathroom Repairs: \$ 1,500

Electrical Work

Install exterior light on front of dwelling
Install GFCI protection in kitchen outlet
Replace light switch in NW bedroom
Replace exhaust fan in South bathroom
Install switch for sitting room separate from kitchen switch
Install switches and light for basement stairs
Remove or properly install junction box for splice in cable above clothes washer
Install laundry circuit
Install and repair lighting in basement

Cost of Electrical: \$ 1,250

LEAD-BASED PAINT NOTICE

As this project is being financed with federal funds, all work that disturbs lead-based painted surfaces (as determined by a lead-based paint hazard assessment to be shared with the homeowner and the contractor) will require lead-based paint safe work practices. The contractor is also required to distribute the *Lead hazard information pamphlet*, as required by the U.S. Department of Housing and Urban Development.

It will also required that lead safe work practices be used in the interior work areas and that those areas are isolated from any area of the house considered to be free of lead-based hazards. For this reason, please submit a detailed description of the process you propose to use to ensure lead safe work practices within the home, which should be compliant with the rules detailed in 24 CFR 35.930.

Please be aware that once the interior work has been completed, a clearance test will need to be performed while the work areas are still isolated from the rest of the home. This will require coordination between your workers, the City of Monroe and a certified lead testing professional. The City of Monroe will pay to have the initial assessment completed as well as the first clearance test. **Any clearance tests required beyond the initial test will be paid for by the contractor.**

Please include anticipated costs related to lead-based paint in each of the individual items listed in these specifications. The total cost given under "Estimated Cost of Lead Safe Practices" is intended to show extra costs added to the project by meeting these requirements. **It is the city's intent that the Lead Safe Practices costs be included in the Total Project Cost listed above this item.**

Total Project Cost: \$ ~~17000~~ 20,920

Estimated Cost of Lead Safe Practices: \$ 900



Homeowner Signature: _____
(to verify site visit)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Consider Revising Budget for FIX Program Project at Almyra

DISCUSSION: On May 16, 2011, City Council approved a contract under the City of Monroe's FIX Program to complete a home rehabilitation at a property located on Almyra Avenue. The amount of the awarded contract was \$19,750 plus a contingency of \$3,950 for a total contract amount of \$23,700. Work to be completed for this amount included re-roofing the home, repairing the front porch steps, electrical upgrades and various interior repairs.

Once the work for this project commenced, it was discovered parts of the roof under the existing shingles needed re-sheeting. Additionally, the porch steps that were being demolished and re-set required a new approach from the sidewalk to the steps. Most importantly, once the shingles were removed from the structure's front porch roof, it was determined the porch roof would need rebuilt.

This involved reinforcing the roof by adding new rafters to the existing rotted wood frames. Additionally, the porch roof's fascia, trim and gutters all needed to be replaced due to the existing structure being rotted. Estimates given for these additional repairs took the total project cost up to \$24,150. Since the maximum project cost that can be incurred under the FIX Program is \$24,999, the homeowner inquired about the possibility of replacing the front entry door. The front entry door had originally been included in the job's specifications but had been eliminated as the project's scope was trimmed to stay within budget. The original estimate for replacing the front entry door had been \$1,200 but the contractor is willing to do the work for \$849 to keep the overall project beneath the program's maximum budget.

IT IS THEREFORE RECOMMENDED that City Council approve increasing this project's budget to \$24,999 to allow for payment of essential work that has already been completed and the replacement of the front entry door.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Timely payment of contractor

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Economic and Community Development, Local homeowners

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 24,999
Cost of This Project Approval	\$ 1,299
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ *

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

<u>SOURCE OF FUNDS:</u>	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>	Community Development Block Grant 273.65.730.818.027	\$24,999

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, Planner

DATE: October 27, 2011

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

DATE: October 27, 2011

COUNCIL MEETING DATE: November 7, 2011

All estimates should include permit costs. Work must be completed according to local building codes and doing so may include tasks not included in specifications.

Replace Roof on House and Porches

Remove all existing shingles and flashings

Includes replacement of up to 50' of 1"x 6" roof boards or 3 sheets of 7/16 OSB

Additional sheeting at: _____ per _____

1" X 6" boards at: _____ per _____

Install 15 lb. felt underlayment on roof and 30 lb. roll roofing in all valleys if applicable

Install ice and water shield

Install new soil pipe flashing and stack pipe cover(s)

Install new metal step and counter flashing at chimney

If roof is found to have a pitch shallower than 4:12, install single ply roofing member or equal (contact housing rehab specialist to discuss method to be used)

Provide and install to manufacturer's specifications GAF, CertainTeed, or approved equal Class A laminated architectural type of shingles

Minimum 30 year warranty. Color: Homeowner's choice from samples provided by contractor

Install roof ventilation system per MRC 2006 requirements

If roof vents are used – use bird proof vents

Remove and dispose of all nails, scrap and debris

Provide manufacturer's warranty to housing rehab specialist

Cost of Roofing: \$ _____

Repair Porch Steps

Repair or replace front porch steps. If replacing, demo existing and remove/dispose of all resulting debris. Install new handrail to code.

Cost of Repairing/Replacing Porch: Repair _____ / Replace _____

Replace Windows and Exterior Doors

Install sixteen (16) vinyl replacement double-hung windows – all windows, three (3) in front, five (5) on south side, six (6) on north side, and two (2) windows in rear - with Low-E glass and welded frame and sash. Include insulation and exterior aluminum trim around windows. Install interior wood trim if needed. Caulk all openings. Color should either match existing or match owner's request.

Cost of Window Replacement: \$ _____

Install five (5) Low E basement windows – all basement windows, two (2) on south side, two (2) on north side, and one (1) in rear – to code. *Note: block windows do not meet current Michigan energy efficiency requirements.*

Cost of Basement Windows: \$ _____

Replace two (2) entry doors, one (1) in the front of the house and one (1) in the rear of the house. Use steel new construction door with a half-round window. Install new dead bolt and entry lock sets keyed alike. Install new interior casing and exterior aluminum trim on doors. Install two (2) Triple track aluminum self-storing storm doors – (Trapp, Fox or equivalent)

Cost of Entry Doors: \$ _____

Cost of Storm Doors: \$ _____

Improve Electrical

Remove old overhead wiring from house to garage at southwest corner of house. Re-attach service riser cable.

Replace front and rear porch light fixtures. Test to ensure both work after replacement.

Install GFCI protection for kitchen receptacles.

Install receptacles in bedroom for a minimum of two per room on opposite walls.

Check each bedroom for a wall switch. Wire and install a wall switch for any which do not already have one.

Install receptacle for freezer in basement.

Ground junction box next to panel.

Replace missing junction box cover above washer.

Install properly sized junction box for MC cables above washer.

Remove cord and plug by the light near the washer.

Cost of Electrical Upgrades: \$ _____

Repair Downstairs Bathroom Floor/Door

Remove existing floor cover in bathroom. Inspect subfloor and repair as required. Install new linoleum to be selected by owner.

Remove existing bathroom door and install new with new door handle. Replace trim around door, matching existing color.

Cost of Bathroom Repairs: \$ _____

Other Interior Repairs

Inspect interior ceilings for structural damage and repair as necessary to smooth finish. At time of inspection, repairs were needed for the kitchen ceiling, each of the upstairs bedrooms and the upstairs hallway.

Once repair work is complete, prepare rooms for painting (tape off and place tarp over floor) and paint the affected ceilings with two coats of homeowner's desired color and finish.

Replace handrail for stairs to the second floor.

Cost of Interior Repairs: \$ _____

Basement Paint

Remove deteriorated, flaking paint in basement. Re-paint with appropriate finish to homeowner's desired color. *(Note: If paint is not found to be a lead-based paint hazard, this item and associated costs will be removed from project.)*

Cost of Painting Basement: \$ _____

Total Project Cost: \$ _____

LEAD-BASED PAINT NOTICE

As this project is being financed with federal funds, all work that disturbs lead-based painted surfaces (as determined by a lead-based paint hazard assessment to be shared with the homeowner and the contractor) will require lead-based paint safe work practices. The contractor is also required to distribute the *Lead hazard information pamphlet*, as required by the U.S. Department of Housing and Urban Development.

It will also required that lead safe work practices be used in the interior work areas and that those areas are isolated from any area of the house considered to be free of lead-based hazards. For this reason, please submit a detailed description of the process you propose to use to ensure lead safe work practices within the home, which should be compliant with the rules detailed in 24 CFR 35.930.

Please be aware that once the interior work has been completed, a clearance test will need to be performed while the work areas are still isolated from the rest of the home. This will require coordination between your workers, the City of Monroe and a certified lead testing professional.

Homeowner Signature: _____
(to verify site visit)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Repairs to Paula's House Women's Shelter funded by Community Development Block Grant (CDBG)

DISCUSSION: As part of its CDBG program, the City of Monroe has approved \$20,000 for repairs to the Paula's House women's transitional shelter at 902 N. Monroe Street. The condition of the facility was reviewed by the Planning Office and the Building Department and needed repairs were noted. A majority of these repairs could be completed under the Monroe County Opportunity Program's weatherization program. City staff, therefore, met with MCOP to determine what work could not be done with weatherization funds. The most pressing concerns that could not be paid with weatherization funds were replacing the building's inefficient windows and entry doors, and the deteriorated look of the facility's front porch.

Having completed inspections and evaluated the needs of the facility, city staff put out bids to contractors with lead-based paint certification and received bids from two (2) contractors. The lowest bid of \$17,500 came from Pranam GlobalTech. The other bid of \$20,885 came from Carter Building Services.

IT IS RECOMMENDED that City Council approve the low bid and authorize staff to carry out the project described with Pranam GlobalTech and a project budget of \$20,000. This budget includes a fourteen percent (14%) contingency.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: Fall 2011

REASON FOR DEADLINE: Maximize energy savings

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Community and Economic Development, Paula's House

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 20,000
	Cost of This Project Approval	\$ 20,000
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ 0

SOURCE OF FUNDS:	City	Account Number	Amount
	<u>Other Funds</u> CDBG	273.65.730-818.020	\$ 20,000

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, Planner



DATE: October 31, 2011

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

DATE: October 31, 2011

COUNCIL MEETING DATE: November 7, 2011

CITY OF MONROE

Paula's House
Contact: Tracy Blackwell
902 N. Monroe
Monroe, MI 48162
(734) 819-1747

SCOPE OF WORK

Bid proposals will **include cost of permits**. All work is to comply with current codes and ordinances. All measurements for cost estimating are responsibility of contractor.

Replace three (3) entry doors, two (2) on north of house and one (1) on west of house. Use steel new construction door with half-round window. Install new dead bolt and entry lock sets keyed alike. Install new interior casing and exterior aluminum trim on doors. Install one (1) Triple track aluminum self-storing storm doors – (Trapp, Fox or equivalent at same areas) on north entrance (owner will identify storm to be replaced). Please provide separate costs on steel entry and storm doors.

Entry doors \$ _____

Storm doors \$ _____

Install sixteen (16) vinyl replacement double-hung windows – four (4) on north, three (3) on west, six (6) on south and three (3) on east - with Low E glass and welded frame and sash. Include insulation and exterior aluminum trim around windows. Install interior wood trim if needed. Caulk all openings.

Install four (4) vinyl replacement attic windows – two (2) on north, two (2) on west – with Low E glass and welded frame and sash to match existing window profile. Include insulation and exterior aluminum trim around windows. Install interior wood trim if needed. Caulk all openings.

\$ _____

Install five (5) Low E basement windows to code. *Note: block windows do not meet current Michigan energy efficiency requirements.*

\$ _____

Install vinyl replacement windows and storm door for the entire porch enclosure.

\$ _____

Paint front porch with optimal procedure to improve the exterior look of the building while maintaining lead-safe work practices.

\$ _____

Attach itemized list of door and window measurements with cost per door/window unit installed.

If there are any unforeseen problems causing extra work, the cost of the work will be treated as a change order and added to the original price of the job. Change orders must be approved prior to work in order to be accepted.

TOTAL PROJECT COST \$ _____

As this project is being financed with federal funds, all interior work that disturbs painted surfaces will be presumed to contain lead-based paint surfaces. This will require the distribution of the *Lead hazard information pamphlet*, as required by the U.S. Department of Housing and Urban Development.

It will also require that lead safe work practices be used in the interior work areas and that those areas are isolated from the rest of the house. For this reason, please submit a detailed description of the process you propose to use to ensure lead safe work practices within the home, which should be compliant with the rules detailed in 24 CFR 35.930. Also, please show in the space provided the cost of using lead safe work practices (as opposed to completing the work without using lead safe work practices; this amount should be less than the estimate provided on the prior page.)

\$ _____

Please be aware that once the interior work has been completed, a clearance test will need to be performed while the work areas are still isolated from the rest of the home. This will require coordination between your workers, the City of Monroe and a certified lead testing professional.

Paula's House Representative _____

Contractor Initials _____



CITY COUNCIL AGENDA FACT SHEET

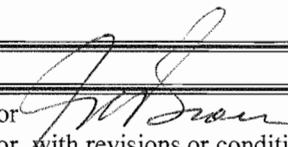
RELATING TO: Community Foundation of Monroe County Grant Award

DISCUSSION: In spring 2011, Planning staff noted that the pigmented wax applied to the Custer Equestrian Monument in May/June 2010 had deteriorated over the course of the winter. Staff conferred with Dr. Dennis Montagna, Director of the National Park Service's Monument Research and Preservation Program (Philadelphia, PA.) and determined that harsh weather, environmental conditions at this location, irregular maintenance schedules in the past, as well as extended intervals of non-maintenance have more than likely contributed to the monument's current condition. The monument is in need of "touching-up," which would consist of cleaning the statue, evaluating the condition of those areas where the wax has deteriorated and finally reapplying a pigmented wax to the bronze monument.

To address this issue, the Planning Office investigated several potential sources, which might provide funding for this type of community project. It was determined that the grant program offered by the Community Foundation most closely fit the proposed project. The Planning Office submitted an application and was subsequently asked to make a presentation to the Foundation's Distribution subcommittee in early August. On August 30th the Planning Office was notified that the City had been awarded a \$5,000 grant for maintenance and conservation of the Custer Equestrian Monument. The funds will be matched with in-kind services provided by city staff and departments. After further discussions with Dr. Montagna and professional conservators, it was decided to schedule the project for spring 2012.

The Planning Office is therefore requesting that City Council accept the awarded funds, authorize the Mayor or his representative to sign all necessary documents related to the Community Foundation grant, and adopt the attached resolution.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 7, 2011

REASON FOR DEADLINE: To finalize grant award and develop project schedule

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Planning Office - Department of Economic & Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Economic & Community Development and the Engineering & Public Services Department.

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 5,000
Cost of This Project Approval	\$ 5,000 *
Related Annual Operating Cost	\$ 0
Increased Revenue Expected/Year	\$ n/a

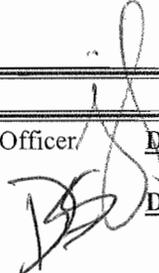
*maximum amount

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
			\$
			\$
			\$
			\$
			\$
	<u>Other Funds:</u>	Community Foundation of Monroe County	\$ 5,000
			\$
			\$
			\$

Budget Approval: 

FACT SHEET PREPARED BY: Jeffrey Green, AICP, City Planner / Historic Preservation Officer **DATE:** 10.28.11

REVIEWED BY: Dan Swallow, AICP, Director of Economic & Community Development

DATE: 10.31.11 

COUNCIL MEETING DATE: November 7, 2011

RESOLUTION

1 **WHEREAS**, the Community Foundation of Monroe County
2 makes funding available for a “broad spectrum of needs within the community”
3 and has set up a grant program to distribute these funds to projects determined to
4 meet the goals of the organization; and

5 **WHEREAS**, the Custer Equestrian Monument has become an iconic
6 landmark in the City of Monroe over the past 100 years; and

7 **WHEREAS**, the monument, which is entitled “Sighting the Enemy,” was
8 commissioned in 1908 and sculpted by renowned equestrian artist
9 Edward C. Potter; and

10 **WHEREAS**, “Sighting the Enemy” was officially dedicated on June 4,
11 1910; and

12 **WHEREAS**, the Custer Equestrian Monument constitutes a tremendous
13 community asset and a wonderful piece of public art, which belongs to everyone
14 and in which we all share responsibility to maintain and preserve for future
15 generations; and

16 **WHEREAS**, the monument is in need of maintenance and the
17 Community Foundation of Monroe County has awarded a grant in the amount of
18 \$5,000 to the City of Monroe, Michigan to carry out such conservation measures
19 as deemed appropriate.

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Monroe City
21 Council accepts the grant from the Community Foundation of Monroe County
22 and authorizes the Mayor or his designee to sign all necessary documents related

to receipt of the award.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CONSULTANT INSPECTION CONTRACT EXTENSION – TTL ASSOCIATES

DISCUSSION: The City-wide Operational Assessment report identified inspection of construction projects as a particular area where it was felt that the City could utilize the private sector to assist with spikes in workload, particularly during the Summer months. Besides the usual construction spike that occurs from May through November each year, the huge increase in water main replacement projects that has been ongoing since 2009 has brought an even further challenge to the City's Engineering Department in staffing all of its required projects. While the City maintains an in-house Engineering staff that is capable of meeting a wide variety of surveying, design, inspection, and project management needs on our typical projects, this staff is down from eleven (11) employees in 2004 to six (6) plus a shared Department Head at present. Even with a heavy overtime load, and assistance from college interns when available for construction oversight on projects of lesser importance, it has been physically impossible to cover all of our needs in-house during 2011.

In 2009 and 2010, up to four (4) different consulting firms were used for various general inspection activities, based on a formal consultant selection and approved by the City Council in March 2009. While the City generally selects firms based on a variety of factors, including professional qualifications and past experience with City and other similar projects, cost was taken into consideration as well for the previous selection, since most firms offered similar qualifications. Three (3) of the original contracts have been closed, but the City has been using one particular individual from TTL Associates as essentially the lead inspector, since he is also capable of assisting us in materials testing on roadway projects, and his billable rate is the lowest of all of the firms. For these reasons, in March 2009, TTL Associates was given the largest contract at \$100,000, with a billable rate of \$48 per hour for straight time, and \$60 per hour for overtime hours. In May 2011, their contract was extended again for an additional \$50,000, which was believed to cover most, but not necessarily all, inspection for the 2011 water main projects. Since mid-September, we have also utilized the firm to provide an additional inspector to cover the Bacon Street water main at the same time as the lead inspector is / was covering the Riverview Avenue and Monroe Street projects, and this arrangement is expected to continue through at least mid-November.

As of the end of the September 2011 billing, there is \$12,184.25 remaining in the most recent allocation. Based on a typical monthly billing of \$8,000 to \$10,000 per inspector, approximately \$30,000 in additional funding may be necessary to provide for inspection activities for October and November. Funds for this contract extension would be encumbered from the Water Fund, since all inspection will be on water main projects, and adequate funding is still available.

IT IS RECOMMENDED that the City Council award an extension to the original professional services contract from March 2009 to TTL Associates for "as needed" services up to \$30,000, and that the City Engineer be authorized to execute any necessary agreements 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: Work is ongoing, and the current authorization cap will be exceeded with the October billing for services.

