
RULE OF THE CHAMBER

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

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

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

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

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

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

**AGENDA - CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 21, 2012
7:30 P.M.**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PUBLIC HEARING.

- 24 Public hearing for the purpose of reviewing and hearing comments on the proposed 2012-2018 Capital Improvements Program Budget. There are no comments on file in writing in the Clerk-Treasurer's Office.

V. COUNCIL ACTION.

- 20 Tabled at the February 6, 2012 meeting.

Communication from the Human Resources Director, submitting amendments to the City of Monroe's Flexible Benefit Plan, and recommending that Council adopt and approve the mandatory amendments to the City's Flexible Spending Benefit Plan document based on the new regulations. It was moved by Council Member Molenda and seconded by Council Member Beneteau that item 20 be tabled for future consideration.

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 February 6, 2012, the Minutes of the Regular Meeting held on February 6, 2012, and the Minutes of the Work Session held on February 8, 2012.
- B. Approval of payments to vendors in the amount of \$_____.
- Action: Bills be allowed and warrants drawn on the various accounts for their payment.

- 24 Proposed Capital Improvements Program Budget – FY 2012-2018.
1. Communication from the Director of Economic & Community Development, submitting the Proposed FY 2012-2018 Capital Improvements Program Budget, and recommending that the Proposed FY 2012-2018 Capital Improvements Program Budget be adopted.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 25 Request for a burn permit in accordance with Ordinance 09-005.
1. Communication from the Deputy Director of Public Safety, reporting back on a request from the Sister, Servants of the Immaculate Heart of Mary to perform the prescribed burn of a specified area on their property located at 610 W. Elm Avenue, and recommending the Monroe City Council grant this request for a burn permit in accordance with Ordinance 09-005.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried.
- 26 Custer Airport Federal Projects – Terms and Conditions Approval.
1. Communication from the Director of Engineering & Public Services, submitting the Terms and Conditions of the Funding Contract for the Custer Airport Federal Projects for 2012, and recommending that the attached Terms and Conditions be approved, and that the Director of Engineering & Public Services be authorized to execute the document on behalf of the City.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out
- 27 Repair of Public Services Department Vector Truck – Water Pump.
1. Communication from the Director of Engineering & Public Services, reporting back on quotes for the complete rebuilding of the water pump for the Vector Truck, and recommending that a purchase order in the amount of \$9,000 be awarded to Great Lakes Service & Supplies, Inc. for the above work.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out
- 28 Amendment to the Demolition Postponement and Property Restoration Agreement for 114 and 116 West Front Street.
1. Communication from the Director of Economic & Community Development, submitting an amendment to the Demolition Postponement and Property Restoration Agreement for 114 and 116 West Front Street, and recommending that Council approve the First Amendment to the Demolition Postponement and Property Restoration Agreement for 114 and 116 West Front Street; and authorize the City Manager to execute the proposed Amendment to the Agreement.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 29 Authorizing Submittal of a Grant Application to the “Our Town” Program of the National Endowment for the Arts for Planning and Developing a Downtown Art and Sculpture Tour.
1. Communication from the Director of Economic & Community Development, submitting a grant application for the “Our Town” program of the National Endowment for the Arts, and recommending

that Council authorize the submittal of a grant application to the "Our Town" program of National Endowment for the Arts for planning and developing a downtown art and sculpture tour with the City as the primary grant recipient, administrator and required government entity; subject to the conditions that a cash match is **not** required from the City General Fund and City staff confirms sufficient match commitments (cash and/or in-kind) from partner organizations including the Monroe Art League, Monroe County Historical Society, and private business interests.

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

30 Amendments/Revisions to the Health Care Policy.

1. Communication from the Director of Human Resources, submitting the Health Care Benefits/Non-Union Employees Policy, and recommending that Council approve the attached amended changes to the Health Care Policy that are available for all regular full-time non-union employees, regular full-time Appointed Officials and regular full-time Elected Officials of the City of Monroe, effective January 1, 2012.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

31 2012 Refunding Bond Authorizing Resolution.

1. Communication from the Finance Director, submitting a bond authorizing resolution for the 2012 Refunding Bond, and recommending that Council approve the attached "Resolution Authorizing 2012 General Obligation Limited Tax Refunding Bonds.
2. Supporting documents.
3. Accept, place on file and the resolution be adopted.

32 Building Authority Bond Refunding and Contract.

1. Communication from the Finance Director, submitting a bond authorizing resolution for the Building Authority Bond Refunding and Contract, and recommending that Council approve the attached "Resolution Approving Building Authority Refunding and Contract."
2. Supporting documents.
3. Accept, place on file and the resolution be adopted.

33 Appointments.

1. Communication from the Mayor's Office, submitting a proposed resolution for an appointment to fill an unexpired term on the Civil Service Commission, and recommending that the resolution be adopted.
2. Supporting documents.
3. Accept, place on file and the resolution be adopted.

34 River Raisin Jazz 5K Run / Music Mile.

1. Communication from the City Manager's Office, reporting back on a request from Northlake Events "dba: Poseidon Enterprises, LLC" for permission to hold the first annual River Raisin Jazz 5K Run / Music Mile on August 11, 2012 at 9:00 a.m., along the bike path on North Custer Road / W. Elm Avenue and the Riverwalk, with assistance from the Police Department and the DPS and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to full cost recovery with payment of estimate costs paid up front

in accordance with City Council policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

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.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Proposed Capital Improvements Program Budget – FY 2012-2018

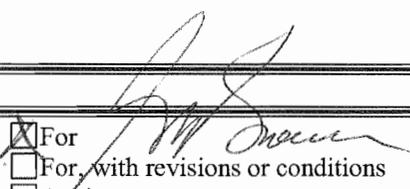
DISCUSSION: Attached for review and consideration is the proposed Capital Improvements Program (CIP) Budget for fiscal years 2012-2018. With this proposed budget, the City continues to pursue an aggressive capital improvements program especially related to infrastructure and improvements to city-owned facilities, such as city streets, the water and wastewater facilities and the ALCC Building. This year there were several Parks projects proposed to address deferred maintenance and bring our Park System back into line with the City Council's objective to provide premier facilities to the residents. As such, the CIP Budget Team reviewed proposals and met with department heads and agency directors to develop the proposed capital budget for FY 2012-2013, as well as a six (6) year capital improvements plan. This budget was transmitted to City Council and the Citizens Planning Commission (CPC) for review prior to a joint work session held by the two boards on Monday, January 9, 2012. The joint session provided an opportunity for Council Members and Planning Commissioners to hear presentations on the various projects being proposed for the upcoming year.

The proposed capital budget for FY 2012-2013 totals \$52,375,287 reflecting six (6) separate funding categories, which include: The General Fund at \$840,040; \$545,000 in Major Streets; \$350,000 in Local Streets; \$67,500 from the Parking Fund, \$20,101,000 from the City's enterprise funds (Water and Wastewater); \$137,400 from the Partnership Reserve Fund; \$1,674,500 from a variety of funding sources and mechanisms that comprise the Additional/Alternate Funding category; as well as \$28,659,847 in prior funding allocations.

Per City Charter and the Michigan Planning Enabling Act (PA 33 of 2008), the Citizens Planning Commission reviewed the proposed budget and conducted a public hearing regarding the same on Wednesday, February 1, 2012. There were no comments made during the hearing or received prior to the meeting. At the close of the hearing, the commission passed a motion recommending that City Council approve the budget, as proposed.

IT IS RECOMMENDED: Based upon the recommendation of the Citizens Planning Commission and the Capital Improvements Program Budget Team; that City Council approve the proposed FY 2012 – 2018 Capital Improvements Program Budget; following consideration of any comments at the public hearing.

CITY MANAGER RECOMMENDATION:

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

Proposed FY 2012/2013
Capital Budget

Department	Project	General Fund	Major Streets	Local Streets	Parking	Airport	Enterprise	Partnership Reserves	Additional / Alt Funding	Prior Funding	Total Project Cost
ALCC	Building Renovations								\$150,000 (3)		\$150,000
	SUB-TOTAL								\$150,000		\$150,000
Building	LED Lighting Upgrades for City Hall	\$56,750								\$28,250	\$85,000
	SUB-TOTAL	\$56,750								\$28,250	\$85,000
Public Services/Parks	Munson Park Entrance Resurfacing	\$35,000									\$35,000
	Veterans Park Restroom Rehabilitation	\$10,000									\$10,000
	Memorial Place Fencing - West Lot Line	\$15,000							\$10,000 (21)		\$25,000
	Sterling Island Bridge & Approach Rehabilitation	\$10,000									\$10,000
	Replacement of Play Equipment - Various Parks	\$50,000									\$50,000
SUB-TOTAL	\$120,000							\$10,000			\$130,000
Engineering Streets	Detroit Reconstruction - Mill to N. Dixie Hwy.		\$520,000						\$780,000 (11, 12)	\$50,000	\$1,350,000
	N. Dixie Resurfacing - Elm to Spaulding		\$25,000								\$25,000
	Franklin Reconstruction - Kentucky to Winchester								\$167,500 (1)		\$167,500
	Noble Reconstruction - Theodore to Telegraph			\$330,000							\$330,000
	Cass Resurfacing - City line to Third	\$130,000									\$130,000
	Borgess Improvements - Sylvan to Stedman	\$20,000		\$20,000							\$40,000
	O'Brien Reconstruction - full length	\$290,290								\$9,710	\$300,000
	E. Lorain Drain Crossing at Mason Run								\$150,000 (20)		\$150,000
	Lavender Reconstruction - Calkins to Hendricks	\$335,000									\$335,000
	SUB-TOTAL	\$440,290	\$545,000	\$350,000					\$1,097,500	\$59,710	\$2,492,500
Infrastructure	Sidewalk Replacement Program	\$78,000							\$42,000 (6)		\$120,000
	Alley Reconstruction - Various Locations	\$75,000							\$75,000 (6)		\$150,000
	South Macomb Street Parking Lot Resurfacing*				\$67,500						\$67,500
	Storm Sewers	\$25,000								\$25,000	\$50,000
	N. Dixie Sidewalk Installation - Detroit to Temes	\$10,000							\$40,000 (6)		\$50,000
SUB-TOTAL	\$188,000				\$67,500			\$157,000	\$25,000	\$437,500	
Fire	New Fire Station Study	\$20,000									\$20,000
	SUB-TOTAL	\$20,000									\$20,000
Info Tech	Telephone System and Network Upgrade								\$260,000 (2)		\$260,000
	SUB-TOTAL								\$260,000		\$260,000
MCLS	Dorsch Door Frame and Canopy Replacement	\$10,000									\$10,000
	SUB-TOTAL	\$10,000									\$10,000
Multi-Sports	Lighting Upgrade									\$20,000	\$20,000
	Replace Compressor #2 Motor	\$15,000									\$15,000
	SUB-TOTAL	\$15,000								\$20,000	\$35,000

Italicized projects were proposed but are not expected to be funded and are not included in budget totals

Proposed FY 2012/2013
Capital Budget

Department	Project	General Fund	Major Streets	Local Streets	Parking	Airport	Enterprise	Partnership Reserves	Additional / Alt Funding	Prior Funding	Total Cost by Project	
WWTP	Wastewater Treatment Plant Improvements-Phase III*						\$18,000,000			\$23,315,244	\$41,315,244	
	Sanitary Sewer System Rehabilitation / Replacement						\$370,000			\$4,371,543	\$4,741,543	
	Raisinville N & S and Lavender North Pump Stn Elec Svc Improve						\$55,000				\$55,000	
	Primary and Pump Station Well Bubbler Line Replacements						\$60,000				\$80,000	
	South Monroe Pump Station Control Panel						\$30,000				\$30,000	
	Boiler Replacement - Wastewater Plant Secondary System						\$75,000				\$75,000	
	Sludge Handling System - Air Cooling Equipment Replacement						\$20,000				\$20,000	
	Boiler System Rehabilitation - Wastewater Plant Primary Side						\$150,000				\$150,000	
	Flow Proportional Sampler Replacement						\$15,000				\$15,000	
	Disinfection System Cover						\$85,000				\$85,000	
	Chemical Storage Structure						\$12,000				\$12,000	
GIS-Wastewater System						\$50,000		*same project as GIS-Water System & Services		\$50,000		
SUB-TOTAL							\$18,942,000			\$27,686,787	\$46,628,787	
Water Distribution Division	Cass St Water Main Replacement - South of City Line to Front						\$488,000				\$488,000	
	Franklin St Water Main Replacement - Kentucky to Winchester						\$56,000				\$56,000	
	Detroit Avenue Water Main Modifications - Mill to Dixie						\$105,000				\$105,000	
	Maybe Elevated Storage Tank Improvements						\$85,000				\$85,000	
	GIS-Water System & Services						\$150,000		*same project as GIS-Wastewater System		\$150,000	
SUB-TOTAL							\$884,000				\$884,000	
Filtration	Eng/Const-Motor Control Centers A-B-C Replacement						\$250,000			\$55,000	\$305,000	
	Ozone Injection System Upgrade						\$25,000			\$165,000	\$190,000	
SUB-TOTAL							\$275,000			\$220,000	\$495,000	
Water Partnership	PAP: Addition of Raw Water Pump							\$122,400		\$620,100	\$742,500	
	PAP: Potassium Permanganate Feed System							\$15,000			\$15,000	
SUB-TOTAL								\$137,400		\$620,100	\$757,500	
<i>* NOTE: Water Department System Improvements to be financed by bond sale</i>												
FUND TOTALS	General Fund	\$840,040										\$840,040
	Major Streets		\$545,000									\$545,000
	Local Streets			\$350,000								\$350,000
	Parking				\$67,500							\$67,500
	Airport					\$0						\$0
	WWTP Enterprise Fund						\$18,942,000					\$18,942,000
	Water Enterprise Fund						\$1,159,000					\$1,159,000
	Partnership Reserves							\$137,400				\$137,400
	Add / Alt Funding								\$1,674,500			\$1,674,500
	Prior Funding									\$28,659,847		\$28,659,847
TOTAL PROJECT COSTS	\$840,040	\$545,000	\$350,000	\$67,500	\$0	\$20,101,000	\$137,400	\$1,674,500	\$28,659,847	\$52,375,287		
Add / Alt Funding Source Key:	(1) Grants	\$167,500										
	(2) Technology Fund/Information Systems Fund	\$260,000										
	(3) CDBG Funds	\$150,000										
	(4) Monroe County Self-Help Fund											
	(5) Federal Urban Area Funds											
	(6) Assessments	\$157,000										
	(7) Economic Development Fund											
	(8) Funded in Prior Year											
	(9) Parking Fund											
	(10) Refuse Fund											
	(11) State	\$375,000										
TOTAL ALTERNATE/ADDITIONAL FUNDING	\$1,674,500											

Prepared: 12.21.2011

PROJECTED BUDGETS FOR 2013-2018

Department	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	Total
ALCC	\$150,000	\$150,000	\$160,000	\$0	\$0	\$460,000
Building	TBD*	\$0	\$0	\$0	\$0	TBD
Public Services/Parks	\$105,000	\$530,000	\$152,000	\$105,000	\$45,000	\$937,000
Engineering Streets	\$2,550,000	\$1,265,000	\$1,205,000	\$1,015,000	\$285,000	\$6,320,000
<i>Infrastructure</i>	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$1,125,000
Info Tech	\$125,000	\$0	\$40,000	\$40,000	\$40,000	\$245,000
MCLS	TBD*	\$0	\$0	\$0	\$0	TBD
Multi-Sports	\$60,000	\$66,000	\$100,000	\$0	\$0	\$226,000
WWTP	\$600,000	\$600,000	\$600,000	\$800,000	\$950,000	\$3,550,000
Water Distribution Division	\$1,090,300	\$1,047,160	\$1,130,920	\$1,093,380	\$1,047,320	\$5,409,080
<i>Filtration</i>	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$1,375,000
<i>Water Partnership</i>	\$137,400	\$137,400	\$137,400	\$137,400	\$137,400	\$687,000
TOTALS	2013-2014 \$5,317,700	2014-2015 \$4,295,560	2015-2016 \$4,025,320	2016-2017 \$3,690,780	2017-2018 \$3,004,720	TOTAL \$20,334,080
*Totals do not include TBD costs						
Prepared: 12.22.2011						



CAPITAL IMPROVEMENTS PROGRAM BUDGET WORKSHEET
2013 / 2018
Future Project Request Sheet

Please identify future projects that will require funding through the Capital Improvements Program Budget. Anticipated projects are to be shown in the year that the request will originate, as well as subsequent years in which funding will be requested. Please provide a project name, brief description, and estimated costs.