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, residents and property owners within project areas.

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$30,000
	Cost of This Project Approval	\$30,000
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	Water System Upgrades	591-40.538-818.020 11W01	\$30,000
	<u>Other Funds</u>		

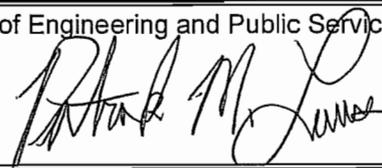
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 10/31/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: November 7, 2011





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CDBG Sub-recipient Agreement with Salvation Army for Warming Shelter

DISCUSSION: When the City of Monroe requested input from the community on possible uses of its Community Development Block Grant (CDBG) funds for the 2011-2012 Program Year, the Salvation Army requested assistance in funding its Warming Shelter for the 2011 winter. The organization has seen reduced revenues from its traditional funding sources, and therefore was faced with the possibility of not being able to operate the shelter for the coming winter. Since the facility's goal of assisting the homeless meets a national objective of the CDBG program, the City of Monroe programmed \$7,500 for the purpose of funding staffing at the facility.

Having programmed the funds in the CDBG budget, the City of Monroe and the Salvation Army must now execute a sub-recipient agreement that details the terms of the warming shelter receiving funds. This agreement must be signed by both parties in order for the City of Monroe to pass CDBG funds along to the Salvation Army. Terms included in the agreement are items such as what the funds can be used for and the requirement of a progress report at the end of the program year.

IT IS RECOMMENDED that City Council approve the proposed CDBG sub-recipient agreement with the Salvation Army and authorize the City Manager to execute the agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: Fall 2011

REASON FOR DEADLINE: Provide funding for staffing of facility that must be opened as temperatures drop

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Community and Economic Development, Salvation Army, Homeless population

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 7,500
	Cost of This Project Approval	\$ 7,500
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ 0

SOURCE OF FUNDS:	City	Account Number	Amount
	<u>Other Funds</u> CDBG	273.65.730-818.020	\$ 7,500

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, Planner

DATE: October 31, 2011

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

DATE: October 31, 2011

COUNCIL MEETING DATE: November 7, 2011

This COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT (Agreement) is made and entered into this ____ day of _____, 2011, by and between the CITY OF MONROE (City) and the SALVATION ARMY (Subrecipient) as an expression of each entity's concern for the area's homeless population, who may be particularly susceptible to weather conditions in the winter months. The terms and conditions of this program follow, as do the responsibilities of the subrecipient and the City.

1. Statement of work The Salvation Army agrees that for the City of Monroe's fiscal year spanning the period of time from July 1, 2011 to June 30, 2012 they will be compensated an amount not to exceed **\$7,500.00** for the provision of services in the City of Monroe at 1018 East Second Street related to the Subrecipient operating a warming shelter for the homeless. These funds are expected to reimburse the Subrecipient for the payroll expenses of providing staffing for the previously mentioned address and purposes. The program offers beds and shelter from the elements for homeless citizens. Those who accept these services are offered dinner at night, breakfast in the morning and if necessary, warm clothes. Before leaving the shelter, recipients can also take a shower and are offered a hygiene kit.

2. Records and reports The Salvation Army 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 Subrecipient 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. The Subrecipient is also expected to submit a final report detailing its accomplishments relative to stated goals within sixty (60) days of the end of the program.

Upon the receipt of the final report, the City will complete its annual audit, as required by 24 CFR 85.40. This audit may include a site visit to the Subrecipient's facility 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 The Salvation Army and the City agree no activities associated with this agreement shall generate program income. The Subrecipient 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 The Salvation Army 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 The Salvation Army 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 Salvation Army 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 The Salvation Army 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, the Subrecipient should have CDBG funds on hand, they shall be transferred to the City. The Subrecipient is not to acquire any real property with CDBG funds.

8. Indemnification The Salvation Army, 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 the Subrecipient.

Representatives of both the City and the Salvation Army 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

ATTACHMENT A
DESCRIPTION OF SERVICES

Winter Warming Shelter Program Report 2010-11

The Salvation Army of Monroe has had a great fourth year with our Winter Emergency Warming Shelter. We had over 82 different individuals find a warm shelter at our building at 1012 E. Second Street this 2010-11 season. We have provided over 780 nights of lodging on more than 119 different nights. It has been a long winter season. Many are grateful when cold winter nights come and the temperature gets below 32 degrees for the facility to be open from 8:00 p.m. until 8:00 a.m. Monroe has a single's shelter for men in town and The Salvation Army operates a family shelter with one unit reserved to use for single women but many times, especially during the cold winter months there is an additional need for places to stay. The Emergency Warming Shelter has been open in the community to help people avoid freezing to death on Michigan's cold winter nights. There were no deaths attributed to someone not receiving services this winter in our area in part because this program was available.

In addition to a clean place to stay they are provided a Christian environment with caring staff who tried to meet additional needs. We provide a hot meal at night and in the morning before they leave. We offer them clothing and winter coats if needed. They are given a hygiene kit and provided a place to go for a shower. We work with the Arthur Lesow Community Center to provide a place for the men to shower and the ladies come to The Salvation Army Family Manor shelter to shower. We have them come to our Social Service Office to receive other case management and provide other assistance with other agencies such as Michigan Works. We have laundry facilities on-site and their clothing was able to be washed as needed. We were able to provide a safe environment for them to start to improve their lives and assist some of them in obtaining housing through the Homeless Assistance Recovery Program. We try to assist them to find a way to move from the crisis of homelessness through the support they are given here.

We received donations of food, blankets, hygiene supplies and other items that are needed to help with the budget and meet needs. We also had volunteers who worked with the program. We were able to continue this program with a start-up grant and need to seek additional funding to keep this program going. We would like to see more volunteers to help us open the shelter sooner in the evening. We will continue to seek funding and volunteers to help us with the program in the coming years. If anyone would like more information on this program feel free to call 241-0440 to learn more.

We appreciate being considered for any Community Development Block Grant funds to help keep the homeless off the streets of this area. Please contact me if you have any further questions.

ATTACHMENT B

24 CFR 570.502

not include contractors providing supplies, equipment, construction, or services subject to the procurement requirements in 24 CFR 85.36 or 84.40, as applicable.

[53 FR 8058, Mar. 11, 1988, as amended at 57 FR 27120, June 17, 1992; 60 FR 1952, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56914, Nov. 9, 1995]

§ 570.501 Responsibility for grant administration.

(a) One or more public agencies, including existing local public agencies, may be designated by the chief executive officer of the recipient to undertake activities assisted by this part. A public agency so designated shall be subject to the same requirements as are applicable to subrecipients.

(b) The recipient is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve the recipient of this responsibility. The recipient is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in § 570.910. Where a unit of general local government is participating with, or as part of, an urban county, or as part of a metropolitan city, the recipient is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five-year period identified under § 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date that the subrecipient agreement expires.

[53 FR 8058, Mar. 11, 1988, as amended at 57 FR 27120, June 17, 1992]

§ 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 Non-profit 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, "Close-out Procedures."

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

§ 570.503 Agreements with subrecipients.

- (a) Before disbursing any CDBG funds to a subrecipient, the recipient shall sign a written agreement with the subrecipient. The agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

- (b) At a minimum, the written agreement with the subrecipient shall include provisions concerning the following following items:

- (1) *Statement of work.* The agreement shall include a description of the work to be performed, a schedule for completing the work, and a budget. These items shall be in sufficient detail to provide a sound basis for the recipient effectively to monitor performance under the agreement.

- (2) *Records and reports.* The recipient shall specify in the agreement the particular records the subrecipient must maintain and the particular reports the subrecipient must submit in order to assist the recipient in meeting its recordkeeping and reporting requirements.

- (3) *Program income.* The agreement shall include the program income requirements set forth in § 570.504(c). The agreement shall also specify that, at the end of the program year, the grantee may require remittance of all or part of any program income balances (including investments thereof) held by the subrecipient (except those needed

ATTACHMENT C

24 CFR 570.600 – 570.606, Subpart K

§ 570.600

(f) *Recordkeeping requirements.* The recipient shall maintain in its files a copy of the written agreement and related documents establishing conformance with this section and concerning performance by a financial institution in accordance with the agreement.

Subpart K—Other Program Requirements

SOURCE: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

§ 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, 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),

24 CFR Ch. V (4-1-06 Edition)

and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996]

§ 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

§ 570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions

against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

§ 570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§ 570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decisionmaking, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§ 570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in

44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§ 570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (1) For purposes of paragraph (b) of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Bids for the Demolition of the City Owned structure at 1259 East Front Street

DISCUSSION: Bids were opened on October 24, 2011, for the demolition of the structure located at 1259 East Front Street. The three lowest bids were received from A-Emergency Plumbing & Excavating (\$4,889.00), Quality Construction of Michigan Incorporated (\$6,250.00) and Gasper Brothers Recycling Incorporated (\$6,434.00).

After review of the bids it is recommended that the City Council award the contact in the amount of \$4,889.00 to A-Emergency Plumbing & Excavating and that a total of \$6,889.00 be encumbered to include a contingency of \$2000.00 for any unforeseen costs associated with the demolition.

It is further recommended that the Mayor or Clerk Treasure be authorized to sign the contract on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 11/7/11

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council and Building Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$6,889.00
Cost of This Project Approval	\$6,889.00
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>
Demolition Service	10165805818030	\$6,889.00
		\$ N/A
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Joseph A. Lehmann, Building Official

DATE: 10/31/11

REVIEWED BY: Joseph A. Lehmann, Building Official



COUNCIL MEETING DATE: 11/7/11

BIDS RECEIVED LIST FOR DEMOLITION SERVICES – 1259 EAST FRONT STREET. BID REQUESTS MAILED 10/7/11. BIDS DUE MONDAY, OCTOBER 24, 2011.

	<u>BID AMOUNT</u>
HOMRICH, INC. ATTN: MICHAEL T. BRANT 200 MATLIN RD. CARLETON, MI 48117	\$8,600.00
ERIE DEMOLITION & SALVAGE, INC. ATTN: KENNY RODGERS 1918 LAKESIDE DRIVE ERIE, MI 48133	NO BID
DAVID C HOFFMAN INC 593 BATES LANE MONROE, MI 48162-3511	NO BID
EARTHWORKS EXCAVATING 12536 JONES CARLETON, MI 48117	\$7,399.00
SPECIALTY SERVICES PO BOX 133 DUNDEE, MI 48131	NO BID
ZEILER EXCAVATING 125 SUBSTATION ROAD TEMPERANCE, MI 48182	NO BID
MUNSON AND SONS 2909 WEST STEIN ROAD LASALLE, MI 48145	NO BID
SALENBIEN TRUCKING & EXCAVATING 18419 MILWAUKEE ROAD DUNDEE, MI 48140	NO BID

SCHUMAKER BROTHER CONSTRUCTION 2661 LEWIS AVENUE IDA, MI 48140	NO BID
ZINK/COVELL EXCAVATING 1761 SAMARIA ROAD SAMARIA, MI 48177	NO BID
LYLE TRUCKING 4860 S. HURON RIVER DRIVE FLAT ROCK, MI 48134	\$6,500.00
A-EMERGENCY PLUMBING & EXCAVATING 7282 FISHER ROAD JEDDO, MI 48032	\$4,889.00
GASPAR BROTHERS RECYCLING, INC. 9292 OAKVILLE WALTZ ROAD WILLIS, MI 48191	\$6,434.00
BLUE STAR INC. 23894 AMBER AVENUE WARREN, MI 48089	\$8,700.00
RVP CONSTRUCTION 12500 BERLIN ROAD SOUTH ROCKWOOD, MI 48179	\$9,250.00
QUALITY CONSTRUCTION OF MICHIGAN, INC. 509 SOUTHFIELD ROAD LINCOLN PARK, MI 48146	\$6,250.00
W. CLOSE & SONS EXCAVATING, LLC 8191 SUDER ROAD ERIE, MI 48133	\$7,450.00



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: STERLING ISLAND RESTORATION - GREAT LAKES RESTORATION INITIATIVE – EPA GRANT AGREEMENT ACCEPTANCE AND PROJECT CONSULTANT SELECTION

DISCUSSION: Sterling Island is a man-made island located adjacent to Hellenberg Field and is accessible via a footbridge from the parking lot of that facility. This island has experienced significant erosion and has been identified as a major contributor of sediment that has impaired aquatic habitat downstream reducing spawning, nursery, and refuge habitat for fish and other aquatic organisms, due to the limiting of shallow water habitat. A proposed project has been developed that will provide for control of the erosion problems associated with the island and for enhancement of areas of viable shallow water habitat for fish aquatic macro-invertebrates and amphibians. This project concept has been specifically listed as a target project in the River Raisin Area of Concern (AOC) report, as it would eliminate a significant Beneficial Use Impairment (BUI), and in conjunction with other projects to remediate eight (8) dams on the River Raisin between Lake Erie and Ida-Maybe Road, may result in the eventual delisting of the River Raisin as an AOC.

The City of Monroe has been awarded Federal grant funds through the United States Environmental Protection Agency (EPA) under their Great Lakes Restoration Initiative (GLRI) program. Fortunately, this grant requires no match from the City of Monroe or its partner agencies, and it will be administered by the State of Michigan through the Department of Environmental Quality (MDEQ) as a pass-through. The amount of the grant is currently listed as \$500,000, though our original understanding of the project was that up to \$529,600 would be funded, with the project budget based upon this projected amount. All construction activity would occur within 2012, with design set to commence immediately upon award. We are currently in discussions with the MDEQ to determine whether the additional \$29,600 can still be included in the grant, but if not, both the consultant services and the construction phase will be scaled back slightly. The grant agreement, which has been reviewed by the City Attorney and Finance Director, has been attached for your approval. The City must enter into contracts for all vendors under this grant, costs are on a reimbursement basis, and other than an expected 2-3 day reimbursement delay, no out-of-pocket costs need to be budgeted by the City.

This past summer, the Engineering and Public Services Department and the Water and Wastewater Utilities Department advertised the attached Request for Qualifications (RFQ) in order to secure a qualified consultant to assist with design, construction inspection and administration, and a variety of required grant reporting and post-construction monitoring tasks. Since we believed that the grant funds would officially be made available much earlier, this was advertised in June 2011 and statements of qualifications / proposals were submitted by five (5) firms on July 20. An RFQ review team consisting of Barry LaRoy (Director of Water and Wastewater Utilities), Patrick Lewis (Director of Engineering and Public Services), Dan Swallow (Director of Economic and Community Development), and Dan Stefanski (Monroe County Drain Commissioner) recently reviewed all proposals and unanimously selected Environmental Consulting & Technology, Inc. (ECT) of Ann Arbor as the preferred vendor. In accordance with the RFQ, the fee envelope of only the preferred vendor was opened. In accordance with the RFQ, the fee envelope of only the preferred vendor was opened, and their proposed total fee (attached) of \$123,393 was slightly below the project consulting budget of \$123,500. As stated earlier, we are still attempting to secure the entire original grant funding, but if this is not able to be provided, we will negotiate the consultant fee slightly downward as needed.

IT IS RECOMMENDED that the City Council accept the attached EPA Grant Agreement in the amount of \$500,000.00 (as listed) or up to \$529,600 if it can be amended, and that the Director of Engineering and Public Services or his designee be authorized to sign the agreement on behalf of the City of Monroe. **IT IS FURTHER RECOMMENDED** that the City Council award a professional services contract to Environmental Consulting & Technology in an amount not to exceed \$123,500.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Project design can commence immediately upon formal grant execution.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services and Commission on Environment and Water Quality

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering and Public Services Department, Water and Wastewater Utilities Department, various advocacy groups, River Raisin users, various aquatic species

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$529,600*
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Total grant may vary from \$500,000 to \$529,600 depending on our ability to secure additional funds as originally planned.

SOURCE OF FUNDS:	City	Account Number	Amount
	Other Funds		
	Great Lakes Restoration Initiative (EPA)		\$529,600

Budget Approval: _____

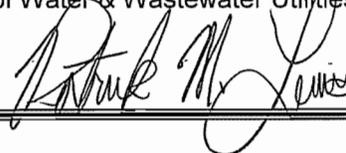
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services
Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities

DATE: 11/01/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: November 7, 2011





**AREA OF CONCERN GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND THE CITY OF MONROE**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, (DEQ), Office of the Great Lakes ("State"), and the City of Monroe ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement pursuant to Public Law 111-88. Legislative appropriation of Funds for grant assistance is set forth in Public Act 63 of 2011. Contract is subject to the terms and conditions specified herein.

Project Name: River Raisin Area of Concern – Sterling Island Restoration

Amount of grant: <u>\$500,000</u>	Project #: <u>100020-11</u>
Amount of match: <u>\$0 = 0%</u>	0% of grant state <u>\$0</u> / 100% of grant federal <u>\$500,000</u>
Start Date (date executed by DEQ): <u>10/01/11</u>	PROJECT TOTAL: <u>\$500,000</u> (grant plus match)
	End Date: <u>9/15/12</u>

GRANTEE CONTACT:

Barry LaRoy, Director of Water & Wastewater Utilities

Name/Title	City of Monroe
Organization	120 East First Street Monroe, MI 48161
Address	
Address	
Telephone number	734-384-9122
Fax number	734-384-9108
E-mail address	Barry.Laroy@monroemi.gov
Federal ID number	

STATE'S CONTACT:

Christy Clark, AOC Coordinator

Name/Title	Great Lakes Management Unit
Division/Bureau/Office	27700 Donald Court Warren, MI 48092
Address	
Address	
Telephone number	586-753-3862
Fax number	586-751-4690
E-mail address	Clarkc9@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their agencies and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

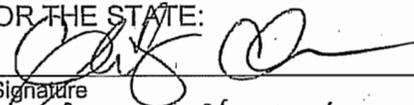
FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:



Signature

10-5-2011

Date

Christy Clark / Acc. Coordinator - DEQ

Name/Title

I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

Any changes to this Contract [other than budget line item revisions less than five percent of the budget line item shall be requested by the Grantee in writing and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Grantee must complete and submit [quarterly] [financial and/or progress] reports according to a form and format prescribed by the State [and must include supporting documentation of eligible project expenses]. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Contract.

(C) The Grantee must provide one copy of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Area of Concern Program, DEQ, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

If all or a portion of this Contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Contract, in accordance with Appendix A, and only for expenses incurred [and paid]. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract, [unless otherwise specified in Appendix A].

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to 15 percent of the grant award, or final payment will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXII. QUALITY ASSURANCE/QUALITY CONTROL

A PROJECT SPECIFIC Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

Federal Funding Requirements

A maximum of \$500,000 or 100% of total disbursements is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is **(to be determined)**, and this grant is funded with Federal funds from the U.S. Environmental Protection Agency. By accepting this contract, the grantee agrees to comply with the requirements of the Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement and the requirements found in Public Law 111-88. These regulations include, but are not limited to the following:

- (A) Grantees receiving \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality at the following address:

Michigan Department of Environmental Quality
Finance and Business Services Division
Federal Aid Section
P.O. Box 30473
Lansing, MI 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website (http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html.) It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

- (B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.
- (C) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or

influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

EPA Terms and Conditions

Lobbying and Litigation

This condition is covered in the boilerplate language, no additional language is required.