Department Name:

<i>2013 / 2014 Project Description</i>	Estimated Cost
Restroom Facilities Rehabilitation at Munson Park- Pavilion and Softball Diamonds	<u>\$40,000.00</u>
Drainage improvements around baseball fields and adjacent parking lots at Munson Park	\$20,000.00
Rehabilitate Band Shelter at St. Mary's Park- Roof, painting and storage area improvements	\$35,000.00
Site Improvements at Plum Creek Park- Structure rehabilitation, court resurfacing and sidewalk extensions	\$25,000.00
Replacement of Play Equipment- Various Parks	\$25,000.00
	2013 / 2014 Total: \$145,000.00
<i>2014 / 2015 Project Description</i>	
Replacement of Play Equipment – Various Parks	\$25,000.00
Resurface asphalt parking lot at Munson Park baseball fields	\$100,000.00
Reconfigure and resurface gravel parking lots at Munson Park	\$50,000.00
Site improvements at Altrusa Park- Stairs to Riverwalk, stage rehabilitation	\$25,000.00
Resurfacing of St. Mary's Park tennis courts	\$30,000.00
Resurfacing of N. Custer Bike Path	\$300,000.00
	2014 / 2015 Total: \$530,000.00
<i>2015 / 2016 Description</i>	
Replace cyclone fencing mesh around baseball fields at Munson Park	\$12,000.00
Install portable toilet enclosures at Soldiers and Sailor's Park and Munson Park	\$15,000.00
Rehabilitate restrooms at Hellenberg Field boat launch	\$10,000.00
Rehabilitate large play structure at Munson Park	\$15,000.00
Replacement of Play Equipment- Various Parks	\$25,000.00
Install access drive, pathway and kayak/canoe launch at Mill Race Park	\$75,000.00
	2015 / 2016 Total: \$152,000.00
<i>2016 / 2017 Description</i>	
Replacement of signage at City parks (50%)	\$20,000.00
Replacement of Play Equipment- Various Parks	\$25,000.00
Resurfacing Soldiers and Sailors Park tennis courts	\$60,000.00
	2016 / 2017 Total: \$105,000.00
<i>2017 / 2018 Description</i>	
Replacement of signage at City parks (50%)	\$20,000.00
Replacement of Play Equipment- Various Parks	\$25,000.00
	2017 / 2018 Total: \$45,000.00



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Request for a burn permit in accordance with Ordinance 09-005

DISCUSSION: The Sisters, Servants of the Immaculate Heart of Mary, 610 W. Elm Avenue, have submitted a request for a burn permit in accordance with Ordinance 09-005. They hired David Borneman, LLC to perform the prescribed burn of a specified area on their property. David Borneman has submitted a prescribed burn plan, certificate of insurance and a permit fee to the Chief of Fire. The contractor has satisfied the requirements of the Fire Chief and the Fire Department is ready to sign off on the permit.

I recommend the Monroe City Council grant this request for a burn permit in accordance with Ordinance 09-005.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Joseph R. Mominee, Deputy Director of Public Safety

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire Department.

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Joseph R. Mominee, Deputy Director of Public Safety

DATE: 2/13/12

REVIEWED BY:

DATE: 2/13/12

COUNCIL MEETING DATE: Monday, February 21, 2012



**David
Borneman** LLC

www.RestoringNatureWithFire.com

11115 Wackerly Rd., Ann Arbor, MI 48105 • (734) 994-3475 • davidborneman@yahoo.com

February 8, 2012

To: Monroe City Council
Re: Prescribed Burn

To Whom It May Concern:

This letter is requesting a permit for a prescribed burn to be conducted at Sister, Servants of the Immaculate Heart of Mary, 610 Elm St, Monroe, MI 48162. The site consists of four prairie plantings totaling approximately 8 acres on the southern end of the IHM campus along West Elm St. You will recall that we conducted a burn at this location in spring 2009 and 2010. I anticipate that the burn would happen sometime in the afternoon/early evening (between 12:00 noon and 7:00 pm) March 1 – April 30, 2012. The burn will be safe and carefully controlled by trained personnel. I have over 22 years of professional experience conducting prescribed, ecological burns.

If you have any concerns or questions please feel free to contact me at davidborneman@yahoo.com or (734) 994-3475.

Thank you.

Sincerely,

David Borneman



CERTIFICATE OF LIABILITY INSURANCE

OP ID#5

DATE: 02/09/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy. certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

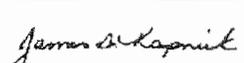
PRODUCER Kapnick Insurance Group 333 Industrial Drive P O Box 1801 Adrian MI 49221 Phone: 517-263-4800 Fax: 517-263-6658	CONTACT NAME: _____ PHONE: _____ FAX: _____ EMAIL: _____ ADDRESS: _____ PRODUCER LICENSE # _____																		
	INSURER <table border="1"> <tr> <th>INSURER A</th> <th>INSURER B</th> <th>INSURER C</th> <th>INSURER D</th> <th>INSURER E</th> <th>INSURER F</th> </tr> <tr> <td>Recover Insurance Company</td> <td>Travelers Company</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>22292</td> <td>25658</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A	INSURER B	INSURER C	INSURER D	INSURER E	INSURER F	Recover Insurance Company	Travelers Company					22292	25658			
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

FORM	TYPE OF INSURANCE	FORM	FORM	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	AMOUNT
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Bodily Injury and Property Damage <input type="checkbox"/> Products and Completed Operations <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> Advertising, Personal and Auto Liability <input type="checkbox"/> Professional Liability			00E5692640	04/05/11	04/05/12	Bodily Injury and Property Damage: \$1,000,000 Products and Completed Operations: \$300,000 Contractual: \$500 Advertising, Personal and Auto Liability: \$500,000 Professional Liability: \$400,000
A	ADVERTISING LIABILITY <input checked="" type="checkbox"/> Advertising Liability <input type="checkbox"/> Personal and Auto Liability <input type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Products and Completed Operations			AEE7881188	04/07/11	04/07/12	Advertising Liability: \$1,000,000
A	UMBRELLA <input checked="" type="checkbox"/> Umbrella <input checked="" type="checkbox"/> Excess <input type="checkbox"/> Personal and Auto Liability <input type="checkbox"/> Professional Liability			00E5692640	04/05/11	04/05/12	Umbrella: \$4,000,000 Excess: \$4,000,000
B	WORKERS COMPENSATION <input checked="" type="checkbox"/> Workers Compensation <input type="checkbox"/> Short-Term Disability <input type="checkbox"/> Sickness and Indemnity <input type="checkbox"/> Medical Benefits <input type="checkbox"/> Temporary Total Disability <input type="checkbox"/> Permanent Total Disability			6XUE-0370N44-3	04/13/11	04/13/12	<input checked="" type="checkbox"/> Workers Compensation: \$500,000 <input type="checkbox"/> Short-Term Disability: \$500,000 <input type="checkbox"/> Sickness and Indemnity: \$500,000

DESCRIPTION OF OPERATIONS LOCATIONS (ADDENDUM ACORD 101) (Additional Insured) (If any results listed)
 City of Monroe is listed as Additional Insured

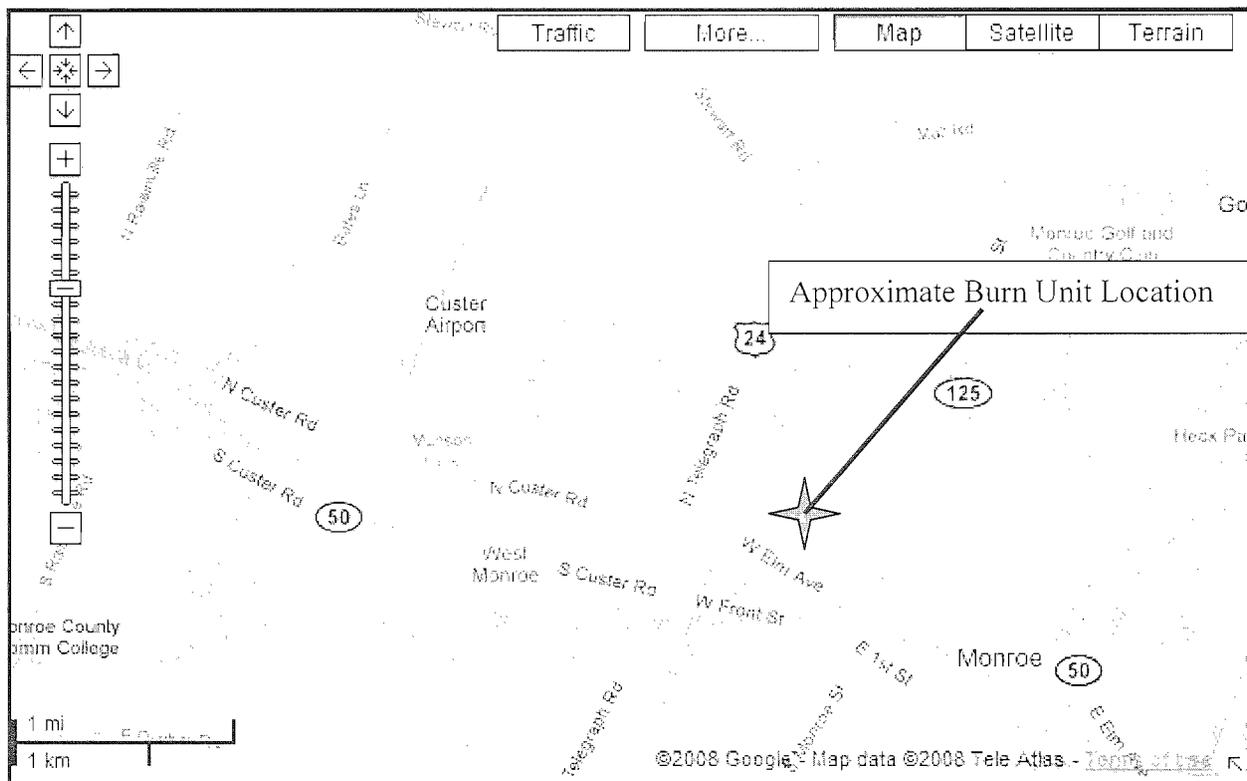
CERTIFICATE HOLDER City of Monroe 120 E. 1st Street Monroe MI 48161	CANCELLATION THIS POLICY IS SUBJECT TO THE POLICY TERMS AND CONDITIONS AND IS SUBJECT TO THE CANCELLATION DATE SHOWN HEREON. THIS POLICY IS SUBJECT TO THE POLICY TERMS AND CONDITIONS. AUTHORIZED REPRESENTATIVE:  ned
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PRESCRIBED BURN PRESCRIPTION

Site: IHM Prairie Plantings

ON SITE CELL PHONE: 734-845-0634

Location: 610 Elm Street
Monroe, MI 48162



Fire Jurisdiction: City of Monroe Fire Department; 75 Scott St. Monroe, MI 48161
Manuel Hoskins, Fire Chief: 734.241.1626; manuel.hoskins@monroemi.gov

Fire Control Access: From City of Monroe Fire Station: 1755 N Custer Rd; Monroe, MI 48162

1. Head east on N Custer Rd toward Richards St/Richards Dr: .3 mile
2. Continue on W Elm Ave: .6 mile to IHM campus entrance
3. Prairie plantings are in front of main building complex

Ownership: Sisters, Servants of the Immaculate Heart of Mary

Contact: Sharon Venier, 734.240.9754; svenier@ihmsisters.org

Prescribed Burn Leader: David Borneman, L.L.C.
2750 Newport Rd, Ann Arbor, MI 48103
PH: 734-994-3475, Mobile: 734-845-0634
davidborneman@yahoo.com
FEIN: 37-1566550

Prescribed Fire Credentials:

- 22 years of professional experience conducting prescribed, ecological burns on thousands of acres.
- 16 years as Prescribed Burn Leader for City of Ann Arbor, Department of Parks and Recreation, Natural Area Preservation Division. In that capacity I coordinate the City's entire Prescribed Burn Program, including leading burn trainings and overseeing a burn crew of up to 15 members, conducting over 300 burns covering over 3000 acres.
- 11 years (over 200 burns) as Private Contractor conducting prescribed burns in Michigan, Ohio, Indiana, Wisconsin and Illinois.
- 12 years on the Michigan Prescribed Fire Council's Steering Committee. Past Chair.

Prescribed Burn Training:

National Wildfire Coordinating Group:

Introduction to Incident Command System (S-130)
Squad Boss Training (S-131)
Beginning Wildland Fire Behavior (S-190) – Certified at Level I
Crew Boss/Single Incident Command (S-230)
Intermediate Wildland Fire Behavior (S-290) – Certified at Level I
Introduction to Wildland Fire Behavior Calculations (S-390) – Certified at Level I
Smoke Management Techniques (RX 410)
Introduction to Fire Effects (RX-310)
Applied Fire Effects (RX-510)

The Nature Conservancy and Tall Timbers Research Station:

Ecological Burning for Burn Leaders (10 days; equivalent to RX-300)

Emergency assistance: 911



Site Description: 4 prairie plantings, on the southern end of the IHM campus, along West Elm Street

Total acreage: approximately 8 acres



Any wind is acceptable



Preferred wind direction

Nearest water source: On-site

Burn Objective: To enhance the health of the prairie plantings by invigorating the native prairie species and setting back any non-native species onsite as part of the management plan for a sustainable site.

Burn Breaks: Each planting is surrounded by either trail or turf change; if necessary, contractor will blow or rake an enhanced break line around the perimeter of the burn units immediately before burn.

Crew size: 5 experienced and qualified burn crew members

- All burn crew members assisting me will have prior burn experience and be adequately trained and briefed to participate in this burn safely.
- All burn crew members will be equipped with the following personal protective equipment: Fire-retardant clothing, hardhat with face shield and Nomex neck gaiter, leather boots, and leather gloves.
- All burn crew members will be outfitted with 2-way radio with chest harness to communicate with other burn crew members and burn leader.

Neighbor notification: Notified in advance by property owner, who will also notify anyone requesting a call on the day of the burn

Window of opportunity to burn:

Afternoon/early evening (between 12:00 noon and 7:00 pm.) March 15 – April 30, 2012; if weather conditions are not present during the burn window, the burn could be scheduled during the fall prescribed burn season, 2012.

Weather, fuel, and fire behavior parameters:

	<u>Minimum</u>	<u>Maximum</u>	<u>Preferred</u>
Temperature (°F)	40	85	60
Relative humidity (%)	20	55	35
Wind speed (mph) (reported 20') (on site midflame)	5 2	25 10	10-15 3-6
Wind direction (degree)	Any is acceptable due to small size of burn units; NE ideal		
Mixing Height(meters)	> 500		
Transport Winds (mph)	> 9		

Desired fire behavior:

Fire will back burn off downwind breaks, creating complete breaks around the unit's perimeter. Once downwind breaks are secured, head burn will consume fuel in unit's interior.

Desired flame length: 1-5 feet

Desired rate of spread: 15-40 chains per hour

Spotting potential: low

Firing technique and ignition pattern: With NE wind: start at SW corner, with 1 ignitor moving north and 1 moving east, each doing perimeter ignition to widen the downwind burn break. When line is secure, a 2nd ignitor from each crew may do some limited interior ignition, primarily for the purpose of burning around large dead wood or other fire hazards. When all interior ignition is finished, perimeter ignitors will finishing ringing the unit to completely burn it out.