Consultant Cap

Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices),

Sub agreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

Copyrighted Material

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Governmental purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Drug-Free Workplace Certification for all EPA Recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 40 CFR 36.300

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_08/40cfr36_08.html

Disadvantage Business Enterprise Rule (DBE)

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE Requirements

The following requirements apply if the federal funds are used for expenditures for contracted services:

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to:

- (1) Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:
MBE 3% WBE 5%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted to the Project Manager semiannually for the periods ending March 31 and September 30. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA

Form 5700-52A may be obtained from the program manager or on the Internet at www.epa.gov/ogd/forms/forms.htm

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

Procurement of Recycled Products

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

Recycled Paper

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January, 24, 2007,) the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms which are printed on recycled paper and are available through the General Services Administration.

Small Business in Rural Areas

By accepting this agreement, the recipient agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration reauthorization and Amendment Act of 1988. Therefore, if the recipient awards a contract under this assistance agreement, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRAs):

- a. Placing SBRAs on solicitation lists;
- b. Ensuring the SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs.
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. Requiring the contractor, if it awards subcontracts, to take the affirmative steps in subparagraphs a. through e. of this condition.

Suspension & Debarment: 2 CFR Part 1532

This condition is covered in the boilerplate language in section XIV; in addition to this language include the following:

Recipient may access the Excluded Parties List System at www.epls.gov.

Hotel-Motel Fire Safety

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

Subawards

- a. The recipient agrees to:
 - (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EOA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section (a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.aspx#b>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

Interest Penalties

In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

Rights to Inventions

Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.

Use of Funds for Federal Employee Travel

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

THE RAISIN RIVER AREA OF CONCERN STERLING ISLAND RESTORATION PROJECT

Sterling Island is a man-made island within the River Raisin, approximately 2.5 miles upstream from the mouth of the river. The island is near the upstream boundary of the AOC. Sterling Island has experienced significant erosion and been identified as a major contributor of sediment that has impaired aquatic habitat downstream reducing spawning, nursery and refuge habitat for fish and other aquatic organisms. Erosion and ensuing sediment deposition has also limited the amount of shallow water habitat in area. In 1991 a project was initiated to reduce erosion along the Raisin River in the vicinity of Sterling Island and a project along the "mainland" was completed but work to address shoreline instability at Sterling Island was not completed. As a result, severe erosion of the shoreline has continued to occur to the detriment of the aquatic ecosystem.

The Sterling Island Restoration Project will provide for control of the erosion problems associated with the island and for enhancement of areas of shallow water habitat. Through the design process the concepts established for the project will be refined for construction implementation. Current concepts include a combination of "hard" shoreline protection in the form of large stone blended with small back cut areas of softer shoreline vegetation and shallow water habitat. The shoreline can be pulled back and re-contoured with a stone added at the water line to reduce shoreline susceptibility to erosive forces. A shrub fascine could be installed and the slope planted and covered with a geotextile to allow re-vegetation with native herbaceous and woody vegetation. The large stone will provide the island protection from the scour and undermining presently experienced during peak flow and ice jams. In addition the back cut areas will provide the shallow water refuge and nursery habitat that needed within the river.

The project -- *which was specifically listed as a target in the Raisin River AOC BUI delisting criteria* -- will transform the degraded area into viable shoreline habitat for fish aquatic macroinvertebrates and amphibians. This project brings a partnership together to restore a small, but vital, portion of the River Raisin shoreline. The following provides a more detailed discussion of the project tasks and cost.

Task 1 - Prepare Quality System Documentation

This task will develop the Quality System Documentation required by EPA in the form of the Quality Assurance Project Plan (QAPP). The QAPP will describe the monitoring and observations that will be undertaken during the project duration. The QAPP will identify:

- Project management objectives
- Measurement and Data Acquisition methods and procedures
- Assessment and Oversight responsibilities
- Data validation and usability

Task Deliverable: QAPP

Task 2 - Design

This task will design the shoreline restoration. The various best management practices for shoreline restoration will be identified (along with other innovative approaches) and will be evaluated for implementation along the proposed shoreline. Both structural stability considerations and habitat enhancements will be considered. Initial steps are likely to include:

- Evaluation and conduct photo documentation of existing shoreline conditions including type and location of erosion;
- Confirm soil type and grade;
- Examine where any existing shoreline structures – piers, retaining walls, bank armoring – are located; and
- Complete a survey of shoreline elevations and vegetation completed.

The design process will include:

- Field Reconnaissance and data gathering. Data gathering of the shoreline and surrounding area will be conducted both in the field and from historical information.
- Develop a schematic design that will include Site Layout with all major elements and materials identified.
- Conduct a habitat design workshop to review the alternative approaches to design and develop a consensus design.
- Prepare design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to systems, materials and such other elements as may be appropriate.
- Complete design Plans & Specifications Construction Documents - Plans and specifications will be developed based on the comments and adjustment to the preliminary design. These will include the scope and extent of the work to be performed by the contractor for successful completion of the project. Specifications will be in a modified CSI format final cost estimate will be developed for the project.
- The materials necessary to submit the MDNRE/USACE Joint Permit Application will be prepared. Including application forms, drawings, and fees. Based on the nature of this project a public hearing would be required as part of the permitting process.

Task Deliverable: Construction Documents and MDNRE/USACE Joint Permit

Task 3- Construction

Shoreline Construction will require coordination among the property owner, the City of Monroe, the MDNRE, the engineer and the contractor.

- Construct Improvements - In order to complete the restoration project it is anticipated that the chosen contractor will need to perform the following activities: Mobilization, Construction layout, Surface preparation; Shaping of shoreline; Disposal of debris; Hard and Soft armoring placement; Establishment of vegetative cover, plantings, Habitat enhancement, and Maintenance
- Construction Oversight – Oversight will address field engineering, oversight inspections, field ecology, contractor coordination, contract documents clarification, change order/work directives, and progress meetings. Additionally work effort will include construction administration activities as managing payment reviews, contract documentation, and complete the project close out.

Task Deliverable: Construction As-built drawings; Field Review logs.

Task 4 - Pre and Post Monitoring

The project team expects to monitor the island before and after the shoreline restoration and habitat improvement activities are implemented. The monitoring activities will be conducted to assess the project benefits with regard to aquatic organisms that may include species such as smallmouth bass, white bass, channel catfish, crayfish, mayflies and caddisflies. Monitoring should provide the information necessary to fulfill two objectives:

1. To verify that the project was implemented as designed and approved; and
2. To determine if the project is biologically effective.

A monitoring protocol will be developed to assess changes in species compositions and abundance of fish and aquatic organisms as a result of the shoreline restoration and habitat enhancements. It is expected that the monitoring work plan would include the following:

- **Collect and evaluate existing reports and documentation to establish a baseline condition of aquatic resources.**
- **Define sampling locations, methods and statistical analyses**
- Define control sites away from project site
- Prepare a monitoring plan
- **Implement monitoring plan and complete assessment of biological communities at project and control locations**
- **Define the water current velocity, turbidity and other parameters.**
- Characterize the existing fish communities at the project site and at reference sites upstream and downstream of the project site using multiple community indices, test for statistical significance.

- Measure abundance of target species at the project site and at reference sites upstream and downstream of the project site, test for statistical significance.
- Map habitat variables and distribution within the project site and at reference sites

Task Deliverable: Pre-construction Assessment Report and Post-construction Assessment report.

Task 5 - Project Reporting

This task will provide project reporting/management services to the project. Project activities under this project will include:

- Monthly project team meetings to discuss project activities, schedule and budget. Monthly meetings will help to identify schedule and budget impacts with sufficient time to address the issues with the EPA Project Officer.
- Update project schedule as necessary to include progress and changes.
- Prepare and submit progress reports to the EPA.

Task Deliverable: Project progress reports with updated schedule and budget expenditures.

Cost:

\$500,000 to be funded through a non-competitive GLRI grant. The MDEQ-OGL will allocate funds by utilizing a pass-through grant to the City of Monroe.

Task 1 - Prepare Quality System Documentation		\$7,500
Task 2 - Design		\$40,000
Task 3- Construction		\$422,500
A. Construction Implementation	\$387,500	
Mobilization	\$25,900	
Construction Staking	\$7,500	
Clearing and Grubbing	\$45,000	
Temporary Silt Barriers	\$3,600	
Excavation	\$30,000	
Shore stabilization	\$150,000	
Planting	\$45,500	
Shallow habitat gravel/cobble	\$65,000	
Site Restoration/Demobe	\$15,000	
B. Construction Oversight	\$35,000	
Task 4 - Pre and Post Monitoring		\$20,000
Task 5 - Project Reporting		<u>\$10,000</u>
Totals		<u>\$500,000</u>

Schedule:

Task 1 - Prepare Quality System Documentation	
• QAPP	7/1/11 – 8/1/11
Task 2 – Design	
• Field Data Collection	8/1/11 – 9/15/11

- Develop Plans 9/15/11 – 11/15/11
- MDNRE/USACOE Joint Permit Application 11/1/11 – 12/1/11
- MDNRE/USACOE Joint Permit Process Time 12/1/11- 4/1/12
- Contract Documents 2/1/12 – 3/1/12
- Bidding 4/1/12 – 5/1/12
- Award Contract 6/15/12

Task 3- Construction & Oversight 6/15/12 – 9/15/12

Task 4 - Pre and Post Monitoring

- Pre-construction Assessment 4/15/12- 5/15/12
- Pre-construction Assessment Report 6/1/12 – 7/1/12
- Post-construction Assessment 4/15/13 – 5/15/13
- Post-construction Assessment Report 6/1/13 – 7/1/13

Task 5 - Project Reporting

- Project progress reports 10/15/11, 1/15/12, 4/15/12, 7/15/12,

10/15/12, 6/15/13

**CITY OF MONROE
REQUEST FOR QUALIFICATIONS
For
THE RAISIN RIVER AREA OF CONCERN
STERLING ISLAND RESTORATION PROJECT**

1. Purpose of Work / Project Background:

The City of Monroe is soliciting statements of qualifications to assist with design and construction administration services. The Sterling Island Restoration Project will provide for control of the erosion problems associated with the island and for enhancement of areas of shallow water habitat. The consultant team for this project will be expected to prepare construction documents and permit applications and provide construction oversight for this project. The City of Monroe is currently securing funding of approximately \$525,000 and anticipates having the funding agreement in place by August 2011.

2. Supporting Documentation

The following is a list of work that may be useful. These are all available at the City Engineering Department for review, and copies are available at cost if desired. PDF files are also available on request. Contact Patrick M. Lewis, P.E., Director of Engineering and Public Services, 120 East First Street, Monroe, MI 48161, (734) 384-9126, patrick.lewis@monroerni.gov

- a. Delisting Targets for Fish/Wildlife Habitat and Population Related Beneficial Use Impairments for the River Raisin Area of Concern (AOC)

3. Scope of Work – Part One (Project Administration and Project Design) and Part Two (Construction Engineering and Post-Construction Assessment):

The selected consultant will assist the City with administration, QAPP development, and conduct a physical field reconnaissance investigation. Following completion of the field reconnaissance and pre-construction assessment, the City and the selected consultant will select the final project design alternative. The consultant will then proceed with any or all portions of the design, including construction documents and permits, as determined to be in the best interest of the project.

The consultant will also work with the City and the Michigan Department of Environmental Quality (MDEQ) to develop and carry out a detailed pre-construction assessment of existing biological conditions. The consultant should be prepared to assist, as necessary, with construction engineering administration and with the post-construction environmental assessment that will approximately follow the spring after construction is completed. Exact requirements for this part shall be determined as the project progresses.

4. Schedule:

QAPP, field reconnaissance and design are expected to be completed Fall 2011. Construction documents, permitting and construction contractor selection is expected to be completed by June 2012. Construction is expected to take approximately three months, barring unforeseen circumstances. One post-construction assessment is planned following completion of construction for Spring 2013.

5. Selection Process

Selection of the consultant(s) shall be based on scoring the following items:

1. The qualifications and past experience of the project team, and availability of staff. Must demonstrate technical expertise in shoreline/bank stabilization, fisheries, aquatic biology, fluvial geomorphology, and the ability to adequately staff this project. The response to this RFQ should include key team members, role, and percent of time commitment by each key member (30 points).
2. Past experience and relationships with the City of Monroe, the MDEQ, and EPA. Please include a short narrative description of consultant team's experience dealing with these agencies specifically in southeast Michigan and in the Great Lakes region, in general (30 points).
3. Experience administering federal grant work. Please include up to three references on administration of federal grants. (20 points)
4. Demonstrated ability to complete this work within the desired time frame. Summarize consultant team's total hours by task over project duration (20 points).

6. Proposal Submission:

The successful firm or firms must have extensive experience in related work, specifically focused on fish habitat and shoreline/bank stabilization. A Statement of Qualifications and Project Understanding must be provided that addresses the selection criteria stated above. In the Project Understanding please describe any unique issues/constraints, and opportunities along with the actions and plans your team has identified to help complete this project successfully.

Questions on this RFQ must be submitted in writing via fax or email by the close of business (4:30 P.M. EST) on Monday, July 11, 2011. No phone call responses to questions will be provided. All consultants desiring to submit proposals for review must notify the City of Monroe in writing or via email of their intention no later than Monday, July 11, 2011, to ensure that all interested vendors will receive all answers to questions raised. Responses to all questions will be sent to all consultants that have notified the City of Monroe of their intention to submit by the close of business on Friday, July 15, 2011. Interested consultants should submit at least five (5) copies of their proposal by 3:00 P.M. (EST) on Wednesday, July 20, 2011.

Proposal and all correspondence should be submitted to:

Patrick M. Lewis, P.E., Director of Engineering and Public Services
City of Monroe, 120 East First Street, Monroe, MI 48161
(734) 384-9126
(734) 384-9108 (fax)
patrick.lewis@monroemi.gov

7. Selection Process and Project Costs:

Selection of the consultant shall be based on the qualifications and experience of all firms submitting proposals for the work. All budgeted project costs for consultant services are approximately \$123,500. Projected project hours and anticipated project consulting fees from the submitting consulting firm are required to be submitted under separate cover the same day & time the RFQ proposals are due. The only opened fee submittal will be the highest scored RFQ proposal where the fee schedule / contract will then be negotiated and awarded contingent on securing project funding / City of Monroe approval. The selection team will consist of representatives from the City of Monroe and other agencies, as deemed appropriate.



Environmental Consulting & Technology, Inc.

July 18, 2011

Mr. Patrick M. Lewis, P.E.
Director of Engineering and Public Services
City of Monroe
120 East First Street
Monroe, MI 48161

Reference: Consulting Fees for River Raisin Area of Concern (AOC) – Sterling Island Restoration Project

Dear Mr. Lewis:

Environmental Consulting & Technology, Inc. (ECT) is pleased to provide the City of Monroe our team's consulting fees for the development of a restoration design, monitoring and construction oversight for Sterling Island in the River Raisin AOC.

Should you have any questions on our fees or require additional information, please do not hesitate to contact us by phone at (734) 769-3004 or by e-mail at ssinha@ectinc.com.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

John O'Meara, P.E.
Principal Engineer

Sanjiv K. Sinha, Ph.D., P.E.
Vice President

2200 Commonwealth
Boulevard, Ste 300
Ann Arbor, MI
48105

(734)
769-3004

FAX (734)
769-3164

RIVER RAISIN AREA OF CONCERN - STERLING ISLAND RESTORATION PROJECT

	Task 1: QAPP Preparation		Task 2: Design		Task 3: Construction Oversight Administration		Task 4: Pre and Post Monitoring		Task 5: Reporting		Totals	
	Hrs	Labor Cost	Hrs	Labor Cost	Hrs	Labor Cost	Hrs	Labor Cost	Hrs	Labor Cost	Hrs	Cost
Professional Services												
Sanjiv Sinha, PE, PhD	4	\$ 191	4	\$764	4	\$764	4	\$764	12	\$2,292	24	\$4,584
John O'Meara, PE	4	\$ 169	36	\$6,084	48	\$8,112		\$0		\$0	88	\$14,872
Lisa Huntington, PE	8	\$ 127	100	\$12,700	16	\$2,032		\$0	20	\$2,540	136	\$17,272
Gary Crawford	4	\$ 127	16	\$2,032	32	\$4,064	86	\$10,922		\$0	142	\$18,034
Martin Boote	4	\$ 127	40	\$5,080	32	\$4,064		\$0		\$0	76	\$9,652
Alice Bailey	42	\$ 105	32	\$3,360	120	\$12,600		\$0		\$0	152	\$15,960
Meghan Price	8	\$ 105	24	\$2,520	32	\$3,360		\$0		\$0	42	\$4,410
Tonya Hunter	8	\$ 139	4	\$556		\$0		\$0		\$0	56	\$5,880
John Bona, PE			4	\$0		\$0		\$0	36	\$4,572	36	\$4,572
Zachare Ball			8	\$0	60	\$4,500		\$0		\$0	60	\$4,500
Kitty Mandela - Technical Support	5	\$ 92		\$0		\$0		\$4,600		\$0	50	\$4,600
Scientist/Engineer - Support				\$424		\$0		\$0		\$0	13	\$689
Administrative Support												
Labor Totals	71	\$7,987	264	\$33,520	344	\$39,496	140	\$16,286	68	\$9,404	887	\$106,693
Expenses:												
Transportation		\$0		\$500		\$1,000		\$500		\$500		\$2,500
Plan Reproduction		\$0		\$750		\$0		\$0		\$0		\$750
Fish Monitoring Equipment		\$0		\$0		\$0		\$2,500		\$0		\$2,500
Misc Expenses		\$0		\$100		\$350		\$500		\$0		\$950
Surveying		\$0		\$10,000		\$1,350		\$3,500		\$500		\$16,700
Expense Total		\$0		\$11,350		\$40,846		\$19,786		\$9,904		\$123,393
TOTAL COST		\$ 7,987		\$ 44,870		\$ 40,846		\$ 19,786		\$ 9,904		\$123,393



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: RESTORING FISH PASSAGE IN THE RIVER RAISIN AREA OF CONCERN (AOC) PHASE 2 - GREAT LAKES RESTORATION INITIATIVE – EPA GRANT AGREEMENT ACCEPTANCE AND CONSULTANT SELECTION

DISCUSSION: Over the past year, a consulting firm on behalf of the City of Monroe, along with substantial assistance and support from the Monroe County Drain Commissioner and citizen members of the Commission on Water Quality and the Environment, has been preparing design plans in accordance with the terms of a grant through the United States Environmental Protection Agency (EPA) under their Great Lakes Restoration Initiative (GLRI) for improvements in fish passage along the River Raisin. The ultimate project that has been presented would remediate (modify) all six (6) of the City's low head dams in the River Raisin, along with the Waterloo Dam and Grape Dam in Raisinville Township, to provide for fish passage and other recreational opportunities into areas where these dams presently represent a substantial impairment. The first phase of this grant was accepted by the City on October 18, 2010 in the amount of \$1,368,480. While it was hoped that work could be completed in Fall 2011, delays in permitting have pushed the actual construction back to sometime in 2012. The work activities for Phase One include work on four (4) dams, providing "rock ramps" of varying width on the face of all dams, and potentially some small "notching" of the top portions of two dams. The intent of this overall project is not to permanently remove any of the structures, only to modify them to allow for fish passage and increased recreational activities.

Even though no physical work has been undertaken yet, we have been notified of the award of additional GLRI funds in the amount of \$1,495,000 for Phase Two, which includes work on the two low-head dams not already considered in Phase One, along with the Waterloo Dam in the City limits and the Grape Dam in Raisinville Township. This overall project concept has been specifically listed as a target project in the River Raisin Area of Concern (AOC) report, as it would eliminate a significant Beneficial Use Impairment (BUI), and in conjunction with the Sterling Island shoreline restoration project, may result in the eventual delisting of the River Raisin as an AOC. All construction activity would occur within 2012, with design set to commence immediately upon award. The grant agreement, which has been reviewed by the City Attorney and Finance Director, has been attached for your approval. The City must enter into contracts for all vendors under this grant, costs are on a reimbursement basis, and other than an expected reimbursement delay of a week or so, no out-of-pocket costs need to be budgeted by the City.

This past summer, the Engineering and Public Services Department and the Water and Wastewater Utilities Department advertised the attached Request for Qualifications (RFQ) in order to secure a qualified consultant to assist with design, construction inspection and administration, and a variety of required grant reporting and post-construction monitoring tasks. Since we believed that the grant funds would officially be made available much earlier, this was advertised in June 2011 and statements of qualifications / proposals were submitted by three (3) firms on July 20. All three (3) proposals were from firms that appeared to have strong qualifications. An RFQ review team consisting of Barry LaRoy (Director of Water and Wastewater Utilities), Patrick Lewis (Director of Engineering and Public Services), Dan Swallow (Director of Economic and Community Development), and Dan Stefanski (Monroe County Drain Commissioner) recently reviewed all proposals and unanimously selected Cardno JFNew of Ann Arbor as the preferred vendor. Cardno JFNew was also the selected consultant on the Phase One project, which also provides for an opportunity to combine and coordinate both phases of the project for bidding, which is likely to yield cost savings and diminish the likelihood that the overall project budget would be exceeded. In accordance with the RFQ, the fee envelope of only the preferred vendor was opened, and their proposed total fee (attached) of \$335,500 was within the project consulting budget of \$345,000, and includes a \$7,000 grant match commitment that is required by the terms of the grant agreement.

IT IS RECOMMENDED that the City Council accept the attached EPA Grant Agreement in the amount of \$1,495,000 and that the Director of Engineering and Public Services or his designee be authorized to sign the agreement on behalf of the City of Monroe. **IT IS FURTHER RECOMMENDED** that the City Council award a professional services contract to Cardno JFNew in an amount not to exceed \$335,500.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Project design can commence immediately upon formal grant execution.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services and Commission on Environment and Water Quality

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering and Public Services Department, Water and Wastewater Utilities Department, various advocacy groups, River Raisin users, various fish species

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$1,495,000
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City

Account Number

Amount

Other Funds

Great Lakes Restoration Initiative (EPA)

\$1,495,000

Budget Approval: _____

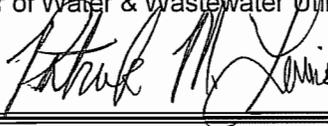
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services
Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities

DATE: 11/02/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: November 7, 2011





**AREA OF CONCERN PROGRAM GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND THE CITY OF MONROE**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, (DEQ), **Office of the Great Lakes** ("State"), and **the City of Monroe** ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement pursuant to Public Law 111-18. Legislative appropriation of Funds for grant assistance is set forth in Public Act 63 of 2011. This Contract is subject to the terms and conditions specified herein.

Project Name: Restoring Fish Passage in the River Raisin AOC – Phase 2

Amount of grant: \$1,495,000	Project #: <u>100017-11</u>
Amount of match: \$0 = 0%	0% of grant state \$0 / 100% of grant federal <u>\$1,495,000</u>
Start Date (date executed by DEQ): <u>10/1/11</u>	PROJECT TOTAL: <u>\$1,495,000</u> (grant plus match)
	End Date: <u>9/15/12</u>

GRANTEE CONTACT:

Barry LaRoy, Director of Water & Wastewater Utilities

Name/Title
City of Monroe

Organization
120 East First Street
Monroe, MI 48161

Address

Address

Telephone number
734-384-9122

Fax number
734-384-9108

E-mail address
Barry.Laroy@monroemi.gov

Federal ID number

STATE'S CONTACT:

Christy Clark, AOC Coordinator

Name/Title
Great Lakes Management Unit

Division/Bureau/Office
27700 Donald Court
Warren, MI 48092

Address

Address

Telephone number
586-753-3862

Fax number
586-751-4690

E-mail address
Clarkc9@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their agencies and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Name/Title

I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

Any changes to this Contract other than budget line item revisions less than five percent of the budget line item shall be requested by the Grantee in writing and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Grantee must complete and submit [quarterly] [financial and/or progress] reports according to a form and format prescribed by the State [and must include supporting documentation of eligible project expenses]. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Contract.

(C) The Grantee must provide one copy of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Area of Concern Program, DEQ, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

If all or a portion of this Contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Contract, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to 1.5 percent of the grant award, or final payment will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

All grants funded with Federal Funds from any grant agency must include the following:

Federal Funding Requirements

A maximum of \$ 1,495,000 or 100% of total disbursements, is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 69.469. The federal grant number is (To be determined), and this grant is funded with Federal funds from the Environmental Protection Agency. By accepting this contract, the grantee agrees to comply with the requirements of the Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement and the requirements found in Public Law 111-18. These regulations include, but are not limited to the following:

- (A) Grantees receiving \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality at the following address:

Michigan Department of Environmental Quality
 Finance and Business Services Division
 Federal Aid Section
 P.O. Box 30473
 Lansing, MI 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website (http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html.)

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

- (B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.
- (C) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs

financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

EPA Terms and Conditions

Lobbying and Litigation

This condition is covered in the boilerplate language, no additional language is required.

Consultant Cap

Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices),

Sub agreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

Copyrighted Material

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Governmental purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Drug-Free Workplace Certification for all EPA Recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_08/40cfr36_08.html

Disadvantage Business Enterprise Rule (DBE)

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE Requirements

The following requirements apply if the federal funds are used for expenditures for contracted services:

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to:

- (1) Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:
MBE 3% WBE 5%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this

will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted to the Project Manager semiannually for the periods ending March 31 and September 30. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained from the program manager or on the Internet at www.epa.gov/ogd/forms/forms.htm

The recipient agrees to comply with the contract administrations provisions of 40 CRF, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

Procurement of Recycled Products

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42U.S.C: 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

Recycled Paper

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January, 24, 2007,) the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms which are printed on recycled paper and are available through the General Services Administration.

Small Business in Rural Areas

By accepting this agreement, the recipient agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration reauthorization and Amendment Act of 1988. Therefore, if the recipient awards a contract under this assistance agreement, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRAs):

- a. Placing SBRAs on solicitation lists;
- b. Ensuring the SBRAs are solicited whenever they are potential sources;

- c. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. Requiring the contractor, if it awards subcontracts, to take the affirmative steps in subparagraphs a. through e. of this condition.

Suspension & Debarment: 2 CFR Part 1532

This condition is covered in the boilerplate language in section XIV; in addition to this language include the following:

Recipient may access the Excluded Parties List System at www.epls.gov.

Hotel-Motel Fire Safety

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

Subawards

- a. The recipient agrees to:
 - (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EOA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf> Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section (a)-(d) of OMB Circular A-133 can be found at

<http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and
<http://www.whitehouse.gov/omb/circulars/a133/a133.aspx#b>

- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

Interest Penalties

In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

Rights to Inventions

Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.

Use of Funds for Federal Employee Travel

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Area of Concern Restoration and Great Lakes Coordination
MICHIGAN PROJECT WORK PLAN

1. Project Title

Restoring Fish Passage in the River Raisin AOC – Phase 2

2. Project Funding Request: \$1,495,000 to be funded through a non-competitive GLRI grant. The MDEQ-OGL will allocate funds by utilizing a pass-through grant to the City of Monroe.

3. Name and Address of Organization

Great Lakes Management Unit
Office of the Great Lakes
Michigan Department of Environmental Quality
525 West Allegan Street, Lansing, MI 48933

4. Contact Name, Address, Phone, Fax, and E-mail

Richard Hobrlar, Chief
Great Lakes Management Unit
525 West Allegan Street, Lansing, MI 48933
517-335-4173,
(517) 335-4053 (fax)
HOBRLAR@michigan.gov

5. Project Abstract

The City of Monroe and its project partners, including the Michigan Department of Environmental Quality (MDEQ), the River Raisin Public Advisory Council (RR PAC), and the Monroe County Drain Commissioner (MCDC), among others, are proposing to undertake the second phase of a two-part plan to open up Lake Erie to the lower 23 miles of the River Raisin for the first time in over 70 years. This project will improve fish and small boat passage within the Raisin River, from Lake Erie to Dundee, while advancing the delisting of fish and wildlife related Beneficial Use Impairments (BUIs) in the River Raisin Area of Concern (AOC). The first phase is currently in progress and will reconnect the lower 13.5 miles of the River to Lake Erie through improvements to four low-head dams in the City of Monroe. Phase 2 of the project will reconnect another 9.5 miles of the river by including improvements to two additional low-head dams in the City of Monroe, as well as the City's Waterloo Dam and the Grape Dam, which is located upstream of the City.

6. Problem Statement

The River Raisin is one of the top priority impaired watersheds to restore by 2017 by the MDEQ. The Raisin is located in southeast Lower Michigan and drains to the Western Lake Erie basin at Monroe, Michigan. The Raisin flows through portions of five Michigan counties and a small corner of Ohio. The watershed covers 1,059 square miles and has a population of approximately 189,000. The Raisin economy is very closely tied to agriculture, the land use that covers roughly 75% of the watershed, with most farms growing row crops, particularly corn.

The dams were originally built in the mid-1930s to facilitate conveyance of sanitary sewer over the river's bedrock bottom. Removal of the dams or construction of fish passage structures, was originally recommended by the Michigan Department of Natural Resources in the River Raisin Assessment published in 1998 (refer to Fisheries Special Report 23:

http://www.michigan.gov/dnr/0,1607,7-153-10364_52259_10951_19056-46270--,00.html). Since that time it has been recommended as a priority project in the recently approved River Raisin Watershed Management Plan

(http://www.michigan.gov/deq/0,1607,7-135-3313_3682_3714_31581-228325--,00.html) and as the top priority project for delisting the fish and wildlife habitat beneficial use impairment (BUI) in the River Raisin AOC. The project location is shown on Figures 1 and 2.

The primary goals of this restoration project are to:

- Continue beyond Phase 1 to restore hydrologic and habitat connection between the River Raisin and Lake Erie by creating fish passage over/through four additional dams in the River Raisin. This will allow for free movement of a variety of fish, freshwater mussels, aquatic insects, waterfowl, and other wetland dependent fauna at all flow rates.
- Ensure fish passage from Lake Erie to the lower 23 miles of the River Raisin.
- Restore fish passage for all low flow dams in a manner that also ensures safe passage of small boat traffic (e.g., canoes, kayaks) over the dams.
- Stimulate the local economy through increased recreational use of the River Raisin, including recreational angling, boating, and wildlife sightseeing opportunities.

7. Proposed Work

The proposed work plan will include the following tasks:

A. Project Oversight

A project oversight committee (POC) was created as part of the Phase 1 project and will continue to regularly meet during the Phase 2 project. This committee consists of representatives from the City of Monroe, Monroe County, MDEQ, RR PAC, Phase 1 consultant team, and other pertinent stakeholders. Project oversight will include a project kickoff meeting, bi-monthly POC meetings (or more frequently as needed), GLRI quarterly and semi-annual reporting, and preparing a final project report.

B. Site Assessment

The site assessment includes all the work necessary to:

- Characterize access and confirm access ownership
- Determine location, condition and dimensions of any potential conflicts of infrastructure, including the dams and sewer crossings
- Determine channel dimensions and sediment build-up in the project area
- Identify temporary easements, if needed
- Record water level measurements
- Collect detailed survey of cross-sections, bathymetry, and longitudinal profile
- Conduct a detailed pre-construction ecological assessment, which includes surveys of fish, macroinvertebrates, mussels and vegetation.

C. Communication Plan

The communication plan will consist of public meetings and a project website, both of which were also included as part of the Phase 1 project work plan. Under Phase 2, there will be a continuation of this effort to increase public awareness and general support of the efforts to improve fish and recreational boat passage along the river. The public meetings will be a venue by which the City can present proposed design concepts, provide updates on project progress, and present post-construction monitoring results. The project website is currently being developed as part of Phase 1. This site will be regularly updated with project progress and upcoming meeting dates throughout the Phase 2 project. The site will also be used to post relevant documents or project files for downloading, and it offers an opportunity for the public to post comments and questions on the project. Once the project

is completed, the website will be used to share the overall project story, including measures of success and lessons learned.

D. Design and Permitting

Currently, the Phase 2 concept plan includes the following improvements to allow for fish and small boat passage:

- Install rock ramps or rock arch rapids at Dams 4 and 5 (see Figure 3).
- Construct a low-flow channel around the Waterloo Dam (see Figure 4).
- Clean and stabilize the Grape Dam millrace (see Figure 5).

Example drawing details for rock arch rapids and rock ramps are shown on Figure 6 and Figure 7, respectively. The detailed hydraulic model used in the Phase 1 design will be updated to include survey data collected within the Phase 2 project area. The model will be used to assess critical design parameters for fish passage, including velocity and water depth over the dam crossings. The model will also be used to demonstrate that the selected alternatives do not cause an increase in flood elevations within the City or upstream of the City. This task also includes preparing plan drawings and specifications based on the final design and obtaining the necessary permits. The Construction Storm Water Permit, Soil Erosion and Sediment Control Permit, Dam Removal permit, and Section 301/303 and 404 permits will be obtained before construction commences.

E. Construction

The construction task includes the preparation of contract documents, including final plans and specifications. The City will undergo a competitive bidding process to obtain a qualified contractor to perform the construction. This task also includes construction contract administration, on-site inspection during the construction, project progress meetings with the contractor, and reporting. The project team will provide contractor oversight of demolition and removal, construction debris disposal/recycling, site grading and restoration, and impacted materials stockpiling/disposal. The project team will also verify that the contractor performs the work in accordance with the contract documents and bid specifications.

F. Post-Construction Assessment

The post-construction ecological assessment will be conducted in Spring 2013, following the Phase 2 construction. This assessment will include surveys of fish, macroinvertebrates, mussels and vegetation and will follow the same methods and procedures as the pre-construction assessment. The post-construction data will be compared to the pre-construction data in an effort to evaluate the success of the project.

8. Proposed Work Outcomes and Products

Project deliverables or work products that will be developed as part of this project include final design plans, contract documents, results of pre- and post-construction ecological assessments, quarterly and semi-annual reports (using the GLAS online reporting database), and a final project report.

Expected project outcomes are as follows:

- Reconnect a significant portion (23 miles) of the River Raisin to the Great Lakes System.
- Restore fish passage through this stretch of the river for the first time in over 70 years.
- Improve fish and wildlife habitat and contribute to increases in species diversity and populations.

- Project activities will result in significantly contributing to delisting of two fish and wildlife-related BUIs (populations and habitat) in the River Raisin AOC.
- Project activities will contribute substantially to the delisting of the River Raisin AOC.
- Water-based recreational activity will increase, expanding the "community of stakeholders" and strengthening local stewardship.
- The local economy will be stimulated in a sustainable manner due to an increase in recreational use of the River Raisin.

9. Measuring Progress

Progress will be measured by evaluating various ecological parameters, including fish, macroinvertebrates, mussels, and aquatic macrophytes. A qualitative assessment of stream habitat will also be conducted. Fish surveys will be conducted in cooperation with the Michigan DNR and may include electrofishing using boats or backpack equipment, as appropriate, both upstream and downstream of each dam. Macroinvertebrates will be sampled qualitatively and quantitatively both upstream and downstream of each dam. The specimens collected will be counted and identified to genus level. Mussel surveys will document the number and species of live mussels found, as well as fresh dead shells. Voucher specimens of empty valves or photographs of live specimens will be used to confirm the species found at the site. Wading and boat rake surveys will be conducted to identify emergent and submergent vegetation that is present upstream and downstream of each dam. Plants will be identified to species.