With SW wind: start at NE corner, and proceed as described above moving west and south.

Holding plan: Each crew member will be equipped with a backpack sprayer. A truck-mounted 300-gallon water tank with pump and 700 feet of hose will also be onsite; the truck will move down the line with the crew, as needed. If not, the truck will be stationed at a strategically identified location near the fire. An amphibious, 8-wheeled Argo ATV, equipped with 65-gallon water tank and electric pump will patrol burn breaks and interior as needed.

Mop-up plan: 100%, little anticipated

Fire sensitive areas/hazards: Campus buildings; houses to the east and west

Smoke Management Plan:

1. Neighbors have been notified in advance of the planned burn.
2. "Caution – Smoke Ahead" signs will be posted on nearby roads where drivers may encounter smoke.
3. Burn will be conducted on a day when atmospheric conditions allow for adequate lifting and dispersion of smoke.
4. Burn will be conducted on a day when fuel moisture is low enough to minimize smoke production.
5. Much of the burn will be conducted as a "back burn," which will keep flame lengths low but achieve the most complete combustion of the fuel, thus minimizing the smoke output.
6. Back burning will also allow the burn crew to completely extinguish the burn if that is deemed necessary at any point during the entire process.

Additional Roles:

If any additional personnel are available, they may be asked to assist with PR with members of the public.

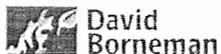
Equipment on site:

Full-size, 4-wheel-drive truck equipped with a 300-gallon water tank and gasoline-powered water pump with 700 feet of hose. (Similar to a type-6 engine). Argo ATV with 65-gallon water tank and pump.

A full complement of additional hand tools and equipment will also be on hand to use as needed, including: backpack water sprayers, drip torches, leaf blowers, rakes, two-way radios, cellular phone.

Plan prepared by: **David Borneman**

Date: **Thursday, February 09, 2012**



REFERENCES

Past Clients Include:

Michigan Department of Natural Resources: Landowner Incentive Program
Michigan Department of Military and Veteran Affairs: Fort Custer Training Center
Indiana Department of Natural Resources: Nature Preserves Commission
Wayne County Airport Authority, Detroit Metro Airport
Huron Clinton Metropolitan Authority (HCMA)
Michigan Audubon Society
The Nature Conservancy
Land Conservancy of West Michigan
Oakland County Parks
Ottawa County Parks
Monroe County Parks
Washtenaw County Parks
Charter Township of Pittsfield
Charter Township of Plymouth
Charter Township of Williamstown
Charter Township of Springfield
Charter Township of Superior
Charter Township of Oakland
Charter Township of Canton
Steelcase, Inc.
Pfizer, Inc.
Howard Cooper, Inc.
Pall, Inc.
Tournament Players Club of Michigan
Turtle Lake Hunt Club
Black River Ranch Hunt Club
Erie Marsh Hunting and Fishing Club
Midforest Lodge Hunt Club
Canada Creek Hunt Club
Boy Scouts of America: Camp Greilick
Washtenaw Intermediate School District
Washtenaw Land Trust
Starr Commonwealth
Rudolph Steiner School of Ann Arbor
First Unitarian Universalist Congregation of Ann Arbor

Private landowners throughout Michigan, Ohio, Illinois, and Wisconsin

SELECTED DETAILED REFERENCES

1. **Huron Clinton Metropolitan Authority (HCMA)**, Southeastern Michigan
Prescribed Burns: various parks 2001-2011; including Kensington (25-, 38-, and 45-acre prairie); Stony Creek (11- and 4-acre prairie); Metro Beach (3-a. old field); Oakwoods (3-a. prairie); Indian Springs (2-a. prairie, 5-acre wetland); and Lake Erie (1-a. prairie)
Contact: Paul Muelle, Natural Resource Chief, (810) 227-2757 ext. 5152

2. **Canton Community Township**, Canton, MI
Prescribed Burns: Flodin Park, 4.2 acres, Warren-Sheldon Park. .75 acres at high-traffic intersection, densely populated area adjacent to site
Board Study Session and Burn Public Meeting Presentations: March 18 and April 16, 2008, respectively
Contact: Brad Sharp, Leisure Services Department, 734.394.5363; cell: 734.777.2348; brad.sharp@canton-mi.org

3. **Wayne County Airport Authority**, Detroit, MI
Prescribed Burns: DTW 12-acre prairie
Crosswinds Marsh: 30-acre Threatened Plant Mitigation wetland
Annual Endangered Plant Species Evaluation Report, 2006, 2007
Contact: Bryan Waggoner, Environmental Administrator External Affairs (734) 247-3686

4. **Washtenaw Intermediate School District**, Ann Arbor, Michigan.
Native Landscaping Project: Master Planning and Implementation, 2001-2005
Prescribed Burns: 4-acre planted prairie; 2005-2010
Contact: Dr. William Miller, Superintendent, (734) 994-8111 ext. 1301

5. **Steelcase Headquarters**, Grand Rapids, MI
Prescribed Burn: 13 Burn Units totaling 80 acres on corporate campus
Contact: Rose Herrmann, Project Manager, (616) 698-5185



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CUSTER AIRPORT FEDERAL PROJECTS – TERMS AND CONDITIONS APPROVAL

DISCUSSION: The City of Monroe owns and maintains Monroe Custer Airport, which is considered a General Aviation airport by the Michigan Department of Transportation (MDOT). As such, in the Federal Aviation bill, we are entitled to \$150,000 per year in capital grant monies, which can be used on a capital project as delineated in our annual plan submitted to MDOT. We have recently utilized these funds in 2010 to completely resurface the top three (3) inches of the runway. The next project, scheduled to occur in August 2012, is the correction of various minor drainage issues on the airfield. Bids were opened on February 3, and the contract is scheduled to be awarded shortly to Salenbien Trucking & Excavating of Dundee through the MDOT process.

Before MDOT will prepare the funding contract for this project, they are requiring the City as the airport Sponsor to approve of the attached Terms and Conditions. In most types of Federal contracts, these are included as an attachment to each project funding contract. However, the MDOT Aeronautics section feels that it is simpler to ask each individual sponsor to approve of these in a general sense only when changes are made, so this approval may be good for multiple projects. As such, these are being presented for your approval now, and both the MDOT / City funding contract and consultant agreements will be presented for the drainage project at one of the next two or three City Council meetings. The only changes that are being made since the last time these were approved as a part of the runway project are the addition of paragraph K under Section II: General Conditions of Page 9 dealing with Human Trafficking, and paragraph 5 under Section III: Assurances on Page 14 prohibiting residential "through the fence usage". Neither provision has any practical impact on our operations, and in order to accept any future grant monies, we have no choice but to accept these provisions.

As you are likely aware, the Port of Monroe has been given jurisdictional responsibility for most airport matters by the City Council, but MDOT still considers the City of Monroe to be the "Sponsor" as the municipality is the land owner of the airport, so the City Council must still approve these terms and conditions. The document was reviewed by the Port Commission at their February 15 meeting, as is the typical process for agreements of this type.

IT IS RECOMMENDED that the attached Terms and Conditions be approved, and that the Director of Engineering and Public Services be authorized to execute the document on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: The funding contract for the next project will not be prepared by MDOT until these are approved.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

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

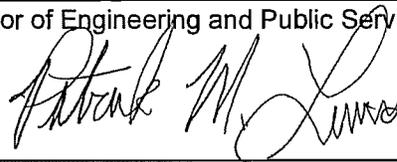
SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
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Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 02/13/12

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: February 21, 2012



U.S. Department
of Transportation
**Federal Aviation
Administration**

March 2011

Terms and Conditions of Accepting Airport Improvement Program Grants

Sponsor: _____

Airport: _____

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid,
 - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. Sponsor Certification for Seismic Design and Construction

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. Sponsor Certification for Drug-Free Workplace

1. The sponsor certifies that it will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
 - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
 - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

II. General Conditions

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to

any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. If requested by the sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.
- K. Trafficking In Persons
 - (a) Provisions applicable to a recipient that is a private entity.
 - (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
 - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- a) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
 - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- (b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
- (1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either--
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *49 CFR Part 29*.
- (c) Provisions applicable to any recipient.
- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.
- (d) Definitions. For purposes of this award term:
- (1) "Employee" means either:
 - a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

- (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) "Private entity":
 - a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - b) Includes:
 - (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (2) A for-profit organization.
- (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

III. Assurances. The following FAA document titled *Assurances Airport Sponsors*, dated March 2011, is incorporated as part of these Terms and Conditions

Assurances Airport Sponsors March 2011

A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

- 1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
 3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section IIIC apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.
- C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:
1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874. ¹
- u. National Environmental Policy Act of 1969 – U.S.C. 4321 et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands

- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds

have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway

location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veteran as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or

desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an Airport Layout Plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the Airport Layout Plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

- 30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels and safety associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND
PFC APPROVED PROJECTS
Dated: 6/2/2010**

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B and Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17A and Change 1	Design Standards for an Aircraft Rescue Firefighting Training Facility
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-13 and Changes 1 –15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1J and Change 2	Standards for Airport Markings (Change 1&2)
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18E	Standards for Airport Sign Systems
150/5340-30D	Design and Installation Details for Airport Visual Aids
150/5345-3F	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10F	Specification for Constant Current Regulators Regulator Monitors
150/5345-12E	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator (PAPI) Systems
150/5345-39C	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44H	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51A	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D and Changes 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft's owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

(1) Describes the requests;

(2) Provides an explanation as to why the requests could not be accommodated; and

(3) Provides a time frame within, if any, the airport will be able to accommodate requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

IV. Standard DOT Title VI Assurances

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.

B. It will insert the following clauses in every contract subject to the Act and the Regulations:

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

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

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

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

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

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."

C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

E. It will include the following clauses, as appropriate:

"1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. *The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
1. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
- H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

V. Sponsor Acceptance of Terms and Conditions

I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.

Name of Sponsor

Signature Sponsor's Designated Official Representative

Title

Dated



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPAIR OF PUBLIC SERVICES DEPARTMENT VACTOR TRUCK – WATER PUMP

DISCUSSION: One of the most heavily-used pieces of equipment in the Public Services Department fleet is the vactor truck, which provides us with the ability to jet and suction numerous storm sewers, inlets, manholes, and other similar facilities City-wide, both from a maintenance and emergency response standpoint. This unit is particularly invaluable during periods of heavy rainfall, and though the Wastewater Department is able to assist us in some emergency matters when our unit is out of service, their needs often peak at the same time as ours, hence we have always chosen to maintain a unit of our own. This is made more cost-effective by the fact that when they opt to replace their vactor truck, we will usually pay them the trade-in value and retain their older unit to avoid purchasing new, as was last done in 2009. Fortunately, due to the unseasonably warm weather in December and January, we have been able to utilize the vactor extensively for regular maintenance use in months where it typically sees emergency use only.

It has been determined that the water pump within the vactor must be completely rebuilt at this time. As this unit is highly specialized, we have only been able to identify two (2) facilities in the vicinity that are able to competently perform this work. These quotations were obtained from Great Lakes Service & Supplies, Inc. in Petersburg in the amount of \$9,000.00 and from Jack Doheny Supplies, Inc. in Northville in the amount of \$9,485.76. Since we anticipate needing to have this unit back into service for the rainy season that would normally be anticipated to begin in March, it is imperative that service be scheduled as soon as possible rather than advertising for formal bids at an additional delay of at least one City Council meeting, perhaps two.

IT IS RECOMMENDED that a purchase order in the amount of \$9,000 be awarded to Great Lakes Service & Supplies, Inc. for the above work, and that the formal bid process be waived, due to the lack of available vendors and the solicitation of competitive quotations for the work.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: This vehicle is essential to Public Services operations, is completely inoperable for its intended purpose, and should be serviced as soon as possible

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Public Services Department

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$9,000.00
	Cost of This Project Approval	\$9,000.00
	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>
	Contract Serv. – Stores	641-60.521-818.020	\$9,000.00
	<u>Other Funds</u>		

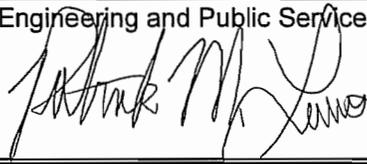
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 02/13/12

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: February 21, 2012





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Amendment to the Demolition Postponement and Property Restoration Agreement for 114 and 116 West Front Street

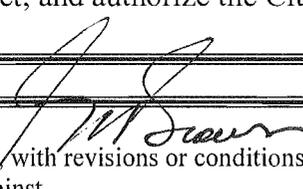
DISCUSSION: In April 2011, the City of Monroe entered into a Demolition Postponement and Property Restoration Agreement for the property and associated buildings and structures located at 114 West Front Street and 116 West Front Street. Since that time, the ownership of the property has changed from West Front Development, LLC to WestSide Exploration, LLC. One of the primary partners in West Front Development, Mr. Piedmonte, remains as the principal in the new Limited Liability Corporation (LLC), WestSide Exploration. The original Agreement contemplated this potential change, and provided for assignment of the Agreement in Section 17, Assignment. Nevertheless, the Agreement requires that both parties consent to any assignment as proposed in this Amendment.

The current Owner of the property, WestSide Exploration, LLC has proceeded with implementation of the Restoration Plan for the property and has completed some of the most critical and visible portions Plan, including restoration of the West Front Street (South) facades of the buildings. The Owner has also initiated the balance of "Phase I" of the Restoration Plan which involves securing the entire building shell. As the Owner completes these critical portions of the project and continues their good faith effort to complete the entire Restoration Plan, the City staff would like to have the ability to release a portion of the financial security held as part of the Agreement. Any release of funds would require a recommendation from the City Building Official and approval by the City Manager. The Owner has committed to put these funds back into the project to help expedite completion of the Restoration Plan.

IT IS RECOMMENDED: City Council Approve the First Amendment to the Demolition Postponement and Property Restoration Agreement for 114 and 116 West Front Street; and authorize the City Manager to execute the proposed Amendment to the Agreement.

CITY MANAGER RECOMMENDATION:

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



APPROVAL DEADLINE: March 5, 2012

REASON FOR DEADLINE: Ability of the City staff to release funds and expedite completion of the Restoration Plan

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Economic and Community Development, Building Department, City Manager's Office and Property Owner

FINANCES

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

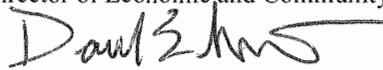
* Property has been granted an Obsolete Property Rehabilitation Act exemption that freezes the taxable value of the buildings

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

Budget Approval: _____

FACT SHEET PREPARED BY: Daniel E. Swallow, Director of Economic and Community Develop. **DATE:** 02/14/12

REVIEWED BY: George A. Brown, City Manager



DATE:

COUNCIL MEETING DATE:

FIRST AMENDMENT TO THE DEMOLITION POSTPONEMENT AND PROPERTY
RESTORATION AGREEMENT FOR 114 AND 116 WEST FRONT STREET

This Agreement Amendment is made this ____ day of February, 2012, by and between WestSide Exploration (“Owner”), a Michigan Limited Liability Company, and the City of Monroe (“City”), a municipal corporation.

I

Assignment of Agreement

Both the City and the Owner agree to the Assignment of the Agreement entered into on April 26, 2011, including all its terms and conditions, from West Front Development, LLC to the current Owner, West Side Exploration, LLC, as provided for in Section 17, Assignment.

II

Partial Release of Financial Security

Both the City and the Owner agree to amend Section 8, City’s Consent and Obligations, of the Agreement so as to read as follows:

- 8. City’s Consent and Obligations. The City shall postpone demolition of the buildings and/or structures located on the Property as long as the Owner maintains compliance with the terms of this Agreement. Upon completion of the approved Restoration Plan and an approved compliance inspection by the City of Monroe Building Official; the City shall rescind the Demolition Order, provide written confirmation that the Property is in full compliance with the International Property Maintenance Code and all other applicable City Codes and Ordinances, issue a new certificate of occupancy for the buildings and/or structures, and initiate the release of the Financial Security.