10. Project Milestones

The proposed project milestones for this project are as follows:

Project Task	Proposed Completion Date
Start of Project	August 2011
Quality Assurance Documentation	August 2011
Site Assessment	October 2011
Project Design	March 2012
Permit Obtained	April 2012
Contract Awarded	June 2012
Start of Construction	August 2012
End of Construction	September 2012
Post-Construction Assessment	May 2013

11. Budget

Project Task	Estimated Cost
Engineering – Site Assessment, Design, Permitting ¹	\$230,000
Project Management & Communication ²	\$115,000
Construction	\$1,150,000
Total Estimated Project Cost	\$1,495,000

1. Calculated based on 20% of the construction cost.

2. Calculated based on 10% of the construction cost.

FIGURES:

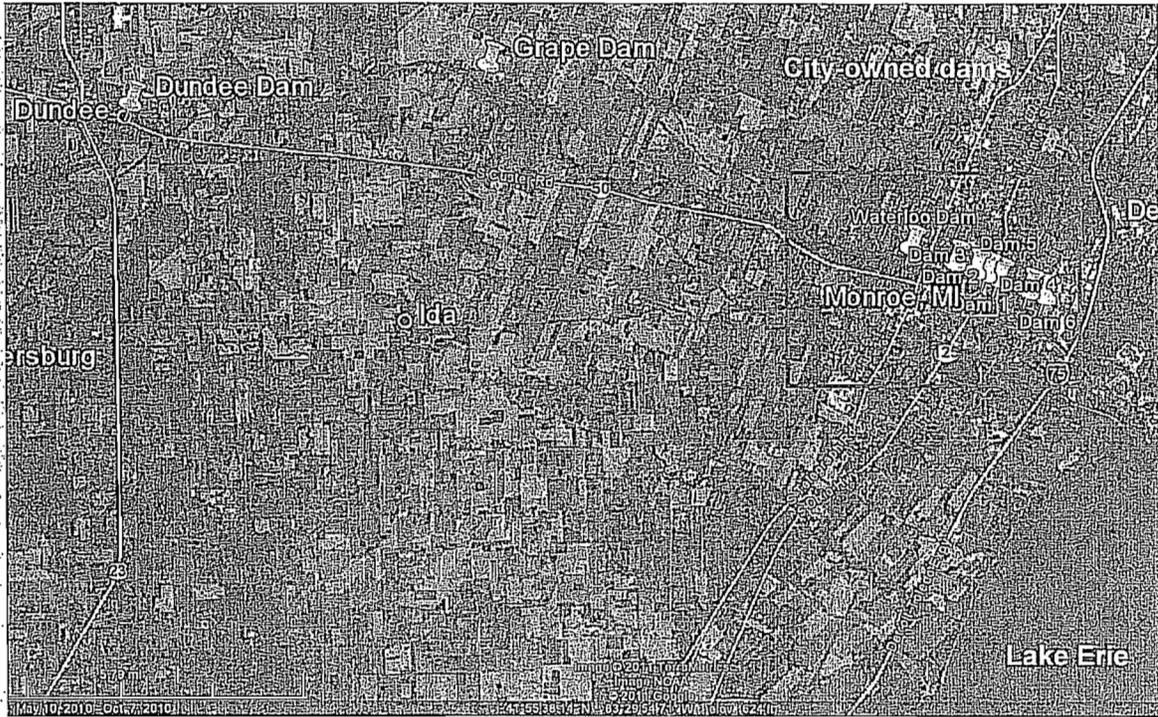


Figure 1: Project Location Map – Lower 23 Miles of the River Raisin



Figure 2: Locations of City-Owned Dams

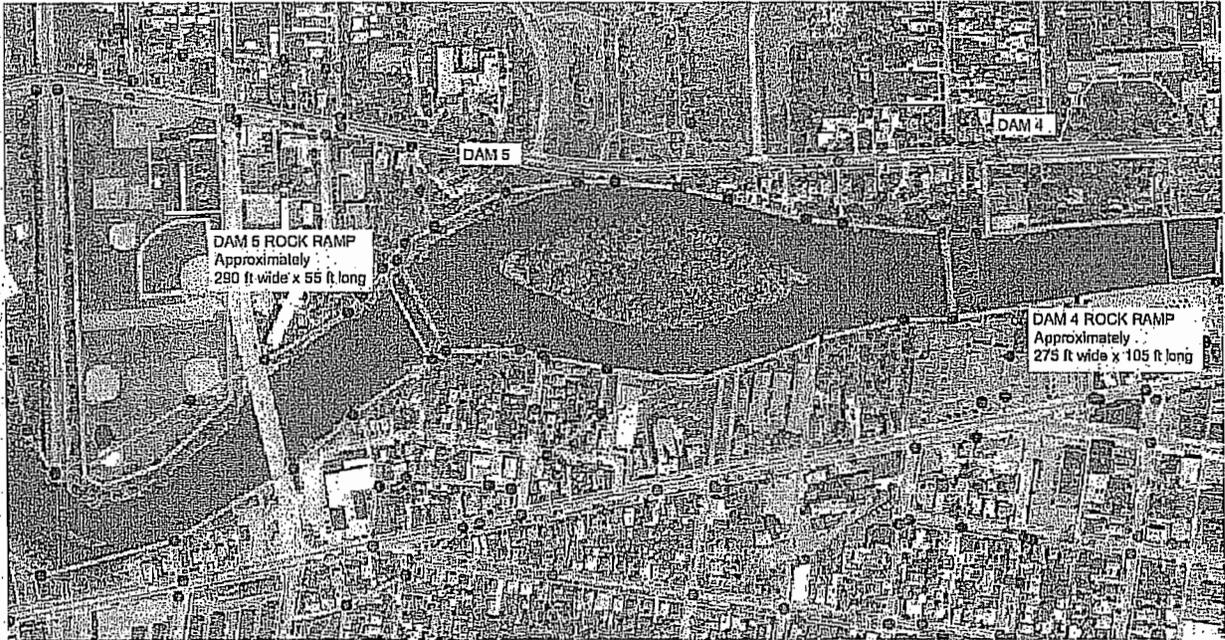


Figure 3: Proposed Locations of Rock Ramps or Rock Arch Rapids at Dam 4 and Dam 5

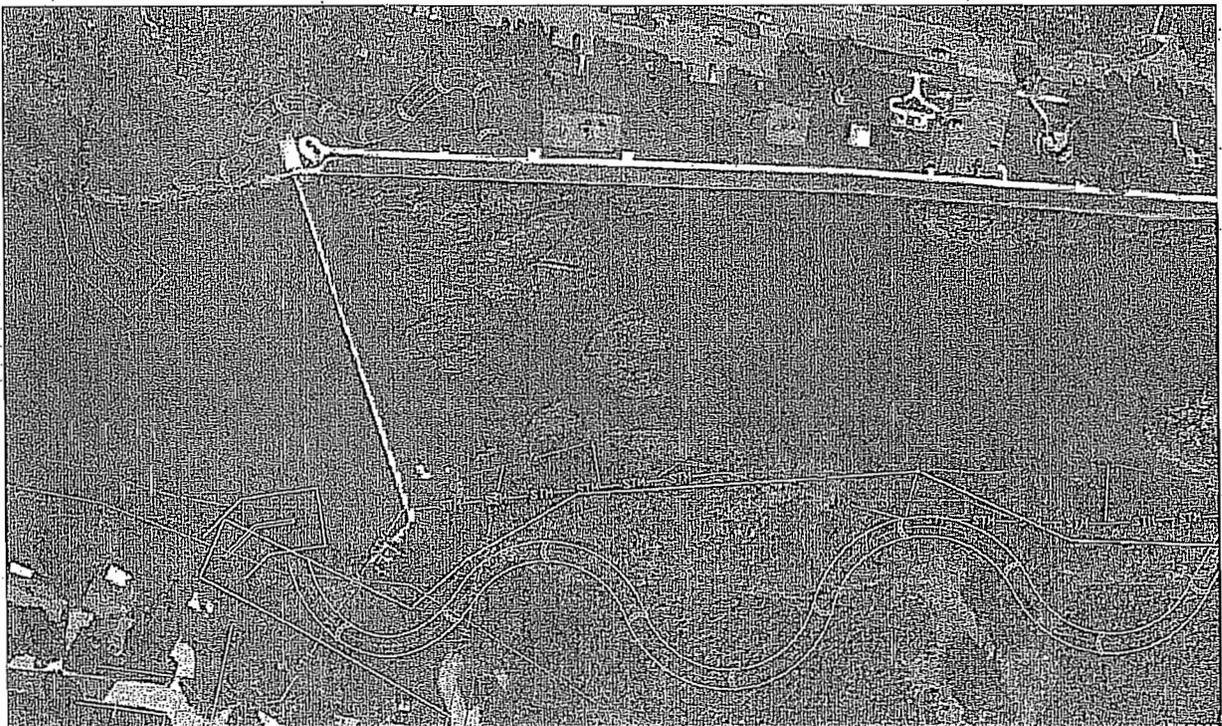
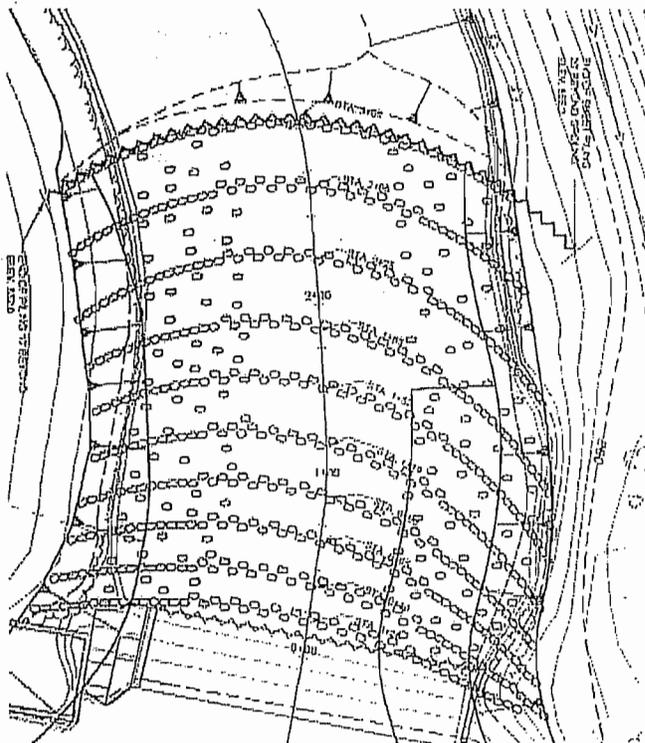


Figure 4: Conceptual Channel around Waterloo Dam



Figure 5: Grape Dam Millrace



5.) Rounded heldstair shall be applied to the flowline grade at a depth of 24.36 inches.

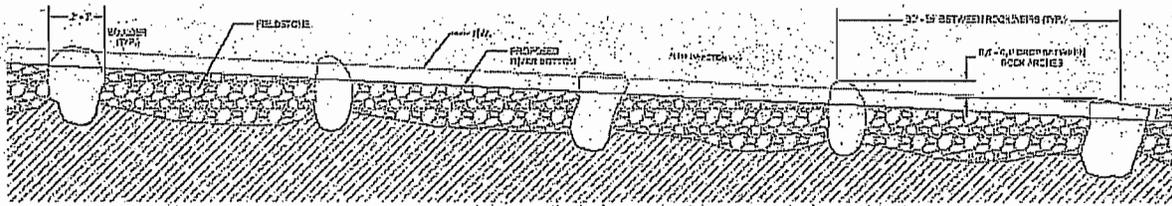


Figure 6: Concept Drawings for Rock Arch Rapids

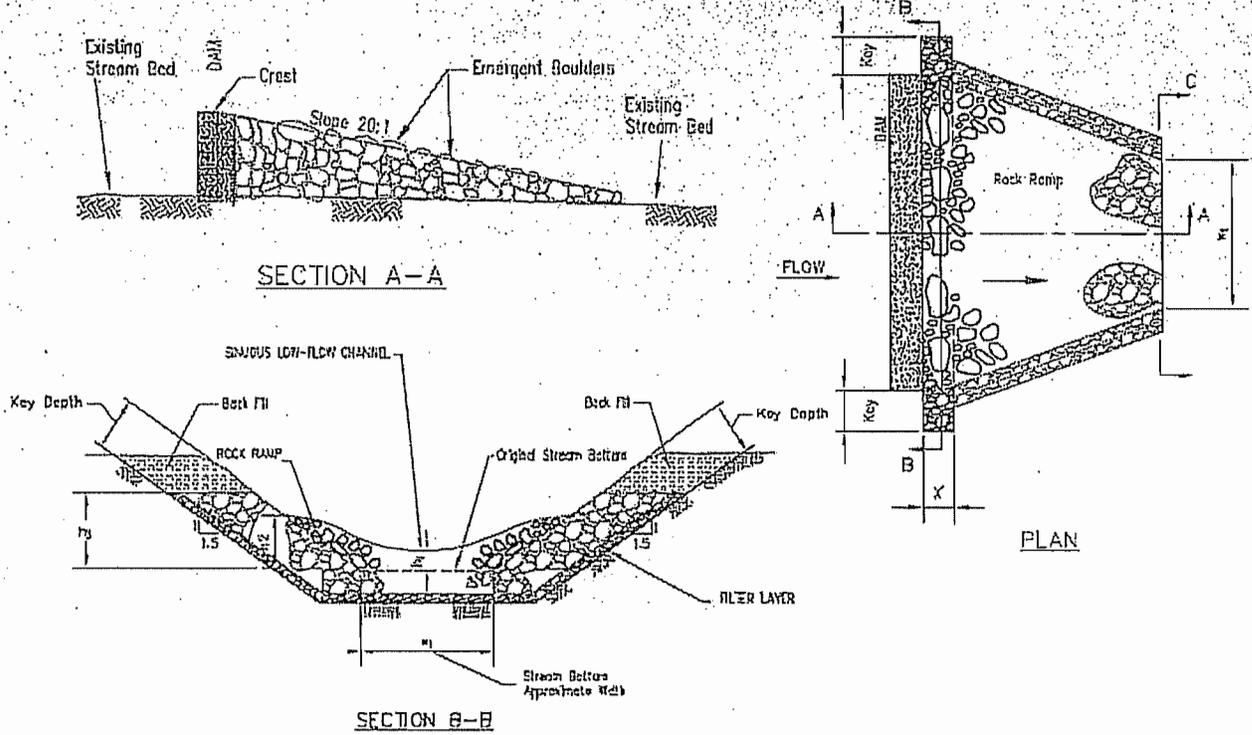


Figure 7: Concept Drawings for Rock Ramps

CITY OF MONROE
REQUEST FOR QUALIFICATIONS
for
PHASE 2 PROJECT DESIGN AND CONSTRUCTION OVERSIGHT FOR
CREATING FISH PASSAGE OVER CITY OF MONROE LOW HEAD
DAMS, WATERLOO DAM AND GRAPE DAM

1. Purpose of Work / Project Background:

The City of Monroe is soliciting statements of qualifications to assist with design and construction administration services for removing and/or remediating two low head dams, and the Waterloo and Grape Dams on the River Raisin in Monroe. This is the second of a two phase project to remediate or remove all six of the low head dams and the Waterloo Dam and Grape Dam on the Raisin in Monroe County. The consultant team for this project will be expected to review, modify (as needed) Phase I design / analysis, prepare construction documents, permit applications and provide construction oversight for this project. The City of Monroe is currently securing grant funding of approximately \$1.5 Million and anticipates having the funding agreement in place by August 2011.

2. Supporting Documentation

The following is a list of previous studies and documents that may be useful in investigating the history of this project. These are all available at the City Engineering Department for review, and copies are available at cost if desired. PDF files are also available on request. Contact Patrick M. Lewis, P.E., Director of Engineering and Public Services, 120 East First Street, Monroe, MI 48161, (734) 384-9126, patrick.lewis@monroemi.gov

- a. Delisting Targets for Fish/Wildlife Habitat and Population Related Beneficial Use Impairments for the River Raisin Area of Concern (AOC)
- b. Phase 1 - City of Monroe Great Lakes Restoration Initiative Grant Proposal to the Environmental Protection Agency (submitted January, 2010) - **attached**
- c. Phase 2 - City of Monroe Great Lakes Restoration Initiative Grant Proposal to the Environmental Protection Agency (submitted April, 2011) - **attached**

3. Scope of Work – Part One (Project Administration, Site Assessment and Project Design) and Part Two (Construction Engineering and Post-Construction Assessment):

The selected consultant will assist the City with administering the GLRI grant and with developing and carrying out a public communication plan for this project. The consultant will also work with the City and the Michigan Department of Environmental Quality (MDEQ) to develop and carry out a detailed assessment of existing physical and biological conditions in the impoundments.

Following completion of the pre-construction environmental assessment, the City, selected consultant and other project partners will select the final project design alternative. The consultant will then proceed with any or all portions of the design, including construction documents and permits, as determined to be in the best interest of the project partners. The consultant should be prepared to assist, as necessary, with construction engineering administration and with the post-construction environmental assessment that will follow approximately one year after construction is completed. Exact requirements for this part shall be determined as the project progresses.

4. Schedule:

Environmental assessment and design is expected to take approximately six months from notice to proceed. Construction documents, permitting and construction contractor selection is expected to take approximately five months to complete. Construction is expected to take approximately six months, barring unforeseen circumstances. Two post-construction assessments are planned at seven and twelve months following completion of construction.

5. Selection Process

Selection of the consultant(s) shall be based on scoring the following items:

1. The qualifications and past experience of the project team, and availability of staff. Must demonstrate technical expertise in hydrology and hydraulics, geology, fisheries, aquatic biology, fluvial geomorphology, recreation and dam engineering and the ability to adequately staff this project. The response to this RFQ should include key team members, role, and percent of time commitment by each key member (25 points).
2. Past experience and relationships with the City of Monroe, including individuals and non-profits in and around the River Raisin, Monroe County, the MDEQ, NOAA, USGS, EPA and USFWS. Please include a short narrative description of consultant team's experience dealing with these agencies specifically in southeast Michigan and in the Great Lakes region, in general (25 points).
3. Experience administering federal grant work. Please include up to three references on administration of federal grants. (15 points)
4. Commitment to provide grant match effort of at least \$7,000 (15 points).
5. Demonstrated ability to complete this work within the desired time frame. Summarize consultant team's total hours by task over project duration (20 points).

6. Proposal Submission:

The successful firm or firms must have extensive experience in related work, specifically focused on dam removal and remediation, particularly remediation that maintains fish and small recreational boat traffic. A Statement of Qualifications and Project Understanding must be provided. In the Project Understanding please describe any

unique issues/constraints, and opportunities along with the actions and plans your team has identified to help complete this project successfully.

Questions on this RFQ must be submitted in writing via fax or email by the close of business (4:30 P.M. EST) on Monday, July 11, 2011. No phone call responses to questions will be provided. All consultants desiring to submit proposals for review must notify the City of Monroe in writing or via email of their intention no later than Monday, July 11, 2011, to ensure that all interested vendors will receive all answers to questions raised. Responses to all questions will be sent to all consultants that have notified the City of Monroe of their intention to submit by the close of business on Friday, July 15, 2011. Interested consultants should submit at least five (5) copies of their proposal by 3:00 P.M. (EST) on Wednesday, July 20, 2011.

Proposal and all correspondence should be submitted to:
Patrick M. Lewis, P.E., Director of Engineering and Public Services
City of Monroe, 120 East First Street, Monroe, MI 48161
(734) 384-9126
(734) 384-9108 (fax)
patrick.lewis@monroemi.gov

7. Selection Process and Project Costs:

Selection of the consultant shall be based on the qualifications and experience of all firms submitting proposals for the work. All budgeted project costs are included in the City of Monroe Great Lakes Restoration Initiative Grant Proposal to the Environmental Protection Agency (attached). Projected project hours and anticipated project consulting fees from the submitting consulting firm are required to be submitted under separate cover the same day & time the RFQ proposals are due. The only opened fee submittal will be the highest scored RFQ proposal where the fee schedule / contract will then be negotiated and awarded contingent on EPA award / City of Monroe approval. The selection team will consist of representatives from the City of Monroe, Monroe County, the PAC and other agencies, as deemed appropriate.

Phase 2 Fish Passage over City of Monroe Low Head Dams, Waterloo Dam & Grape Dam

City of Monroe, MI

Summary of Hours and Cost by Task:

Task	Total Hours	Total Cost
1. Project Oversight	492	\$60,500
2. Site Assessment	272	\$53,200
3. Communication Plan	216	\$27,600
4. Fish Passage Structure Design & Permitting	1,332	\$131,600
5. Construction	416	\$43,000
6. Post-Removal Assessment	200	\$19,600
Hours Provided as Match	78	\$0
TOTAL	3,006	\$335,500



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST TO OBTAIN WATER MAIN AND SERVICE EASEMENTS ON MAPLE BOULEVARD - WATER DEPARTMENT

DISCUSSION: Attached please find proposed water main and service easement agreements along Maple Boulevard between Lorain Street and Scottwood Avenue. The owner of the subject easement property is International Transmission Company (ITC). The easement agreement is on standard ITC forms. As you may recall, replacement of the water main on Maple Boulevard from Elm to Lorain and rerouting of water services to the newer 12" water main located on the east side of boulevard is part of an approved Fiscal Year 2011-2012 Capital Improvement Program project. In 1979, an easement was obtained from Detroit Edison (owner at the time) to install a new water main within the Detroit Edison property along Maple Boulevard from Lorain Street to the north end of Greenwood. The 1979 water main is actually installed in a modified location from the granted 1979 easement. The Water Department field located the water main such that a revised easement agreement is required for the existing 12" water main. The proposed water main and service easements are routed across the ITC property so as to service and abandon the older 6" water main located on the west side of the boulevard.

An amount of \$4,200.00 is required to acquire the easements. The easement is considered a real estate acquisition where the City Charter (C-63) requires that two-thirds vote of City Council is required (5 votes). The attached agreements have been reviewed by Tom Ready, City Attorney, such that he is familiar with the provisions. The agreement will be executed by the grantors (ITC) upon City execution.

IT IS RECOMMENDED that the attached agreement be approved, easement fees be paid to acquire said easement and that the Mayor and City Clerk/Treasurer execute the agreement on behalf of the City of Monroe in complete the approved Fiscal Year 2011-2012 Capital Improvement Program project.

CITY MANAGER RECOMMENDATION:

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

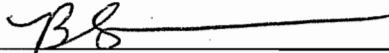
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Construction project cannot be complete without easement execution.

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: Water Department, City of Monroe

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 321,220.00
Cost of This Project Approval	\$ 4,200.00
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>
Water System	59140538 972000 12W03	\$ 4,200.00
<u>Other Funds</u>		\$

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** November 2, 2011

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: November 7, 2011

WATER SERVICE LINE EASEMENT

THIS INDENTURE is made as of _____ 2011, between **International Transmission Company**, a Michigan corporation, 27175 Energy Way, Novi, Michigan 48377, ("Grantor"), and the **City of Monroe**, a Michigan municipal corporation, 120 East First Street, Monroe, Michigan 48161("Grantee").

WITNESSETH:

Grantor, for good and valuable consideration, the release and sufficiency of which are hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a non-exclusive easement solely for ten (10) water service lines in, under, and across ten (10) 2 foot wide strips ("Easement Strips") on Grantor's Land in the City of Monroe, County of Monroe, and State of Michigan.

Grantor's Land is described as follows:

Grantor's Land Parcel 149

Commencing at a point on the north side of Elm Avenue in the City of Monroe, 71 feet east of the west line of Private Claim No. 99; thence north parallel with the west line of Private Claim No. 98, 6,362.8 feet; thence around a 4° curve to the right 1,168.3 feet; thence north 69°57' East 84.7 feet to the right of way of the Flint & Pere Marquette Railroad; thence westerly along the south side of said right of way to the west line of Private Claim No. 98; thence south along the west line of said Private Claim No. 98 to Elm Avenue; thence east seventy-one (71) feet to the place of beginning, excepting there from that part deeded to City of Monroe by D.M. & T.S.L.R.R. for extension of Noble Avenue and for the opening of Maple Avenue. Subject to right of way for the purpose of constructing and maintaining a public highway across said parcel at Maywood, Rosewood, Parkwood and Scottwood Avenues granted by Huron Farms Company to the City of Monroe on June 20, 1942. Subject to right of way to The Detroit Edison Company as described in Parcel 86.

Grantor's Land Parcel 86

Part of Northwest Quarter of Section 16, and of fractional Section 9, T. 5 S., R. 10 E., described as being a strip of land 66 feet in width, throughout its entire length, and to be 26 1/2 feet wide on the westerly side, and 39 1/2 feet wide on the easterly side of the center line of the road of the former Detroit, Monroe & Toledo Short Line Railway as surveyed and located; said center line being described as follows: Beginning at a point in the center of the South Rockwood River Road, 606 1/2 feet westerly from the west rail of the L.S. & M.S. Railway main line track where the same intersects the center line of said

River Road; thence north 9°25' East, a distance of 562.3 feet; thence around a 3° curve to the right, a distance of 1,041.7 feet; thence north 40°40' East, a distance of 675 1/2 feet to the center of the Huron river, and containing 3.45 acres. Subject to right of way for a drain granted by Huron Farms Company to County of Monroe on December 9, 1940; also subject to right of way granted by Huron Farms Company to the Detroit Edison Company on October 30, 1935, and recorded in Liber 264 of Deeds on Page 613, Monroe County Records.

The Easement Strips are described as follows and depicted on Exhibit A attached hereto:

WATER SERVICE LINE EASEMENT "A" and MAINTENANCE EASEMENT "A"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at the Southwest corner of Lot 152, "Assessor's Plat of Winkworth Plat", as recorded in Liber 6 of Plats, Page 66, Monroe County Register of Deeds Office, also the northeast corner of East Lorain Street and Maple Avenue; thence North 22°20'44" East, along the easterly line of Maple Avenue, 58.33 feet to Point A; thence North 67°52'46" West 30.05 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 41.00 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

WATER SERVICE LINE EASEMENT "B" and MAINTENANCE EASEMENT "B"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at above described Point A; thence North 22°20'44" East, along the easterly line of Maple Avenue, 66.38 feet to Point B; thence North 67°52'46" West 30.17 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 41.00 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

WATER SERVICE LINE EASEMENT "C" and MAINTENANCE EASEMENT "C"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at above described Point B; thence North 22°20'44" East, along the easterly line of Maple Avenue, 81.78 feet to Point C; thence North 67°52'46" West 30.33 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 41.00 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

WATER SERVICE LINE EASEMENT "D" and MAINTENANCE EASEMENT "D"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at above described Point C; thence North 22°20'44" East, along the easterly line of Maple Avenue, 25.64 feet to Point D; thence North 67°52'46" West 30.38 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 41.00 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

WATER SERVICE LINE EASEMENT "E" and MAINTENANCE EASEMENT "E"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at above described Point D; thence North 22°20'44" East, along the easterly line of Maple Avenue, 82.41 feet to Point E; thence North 67°52'46" West 30.53 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 41.00 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

WATER SERVICE LINE EASEMENT "F" and MAINTENANCE EASEMENT "F"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at above described Point E; thence North 22°20'44" East, along the easterly line of Maple Avenue, 238.14 feet to Point F; thence North 67°52'46" West 30.98 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 62.00 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

WATER SERVICE LINE EASEMENT "G" and MAINTENANCE EASEMENT "G"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at above described Point F; thence North 22°20'44" East, along the easterly line of Maple Avenue, 34.40 feet to Point G; thence North 67°52'46" West 31.05 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 62.00 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

WATER SERVICE LINE EASEMENT "H" and MAINTENANCE EASEMENT "H"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at above described Point G; thence North 22°20'44" East, along the easterly line of Maple Avenue, 67.96 feet to Point H; thence North 67°52'46" West 31.17 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 62.00 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

WATER SERVICE LINE EASEMENT "I" and MAINTENANCE EASEMENT "I"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at above described Point H; thence North 22°20'44" East, along the easterly line of Maple Avenue, 97.71 feet to Point I; thence North 67°52'46" West 31.36 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 62.00 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

WATER SERVICE LINE EASEMENT "J" and MAINTENANCE EASEMENT "J"

A 2.00 foot wide easement for water service line and a 20.00 foot wide easement for water service line maintenance, over part of Private Claim No. 98, City of Monroe, Monroe County, Michigan, both described by their common centerline as:

Commencing at above described Point I; thence North 22°20'44" East, along the easterly line of Maple Avenue, 81.30 feet to Point J; thence North 67°52'46" West 34.79 feet to the easterly line of above described Grantor's Land and the **Point of Beginning**; thence continuing North 67°52'46" West 47.42 feet to the westerly line of said Grantor's Land and the **Point of Termination**.

The 2 foot wide water service line easement across the Easement Strips is conveyed solely to allow Grantee to lay, install, construct, operate, inspect, maintain, repair, replace (but not enlarge) and remove ten (10) 1 inch diameter waterline ("Waterline"), with associated valves, corrosion control equipment and appurtenances, for the transportation of water in, under and across the Easement Strips. The Waterline shall be buried a minimum of 4 feet beneath the surface of the land (measured from the surface of the land to the top of the Waterline) and shall be located in the center of the Easement Strips.

For initial construction and subsequent maintenance purposes Grantee may gain access to the Water Service Line Easement Strips on a 20 foot wide strip of land described above as the Maintenance Easement.

This Easement is given by Grantor subject to the following express conditions and reservations:

1. Grantee acknowledges and agrees that the grant of this easement by Grantor to Grantee for water service waterline purposes does not impact, hinder or affect the right of Grantor to use the Easement Strips in any manner that does not unreasonably interfere with Grantee's use for water service waterline purposes, including but not limited to the right of Grantor to use the Easement Strips and other areas described above to access, construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove an electric transmission line or lines and a telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable related to the telecommunications line or lines), and equipment for transmitting electricity and communications.

2. Grantor specifically reserves the right at any time to cut, trim remove, destroy and otherwise control any or all trees, bushes, or brush now or hereafter standing or growing within the Easement Strips.

3. Grantee's use of the Easement Strips shall be at Grantee's sole and absolute risk and expense. Grantee agrees that it will maintain sole and absolute responsibility for the construction, operation, maintenance, and/or use of Grantee's Waterline improvements located in the Easement Strips and that it will be solely responsible for any claims relating to damages because of bodily injury or death of any person arising out of the construction, operation, maintenance, and/or use of the water service line improvements located in the Easement Strips.

4. Construction, maintenance, repair, and removal of the Waterline shall comply with the following requirements:

a. Grantee shall contact the Utility Communications System (Miss Dig), phone number 811 or (800) 482-7171 prior to performing any excavation on the Easement Strips, in accordance with Michigan Compiled Law 460.701 et seq.

b. Grantee, its agents, employees, contractors, subcontractors, invitees and licensees shall take appropriate measures to prevent erosion during work activities on the Easement Strips and shall re-seed all disturbed areas after work is complete.

c. Construction personnel and equipment shall, at all times, maintain a minimum of 20 foot radial distance from all electric conductors on Grantor's land. If more stringent, MIOSHA standards shall be observed.

d. No dump truck may lift its bed under any electric conductor on Grantor's land.

e. All construction activities, including trenching, must maintain a minimum distance of 20 feet (edge to edge) from any electric transmission structure foundation.

f. Grantee shall not dig within 20 feet of any electric transmission structure without Grantor's prior written consent.

g. Grantee may not permanently change the grade on the Easement Strips without Grantor's prior written consent.

h. No soil may temporarily be placed within 20 feet of Grantor's electric lines, poles, or towers.

i. Grantee shall send "as built" drawings upon completion of the construction of the Waterline to: ITC, Real Estate Dept., 27175 Energy Way, Novi, Michigan 48377.

j. Any cranes or derricks operated on Grantor's land shall be operated in accordance with the National Electric Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) rules respecting the operation of such equipment.

k. Grantee, its agents, employees, contractors, subcontractors, invitees and licensees shall perform all work on Grantor's land in compliance with all federal, state, and local laws respecting such work.

l. Any and all damage to the Easement Strips, Grantor's land or Grantor's facilities, structures, lands or improvements caused by the activities of Grantee its agents, employees, contractors, subcontractors, invitees and licensees will be promptly restored by Grantee at its sole cost and expenses, or at the option of Grantor, restored by or under the direction of Grantor and Grantor immediately thereafter shall be paid by Grantee upon presentation of a billing.

m. The modification of any component of any Waterline or underground work as may be authorized by this document shall be subject to the prior review and approval of Grantor.

5. Grantee shall not place any buildings or above-ground structures on Grantor's land, either temporarily or permanently, except for Waterline identification markers necessary to mark the location of the Waterline and shall not a) store any materials or other items, or b) construct roads or driveways on Grantor's land without Grantor's prior written consent.

6. Grantor shall not be required to incur any cost or expense as a result of Grantee's use of Grantor's land pursuant to this Easement. Without limiting the generality of the foregoing, Grantor shall not be responsible for repairing any damage to Grantee's Waterline that occurs during maintenance, repair, replacement or removal of Grantor's existing utility facilities or structures or during construction of new utility facilities or other structures on the Easement Strips or on Grantor's adjoining land, except to the extent such damage arises in connection with or as a direct or indirect result of Grantor's sole negligence or intentional misconduct.

In case it shall be necessary, in Grantor's sole opinion, to change any utility facilities or other structures now or hereafter located upon the Easement Strips or upon the adjoining land that affect the existing location of the Waterline, Grantor shall provide reasonable notice to Grantee to move the Waterline at Grantee's sole expense. If Grantor requests the relocation of the Waterline, Grantor shall provide a reasonable and viable alternative location for the Waterline.

7. Grantee shall perform all work on the Easement Strips in compliance with all federal, state, and local laws respecting such work, including but not limited to the acquisition of soil erosion and sedimentation control permits. Grantee is responsible for determining whether any such licenses or permits are required. Upon request, Grantee shall provide copies of all such permits to Grantor.

8. This Easement is granted without any warranties or covenants of title and subject to any licenses, leases, easements, or other interest in the Easement Strips previously granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, whether or not of record.

9. Grantee shall maintain in effect commercial general liability insurance, written on a "per occurrence" basis, protecting Grantor against claims from any and all persons, firms and corporations for personal injury, death or property damage occurring upon, in or about the Easement Strips or arising from Grantee's use of the Grantor's land. Said insurance policy will provide coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. All insurance policies provided pursuant to this section shall be obtained by Grantee from an insurance carrier or carriers of good reputation and sound financial responsibility selected by Grantee. Policies or certificates of insurance evidencing such insurance shall be delivered to Grantor upon execution of this easement agreement and certificates evidencing renewal of such insurance shall be delivered to Grantor at least ten (10) days' prior to the expiration of any such policy of insurance. Such policy shall contain an agreement by the insurers not to cancel such policy or materially alter its coverages except upon at least thirty (30) days' prior written notice to Grantor. Grantee hereby waives its rights of subrogation and recovery against Grantor for any loss, injuries or damages to persons or property or both, arising directly or indirectly out of the use of Grantor's land pursuant to this Easement Agreement. All property on the Easement Strips belonging to Grantee, its agents, employees, contractors, subcontractors, invitees and licensees shall be at the risk of Grantee or such other person only, and Grantor shall not be liable for damage thereto or for the theft, misappropriation or loss thereof. Further, Grantee agrees to indemnify and save Grantor harmless from and against all claims for personal injuries or property damages arising out of the work performed on Grantor's land pursuant to this easement. In addition, Grantee agrees that it will maintain sole responsibility for the construction, operation, maintenance, and/or use of the Grantee's facilities located in the Easement Strips and that Grantee will be solely responsible for any claims relating to damages because of bodily injury or death of any person arising out of the construction, operation, maintenance, and/or use of the Grantee's facilities located in the Easement Strips.

10. As an inducement to Grantor to grant this Easement, Grantee agrees that in the event that use of Grantor's land pursuant to this Easement at any time results in the presence on or under Grantor's land (which shall include but not be limited to the groundwater underlying Grantor's land) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and 2) all actions that are necessary to restore Grantor's land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Grantee shall include, but not be limited to: a) the investigation of the environmental condition of said land, b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off said land. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor copies of all test results and reports generated in connection with the above activities and of all reports submitted to any governmental entity. Grantee further agrees that Grantor shall not have any responsibility or liability in connection with any other actions that the State of Michigan or any other governmental body may hereafter deem necessary or advisable in connection with: i) the presence on or beneath the Grantor's land of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of Grantee's exercise of the rights herein granted; ii) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly or Grantee's

exercise of the rights herein granted; or iii) Grantee's failure to comply with the terms and conditions of this Easement.

11. Grantee covenants and agrees to indemnify, defend, and hold Grantor, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: a) the presence on or beneath Grantor's land, including but not limited to the groundwater underlying Grantor's land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of use of Grantor's land pursuant to this Easement; b) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or c) Grantee's failure to comply with the terms and conditions of this Easement.

12. If, within 5 years from and after the date hereof, neither Grantee nor Grantee's successors or assigns, have constructed the Waterline permitted in this Easement, the rights herein conveyed shall terminate and revert in Grantor, its heirs, successors, or assigns. Further, if, after constructing the Waterline, Grantee or Grantee's successors and assigns cease using the Waterline for a continuous 2-year period, then the rights hereby conveyed shall terminate and revert in Grantor, its heirs, successors, and assigns.

13. Grantee's acceptance of this Easement shall be deemed an acceptance of the terms and conditions of this grant. Grantee agrees that Grantor shall have the right to revoke this Easement should Grantee fail in any way to comply with any of the provisions set forth herein.

14. The covenants and agreements set forth in this Easement shall run with the land and be binding upon and inure to the benefit of the respective successors and assigns of the parties.

15. This document may be signed in one or more counterparts, each of which shall be an original. A counterpart of this document with separate but fully executed signature pages attached thereto shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

GRANTOR:
International Transmission Company

By: _____
Christine Mason Soneral
Its Vice President and General Counsel – Utility Operations

Acknowledged before me in Oakland County, Michigan, on _____, 2011,
by **Christine Mason Soneral**, Vice President and General Counsel – Utility Operations, of
International Transmission Company, a Michigan corporation, for the corporation.

GRANTEE:
City of Monroe, a Michigan municipal corporation

By: Robert E. Clark
Robert E. Clark, Mayor
Its: Mayor

By: _____
Charles D. Evans
Its: Clerk-Treasurer

Acknowledged before me in Monroe County, Michigan, on _____, 2011,
by **Robert E. Clark**, Mayor of City of Monroe, a Michigan municipal corporation for the
corporation.

Notary Public

County, _____
Acting in _____ County
My commission expires: _____

Acknowledged before me in Monroe County, Michigan, on _____, 2011,
by **Charles D. Evans**, Clerk-Treasurer of City of Monroe, a Michigan municipal corporation for
the corporation.

Notary Public

County, _____
Acting in _____ County
My commission expires: _____

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from
State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

Prepared by:
Patricia T. Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

Return recorded instrument to:
International Transmission Company
Real Estate Department
Attn: Elaine Clifford
27175 Energy Way
Novi, Michigan 48377

WATER MAIN EASEMENT

THIS INDENTURE is made as of _____ 2011, between **International Transmission Company**, a Michigan corporation, 27175 Energy Way, Novi, Michigan 48377, ("Grantor"), and the **City of Monroe**, a Michigan municipal corporation, 120 East First Street, Monroe, Michigan 48161("Grantee").

WITNESSETH:

Grantor, for good and valuable consideration, the release and sufficiency of which are hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a non-exclusive easement ("Easement") solely for the purpose of a water main in, under, and across a variable width strip ("Easement Strip") on Grantor's land in the City of Monroe, County of Monroe, and State of Michigan.

Grantor's Land is described as follows:

Grantor's Land Parcel 149

Commencing at a point on the north side of Elm Avenue in the City of Monroe, 71 feet east of the west line of Private Claim No. 99; thence north parallel with the west line of Private Claim No. 98, 6,362.8 feet; thence around a 4° curve to the right 1,168.3 feet; thence north 69°57' East 84.7 feet to the right of way of the Flint & Pere Marquette Railroad; thence westerly along the south side of said right of way to the west line of Private Claim No. 98; thence south along the west line of said Private Claim No. 98 to Elm Avenue; thence east seventy-one (71) feet to the place of beginning, excepting there from that part deeded to City of Monroe by D.M. & T.S.L.R.R. for extension of Noble Avenue and for the opening of Maple Avenue. Subject to right of way for the purpose of constructing and maintaining a public highway across said parcel at Maywood, Rosewood, Parkwood and Scottwood Avenues granted by Huron Farms Company to the City of Monroe on June 20, 1942. Subject to right of way to The Detroit Edison Company as described in Parcel 86.