Upon application by the Owner, recommendation by the City of Monroe Building Official, and approval by the City Manager; the City at its sole discretion may release a portion of the Financial Security prior to completion comparable to the proportionate share of the improvements completed as described in the Restoration Plan for the Property (Exhibit C).

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement effective as of the date first written above.

Owner:

West Side Exploration, LLC

By: _____
Jack Piedmonte

Its: _____

Date: _____

City of Monroe

By: _____
George A. Brown, City Manager

Date: _____

Prior Owner and Party to the Original Agreement:

West Front Development, LLC

By: _____
David Petkovich

Its: _____

Date: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Authorizing submittal of a grant application to the “Our Town” program of the National Endowment for the Arts for planning and developing a downtown art and sculpture tour.

DISCUSSION: Through the “Our Town” program, the National Endowment for the Arts (NEA) provides a limited number of grants, subject to available funding, ranging from \$25,000 to \$150,000, for creative placemaking projects that contribute toward the livability of communities and help transform them into lively, beautiful and innovation projects, together with their arts and design organizations and artists, seek to:

- Improve their quality of life;
- Encourage creative activity;
- Create community identity and sense of place; and
- Revitalize local economies.

All “Our Town” applications must reflect a partnership that will provide leadership and diversity for the project. The partnerships must involve two primary partners: a nonprofit organization and a local government entity. City staff has been working with the Monroe Art League, a nonprofit [501(c)(3)] involved in supporting and promoting local artists. The Monroe Art League Board has approved working with the City to develop a grant application for the Our Town program. Staff from the Monroe County Community College have also provided technical assistance in developing a grant proposal, and hope to plan a sculpture walk on their own campus to compliment the proposed downtown project.

Several other potential partner organizations have been approached to further develop the project proposal and provide the required local match (1:1 Match in Cash and/or In-Kind Services). The Monroe County Historical Society is currently developing plans for a “Peace Garden” near the River Raisin National Battlefield Park, which could be used as the easterly terminus of an art and sculpture tour around the downtown area. The City of Monroe Downtown Development Authority is also redeveloping the S. Monroe Street and W. Front Street Parking lot, which will include a new Riverfront Park with areas reserved for pedestrian circulation and enhanced access to the Riverwalk. Finally, the Monroe Art League has been soliciting their membership and several private business interests in the region to contribute to the project.

The goal of the proposed project is to plan a specific walking tour through the downtown where pedestrians could view existing and newly acquired public art and sculpture. The existing sculptures include the Custer Monument, the Little Brown Bear at Dorsch Library and the eagle wood carving at St. Mary’s Park. A new sculpture is proposed at the planned Peace Garden to commemorate 200 years of peace between Canada and the Unites States. Finally, there are promising locations in the new Riverfront Park and along the existing Riverwalk for new art work and sculpture. If funded, the grant could provide resources to acquire or commission new artwork or sculpture at these locations and others. Another key component of the project would be design and publishing of an attractive brochure to guide people from location to location, and through the central business district.

IT IS RECOMMENDED: City Council authorize the submittal of a grant application to the “Our Town” program of National Endowment for the Arts for planning and developing a downtown art and sculpture tour with the City as the primary grant recipient, administrator and required government entity; subject to the conditions that a cash match is **not** required from the City General Fund and City staff confirms sufficient match commitments (cash and/or in-kind) from partner organizations including the Monroe Art League, Monroe County Historical Society, and private business interests.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 21, 2012

REASON FOR DEADLINE: Grant Application Deadline of March 1, 2012

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: The Department of Economic & Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Economic and Community Development, Finance Department, Downtown Development Authority, Monroe County Historical Society, Citizens.

FINANCES

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

* Up to \$50,000 in total project costs, with \$25,000 in Cash and In-kind services from local sources.

SOURCE OF FUNDS:	City	Account Number	Amount
		General Fund	\$ In-kind
			\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$*
			\$
			\$
			\$

Budget Approval: _____

*Several potential partner organizations have been approached to provide the required local match (1:1 Cash or In-Kind Services)

FACT SHEET PREPARED BY: Dan Swallow, AICP, Director, Dept of Economic & Community Development **DATE:** 2/14/12

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: February 21, 2012

CFDA No. 45.024
2012NEAOT

Application Deadline: You are required to submit your application electronically through Grants.gov, the federal government's online application system. The Grants.gov system must receive your validated and accepted application no later than 11:59 p.m., Eastern Time, on March 1, 2012. We strongly recommend that you submit at least 10 days in advance of the deadline to give yourself ample time to resolve any problems that you might encounter. **The Arts Endowment will not accept late applications.**

Grant Program Description

Art works to improve the lives of America's citizens in many ways. Communities across our nation are engaging design and leveraging the arts to create livable, sustainable neighborhoods with enhanced quality of life, increased creative activity, distinct identities, a sense of place, and vibrant local economies that capitalize on existing local assets. The NEA defines these efforts as *Creative Placemaking*:

"In creative placemaking, partners from public, private, nonprofit, and community sectors strategically shape the physical and social character of a neighborhood, town, tribe, city, or region around arts and cultural activities. Creative placemaking animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety, and brings diverse people together to celebrate, inspire, and be inspired."

Ann Markusen, Markusen Economic Research Services
Anne Gadwa, Metris Arts Consulting
From *Creative Placemaking*

Through *Our Town*, subject to the availability of funding, the National Endowment for the Arts will provide a limited number of grants, ranging from \$25,000 to \$150,000, for creative placemaking projects that contribute toward the livability of communities and help transform them into lively, beautiful, and sustainable places with the arts at their core. *Our Town* will invest in creative and innovative projects in which communities, together with their arts and design organizations and artists, seek to:

- Improve their quality of life.
- Encourage creative activity.
- Create community identity and a sense of place.
- Revitalize local economies.

Partnerships

A key to the success of creative placemaking involves the arts in partnership with a committed governmental leadership and the philanthropic sector. All *Our Town* applications must reflect a partnership that will provide leadership for the project. These partnerships must involve two primary partners: a nonprofit organization and a local government entity. One of the two primary partners must be a cultural (arts or design) organization.

Additional partners are encouraged and may include an appropriate variety of entities such as state level government agencies, foundations, arts organizations and artists, nonprofit organizations, design professionals and design centers, educational institutions, real estate developers, business leaders, and community organizations, as well as public and governmental entities.

Projects

Our Town projects should represent the distinct character and quality of their communities and must reflect:

- A systemic approach to civic development and a persuasive vision for enhanced community vibrancy.
- Clearly defined civic development goals and objectives that recognize and enhance the role that the arts and design play at the center of community life.
- An action plan aligned with the project vision and civic development goals.
- A funding plan that is appropriate, feasible, indicates strong community support, and includes a well-conceived sustainability strategy.

Funding under *Our Town* is **not** available for:

- Projects that do not involve the required partnership that will provide leadership for the project. Partnerships must involve at least two primary partners: a nonprofit organization and a local government entity. One of the two primary partners must be a cultural (arts or design) organization.
- Activities that are not tied directly to long-term civic development goals.
- Projects where the arts, design, or cultural activity are not core to the project's plan.
- Capacity building initiatives for artists that are not integral to a broader civic development strategy.
- Construction, purchase, or renovation of facilities. (Predevelopment, design fees, community planning, and installation of public art are eligible; however, no Arts Endowment or matching funds may be directed to the costs of physical construction or renovation or toward the purchase costs of facilities or land.)
- Subgranting or regranting, except for local arts agencies that are designated to operate on behalf of their local governments or are operating units of city or county government. (See more information on subgranting.)
- Financial awards to winners of competitions.
- Fund raising or financing activities.

Note: The *Grants for Arts Projects* guidelines provide additional information on what we do not fund; see "Administrative Requirements" for more information.

The Arts Endowment plans to support a variety of diverse projects, across the country in urban and rural communities of all sizes. Please review the list of grants on our website to see the types of projects that have been funded recently through *Our Town* and the related *Mayors' Institute on City Design 25th Anniversary Initiative*.

Projects may include planning, design, and arts engagement activities such as:

Planning

- Creative asset mapping.
- Cultural district planning.
- The development of master plans or community-wide strategies for public art.
- Support for creative entrepreneurship.
- Creative industry cluster/hub development.

Design

- Design of rehearsal, studio, or live/work spaces for artists.
- Design of cultural facilities – new construction or adaptive reuse.
- Design of public spaces, e.g., parks, plazas, streetscapes, landscapes, neighborhoods, districts, infrastructure, bridges.
- Design of wayfinding systems.
- Community engagement activities including charrettes, competitions, and community design workshops.

Arts Engagement

- Innovative programming that fosters interaction among community members, arts organizations, and artists, or activates existing cultural and community assets.
- Festivals and performances in spaces not normally used for such purposes.
- Public art that improves public spaces and strategically reflects or shapes the physical and social character of a community.

We understand that creative placemaking projects are often multi-year, large-scale initiatives. Please specify in your application which phase or phases of your project are included in your request for NEA funding. All phases of a project -- except for construction, purchase, or renovation of facilities as noted above -- are eligible for support. All costs included in your Project Budget must be expended within your period of support.

If relevant to your project, you will be required to provide information in accordance with the **National Environmental Policy Act** and/or the **National Historic Preservation Act**. See here **for more information**.

Intended Outcome

Through *Our Town* projects, the Arts Endowment intends to achieve the following outcome: *Livability: American communities are strengthened through the arts.*

The anticipated long-term results for Livability projects are measurable community benefits, such as growth in overall levels of social and civic engagement; arts- or design-focused changes in policies, laws, and/or regulations; job and/or revenue growth for the community; and changes in in-and-out migration patterns. You will be asked to address the anticipated results in your application. If you receive a grant, you will be asked to provide evidence of those results at the end of your project. Given the nature of Livability projects, benefits are likely to emerge over time and may not be fully measurable during the period of a grant. You will need to provide evidence of progress toward achieving improved livability as appropriate to the project. Before applying, please review the reporting requirements for Livability.

Beyond the reporting requirements for all grantees, selected *Our Town* grantees may be asked to assist in the collection of additional information that can help the NEA determine the degree to which agency objectives were achieved. For example, *Our Town* grantees may be asked to participate in surveys or interviews, and/or may be asked to assist in publicizing and promoting these data collection efforts. You may be contacted to provide evidence of project accomplishments including, but not limited to, work samples, community action plans, cultural asset studies, programs, reviews, relevant news clippings, and playbills. Please remember that you are required to maintain project documentation for three years following submission of your final report.

Award Information

Grant Amounts and Matching Funds

We anticipate awarding a limited number of grants, subject to the availability of funding.

You must request a grant amount at one of the following levels: \$25,000, \$50,000, \$75,000, \$100,000, or \$150,000. We will award very few grants at the \$150,000 level; these will be only for projects of significant scale and impact.

All grants require a nonfederal match of at least 1 to 1. These matching funds may be all cash or a combination of cash and in-kind contributions. You may include matching funds that are proposed but not yet committed at the time of the application deadline.

All costs included in your Project Budget must be expended within your period of support. Costs associated with other federal funds, whether direct or indirect (e.g., flow down through a state arts agency), can't be included in your Project Budget.

Period of Support

The Arts Endowment's support of a project may start on September 1, 2012, or any time thereafter. A grant period of up to two years is allowed.

No pre-award costs (income or expenses) are allowable in the Project Budget. Project costs that are incurred before the project start date will be removed from the Project Budget.

Applicant Eligibility

All applications must have partnerships that involve two primary partners: a nonprofit organization and a local governmental entity. One of the two primary partners must be a cultural (arts or design) organization. Additional partners are welcomed.

One of the two primary partners must act as the official applicant (lead applicant). This lead applicant must meet the eligibility requirements, submit the application, and assume full responsibility for the grant.

Eligible lead applicants are:

- Local governments, including counties, parishes, cities, towns, villages, or federally recognized tribal governments. Local arts agencies, local education agencies (school districts), and local government-run community colleges are eligible local governments. The following do not qualify as local governments: state level government agencies, state higher education institutions, regional governments, and quasi-government organizations (e.g., regional planning organizations, economic development authorities, business improvement districts).
- A public entity or a nonprofit tax-exempt 501(c)(3) organization with a documented three-year history of programming.

To be eligible, the lead applicant organization must:

- For an organization other than a local government, have a three-year history of programming prior to the application deadline.
- Meet the Arts Endowment's "Legal Requirements," including nonprofit, tax-exempt status, as detailed in the *Grants for Arts Projects* guidelines, at the time of application.
- Have submitted acceptable Final Report packages by the due date(s) for all Arts Endowment award(s) previously received.

Additional partners beyond the two primary partners are encouraged. These may include a variety of entities such as state level government agencies, foundations, arts organizations and artists, nonprofit organizations, design professionals and design centers, educational institutions, real estate developers, business leaders, and community organizations, as well as public and governmental entities. Federal agencies cannot be monetary partners.

The designated state and jurisdictional arts agencies (SAAs) and their regional arts organizations (RAOs) may serve as partners, but not primary partners, in *Our Town* projects. However, all grant funds must be passed on to the other partners. NEA funds can't support any SAA or RAO costs.

All applicants must have a DUNS number (www.dnb.com) and be registered with the Central Contractor Registration (CCR, www.ccr.gov) and maintain an active CCR registration until the application process is complete, and should a grant be made, throughout the life of the award. **Finalize a new or renew an existing registration at least two weeks before the application deadline.** This action should allow you

time to resolve any issues that may arise. Failure to comply with these requirements may result in your inability to submit your application. Maintain documentation (with dates) of your efforts to register or renew at least two weeks before the deadline.

Application Restrictions

Each local government -- whether applying as the lead applicant or as the primary partner with a nonprofit organization -- is limited to one application. The local government must coordinate internally to ensure that only one application is submitted to the NEA, rather than multiple applications through its various offices. The submitted application must be identified as proposing the chosen project by a formal endorsement letter from the highest ranking official of the local government. If more than one application is submitted for a government, we will ask the highest ranking official to select one application to move forward.

Only one application per geographically represented area will be accepted. For example, if both a county and a city within that county apply, no project activities in the county's project can take place in the city's boundaries, unless they are partnering on the same grant.

Current *Our Town* grantees (FY 2011) and their officially named partners are not eligible to apply under these FY 2012 *Our Town* guidelines. They may apply to the *Our Town* category again in FY 2013.

Mayors' Institute on City Design 25th Anniversary Initiative grantees (FY 2010) may apply for *Our Town*, but must request support for a distinctly different project, or a distinctly different phase of the project, from that which was funded with the *Mayors' Institute on City Design 25th Anniversary Initiative* grant. All *Mayors' Institute on City Design 25th Anniversary Initiative* grant activities must be complete and your final report must be submitted by June 1, 2012, before a FY 2012 *Our Town* grant can be awarded.

Other NEA Funding Opportunities

You may apply to other Arts Endowment funding opportunities, including *Grants for Arts Projects*, in addition to *Our Town*. In each case, the request must be for a **distinctly different project**. If you have applied to the NEA in the past and were not recommended for funding, you may apply again to any funding opportunity, including *Our Town*.

How to Prepare and Submit an Application

You are required to submit your application through Grants.gov, the federal government's online application system. The Grants.gov system must receive your validated and accepted application no later than 11:59 p.m., Eastern Time, on March 1, 2012. **We strongly recommend that you submit at least 10 days in advance of the deadline to give yourself ample time to resolve any problems that you might encounter.**

Before you submit through Grants.gov for the first time, you must be registered. This is a multi-step process for which you should allow at least two weeks. Registration must be completed before you can apply. See "**Get Registered**" for details.