Grantor's Land Parcel 86

Part of Northwest Quarter of Section 16, and of fractional Section 9, T. 5 S., R. 10 E., described as being a strip of land 66 feet in width, throughout its entire length, and to be 26 1/2 feet wide on the westerly side, and 39 1/2 feet wide on the easterly side of the center line of the road of the former Detroit, Monroe & Toledo Short Line Railway as surveyed and located; said center line being described as follows: Beginning at a point in the center of the South Rockwood River Road, 606 1/2 feet westerly from the west rail of the L.S. & M.S. Railway main line track where the same intersects the center line of said

River Road; thence north 9°25' East, a distance of 562.3 feet; thence around a 3° curve to the right, a distance of 1,041.7 feet; thence north 40°40' East, a distance of 675 1/2 feet to the center of the Huron river, and containing 3.45 acres. Subject to right of way for a drain granted by Huron Farms Company to County of Monroe on December 9, 1940; also subject to right of way granted by Huron Farms Company to the Detroit Edison Company on October 30, 1935, and recorded in Liber 264 of Deeds on Page 613, Monroe County Records.

The Easement Strip is described as follows and depicted on Exhibit A attached hereto:

WATER MAIN EASEMENT

All that part of the above described Grantor's Land lying one foot (1') westerly of and twelve feet (12') easterly of the following described line; said line being an existing twelve inch (12") asbestos cement water main, field located on 7/12/2011:

Commencing at the southwest corner of Lot 152, "Assessor's Plat of Winkworth Plat", as recorded in Liber 6 of Plats, Page 66, Monroe County Register of Deeds Office, also the northeast corner of East Lorain Street and Maple Avenue; thence North 67°52'46" West, along the northerly line of East Lorain Street, 37.60 feet to the **Point of Beginning**; thence North 22°36'33" East 26.51 feet; thence North 22°40'04" East 307.99 feet; thence North 24°31'02" East 56.75 feet; thence North 19°01'47" East 54.60 feet; thence North 22°24'11" East 238.19 feet; thence North 20°54'03" East 40.90 feet; thence North 19°46'57" East 118.43 feet; thence North 22°23'51" East 33.36 feet to an existing 12 inch gate valve; thence North 22°57'30" East 120.13 feet to the southerly line of Scottwood Avenue as described in Liber 378, Pages 73-76 and the **Point of Termination**.

This Easement supersedes and releases an existing Water Main Easement, dated 5/30/1979 and recorded on 7/18/2011 in Document No.: 2011R13223 and is conveyed solely to correct the legal description and to allow Grantee the right to lay, install, construct, operate, inspect, maintain, repair, replace (but not enlarge) and remove a twelve inch (12") diameter water main pipeline ("Pipeline"), with associated valves, corrosion control equipment and appurtenances, for the transportation of water in, under and across the Easement Strip.

For subsequent maintenance purposes, Grantee may use a mutually agreed upon route Grantor's property to gain access to the water main Easement Strip.

This Easement is given by Grantor subject to the following express conditions and reservations:

1. Grantee acknowledges and agrees that the grant of this easement by Grantor to Grantee for water main purposes does not impact, hinder or affect the right of Grantor to use the Easement Strip in any manner that does not unreasonably interfere with Grantee's use for water main purposes, including but not limited to the right of Grantor to use the Easement Strip and other areas described above to access, construct, reconstruct, modify, upgrade, improve, maintain, operate, inspect, replace, repair, patrol and remove an electric transmission line or lines and a telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, structures, cables (including fiber optic cable related to the telecommunications line or lines), and equipment for transmitting electricity and communications.

2. Grantor specifically reserves the right at any time to cut, trim remove, destroy and otherwise control any or all trees, bushes, or brush now or hereafter standing or growing within the Easement Strip.

3. Grantee's use of the Easement Strip shall be at Grantee's sole and absolute risk and expense. Grantee agrees that it will maintain sole and absolute responsibility for the construction, operation, maintenance, and/or use of Grantee's Pipeline improvements located in the Easement Strip and that it will be solely responsible for any claims relating to damages because of bodily injury or death of any person arising out of the construction, operation, maintenance, and/or use of the Pipeline improvements located in the Easement Strip.

4. Construction, maintenance, repair, and removal of the Pipeline shall comply with the following requirements:

a. Grantee shall contact the Utility Communications System (Miss Dig), phone number 811 or (800) 482-7171 prior to performing any excavation on the Easement Strip, in accordance with Michigan Compiled Law 460.701 et seq.

b. Grantee, its agents, employees, contractors, subcontractors, invitees and licensees shall take appropriate measures to prevent erosion during work activities on the Easement Strip and shall re-seed all disturbed areas after work is complete.

c. Construction personnel and equipment shall, at all times, maintain a minimum of 20 foot radial distance from all electric conductors on Grantor's land. If more stringent, MIOSHA standards shall be observed.

d. No dump truck may lift its bed under any electric conductor on Grantor's land.

e. All construction activities, including trenching, must maintain a minimum distance of 20 feet (edge to edge) from any electric transmission structure foundation.

f. Grantee shall not dig within 20 feet of any electric transmission structure without Grantor's prior written consent.

g. Grantee may not permanently change the grade on the Easement Strip without Grantor's prior written consent.

h. No soil may temporarily be placed within 20 feet of Grantor's electric lines, poles, or towers.

i. Grantee shall send "as built" drawings upon completion of the construction of the Pipeline to: ITC, Real Estate Dept., 27175 Energy Way, Novi, Michigan 48377.

j. Any cranes or derricks operated on Grantor's land shall be operated in accordance with the National Electric Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) rules respecting the operation of such equipment.

k. Grantee, its agents, employees, contractors, subcontractors, invitees and licensees shall perform all work on Grantor's land in compliance with all federal, state, and local laws respecting such work.

l. Any and all damage to the Easement Strip, Grantor's land or Grantor's facilities, structures, lands or improvements caused by the activities of Grantee its agents, employees, contractors, subcontractors, invitees and licensees will be promptly restored by Grantee at its sole cost and expenses, or at the option of Grantor, restored by or under the direction of Grantor and Grantor immediately thereafter shall be paid by Grantee upon presentation of a billing.

m. The modification of any component of any Pipeline or underground work as may be authorized by this document shall be subject to the prior review and approval of Grantor.

5. Grantee shall not place any buildings or above-ground structures on Grantor's land, either temporarily or permanently, except for Pipeline identification markers necessary to mark the location of the Pipeline and shall not a) store any materials or other items, or b) construct roads or driveways on Grantor's land without Grantor's prior written consent.

6. Grantor shall not be required to incur any cost or expense as a result of Grantee's use of Grantor's land pursuant to this Easement. Without limiting the generality of the foregoing, Grantor shall not be responsible for repairing any damage to Grantee's Pipeline that occurs during maintenance, repair, replacement or removal of Grantor's existing utility facilities or structures or during construction of new utility facilities or other structures on the Easement Strip or on Grantor's adjoining land, except to the extent such damage arises in connection with or as a direct or indirect result of Grantor's sole negligence or intentional misconduct.

In case it shall be necessary, in Grantor's sole opinion, to change any utility facilities or other structures now or hereafter located upon the Easement Strip or upon the adjoining land that affect the existing location of the Pipeline, Grantor shall provide reasonable notice to Grantee to move the Pipeline at Grantee's sole expense. If Grantor requests the relocation of the Pipeline, Grantor shall provide a reasonable and viable alternative location for the Pipeline.

7. Grantee shall perform all work on the Easement Strip in compliance with all federal, state, and local laws respecting such work, including but not limited to the acquisition of soil erosion and sedimentation control permits. Grantee is responsible for determining whether any such licenses or permits are required. Upon request, Grantee shall provide copies of all such permits to Grantor.

8. This Easement is granted without any warranties or covenants of title and subject to any licenses, leases, easements, or other interest in the Easement strip previously granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, whether or not of record.

9. Grantee shall maintain in effect commercial general liability insurance, written on a "per occurrence" basis, protecting Grantor against claims from any and all persons, firms and corporations for personal injury, death or property damage occurring upon, in or about the Easement Strip or arising from Grantee's use of the Grantor's land. Said insurance policy will provide coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. All insurance policies provided pursuant to this section shall be obtained by Grantee from an insurance carrier or carriers of good reputation and sound financial responsibility selected by Grantee. Policies or certificates of insurance evidencing such insurance shall be delivered to Grantor upon execution of this easement agreement and certificates evidencing renewal of such insurance shall be delivered to Grantor at least ten (10) days' prior to the expiration of any such policy of insurance. Such policy shall contain an agreement by the insurers not to cancel such policy or

materially alter its coverages except upon at least thirty (30) days' prior written notice to Grantor. Grantee hereby waives its rights of subrogation and recovery against Grantor for any loss, injuries or damages to persons or property or both, arising directly or indirectly out of the use of Grantor's land pursuant to this Easement Agreement. All property on the Easement Strip belonging to Grantee, its agents, employees, contractors, subcontractors, invitees and licensees shall be at the risk of Grantee or such other person only, and Grantor shall not be liable for damage thereto or for the theft, misappropriation or loss thereof. Further, Grantee agrees to indemnify and save Grantor harmless from and against all claims for personal injuries or property damages arising out of the work performed on Grantor's land pursuant to this easement. In addition, Grantee agrees that it will maintain sole responsibility for the construction, operation, maintenance, and/or use of the Grantee's facilities located in the Easement Strip and that Grantee will be solely responsible for any claims relating to damages because of bodily injury or death of any person arising out of the construction, operation, maintenance, and/or use of the Grantee's facilities located in the Easement Strip.

10. As an inducement to Grantor to grant this Easement, Grantee agrees that in the event that use of Grantor's land pursuant to this Easement at any time results in the presence on or under Grantor's land (which shall include but not be limited to the groundwater underlying Grantor's land) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and 2) all actions that are necessary to restore Grantor's land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Grantee shall include, but not be limited to: a) the investigation of the environmental condition of said land, b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off said land. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor copies of all test results and reports generated in connection with the above activities and of all reports submitted to any governmental entity. Grantee further agrees that Grantor shall not have any responsibility or liability in connection with any other actions that the State of Michigan or any other governmental body may hereafter deem necessary or advisable in connection with: i) the presence on or beneath the Grantor's land of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of Grantee's exercise of the rights herein granted; ii) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or iii) Grantee's failure to comply with the terms and conditions of this Easement.

11. Grantee covenants and agrees to indemnify, defend, and hold Grantor, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: a) the presence on or beneath Grantor's land, including but not limited to the groundwater underlying Grantor's land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of use of Grantor's land pursuant to this Easement; b) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or c) Grantee's failure to comply with the terms and conditions of this Easement.

12. If, within 5 years from and after the date hereof, neither Grantee nor Grantee's successors or assigns, have not constructed the Pipeline permitted in this Easement, the rights herein conveyed shall terminate and revert in Grantor, its heirs, successors, or assigns. Further, if, after constructing the Pipeline, Grantee or Grantee's successors and assigns cease using the Pipeline for a continuous 2-year period, then the rights hereby conveyed shall terminate and revert in Grantor, its heirs, successors, and assigns.

13. Grantee's acceptance of this Easement shall be deemed an acceptance of the terms and conditions of this grant. Grantee agrees that Grantor shall have the right to revoke this Easement should Grantee fail in any way to comply with any of the provisions set forth herein.

14. The covenants and agreements set forth in this Easement shall run with the land and be binding upon and inure to the benefit of the respective successors and assigns of the parties.

15. This document may be signed in one or more counterparts, each of which shall be an original. A counterpart of this document with separate but fully executed signature pages attached thereto shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

GRANTOR:
International Transmission Company

By: _____
Christine Mason Soneral
Its Vice President and General Counsel – Utility Operations

Acknowledged before me in Oakland County, Michigan, on _____, 2011,
by **Christine Mason Soneral**, Vice President and General Counsel – Utility Operations, of
International Transmission Company, a Michigan corporation, for the corporation.

Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____

GRANTEE:
City of Monroe, a Michigan municipal corporation

By: Robert E. Clark
Robert E. Clark, Mayor
Its: Mayor

By: _____
Charles D. Evans
Its: Clerk-Treasurer

Acknowledged before me in Monroe County, Michigan, on _____, 2011,
by **Robert E. Clark**, Mayor of City of Monroe, a Michigan municipal corporation for the
corporation.

Notary Public

County, _____
Acting in _____ County
My commission expires: _____

Acknowledged before me in Monroe County, Michigan, on _____, 2011,
by **Charles D. Evans**, Clerk-Treasurer of City of Monroe, a Michigan municipal corporation for
the corporation.

Notary Public

County, _____
Acting in _____ County
My commission expires: _____

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from
State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

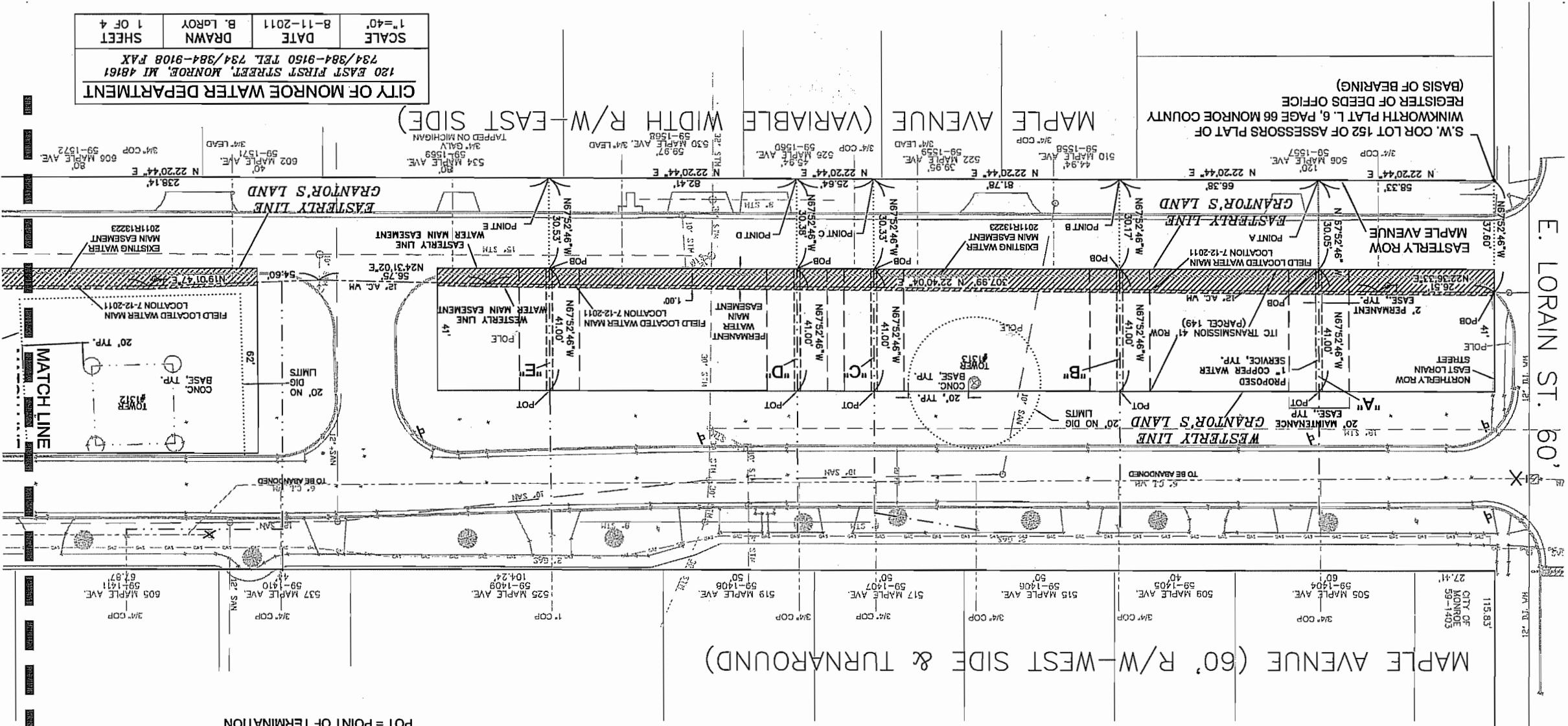
Prepared by:
Patricia T. Murphy (P61872)
ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377

Return recorded instrument to:
International Transmission Company
Real Estate Department
Attn: Elaine Clifford
27175 Energy Way
Novi, Michigan 48377

PROPOSED EASEMENTS FOR WATER MAIN, WATER SERVICE LINES, AND WATER SERVICE LINE MAINTENANCE

EXHIBIT A

POT = POINT OF BEGINNING
POB = POINT OF TERMINATION

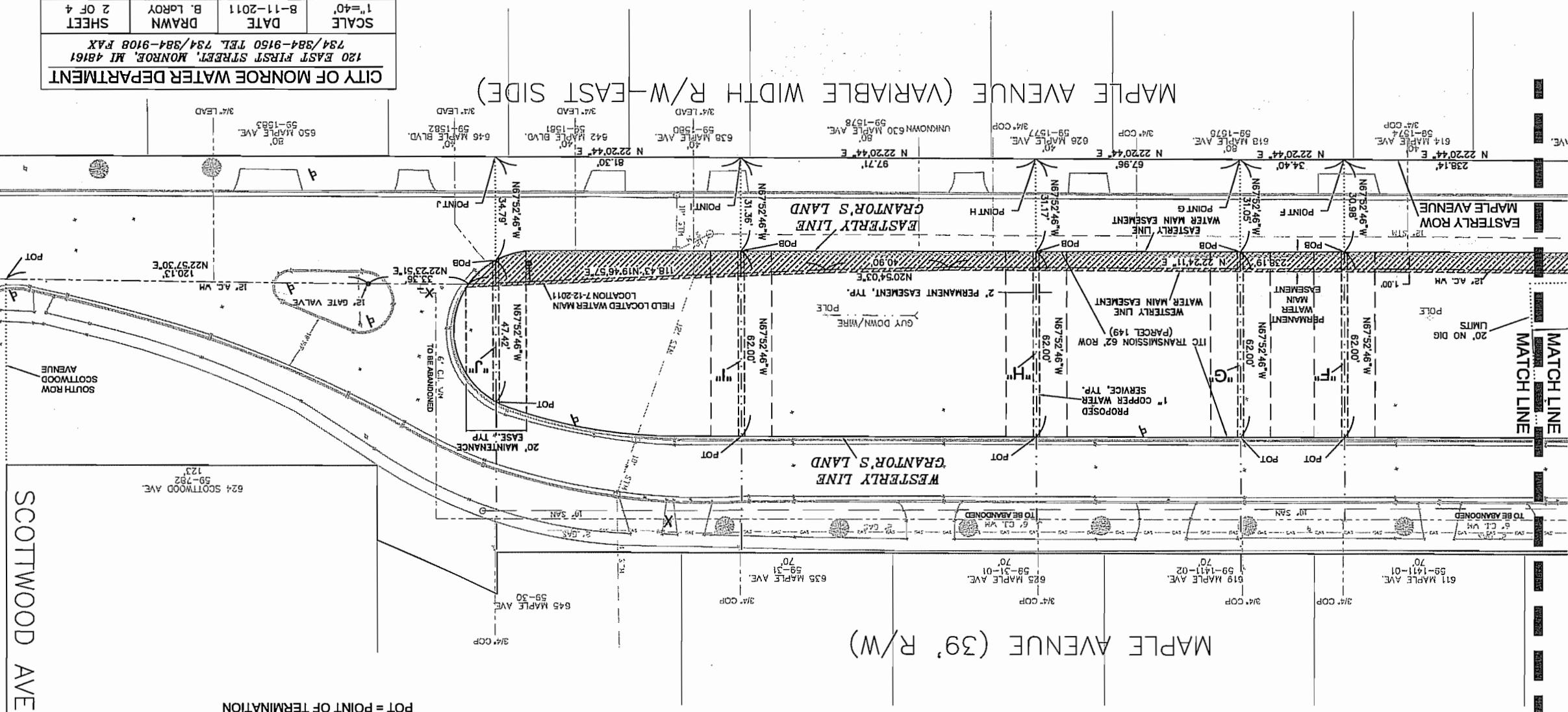


SCALE	1"=40'
DATE	8-11-2011
DRAWN	B. LORRY
SHEET	1 OF 4

120 EAST FIRST STREET, MONROE, MI 48161
734/384-9150 TEL. 734/384-9108 FAX
CITY OF MONROE WATER DEPARTMENT

PROPOSED EASEMENTS FOR WATER MAIN, WATER SERVICE LINES, AND WATER SERVICE LINE MAINTENANCE EXHIBIT A

POT = POINT OF BEGINNING
POB = POINT OF TERMINATION



SCALE	DATE	DRAWN	SHEET
1"=40'	8-11-2011	B. LAROY	2 OF 4
CITY OF MONROE WATER DEPARTMENT			
120 EAST FIRST STREET, MONROE, MI 48161			
734/384-9150 TEL. 734/384-9108 FAX			

MAPLE AVENUE (VARIABLE WIDTH R/W—EAST SIDE)

MAPLE AVENUE (39' R/W)

SCOTTWOOD AVE. 60'



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Authorizing the City of Monroe Downtown Development Authority to purchase property for the West Front Street and South Monroe Street Parking Lot and Greenspace Improvements

DISCUSSION: The City of Monroe Downtown Development Authority (DDA) has conducted an extensive study and completed public outreach over the past year for the improvement of the parking lot and greenspace located at West Front Street and South Monroe Street. Following these planning efforts, the DDA engaged the services of a design professional to prepare conceptual and then detailed plans for construction. During this design phase, it was determined with input from the full DDA Board, Citizens Planning Commission and City Council representatives, that the plans could be significantly enhanced by acquiring adjacent private property near the existing buildings on West Front Street. By acquiring the adjacent private property, the improvements could create a higher quality and uniform appearance along the backs of the buildings. The private property pieces under consideration could also provide additional pedestrian circulation to and from the parking areas as well as the Riverwalk and other greenspace along the River. Acquisition of the property would make maintenance of the area easier by removing impediments to snow plowing, rubbish removal, and other maintenance activities. Finally, public ownership of the property clears the way for utilization of bond proceeds to finance the planned improvements.

With the final design plans which received approval from the Citizens Planning Commission and the full DDA Board, DDA representatives and City staff approached several of the adjacent property owners regarding their willingness to sell a portion their property to the DDA. After further authorization from the DDA Board, DDA representatives entered into negotiations with the property owners to establish purchase prices and the terms of proposed purchase agreements. In one case, the DDA representatives have arrived at a tentative purchase price and agreement. The negotiations with the remaining property owners have progressed and in some cases are nearing the final stages. Therefore, the DDA Board is prepared to begin entering into purchase agreements with the adjacent private property owners.

Section 7.1.(h) of Downtown Development Authority Act (MCL 125.1675) clearly authorizes a DDA to acquire property to achieve the purposes of the Act. Nevertheless, when the Downtown Development Authority Development Plan #4, that authorizes the activities of the DDA, was adopted in June 2007, the Plan noted that Land Acquisition activity was subject to City Council approval (Table #1 Monroe Downtown Development Authority Development Plan Work Program and Table #2 Estimated Project Costs). Therefore, the DDA is seeking City Council approval for the acquisition of property directly related to the approved site plan for West Front Street and South Monroe Street Parking Lot and Greenspace Improvements.

IT IS RECOMMENDED that the City Council authorize the Downtown Development Authority to purchase property for the West Front Street and South Monroe Street Parking Lot and Greenspace Improvements in accordance with the City of Monroe Downtown Development Authority Development Plan #4 (June 18, 2007), within the area depicted on the approved site plan and subject to concurrence from the City Assessor or certified appraiser that the purchase prices are within an reasonable range for commercial property in the area.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 7, 2011

REASON FOR DEADLINE: To complete the property acquisition in a timely manner to facilitate construction of the property in Spring 2012.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: City of Monroe Downtown Development Authority

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe Downtown Development Authority, Department of Public Services, Department of Economic and Community Development, Assessing Department

FINANCES

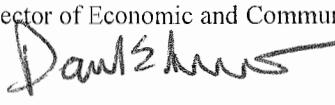
COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ TBD
	Cost of This Project Approval	\$ TBD
	Related Annual Operating Cost	\$ TBD
	Increased Revenue Expected/Year	\$ TBD*

* Property will become tax exempt

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

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 11/03/2011

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

COUNCIL MEETING DATE: November 7, 2011

DOWNTOWN DEVELOPMENT AUTHORITY (EXCERPT)
Act 197 of 1975

125.1657 Powers of board; creation, operation, or funding of retail business incubator.

Sec. 7. (1) The board may:

- (a) Prepare an analysis of economic changes taking place in the downtown district.
 - (b) Study and analyze the impact of metropolitan growth upon the downtown district.
 - (c) Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the downtown district.
 - (d) Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.
 - (e) Develop long-range plans, in cooperation with the agency which is chiefly responsible for planning in the municipality, designed to halt the deterioration of property values in the downtown district and to promote the economic growth of the downtown district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.
 - (f) Implement any plan of development in the downtown district necessary to achieve the purposes of this act, in accordance with the powers of the authority as granted by this act.
 - (g) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
 - (h) Acquire by purchase or otherwise, on terms and conditions and in a manner the authority considers proper or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in property, which the authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options with respect to that property.
 - (i) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings, and any necessary or desirable appurtenances to that property, within the downtown district for the use, in whole or in part, of any public or private person or corporation, or a combination of them.
 - (j) Fix, charge, and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.
 - (k) Lease any building or property under its control, or any part of a building or property.
 - (l) Accept grants and donations of property, labor, or other things of value from a public or private source.
 - (m) Acquire and construct public facilities.
 - (n) Create, operate, and fund marketing initiatives that benefit only retail and general marketing of the downtown district.
 - (o) Contract for broadband service and wireless technology service in the downtown district.
 - (p) Operate and perform all duties and exercise all responsibilities described in this section in a qualified township if the qualified township has entered into an agreement with the municipality under section 3(7).
 - (q) Create, operate, and fund a loan program to fund improvements for existing buildings located in a downtown district to make them marketable for sale or lease. The board may make loans with interest at a market rate or may make loans with interest at a below market rate, as determined by the board.
 - (r) Create, operate, and fund retail business incubators in the downtown district.
- (2) If it is the express determination of the board to create, operate, or fund a retail business incubator in the downtown district, the board shall give preference to tenants who will provide goods or services that are not available or that are underserved in the downtown area. If the board creates, operates, or funds retail business incubators in the downtown district, the board and each tenant who leases space in a retail business incubator shall enter into a written contract that includes, but is not limited to, all of the following:
- (a) The lease or rental rate that may be below the fair market rate as determined by the board.
 - (b) The requirement that a tenant may lease space in the retail business incubator for a period not to exceed 18 months.
 - (c) The terms of a joint operating plan with 1 or more other businesses located in the downtown district.
 - (d) A copy of the business plan of the tenant that contains measurable goals and objectives.
 - (e) The requirement that the tenant participate in basic management classes, business seminars, or other business education programs offered by the authority, the local chamber of commerce, local community colleges, or institutions of higher education, as determined by the board.

**Development Plan #4
Tax Increment Financing Plan #4**

City of Monroe
Downtown Development Authority

Adopted: June 18, 2007

right-of-way line of West Elm Avenue; thence EASTERLY along said right-of-way line to the east right-of-way line of North Monroe Street; thence NORTHERLY across East Elm Avenue to the point of beginning.

5. EXISTING IMPROVEMENTS IN THE DEVELOPMENT AREA TO BE DEMOLISHED, REPAIRED OR ALTERED AND TIME REQUIRED FOR COMPLETION

The proposed Work Program for the Development Area incorporated the integration of public and private improvements. Element descriptions and schedule of phasing for projects are delineated in the next section.

The Downtown Development Authority Redevelopment concept may require the renovation of existing public improvements such as Sidewalks, Landscaping, Parking and Terrace Areas.

6. THE LOCATION, EXTENT, CHARACTER AND ESTIMATED COST OF IMPROVEMENTS INCLUDING REHABILITATION FOR THE DEVELOPMENT AREA AND AN ESTIMATE OF TIME REQUIRED FOR COMPLETION

This Development Plan establishes a Work Program approach for engaging in potential projects over the entire term of the Plan. Under this Program, annual tax increment revenues shall be budgeted for expenditure by the Board for projects and activities which meet the following criteria:

- They must fit under an Element or Project Area title; and
- They must be located within the Development Area

Table 1 (continued on page 13) details the Work Program:

Table #1

**MONROE DOWNTOWN DEVELOPMENT AUTHORITY
DEVELOPMENT PLAN WORK PROGRAM**

Project Areas

- Signage and Street Graphics - Study, design, development, and installation of new directional, entry, and parking signage.
- Street Amenities - Working with the City on design, repair, purchase and installation of trash receptacles, benches, flower containers, bike racks, seasonal decorations, the kiosk, and other amenities.
- Street Improvements - Working with the City on design, repair, purchase and installation of street materials, medians, landscaping, streetscape, alleyscape and other improvements.

- Pedestrian Walkways, Lighting and Trees - Assisting the City with design, purchase, engineering, installation, and repair of new and existing walkways, lighting and trees. Examples include but are not limited to the following: the installation of electrical receptacles, the relocation of utilities and any other activities that would lend itself to an improvement of the City walkways for the use of festivals, shows, and other outdoor events that would bring additional pedestrian traffic.
- Riverfront & Park Amenities and Improvements – Design, repair, purchase and installation of benches, lighting, trash receptacles, flower containers and other amenities, as well as, maintenance, capital improvements and other Riverfront and park improvements in public park areas, public access areas, etc.
- Parking Projects - Study, engineering, design and construction of surface or multi-storied parking facilities and ancillary aesthetic, functional, or structural units including new or existing parking lots. These projects could be in conjunction with any City, County, State or private enterprise ventures that would alter parking.
- Land Acquisition – Subject to City Council Approval. Acquire, purchase, sell, convey, lease, demolish, or revitalize historically designated buildings, and vacant or underutilized buildings and properties provide a development plan, with time-lines, economic impact and long term usage, to be presented and reviewed/approved by their appropriate authority and that the development plan shall include a business plan and address it's community impact. The DDA could assist in the property purchase or work to find a developer, keeping in mind that the results of any project should be for the best interest of the complete DDA area and increase tax dollars so more projects and development could happen.
- Public Amenities - Design, purchase and installation of materials for public restrooms and other amenities; or leasing options for the purpose of public restrooms and other amenities.
- Local Assistance Programs - Assisting local businesses with Capital Improvement activities such as: signs, facades, rehabilitation, code compliance (Local, State, Federal laws), etc. through technical assistance, loan or grant activities.
- Promotion Materials - Design, production, and dissemination of advertisement materials for Downtown and DDA Programs using local businesses if reasonably available.
- Business Recruitment and Retention - Support of projects and activities designed to retain current businesses and attract new businesses.
- Downtown Festivals and Events - Providing financial support and assisting organizations to promote and conduct events.
- Administration - Rent real estate for a DDA/Main Street office, supplies, overhead, purchase or rental of office furniture, computers, web page design and web page

hosting cost, personnel cost incurred to run and operate a DDA/Main Street Office. Enter into contract with an Individual, Partnership, Corporation, or a Tax Exempt Organization to provide a service or promotion for the DDA/ Main Street program.

Table #2

Estimated Project Costs

Project Area	Estimated Cost
Signage and Street Graphics	\$150,000
Street Amenities	\$500,000
Street Improvements	\$2,050,000
Pedestrian Walkways, Lighting and Trees	\$1,000,000
Riverfront & Park Amenities & Improvements	\$750,000
Parking Projects	\$1,500,000
Land Acquisition	\$750,000
Public Amenities	\$500,000
Local Assistance Programs	\$1,000,000
Promotion Materials	\$300,000
Business Recruitment & Retention	\$750,000
Downtown Festivals & Events	\$500,000
Administration	\$1,250,000
Total	\$11,000,000

The Authority shall have discretion in identifying and conducting projects on an annual basis. Such projects may be single or multi-year activities. The Authority shall be responsible for creation and dissemination of an Annual Budget outlining anticipated revenues and subsequent projects based upon such revenues. The Authority shall carry any unspent revenues into its next fiscal year.

Funding for other projects is proposed from a variety of sources including Tax Increment Revenues, Historic Preservation Funds, other Federal or State sources, the sale of bonds and other additional sources depending on project scope and location.

7. A STATEMENT OF THE CONSTRUCTION OR STAGES OF CONSTRUCTION PLANNED, AND THE ESTIMATED TIME OF COMPLETION

Time schedules and construction stages for projects identified by the authority under the Development Plan Work Program shall vary considerably and cannot be enumerated here. The Authority, however, shall establish and disseminate specific schedules for projects as such projects are approved by the Board.

8. PARTS OF THE DEVELOPMENT AREA TO BE LEFT AS OPEN SPACE AND CONTEMPLATED USE

Open space within that portion of the Development Area covered by Development Plan #4 will be include right-of-ways and pedestrian walks along streetscapes and the River Raisin

developed as linear parks between the building façade and street. Additional open space may be in the form of open or pocket parks.

9. PORTIONS OF THE DEVELOPMENT AREA WHICH THE AUTHORITY DESIRES TO SELL, DONATE, EXCHANGE, OR LEASE TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS

Currently, there are no properties that the Downtown Development Authority owns that it desires to sell, donate, exchange, or lease to or from the City of Monroe.

10. DESIRED ZONING CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS AND UTILITIES

No zoning changes or changes in streets, intersections, or utilities are anticipated by the Authority for projects conducted under this Development Plan. Should any needed changes arise, the Authority shall petition the Monroe Citizen Planning Commission and City of Monroe Administration for advisement.

11. ESTIMATE OF THE COST OF THE DEVELOPMENT, PROPOSED METHODS OF FINANCING AND ABILITY OF THE AUTHORITY TO ARRANGE THE FINANCING

Financing for the Work Program outlined in Sections 6 would be provided through funds generated by the Tax Increment Financing Plan induced by annual increases in property valuations from the natural growth and new construction within the Development Area. For those projects which surpass the ability to be funded by the Tax Increment Financing Plan, the Downtown Development Authority reserves the right to sell bonds or request assistance from other Boards and/or organizations for additional funding.

12. DESIGNATION OF PERSON OR PERSONS, NATURAL OR CORPORATE, TO WHOM ALL OR A PORTION OF THE DEVELOPMENT IS TO BE LEASED, SOLD, OR CONVEYED IN ANY MANNER AND FOR WHOSE BENEFIT THE PROJECT IS BEING UNDERTAKEN IF THAT INFORMATION IS AVAILABLE TO THE AUTHORITY

The public improvements undertaken pursuant to Development Plan #4 will remain in public ownership for the public benefit. Although components of the projects outline (i.e. streetscape, off-street parking facilities, etc.) benefits adjacent Commercial Property Owners, they are public assets managed by the Municipality.

13. PROCEDURES FOR BIDDING FOR THE LEASING, PURCHASING, OR CONVEYING OF ALL OR A PORTION OF THE DEVELOPMENT UPON ITS COMPLETION, IF THERE IS NO EXPRESSED OR IMPLIED AGREEMENT BETWEEN THE AUTHORITY AND PERSONS, NATURAL OR CORPORATE, THAT ALL OR A PORTION OF THE DEVELOPMENT WILL BE LEASED, SOLD, OR CONVEYED TO THOSE PERSONS

At present, there are no agreements for property conveyance between the City of Monroe, Monroe Downtown Development Authority or any person(s), natural or corporate, for

properties within the Development Area. Any land acquisitions will be in accordance with the procedures of Act 344 of the Michigan Public Acts of 1945, as amended; Act 87 of the Michigan Public Acts of 1980, as amended, and the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, and the regulations promulgated thereunder by the US Department of Housing and Urban Development. Under no circumstances shall residential-occupied property be acquired.

Any such sale, lease or exchange shall be conducted by the Downtown Development Authority pursuant to the requirements specified in Act 197 of Public Acts of 1975, as amended, with the consent of the City Council. If needed, more detailed procedures will be developed prior to the transactions, in accordance with applicable City Policy and Michigan State Law.

14. ESTIMATE OF THE NUMBER OF PERSONS RESIDING IN THE DEVELOPMENT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED

Based upon a review of the properties within the Downtown Development Authority District and Development area, it is estimated that approximately 150 individuals reside within the expanded Development area. This estimate is based on registered rental property units, homestead designations and individual site checks in the Development Area. Development Plan #4 does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families within the Development Area.

15. PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE DEVELOPMENT IN ANY NEW HOUSING IN THE DEVELOPMENT AREA

As previously stated, Development Plan #4 does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families. Should it become necessary to address relocation at some future date, the Downtown Development Authority shall abide by requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Act 227 of Public Acts of 1972.

16. PROVISION FOR THE COSTS OF RELOCATING PERSONS DISPLACED BY THE DEVELOPMENT, AND FINANCIAL ASSISTANCE AND REIMBURSEMENT OF EXPENSES, INCLUDING LITIGATION EXPENSES AND EXPENSES INCIDENT TO THE TRANSFER OF TITLE IN ACCORDANCE WITH THE STANDARDS AND PROVISIONS OF THE FEDERAL UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

Development Plan #4 does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families. As a result, a plan for compliance of Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 need not be addressed. Should it become necessary to address relocation at some future date, the Downtown Development Authority shall abide by

requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Act 227 of Public Acts of 1972.

17. PLAN FOR COMPLIANCE WITH THE FEDERAL UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 AND ACT 227 OF THE PUBLIC ACTS OF 1972

Act 227 of Public Acts of 1972, is an Act to provide financial assistance, advisory services and reimbursement of certain expenses to persons displaced from real property or deprived of certain rights in real property. This Act requires procedures and policies comparable to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. As the Development Area Work Program does not require the acquisition of property and displacement of persons, a plan for compliance with Act 227 is not addressed.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MICHIGAN MUNICIPAL LEAGUE BOARD OF DIRECTORS ELECTION

DISCUSSION: Pursuant to the request of the League, you are requested to take official action and cast your vote for the position of Board of Directors for the MML Liability and Property Pool. Attached is the official ballot provided by the MML.

It is recommended that you vote for the Board of Directors and forward the official ballot to the MML by November 10, 2011.

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: City Manager's Office

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: 10/19/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 11/7/11