See "**How to Prepare and Submit an Application**" for further instructions.

See the "**Frequently Asked Questions**" for answers to frequently asked questions about the application.

Application Review

Applications are reviewed on the basis of agency-wide criteria of artistic excellence and artistic merit.

The following are considered during the review of applications:

The **merit** of the project, which includes the following:

- Potential of the project to achieve results consistent with the NEA outcome for *Livability: Strengthening communities through the arts*. This includes the potential to:
 - Enhance the livability of the community and catalyze a persuasive vision for enhanced community vibrancy.
 - Support local artists, design professionals, and arts organizations by integrating design and the arts into the fabric of civic life.
 - Reflect or strengthen a unique community identity and sense of place, and capitalize on existing local assets.
- Quality of the proposed partnership, including the required partners, and engagement of the private and public sectors in support of the project.
- Appropriateness of the project to the partners' missions.
- Extent to which the project engages the public in planning for and participating in the project.
- Where appropriate, potential to reach underserved populations such as those whose opportunities to experience the arts are limited by geography, ethnicity, economics, or disability.
- Ability to carry out the project based on such factors as the:
 - Appropriateness of the budget, its feasibility, level of community support, and sustainability strategy.
 - Quality and clarity of the project goals and design.
 - Resources involved.
 - Qualifications of the project's personnel.
 - Readiness to meet requirements of the National Environmental Policy Act and/or the National Historic Preservation Act, where relevant.
 - Likelihood that the project will be completed within the proposed period of support.

- As appropriate, plans for documentation and evaluation of the project results.
- Appropriateness of the proposed performance measurements and their ability to provide evidence that the NEA Livability outcome was achieved.

The **excellence** of the project, which includes the:

- Quality of the artists, design professionals, arts organizations, works of art, or services that the project will involve, as appropriate for the community in which the project takes place.

What Happens to Your Application

All applications are reviewed by an advisory panel comprised of qualified peer experts representing a range of multidisciplinary art, design, and economic and community development fields. Panel recommendations are forwarded to the National Council on the Arts, which then makes recommendations to the Chairman of the National Endowment for the Arts. The Chairman reviews the Council's recommendations and makes the final decision on all grant awards. Pending the availability of funding, it is anticipated that applicants will be notified of award or rejection in July 2012.

Award Administration

Crediting Requirement

Grantees must clearly acknowledge support from the National Endowment for the Arts in their programs and related promotional material including publications and websites. Organizations that receive grants may be provided with specific requirements for acknowledgment of this initiative.

Administrative Requirements

Before submitting an application, organizations should review the *Grants for Arts Projects* guidelines and *General Terms & Conditions* for detailed information on legal requirements, financial reviews and audits, and other administrative matters that pertain to this announcement.

Contacts

If you have questions about how to complete your application, please contact the NEA staff at **OT@arts.gov** with your question or to set up a time to speak to staff. Due to the high volume of interest in *Our Town*, please allow 24 to 48 hours for NEA staff to return your e-mail or call.

If you have questions about CCR or Grants.gov:

- CCR Assistance Center: Call 1-866-606-8220, send a message through the website at www.ccr.gov, or see the information posted on the CCR website at Help.

- Grants.gov Contact Center: Call 1-800-518-4726, e-mail support@grants.gov, or consult the information posted on the Grants.gov website at Help. The Grants.gov Contact Center is available 24 hours a day, 7 days a week.

Reporting Burden

The public reporting burden for this collection of information is estimated at an average of 32 hours per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Arts Endowment welcomes any suggestions that you might have on improving the guidelines and making them as easy to use as possible. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Office of Guidelines & Panel Operations, Room 620, National Endowment for the Arts, 1100 Pennsylvania Avenue, NW, Washington, DC 20506-0001. Note: Applicants are not required to respond to the collection of information unless it displays a currently valid U.S. Office of Management and Budget (OMB) control number.

December 2011

OMB No. 3135-0112 Expires 11/30/2013



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: HEALTH CARE BENEFITS/NON-UNION EMPLOYEES

DISCUSSION: Based on discussions at the December 19, 2011, City Council meeting regarding the attached Health Care policy, City Administration has made revisions to the policy in an effort to further clarify how the employer's/employee's costs will be recalculated each year based on Public Act 152.

I am respectfully recommending and requesting that the Mayor and City Council approve the attached amended changes to the Health Care policy that are available for all regular full-time non-union employees, regular full-time Appointed Officials and regular full-time Elected Officials of the City of Monroe, effective January 1, 2012.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 21, 2012

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Non-Union, Appointed and Elected Employees

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Human Resources Director *P. Howard* **DATE:** 2/14/12

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 2/21/12

Section Name: Human Resources Effective Date: June 2, 2008
Section Number: 400 Date of Revision: 7/7/08, 12/19/11, 2/21/12
Policy Number: 001
Page: 1 of 6

Subject: Health Care Benefits

1. Purpose: The purpose of this policy is to provide health care benefits for all regular full-time non-union employees, **regular full-time Appointed Officials, and regular full-time Elected Officials** of the City of Monroe.

2. Statement of Policy:

2.1. Regular full-time non-union employees, **regular full-time Appointed Officials, and regular full-time Elected Officials** shall be entitled to the following health care benefits commencing on their 91st day of continuous employment

A. Employees Hired Prior to December 19, 2011. **Subject to the provisions of Section 2.1 B below**, effective January 1, 2012, each regular full-time employee hired prior to December 19, 2011, who desires health care benefits through the Employer shall have his choice of coverage under one of the following plans:

- (1) A Blue Cross/Blue Shield of Michigan Community Blue (90/10) PP0 Plan, (See Attachment 1), and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family.¹ ~~Employees covered under this Plan during the period January 1, 2012, through and including December 31, 2014, shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011, whichever is less, and as described in Section (4) below.~~
- (2) A Blue Cross/Blue Shield of Michigan Community Blue (80/20) PP0 Plan, (See Attachment 2) and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse,

¹ Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

employee and child(ren), or family.¹ ~~Employees covered under this Plan during the period January 1, 2012, through and including December 31, 2014, shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011, whichever is less, and as described in Section (4) below.~~

- (3) A Blue Cross/Blue Shield of Michigan Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account and Rx generic mandate \$10 co-pay and brand name \$60 co-pay after the annual deductible has been met; and mandatory purchase of all maintenance drugs through mail order Rx generic mandate \$20 co-pay and brand name \$120 co-pay after the annual deductible has been met. This Plan shall include a \$2,000 individual and a \$4,000 family in-network deductible and a \$4,000 individual, \$8,000 family out-of-network deductible. (See Attachment 3)

Except as above provided, after payment of the applicable in-network deductible in each calendar year, the Plan shall cover 100% of all eligible in-network expenses for the balance of that calendar year. Except as above provided, after payment of the applicable out-of-network deductible in each calendar year, the Plan shall cover 80% of all eligible out-of-network expenses for the balance of that calendar year.

Unless modified pursuant to the provisions of Section 2.1 B below, for employees covered under this Plan during the period January 1, 2012 – December 31, 2014, the Employer shall pay the illustrated premium cost of the health plan and make a contribution to the employee's HSA in an annual amount of \$350 for those who select employee only coverage, \$800 for employee/spouse or employee/child(ren) coverage, and \$1,000 for family coverage.² ~~or the maximum annual amount permissible under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011, whichever is less, and as described in Section (4) below. The employee shall pay all costs in excess of the Employer's contribution.~~

Employees may make contributions to their Health Savings Accounts on a bi-weekly basis, through automatic payroll

² Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

withholding, in accordance with the provisions of the Internal Revenue Code and the related regulations, and the Employer's administrative procedures.

Notwithstanding the foregoing, employees commencing their employment with the Employer after January 1 of any calendar year shall receive prorated contributions to their Health Savings Account in their first calendar year of employment. Such proration shall be based upon the number of days between the employee's date of hire and December 31 of the first calendar year of employment divided by 365.

~~(4)~~ **B. Employer Health Care Contributions.** The Employer's **contribution to the coverage's described in Sections 2.1 A(1), (2) and (3) above shall not exceed** ~~will annually calculate~~ the total cost it is permitted to incur under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011 (the "Act"). The Employer will **annually** compare the total cost it is allowed to incur **according to the Act** to its actual cost if each employee were to select the plan in Section 2.1 A (3) above. ~~with the maximum Employer contributions allowed under Section 3 of the Act.~~ If the actual cost exceeds the allowed cost, the Employer's **total cost will be adjusted to comply with the Act by first reducing the employer's contribution to the HSA referred to in Section 2.1 A (3) until they are eliminated and then, if necessary, adding an employee payment for the cost of the plan in Section 2.1 A (3)** ~~contributions will be reduced~~ until the calculation is brought into compliance with Section 3 of the Act. The employee's ~~contributions~~ **payment** for the plans in Sections ~~1 and 2~~ **2.1 A (1) and (2)** will ~~then~~ be adjusted to make the Employer's **net** cost match the cost for the HSA/HDHP plan in **Section 2.1 A (3) above.**

B.C. Employees Hired On Or After December 19, 2011. Each regular full-time employee hired on or after December 19, 2011, who desires health care benefits through the Employer shall be provided the Blue Cross/Blue Shield of Michigan Community Blue PP0 (80/20) Plan described in Section 2.1 A (2) above or the Blue Cross/Blue Shield of Michigan Community Blue Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account as described in Section 2.1 A (3) above. The terms and conditions applicable to these plans shall be as described in Section 2.1 (A) (2) and (3) above, with the following exceptions:

- 1) those employees choosing the PP0 (80/20) Plan described in Section 2.1 A (2) shall be required to pay 20% of the illustrated premium cost of such Plan or ~~pay the difference between the total cost of such coverage and the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011~~ **the cost calculated**

in Section 2.1 B, whichever results in the greater employee payment; and

- 2) those employees choosing the Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account described in Section 2.1 A (3) shall be required to pay the full amount of the annual deductible and **any amount by which the annual premium exceeds the Employer's total cost as calculated in Section 2.1 B.** ~~all amounts in excess of the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011.~~ (The Employer shall not contribute to the employee's HSA.)

The illustrated premium costs of the foregoing plans are subject to adjustment each calendar year (typically in January of each year). Prior to implementing each such adjustment, the Employer will inform employees of the adjustment and provide an open enrollment period during which time employees will be permitted to change their coverage selections. Eligibility for the medical benefits herein above provided shall be conditioned on the employee authorizing the Employer to deduct the covered employee's portion of the cost of such benefits from compensation due the covered employee.

- 2.2 Spousal Coverage Limitations. Notwithstanding any other provision of this policy to the contrary, if a regular full-time, non-union employee's spouse works for an employer, other than the City of Monroe, who provides medical coverage, such spouse shall be required to elect employee only medical coverage through his/her employer, so long as the spouse's monthly contribution to the premium does not exceed one-third (1/3) of the total premium cost of employee only coverage. In such circumstance, the City's Plan shall provide secondary coverage. If the spouse's contribution exceeds one-third (1/3) of the total cost of employee only coverage, the spouse will not be required to participate in his/her employer's plan, in which event the City will provide primary coverage.

- 2.3 Health Care Waiver Incentives.

- A. Total Waiver of Health Care Coverage

- (1) Regular full-time, non-union employees who have health care benefits provided through a source other than the City of Monroe may waive their rights to health care benefits provided by the City under this policy. An employee who

expressly waives, in writing, all rights to any health care benefits provided through the City of Monroe, including health care benefits provided through a spouse employed by the City, will receive a cash payment (not to be added to base salary) of \$1,250 per year, payable in December of each calendar year. Any employee who has waived coverage for a period less than a full calendar year shall receive a prorated amount of such \$1,250 payment.

- (2) An employee who has waived coverage as hereinabove provided may have such coverage reinstated, provided he/she demonstrates that he/she can no longer receive such benefits from another source.

B. Waiver of Coverage for Employee's Spouse or Spouse and Dependent Children Only

- (1) Any regular full-time, non-union employee whose spouse and eligible dependent children can secure health care coverage from a source other than the City of Monroe may waive all coverage for said spouse and and/or dependent children.

- (2) An employee who waives all health care coverage for only his/her spouse will receive a cash payment of \$750 per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$750 payment.

- (3) An employee who has waived all coverage for his/her spouse and all dependent children will receive a cash payment of \$1,000 per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

- (4) An employee who has waived health care benefits coverage under the City's plan for his spouse, or spouse and dependent children, may apply to have such benefits reinstated, provided he/she demonstrates that his or her spouse, or spouse and dependent children, can no longer receive such benefits from another source.

2.4 Coverage under the above plans is subject to the terms, conditions, exclusions, limitations, deductibles, illustrated premium co-payments and other provisions of such plans, and all applicable provisions of the

Internal Revenue Code and related regulations.

2.5 To be eligible for health care benefits, an employee must document all coverage provided under his/her spouse's medical plan and cooperate in the coordination of coverage to limit the City's expense.

2.6 The City reserves the right to change its third party administrator and/or the carrier(s), plan(s), and/or the manner in which it provides the above benefits.

3. Definitions: None.

4. Application: This policy shall apply to all regular full-time non-union employees, **regular full-time Appointed Officials and regular full-time Elected Officials** in all departments of the City of Monroe and shall supersede and cancel all prior policies and actions of the City Council related to health care benefits for active employees, their spouses and eligible dependents.

5. Responsibility: The Human Resources Director or designee shall have the responsibility of implementing and overseeing the administration of this policy.

6. Administrative Procedure: None

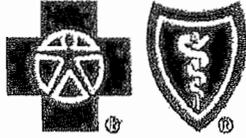
7. Legislative History of Authority for Creation or Revision:

Adopted pursuant to action of the Monroe City Council, dated June 2, 2008.

Revised pursuant to action of the Monroe City Council dated July 7, 2008.

Revised pursuant to action of the Monroe City Council dated December 19, 2011.

Revised pursuant to action of the Monroe City Council dated February 21, 2012.



City of Monroe
38678-671
Community BlueSM PPO
Benefits-at-a-Glance
Effective January 1, 2011

ATTACHMENT 1
PPO PLAN (90/10%)
RX \$10/\$60

The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

In-network

Out-of-network*

Member's responsibility (deductibles, copays and dollar maximums)

	In-network	Out-of-network*
Deductibles	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> \$20 copay for office visits \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent copays Note: Copays apply once the deductible has been met.	<ul style="list-style-type: none"> 60% of approved amount for private duty nursing 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) 	<ul style="list-style-type: none"> 60% of approved amount for private duty nursing 20% of approved amount for most other covered services
Annual copay dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays Note: For groups with 50 or fewer employees or groups that are not subject to the MHP law, mental health care and substance abuse treatment copays do not contribute to the copay dollar maximum.	\$1,000 for one member, \$2,000 for two or more members each calendar year	\$2,000 for one member, \$4,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum	None	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Community Blue – Plan 6, OCT 2010



In-network

Out-of-network*

Preventive care services

Health maintenance exam – includes chest x-ray; EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child-care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 8 visits, 13 months through 23 months • 8 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate-specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	80% after out-of-network deductible. Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% for routine colonoscopy (no deductible or copay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay. One routine colonoscopy per member per calendar year	80% after out-of-network deductible.

Physician office services

Office visits	\$20 copay per office visit	80% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	80% after in-network deductible	80% after out-of-network deductible, must be medically necessary
Office consultations	\$20 copay per office visit	80% after out-of-network deductible, must be medically necessary
Urgent care visits	\$20 copay per office visit	80% after out-of-network deductible, must be medically necessary

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



In-network

Out-of-network*

Emergency medical care

Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	90% after in-network deductible	80% after in-network deductible

Diagnostic services

Laboratory and pathology services	90% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	90% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	90% after in-network deductible	80% after out-of-network deductible

Maternity services provided by a physician

Prenatal and postnatal care	100% (no deductible or copay) includes covered services provided by a certified nurse-midwife	80% after out-of-network deductible
Delivery and nursery care	90% after in-network deductible includes covered services provided by a certified nurse-midwife	80% after out-of-network deductible

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	90% after in-network deductible	80% after out-of-network deductible
Unlimited days		
Inpatient consultations	90% after in-network deductible	80% after out-of-network deductible
Chemotherapy	90% after in-network deductible	80% after out-of-network deductible

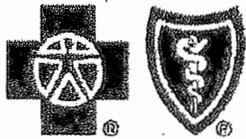
Alternatives to hospital care

Skilled nursing care – must be in a participating skilled nursing facility	90% after in-network deductible	90% after in-network deductible
Limited to a maximum of 120 days per member per calendar year		
Hospice care – must be provided through a participating hospice program	100% (no deductible or copay)	100% (no deductible or copay)
Up to 26 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care – must be medically necessary and provided by a participating home health care agency	90% after in-network deductible	90% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	90% after in-network deductible	90% after in-network deductible

Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	90% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	80% after out-of-network deductible
Voluntary sterilization	90% after in-network deductible	80% after out-of-network deductible

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



In-network

Out-of-network*

Human organ transplants

Specified human organ transplants – In designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – In designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	90% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	90% after in-network deductible	80% after out-of-network deductible

Mental health care and substance abuse treatment

Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See "Annual copay dollar maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	90% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	90% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic • Physician's office	90% after in-network deductible	90% after in-network deductible
	80% after in-network deductible	80% after out-of-network deductible
Outpatient substance abuse treatment – In approved facilities only	90% after in-network deductible	90% after in-network deductible

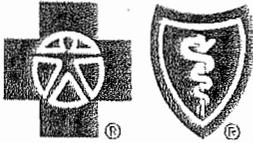
In-network

Out-of-network*

Other covered services

Outpatient Diabetes Management Program (ODMP)	90% after in-network deductible	80% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	80% after out-of-network deductible
Chiropractic spinal manipulation	\$20 copay per visit for specific office services	80% after out-of-network deductible
	Limited to a combined maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy – provided for rehabilitation	90% after in-network deductible	80% after out-of-network deductible. Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	90% after in-network deductible	90% after in-network deductible
Prosthetic and orthotic appliances	90% after in-network deductible	90% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible
Prescription drugs	Not covered	Not covered

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



City of Monroe
38678- Option A
Community BlueSM PPO
Benefits-at-a-Glance

ATTACHMENT 2
PPO (80/20%)
RX \$10/\$60

Effective

The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

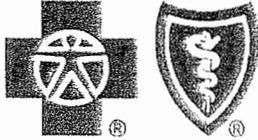
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In-network

Out-of-network *

Member's responsibility (deductibles, copays and dollar maximums)

	In-network	Out-of-network *
Deductibles	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> • \$25 copay for office visits • \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent copays Note: Copays apply once the deductible has been met.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 20% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) 	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 40% of approved amount for most other covered services
Annual copay dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays Note: For groups with 50 or fewer employees or groups that are not subject to the MHP law, mental health care and substance abuse treatment copays do not contribute to the copay dollar maximum.	\$1,500 for one member, \$3,000 for two or more members each calendar year	\$3,000 for one member, \$6,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum		None



In-network

Out-of-network *

Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	70% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
	One per member per calendar year	
Colonoscopy – routine or medically necessary	100% for routine colonoscopy (no deductible or copay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	70% after out-of-network deductible
	One routine colonoscopy per member per calendar year	

Physician office services

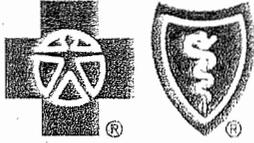
Office visits	\$25 copay per office visit	70% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	80% after in-network deductible	70% after out-of-network deductible, must be medically necessary
Office consultations	\$25 copay per office visit	70% after out-of-network deductible, must be medically necessary
Urgent care visits	\$25 copay per office visit	70% after out-of-network deductible, must be medically necessary

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



	In-network	Out-of-network *
Emergency medical care		
Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	80% after in-network deductible	80% after in-network deductible
Diagnostic services		
Laboratory and pathology services	80% after in-network deductible	70% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	70% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	70% after out-of-network deductible
Maternity services provided by a physician		
Prenatal and postnatal care	100% (no deductible or copay) Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible
Hospital care		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	80% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Inpatient consultations	80% after in-network deductible	70% after out-of-network deductible
Chemotherapy	80% after in-network deductible	70% after out-of-network deductible
Alternatives to hospital care		
Skilled nursing care – must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care – must be provided through a participating hospice program	100% (no deductible or copay)	100% (no deductible or copay)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care – must be medically necessary and provided by a participating home health care agency	80% after in-network deductible	80% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	80% after in-network deductible	80% after in-network deductible
Surgical services		
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	70% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	70% after out-of-network deductible
Voluntary sterilization	80% after in-network deductible	70% after out-of-network deductible

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



In-network

Out-of-network*

Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	70% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	70% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	70% after out-of-network deductible

Mental health care and substance abuse treatment

Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See "Annual copay dollar maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	80% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	80% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic • Physician's office	80% after in-network deductible	80% after in-network deductible
	80% after in-network deductible	70% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	80% after in-network deductible	80% after in-network deductible

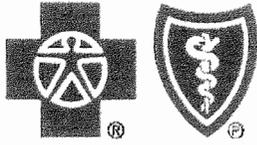
In-network

Out-of-network*

Other covered services

Outpatient Diabetes Management Program (ODMP)	80% after in-network deductible	70% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	70% after out-of-network deductible
Chiropractic spinal manipulation	\$25 copay per visit for specific office services	70% after out-of-network deductible
	Limited to a combined maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy – provided for rehabilitation	80% after in-network deductible	70% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



City of Monroe
38678-681, 981
Flexible BlueSM Plan 3 Medical Coverage
With Flexible BlueSM RX Prescription Drug
Benefits-at-a-Glance

ATTACHMENT 3
PPO FLEXIBLE BLUE
RX \$10/\$60 after deductible

Effective: January 1, 2012

The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

In-network

Out-of-network *

Member's responsibility (deductibles, copays and dollar maximums)

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing.

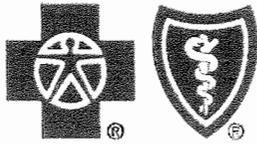
Deductibles Note: Your deductible combines deductible amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage. Note: The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract.	\$2,000 for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)	\$4,000 for a one-person contract or \$8,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)
	Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.	
Fixed dollar copays	None	None
Percent copays Note: Copays apply once the deductible has been met.	None	20% of approved amount
Annual copay dollar maximums Note: Your copay dollar maximum combines copay amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.	Not applicable	\$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year
Lifetime dollar maximum	None	

Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

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In-network

Out-of-network *

Preventive care services, continued

Well-baby and child care visits	100% (no deductible or copay) • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	80% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% for routine colonoscopy (no deductible or copay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay. One routine colonoscopy per member per calendar year	80% after out-of-network deductible

Physician office services

Office visits	100% after in-network deductible	80% after out-of-network deductible
Outpatient and home medical care visits	100% after in-network deductible	80% after out-of-network deductible
Office consultations	100% after in-network deductible	80% after out-of-network deductible
Urgent care visits	100% after in-network deductible	80% after out-of-network deductible

Emergency medical care

Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services – must be medically necessary	100% after in-network deductible	100% after in-network deductible

Diagnostic services

Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

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In-network

Out-of-network *

Maternity services provided by a physician

Prenatal and postnatal care	100% after in-network deductible	80% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	100% after in-network deductible	80% after out-of-network deductible
Unlimited days		
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

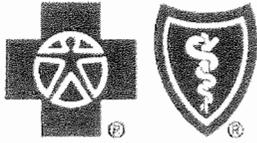
Alternatives to hospital care

Skilled nursing care – must be in a participating skilled nursing facility	100% after in-network deductible	100% after in-network deductible
Limited to a maximum of 90 days per member per calendar year		
Hospice care – must be provided through a participating hospice program	100% after in-network deductible	100% after in-network deductible
Up to 28 pre-hospice counselling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care – must be medically necessary and provided by a participating home health care agency	100% after in-network deductible	100% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	100% after in-network deductible	100% after in-network deductible

Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization	100% after in-network deductible	80% after out-of-network deductible
Human organ transplants		
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



In-network

Out-of-network *

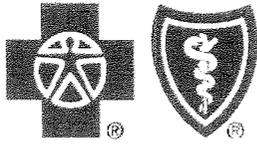
Mental health care and substance abuse treatment

Inpatient mental health care and inpatient substance abuse treatment	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Outpatient mental health care		
• Facility and clinic	100% after in-network deductible	100% after in-network deductible, in participating facilities only
• Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	100% after in-network deductible	100% after in-network deductible

Other covered services

Outpatient Diabetes Management Program (ODMP)	100% (no deductible or copay)	80% after out-of-network deductible
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation	Limited to a combined maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy – provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing	100% after in-network deductible	100% after in-network deductible

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



Flexible BlueSM RX Prescription Drug Plan

Specialty Drugs – The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

Effective July 1, 2010, BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

Network pharmacy

Non-network pharmacy

Member's responsibility (copays)

Your Flexible Blue prescription drug benefits, including mail order drugs, are subject to the same deductibles, copays and annual copay dollar maximums required under your Flexible Blue medical coverage.

Benefits are not payable until after you have met the Flexible Blue annual deductible.

	Network pharmacy	Non-network pharmacy
Retail Pharmacy copays Up to 30 day supply Note: Copays apply once the deductible has been met.	\$10 for each generic drug \$60 for each brand drug, even if the prescription is marked "DAW" or there is no generic equivalent drug available.	Your network pharmacy copay plus 25% of the BCBSM approved amount.
Mail order (home delivery) prescription drugs – up to a 90-day supply of prescribed medication by mail from Medco (BCBSM mail order vendor)	\$20 for each generic drug \$120 for each brand drug, even if the prescription is marked "DAW" or there is no generic equivalent drug available.	No coverage

Covered services

	Network pharmacy	Non-network pharmacy
FDA-approved drugs	100% of approved amount after Flexible Blue medical coverage deductible	80% of approved amount (20% copay) after Flexible Blue medical coverage deductible plus an additional 20% of BCBSM approved amount for the drug **
Prescribed over-the-counter drugs – when covered by BCBSM Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.	100% of approved amount after Flexible Blue medical coverage deductible	80% of approved amount (20% copay) after Flexible Blue medical coverage deductible plus an additional 20% of BCBSM approved amount for the drug **
State-controlled drugs	100% of approved amount after Flexible Blue medical coverage deductible	80% of approved amount (20% copay) after Flexible Blue medical coverage deductible plus an additional 20% of BCBSM approved amount for the drug **
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	100% of approved amount after Flexible Blue medical coverage deductible	80% of approved amount (20% copay) after Flexible Blue medical coverage deductible plus an additional 20% of BCBSM approved amount for the drug **

Notes: If you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand name drug dispensed and the maximum allowable cost for the generic, **plus** your copay, if applicable. This cost difference will **not** be applied toward your in-network deductible, nor your annual copay dollar maximum, if applicable.

* A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

** The 20% prescription drug out-of-network copay will not be applied toward your annual Flexible Blue deductible or annual copay dollar maximum.



Features of your prescription drug plan

<p>Drug interchange and generic copay waiver</p>	<p>Certain drugs may not be covered for a second prescription if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at bcbsm.com.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<p>Quantity limits</p>	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at bcbsm.com.</p>
<p>Prescription drug preferred therapy</p>	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications before prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication.</p> <p>Before filling your Initial prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at bcbsm.com, along with the preferred medications.</p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect all targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p>



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2012 Refunding Bond Authorizing Resolution

DISCUSSION: A bond sale was held on January 28, 2012 for the \$4.05 million bond issue to finance the Macomb Street Bridge Rehabilitation and the DDA Parking Lot project at the Laurel-Finzel parking lot. The interest rate achieved on that bond sale was 3.157661%. This was an extremely good interest rate. As a comparison, the bond sale in 2010, which received a 45% subsidy from the federal government on the interest costs, had an interest rate of 3.5888%. Our bond sales have normally come in at a range of 4.25% to 4.75%.

After the completion of this bond sale, our financial advisors looked at our outstanding bond issues to determine if any could be refunded, which essentially means refinanced. In today's interest rate environment, a bond normally must be callable for it to be worthwhile for it to be refunded. Callable means the remaining principal owed on the bond can be paid in full. Normally, a bond isn't callable for the first eight to ten years in order to give the bond buyers some security on their investment.

In 2005, the City issued a smaller bond in the amount of \$2.385 million. The bond proceeds were used for improvements at the Water Meter Shop and the Department of Public Services Building. The bond is callable in May 2012 and can be refunded on a current basis up to three months in advance of that date. If we were to refund these bonds and we were able to achieve the same interest rate as the recent bond issue, the total savings would amount to \$133,514 over the remaining life of the bond. A savings analysis completed by PFM is attached.

In order to refund this bond issue, a bond authorizing resolution must be approved. This bond authorizing resolution is essentially the same as others that have been approved in the past. One difference on this resolution is that it gives authorization to sell the bonds via a negotiated sale vs. doing a competitive bid. Our financial advisor, PFM, has recommended that we attempt to sell the bonds via this option first due to favorable market conditions they are seeing, the relatively small size of this bond issue, and the ability to reduce issue costs, which would help to increase the overall savings to the City. The negotiated sale gives the City a greater ability to control the result of the bond sale. Quotes would be received from more than one financing institution even with the negotiated sale. If we weren't able to achieve the savings contemplated through a negotiated sale, we would then need to consider a competitive sale.

It is recommended that the Mayor and City Council approve the attached "Resolution Authorizing 2012 General Obligation Limited Tax Refunding Bonds."

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Fund

FINANCES

COST AND REVENUE PROJECTIONS:

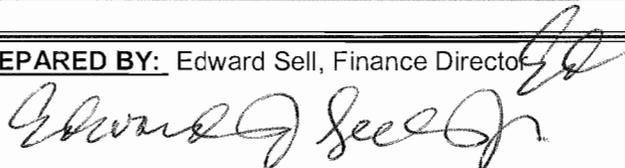
Cost of Total Project	\$ (122,659)
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

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

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: 2/14/2012

REVIEWED BY: 

DATE: 2-14-12

COUNCIL MEETING DATE: February 21, 2012

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

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Warsaw • Wrocław

February 14, 2012

Via Email and U.S. Mail

Mr. Edward J. Sell, Jr.
Finance Director
City of Monroe
120 East First Street
Monroe, MI 48161-2169

Re: Documents for City of Monroe Refunding Bond Issues

Dear Ed:

I have enclosed documents relating to two upcoming refunding bond issues: (1) the City's refunding of its 2005 General Obligation Capital Improvement Bonds and (2) the Monroe Building Authority's refunding of its Building Authority Bonds, Series 2005.

In connection with the City refunding, I have enclosed a **Bond Authorizing Resolution** for the City Council's approval. The Resolution is based upon the bond specifications prepared by Public Financial Management, the City's financial advisors. The Resolution sets forth the terms of the Bonds, the form of Bonds and provides for a negotiated sale (including a private placement) or competitive public sale of the Bonds. The Resolution also authorizes various City officials to take the necessary actions to issue, sell and deliver the Bonds and delegates the authority to award the Bonds to the City Manager and/or Finance Director. There are various blanks in the Resolution in the form of bond, which will be completed in the final form.

In connection with the Building Authority refunding, I have enclosed the form of **Refunding Contract** and the **City Resolution** approving both the refunding and the Refunding Contract, for the City Council's approval. The Building Authority will at a later date adopt a bond authorizing resolution approving the Refunding Contract and containing the bond terms.

Both refundings currently show savings; of course, each will only go forward if savings will be realized by the City.

We would appreciate receiving three (3) certified copies of the each resolution upon adoption by the City Council. We would also ask that you arrange to have three (3) copies of the

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Edward Sell, Jr.

-2-

February 14, 2012

Refunding Contract executed by the Mayor and Clerk and notarized as to their signatures. Please forward the certified resolutions and executed Refunding Contract to my attention.

If you have any further questions please give Pat McGow or me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: _____

Jeffrey S. Aronoff

Cc: George Brown, City Manager
Kari Blanchett
Thomas Ready, Esq.
Patrick McGow, Esq.

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

19,844,186.1\061967-00053



The PFM Group

Public Financial Management, Inc.
 PFM Asset Management LLC
 PFM Advisors

305 E. Eisenhower Parkway
 Suite 112
 Ann Arbor, MI 48108

734-994-9700
 734-994-9710 fax
 www.pfm.com

SAVINGS

City of Monroe
 Proposed 2011 Refunding Bonds
 Refunds the 2005 General Obligation Capital Improvement Bonds

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 04/01/2012 @ 2.6071788%
05/01/2012	36,018.75		36,018.75	36,018.75	35,941.08
11/01/2012	36,018.75	27,591.67	8,427.08		8,300.70
05/01/2013	136,018.75	138,650.00	(2,631.25)	5,795.83	(2,558.44)
11/01/2013	34,143.75	22,500.00	11,643.75		11,175.86
05/01/2014	144,143.75	147,500.00	(3,356.25)	8,287.50	(3,179.93)
11/01/2014	32,081.25	21,250.00	10,831.25		10,130.17
05/01/2015	147,081.25	151,250.00	(4,168.75)	6,662.50	(3,848.75)
11/01/2015	29,925.00	19,950.00	9,975.00		9,090.79
05/01/2016	149,925.00	149,950.00	(25.00)	9,950.00	(22.49)
11/01/2016	27,525.00	18,650.00	8,875.00		7,881.47
05/01/2017	152,525.00	153,650.00	(1,125.00)	7,750.00	(986.20)
11/01/2017	25,025.00	17,300.00	7,725.00		6,684.79
05/01/2018	155,025.00	157,300.00	(2,275.00)	5,450.00	(1,943.33)
11/01/2018	22,425.00	15,725.00	6,700.00		5,649.56
05/01/2019	157,425.00	155,725.00	1,700.00	8,400.00	1,415.02
11/01/2019	19,725.00	13,975.00	5,750.00		4,724.52
05/01/2020	159,725.00	158,975.00	750.00	6,500.00	608.31
11/01/2020	16,925.00	12,162.50	4,762.50		3,813.07
05/01/2021	161,925.00	157,162.50	4,762.50	9,525.00	3,764.01
11/01/2021	14,025.00	10,168.75	3,856.25		3,008.54
05/01/2022	169,025.00	165,168.75	3,856.25	7,712.50	2,969.83
11/01/2022	10,731.25	7,843.75	2,887.50		2,195.14
05/01/2023	170,731.25	167,843.75	2,887.50	5,775.00	2,166.90
11/01/2023	7,331.25	5,443.75	1,887.50		1,398.23
05/01/2024	177,331.25	170,443.75	6,887.50	8,775.00	5,036.49
11/01/2024	3,718.75	2,762.50	956.25		690.26
05/01/2025	178,718.75	172,762.50	5,956.25	6,912.50	4,244.14
	2,375,218.75	2,241,704.17	133,514.58	133,514.58	118,349.76

Savings Summary

PV of savings from cash flow	118,349.76
Plus: Refunding funds on hand	4,309.00
Net PV Savings	122,658.76

CITY OF MONROE
COUNTY OF MONROE
STATE OF MICHIGAN

RESOLUTION AUTHORIZING
2012 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS

Minutes of a regular meeting of the City Council of the City of Monroe, County of Monroe, State of Michigan, held on the 21st day of February, 2012 at 7:30 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), authorizes the City of Monroe, County of Monroe, State of Michigan (the "City") to refund all or any part of its outstanding securities; and

WHEREAS, the City has previously issued its 2005 General Obligation Capital Improvement Bonds, dated September 7, 2005, in the original principal amount of \$2,385,000 (the "Prior Bonds"); and

WHEREAS, the Prior Bonds are "outstanding securities" of the City within the meaning of Act 34; and

WHEREAS, in order to achieve debt service savings, the City determines that it is in the best interest of the City to refund all or a portion of the outstanding callable Prior Bonds; and

WHEREAS, to finance the cost of refunding all or any portion of the callable outstanding Prior Bonds, the City deems it necessary to borrow the principal sum of not to exceed Two Million Dollars (\$2,000,000) and issue its refunding bonds therefor (the "Bonds"); and

WHEREAS, the City desires to negotiate the sale of the Bonds to an underwriter or purchaser (the "Purchaser") within the parameters established by this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Details. Bonds of the City shall be issued in the aggregate principal amount of not to exceed Two Million Dollars (\$2,000,000), or as finally determined upon sale thereof, to be designated 2012 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS (the "Bonds"), for the purpose of paying the cost of refunding all or a portion of the callable outstanding Prior Bonds and issuance costs of the Bonds.

The Bonds shall consist of bonds registered as to principal and interest of the denomination of \$5,000 or multiples of \$5,000 not exceeding for each maturity the aggregate principal amount of such maturity, dated as of the date of delivery (or such other date as determined by an Authorized Officer, as hereinafter defined), numbered as determined by the Transfer Agent (hereinafter defined), maturing on May 1 (or such other date as determined at the time of sale thereof) in the years 2013 to 2025, inclusive, and subject to redemption in the manner and at the times and prices to be determined at the time of sale by the City Manager or Finance Director (each an "Authorized Officer", and together the "Authorized Officers"). The Bonds shall bear interest at a rate or rates to be determined at the time of sale thereof, but in any event not exceeding a maximum true interest cost of 3.75%, payable on May 1st and November 1st of each year, or such other dates and in such years as determined at the time of sale by an Authorized Officer. The Bonds shall be sold at a purchase price not less than 98% of the par amount thereof.

Interest on the Bonds shall be payable to the registered owner of record as of the 15th day of the month preceding each interest payment date. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable by check or draft drawn by the Transfer Agent (as hereinafter defined), and mailed to the registered owner at the registered address as shown on the registration books of the City maintained by the Transfer Agent. The principal of the Bonds shall be payable upon presentation and surrender to the Transfer Agent.

The City Treasurer or a bank or trust company located in Michigan and qualified to act as bond registrar, paying agent and transfer agent may be appointed to serve as bond registrar, paying agent and transfer agent (the "Transfer Agent") for the issue. The Authorized Officers are each hereby authorized to select and appoint the Transfer Agent. The Authorized Officers are each hereby authorized to execute one or more agreements with the Transfer Agent on behalf of the City. The City reserves the right to replace the Transfer Agent at any time upon written notice to the registered owners of record of the Bonds not less than sixty (60) days prior to an interest payment date.

The Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC") and any officer of the City is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond form within the parameters of this resolution as may be required to accomplish the foregoing. Provided that CUSIP identification numbers are printed on the Bonds, all expenses in relation to the assignment of said numbers shall be paid for by the purchaser of the Bonds pursuant to an agreement between the City and the purchaser of the Bonds.

2. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

3. Execution of Bonds. The Bonds shall be signed with the manual or the facsimile

signatures of the Mayor and the City Clerk of the City and shall have the seal of the City impressed or imprinted on the Bonds. No Bond shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by it to the purchaser in accordance with instructions from the City Treasurer of the City upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted. Executed blank certificates for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

4. Debt Retirement Fund. The City Treasurer is hereby authorized to open a separate depository account with a bank or trust company designated 2012 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature. All proceeds from taxes levied for the Debt Retirement Fund shall be deposited into the Debt Retirement Fund as collected. Commencing with the year 2012, there shall be levied upon the tax rolls of the City for the purpose of the Debt Retirement Fund each year, in the manner required by the provisions of Act 34 an amount sufficient so that the estimated collection therefrom will be sufficient to promptly pay, when due, the principal of and interest on the Bonds becoming due prior to the next annual tax levy; provided, however, that if at the time of making any such annual tax levy there shall be surplus moneys on hand in the Debt Retirement Fund for the payment of principal of and interest on the Bonds, then credit therefor may be taken against such annual levy for the Debt Retirement Fund. Such tax levy shall be subject to applicable constitutional, statutory and charter limitations.

5. Use of Proceeds. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Prior Bonds as provided in this paragraph. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2012 GENERAL OBLIGATION LIMITED TAX BOND ISSUANCE FUND (the "Issuance Fund"). Moneys in the Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds.

The balance of the proceeds of the Bonds together with any moneys transferred by the City at the time of sale of the Bonds from the debt retirement funds for the Prior Bonds and any other available funds of the City, shall be held as cash or invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal, interest and redemption premiums on the Prior Bonds. The Escrow Fund shall be held by a bank or trust company to be selected by an Authorized Officer, as escrow agent (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to call for redemption any Prior Bonds specified by the City upon sale of the Bonds, including publication and mailing of redemption notices, on any call date, as specified by the City. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal, interest and redemption premiums on the Prior Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Fund, any amounts remaining in the debt retirement funds for the Prior Bonds shall be transferred to the Debt Retirement Fund for the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MONROE

CITY OF MONROE

2012 GENERAL OBLIGATION LIMITED TAX REFUNDING BOND

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
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Registered Owner:

Principal Amount: _____ Dollars

The City of Monroe, County of Monroe, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360 day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, payable on _____ 1, 2012 and semiannually thereafter. Principal of this bond is payable upon presentation and surrender of this bond at the corporate trust office of _____, Michigan, or such other transfer agent as the City may hereafter designate (the "Transfer Agent") by notice mailed to the registered owner not less than sixty (60) days prior to an interest payment date. Interest on this bond is payable to the person or entity who or which is the registered owner of record as of the 15th day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent, by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address.

This bond is one of a series of bonds aggregating the principal sum of \$ _____, issued for the purpose of defraying the costs of refunding certain outstanding bonds of the City.

[Insert redemption provisions.]

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond is payable out of the City's Debt Retirement Fund for this issue and in order to make such payment, the City is required each year to levy taxes on all taxable property within the boundaries of the City for such payment, subject to applicable constitutional, statutory and charter limitations. It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

IN WITNESS WHEREOF, the City, by its City Council, has caused this bond to be signed in its name with the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

City of Monroe
County of Monroe
State of Michigan

By: _____
Its Mayor

(SEAL)

By: _____
Its City Clerk

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned resolution.

_____,
_____, Michigan
Transfer Agent

By _____
Authorized Signature

Date of Authentication: _____

7. Negotiated Sale. The City Council has considered the option of selling the Bonds through a competitive sale and a negotiated sale, and, pursuant to the requirements of Act 34, hereby determines that a negotiated sale of the Bonds will result in the most efficient and expeditious means of selling the Bonds and will result in the lowest interest cost to the City. Notwithstanding the foregoing, if an Authorized Officer determines that a competitive sale would result in the lowest interest cost to the City, an Authorized Officer may elect to conduct a competitive sale and direct the publication of a notice of sale in connection therewith.

8. Purchase Agreement; Delegation to Authorized Officer; Sale Order. The Authorized Officers are each hereby authorized to negotiate the sale of the Bonds to the Purchaser, negotiate and execute a purchase agreement with the Purchaser, negotiate and execute a placement agreement or bond purchase agreement, as applicable, execute a Sale Order specifying the final terms of the Bonds and take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution.

9. Adjustment of Bond Terms. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Bonds and in pursuance of the foregoing is each authorized to exercise the authority and make the determinations pursuant to Sections 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights and other matters within the parameters established by this resolution *provided* that a net present value savings of at least 3.00% shall exist upon the sale of the Bonds and said refunding.

10. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds.

11. Appointment of Bond Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for the Bonds is hereby confirmed, notwithstanding the periodic representation by Miller, Canfield, Paddock and Stone, P.L.C., in unrelated matters of parties or potential parties to the transaction contemplated by this resolution.

12. Appointment of Financial Advisor. The City hereby appoints Public Financial Management, Inc., as registered municipal advisor with respect to the Bonds.

13. Authorization of Other Actions. The Authorized Officers are each authorized and directed to do all other acts and take all other necessary procedures required to effectuate the sale, placement and issuance and delivery of the Bonds, including procuring a policy of municipal bond insurance with respect to the Bonds or causing the qualification of the Bonds therefor if, upon the advice of the financial advisor to the City, the acquisition of such insurance would be of economic benefit to the City, and to take all other actions necessary or advisable, and make such other filings with the Michigan Department of Treasury or with other parties, to enable the issuance, sale and delivery of the Bonds as contemplated herein.

15. Conflict; Rescission. All resolutions and parts of resolutions insofar as they conflict with

the provisions of this Resolution be and the same hereby are rescinded.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTAIN: _____

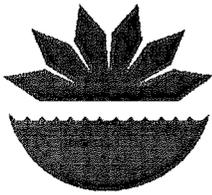
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Monroe, County of Monroe, State of Michigan, at a regular meeting held on February 21, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

19,844,177.1\061967-00053

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Building Authority Bond Refunding and Contract

DISCUSSION: A bond sale was held on January 28, 2012 for the \$4.05 million bond issue to finance the Macomb Street Bridge Rehabilitation and the DDA Parking Lot project at the Laurel-Finzel parking lot. The interest rate achieved on that bond sale was 3.157661%. This was an extremely good interest rate. As a comparison, the bond sale in 2010, which received a 45% subsidy from the federal government on the interest costs, had an interest rate of 3.5888%. Our bond sales have normally come in at a range of 4.25% to 4.75%.

After the completion of this bond sale, our financial advisors looked at our outstanding bond issues to determine if any could be refunded, which essentially means refinanced. In today's interest rate environment, a bond normally must be callable for it to be worthwhile for it to be refunded. Callable means the remaining principal owed on the bond can be paid in full. Normally, a bond isn't callable for the first eight to ten years in order to give the bond buyers some security on their investment.

In 2004, the City and Building Authority entered into an agreement to advance refund the bonds that were issued in 1997 to finance the construction of the Multi-Sports Complex. Those refunding bonds were officially issued in early 2005. The bonds issued in 2005 will become callable in November 2012 and can be refunded up to three months in advance of that date. If the bonds were to be refunded at the same interest rate as the recent City bond issue, the savings over the remaining term of the bonds would be \$318,804. A savings analysis completed by PFM is attached.

In 1997, when these bonds were originally issued, the bonds were issued through the City of Monroe Building Authority, primarily because at that time the City would not have had the ability to sell the bonds on its own without a vote of the people. The City and the Building Authority would have entered into a contract approving the sale of the bonds and making the City responsible for the principal and interest payments on the bond. Since that time, the Municipal Finance Act has been amended to allow cities to issue capital improvement bonds, which eliminated the need for a vote.

Because these funds are actually bonds of the Building Authority, the City must enter into a refunding contract with the Building Authority and the Building Authority will need to approve the bond authorizing resolution. At this point, we do not know whether these bonds will be refunded. We are trying to get the necessary approvals in place so that we can act if the interest rate environment remains as good as it has been recently.

It is recommended that the Mayor and City Council approve the attached "Resolution Approving Building Authority Refunding and Contract."

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Fund

FINANCES

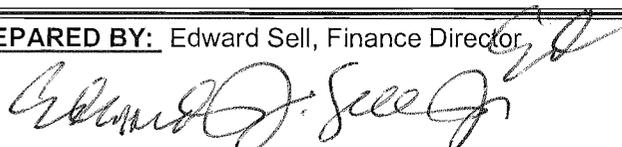
COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ (318,804)
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

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

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: 2/14/2012

REVIEWED BY: 

DATE: 2-14-12

COUNCIL MEETING DATE: February 21, 2012

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

JEFFREY S. ARONOFF
TEL (313) 496-7694
FAX (313) 496-8451
E-MAIL aronoff@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing
Saginaw • Troy

FLORIDA: Tampa

ILLINOIS: Chicago

NEW YORK: New York

OHIO: Cincinnati

CANADA: Toronto • Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

February 14, 2012

Via Email and U.S. Mail

Mr. Edward J. Sell, Jr.
Finance Director
City of Monroe
120 East First Street
Monroe, MI 48161-2169

Re: Documents for City of Monroe Refunding Bond Issues

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Mr. Edward Sell, Jr.

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February 14, 2012

Refunding Contract executed by the Mayor and Clerk and notarized as to their signatures. Please forward the certified resolutions and executed Refunding Contract to my attention.

If you have any further questions please give Pat McGow or me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.L.C.

By: _____

Jeffrey S. Aronoff

Cc: George Brown, City Manager
Kari Blanchett
Thomas Ready, Esq.
Patrick McGow, Esq.

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

19,844,186.1\061967-00053



The PFM Group

Public Financial Management, Inc.
 PFM Asset Management LLC
 PFM Advisors

305 E. Eisenhower Parkway
 Suite 112
 Ann Arbor, MI 48108

734-994-9700
 734-994-9710 fax
 www.pfm.com

SAVINGS

City of Monroe
 Proposed 2012 Building Authority Refunding Bonds
 Refunds the Building Authority Refunding Bonds, Series 2005

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 08/01/2012 @ 2.5510993%
11/01/2012	85,388.13	76,750.00	8,638.13	8,638.13	8,583.56
05/01/2013	85,388.13	53,000.00	32,388.13		31,778.18
11/01/2013	390,388.13	393,000.00	(2,611.87)	29,776.26	(2,530.40)
05/01/2014	79,288.13	49,600.00	29,688.13		28,399.89
11/01/2014	394,288.13	394,600.00	(311.87)	29,376.26	(294.58)
05/01/2015	72,988.13	46,150.00	26,838.13		25,030.93
11/01/2015	397,988.13	396,150.00	1,838.13	28,676.26	1,692.76
05/01/2016	66,488.13	42,650.00	23,838.13		21,676.42
11/01/2016	411,488.13	407,650.00	3,838.13	27,676.26	3,446.12
05/01/2017	59,588.13	39,000.00	20,588.13		18,252.53
11/01/2017	419,588.13	414,000.00	5,588.13	26,176.26	4,891.79
05/01/2018	52,388.13	34,781.25	17,606.88		15,218.76
11/01/2018	427,388.13	414,781.25	12,606.88	30,213.76	10,759.70
05/01/2019	44,888.13	30,031.25	14,856.88		12,520.32
11/01/2019	434,888.13	420,031.25	14,856.88	29,713.76	12,362.63
05/01/2020	36,844.38	25,156.25	11,688.13		9,603.37
11/01/2020	441,844.38	425,156.25	16,688.13	28,376.26	13,538.85
05/01/2021	28,440.63	19,656.25	8,784.38		7,036.89
11/01/2021	453,440.63	434,656.25	18,784.38	27,568.76	14,858.04
05/01/2022	19,409.38	13,431.25	5,978.13		4,669.02
11/01/2022	469,409.38	448,431.25	20,978.13	26,956.26	16,177.91
05/01/2023	9,734.38	6,906.25	2,828.13		2,153.53
11/01/2023	454,734.38	431,906.25	22,828.13	25,656.26	17,163.93
	5,336,279.49	5,017,475.00	318,804.49	318,804.49	276,990.13

Savings Summary

PV of savings from cash flow	276,990.13
Plus: Refunding funds on hand	2,753.75
Net PV Savings	279,743.88

**RESOLUTION APPROVING
BUILDING AUTHORITY REFUNDING AND CONTRACT**

**CITY OF MONROE
COUNTY OF MONROE, MICHIGAN**

Minutes of a regular meeting of the City Council of the City of Monroe, County of Monroe, Michigan, held in said City on the 21st day of February, 2012, at 7:30 o'clock p.m. Eastern Standard Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Commission of the Monroe Building Authority (the "Authority") has undertaken proceedings to refund all or a portion of the Authority's Building Authority Bonds, Series 2005, dated January 12, 2005; and

WHEREAS, such refunding will result in lower costs to the City of Monroe (the "City") for the use of facilities leased to the City; and

WHEREAS, a refunding contract between the City and the Authority (the "Refunding Contract") has been prepared respecting said refunding; and

WHEREAS, it is necessary that the City undertake and make certain covenants and representations respecting the Authority's proposed refunding bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Authority's refunding bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the "Code")

including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, and to prevent the Authority's refunding bonds from being or becoming "private activity bonds" as that term is used in Section 141 of the Code.

2. The City hereby authorizes the Authority to prepare and circulate a preliminary and final official statement in connection with the refunding bonds and, if applicable, further authorizes the City Manager, Finance Director, City Clerk, Treasurer or Mayor to execute such official statements on behalf of the City.

3. Any officers of the City, including, but not limited to the City Manager, Finance Director, City Clerk, Treasurer or Mayor are hereby authorized to execute any certificates on behalf of the City necessary for the issuance of such refunding bonds.

4. The City hereby covenants to comply with Securities and Exchange Commission Rule 15c2-12 (the "Rule") and shall enter into an undertaking for the benefit of the holders and beneficial owners of the Authority's refunding bonds (the "Undertaking"). In connection therewith, each of the City Manager and Finance Director is hereby authorized to execute and deliver the Undertaking after completion and modification upon the advice and recommendations of bond counsel.

5. The Refunding Contract shall be dated such date as may be appropriate and the same in substantially the form attached hereto as Exhibit A, is hereby approved. The Mayor and City Clerk be and are hereby directed to execute and deliver said contract on behalf of the City.

[remainder of page left blank intentionally]

6. All resolutions and parts of resolutions insofar as the same conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Clerk, City of Monroe

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Monroe, County of Monroe, Michigan, at a regular meeting held on February 21, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Clerk, City of Monroe

Exhibit A

Refunding Contract

(attached)

19,843,511.1\061967-00052

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into as of the first day of _____, 2012, by and among the MONROE BUILDING AUTHORITY, a public corporation organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the "Act") (the "Authority"), and under the provisions of Act 31, Public Acts of Michigan, 2001, as amended, ("Act 34") and the Act (collectively the "Acts"), and the CITY OF MONROE, County of Monroe, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "City").

WITNESSETH:

WHEREAS, the Authority has been incorporated under and in pursuance of the provisions of the Act for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, automobile parking lots or structures, recreational facilities, stadiums, and the necessary site or sites therefor, together with appurtenant properties and facilities necessary or convenient for the effective use thereof, for use for any legitimate public purpose of the City; and

WHEREAS, the City and the Authority have entered into a certain a Limited Tax Full Faith and Credit General Obligation Contract, dated April 14, 1997, wherein the Authority agreed to acquire public facilities and lease said facilities to the City, as amended by a Refunding Contract dated October 18, 2004 (the "2004 Contract"), and

WHEREAS, bonds have been issued pursuant to the 2004 Contract denominated Building Authority Bonds, Series 2005 (the "Prior Bonds"), and

WHEREAS, the Authority and the City have been advised that conditions in the bond market have now improved to the point that the Prior Bonds could be refunded at a net present value interest savings; and

WHEREAS, it is the determination and judgment of the Authority and the City that the Prior Bonds should be refunded to secure for the City the interest savings anticipated and thereby permit the operation of the financed facilities in a more economical fashion for the benefit of the users of the facilities and the taxpayers of the City; and

WHEREAS, the execution of this contract (the "Refunding Contract") is necessary in order to implement a refunding program;

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The Authority and the City hereby approve and confirm the refunding of all of the outstanding callable Prior Bonds under the provisions of the Acts in the manner provided by and pursuant to this Refunding Contract.

2. The Authority will issue a single series of refunding bonds (the "Refunding Bonds") in the total principal amount of not to exceed \$4,500,000 in order to pay part of the costs of refunding the Bonds. All costs of retiring the Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Bonds, call premiums, underwriting discount, bond and other printing, administrative, legal and financial advisory expenses, credit enhancement costs, rating fees, trustee and paying agent/registrar fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available by the City to pay such costs.

3. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the Authority shall take the following steps:

(a) The Authority will adopt a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$4,500,000 (the "Refunding Bond Resolution"), such Resolution to be based upon the Authority's analysis of the financial benefits of the refunding. The Refunding Bonds shall mature as authorized by law, and will be issued in

anticipation of the debt service installment payments required to be made by the City as provided in the 2004 Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the City to pay said installments when due, including interest. After due adoption of the Refunding Bond Resolution, the Authority will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

(b) The Authority, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of sale thereof.

(c) The Authority and the City shall not make any investments, take any other actions or refrain from taking any actions which would cause the Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations or which would cause the interest on the Bonds to be included in gross income for general federal income tax purposes.

(d) The Authority shall take all steps necessary to refund the Prior Bonds.

4. The full principal amount of the Refunding Bonds shall be charged to and paid by the City to the Authority in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the Authority will be issued in anticipation of such payments by the City.

It is agreed that the City shall pay to the Authority, at least one business day prior to the annual maturity date of principal amounts of the Refunding Bonds, such principal amount, and in addition, at least one business day prior to each interest payment date on the Refunding Bonds, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date. From time to time as the Authority is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and

expenses accrue to the Authority from handling of the payments made by the City or from other action taken in connection with the Refunding Bonds, the Authority shall notify the City of the amount of such fees, costs and expenses, and the City shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to pay such amounts.

The Authority shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the City with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the City, in writing, of the exact amount due on the next due date. The failure to give such notice shall not, however, excuse the City from making required payments when due under the provisions hereof.

5. The City, pursuant to authorization of Section 11k of the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed in this contract. Pursuant to such pledge, if other funds are not available, the City shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the City in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy shall however be subject to applicable constitutional, statutory and charter limitations. Commitments of the City are expressly recognized as being for the purpose of providing funds to meet the respective contractual obligations of the City in anticipation of which the Authority Refunding Bonds are issued. Nothing herein contained shall be construed to prevent the City from using any, or any combination of, the means and methods provided in Section 8A of the Act for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be

reduced by such amount.

6. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the 2004 Contract.

7. All provisions of the 2004 Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Prior Bonds made by the City therein, shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, the Prior Bonds will be defeased and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead.

8. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act.

9. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the City in accordance with existing commitments to the Authority, and the Authority shall not be obligated for such costs and expenses.

10. The Authority and the City each recognize that the holders from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by each of them that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The City and the Authority further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of the Refunding Bonds shall be deemed to be for the benefit of the holders of said Refunding Bonds.

11. This Refunding Contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the Authority are paid, at which time this Refunding Contract shall be terminated, and the provisions of the 2004 Contract relative to disposition of the financed facilities shall be carried out. In any event, the obligations of the City to make the payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the City, together with all interest and penalties and other obligations hereunder.

12. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the MONROE BUILDING AUTHORITY, by its Commission, and the CITY OF MONROE, County of Monroe, Michigan, by its City Council, have each caused its name to be signed to this instrument by its duly authorized officers and its seal to be affixed hereto the day and year first above written.

In the presence of:

MONROE BUILDING AUTHORITY

_____ By _____
Chair

_____ By _____
Secretary

(Seal)

CITY OF MONROE

_____ By _____
Mayor

_____ By _____
Clerk

(Seal)

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

STATE OF MICHIGAN)
 : ss.
COUNTY OF MONROE)

On this ____ day of _____, 2012, before me appeared _____ and _____, to me personally known, who, being by me duly sworn, did, each for himself or herself, say that they are respectively the Chairman and Secretary of the Commission of the MONROE BUILDING AUTHORITY, a public corporation of the State of Michigan, and that said instrument was signed and sealed on behalf of said Authority by authority of its Commission, and the said persons acknowledged said instrument to be the free act and deed of said Authority.

Notary Public, Monroe County, MI
My Commission Expires: _____

STATE OF MICHIGAN)
 : ss.
COUNTY OF MONROE)

On this ____ day of _____, 2012, before me appeared _____ and _____, to me personally known, who, being by me duly sworn, did, each for himself or herself, say that they are respectively the Mayor and Clerk of the CITY OF MONROE, County of Monroe, Michigan, a municipal corporation in the State of Michigan, and that said instrument was signed and sealed on behalf of the said City by authority of its City Council and the said persons acknowledged said instrument to be the free act and deed of said City.

Notary Public, Monroe County, MI
My Commission Expires: _____

19,843,539.1\061967-00052

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Appointments

DISCUSSION: A vacancy for an unexpired term exists on the Civil Service Commission. Under provisions of P.A. 78 of 1935, for civil service matters related to the Fire Department, members of the Monroe Fire Department have chosen Matt Vititoe to fill the unexpired term. Under Police Civil Service provisions of the City Charter, which pertains to civil service matters related to the Police department, members of the Civil Service Commission are appointed by the Mayor, subject to the approval of the City Council.

Therefore, it is recommended, that Matt Vititoe be appointed to fill the vacancy on the Civil Service Commission for the unexpired term.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Operations

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Mayor's Office

DATE: 2/14/12

REVIEWED BY: Robert E. Clark, Mayor

DATE:

COUNCIL MEETING DATE: 2/21/12

RESOLUTION

WHEREAS, there are terms on various Boards, Commissions, and Committees which have vacancies; and

WHEREAS, a diligent effort has been made to fill these appointments;

THEREFORE BE IT RESOLVED that the following person is hereby appointed to the office and the term hereinafter indicated, February 21, 2012

CIVIL SERVICE COMMISSION

Matt Vititoe

fill an expired term to January 2014



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM MARK JOHNSON ON BEHALF OF NORTHLAKE EVENTS FOR PERMISSION TO HOLD THE FIRST ANNUAL RIVER RAISIN JAZZ 5K RUN / MUSIC MILE ON AUGUST 11, 2012

DISCUSSION: The City received a request from Mark Johnson on behalf of Northlake Events "dba: Poseidon Enterprises, LLC" for permission to hold the first annual River Raisin Jazz 5K Run / Music Mile on August 11, 2012 at 9:00 a.m. Specifically the request is to hold the run along the bike path on North Custer Road / W. Elm Avenue and the Riverwalk. The start and finish of the race will be the only part of the race conducted in the roadway.

The request was reviewed by the administrative staff. We do not foresee any problems with this request subject to emergency vehicle access being maintained, special event application and that all insurance requirements are met.

The Recreation Department has temporarily reserved both shelters for this event. The fee for a park rental shelter for the day is: City of Monroe residents: \$65 ea., non-City residents: \$85 ea. The event organizers will have food / hydration stations at the start and finish of the race route and have been instructed to supply trash receptacles.

The Police Department has no objections to the race as presented. Staff will coordinate with DPS and event organizers and coordinate intersection closures to assure that all safety aspects are covered. A minimum of three officers will be needed for the event. The officers assigned to the event will leap frog from various intersections to assure constant traffic control at the intersections. The estimated cost to staff the event is \$305.24. Limited involvement will be needed from DPS for road closures, as officers can temporarily close the majority of the intersections with their patrol cars and motor units.

The Department of Public Services will have very little involvement, as the Police Department will control the event. Public Services staff will be on-site on the day of the event already for the Jazz Festival at the time necessary to provide barricading for closure of Front Street. Marginal overtime costs would be very little given other scheduled work.

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, **subject to full cost recovery with payment of estimate costs paid up front** in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: D.P.S., Police, Attorney, Engineering, Fire, Finance, Planning, and Manager

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: 2/14/12

REVIEWED BY:

DATE: 2/15/12

COUNCIL MEETING DATE: 2/21/12



MARK H. JOHNSON

February 6, 2012

City of Monroe
Honorable Mayor Robert Clark
120 E. First Street
Monroe, Michigan 48161

Dear Mayor Clark,

I would like to organize a premier racing event in the City of Monroe. This event would correspond with the annual River Raisin Jazz Festival occurring on the second weekend in August. The concept is to organize a 5K run and additional 'Music Mile Fun Run' this year; next year add a 10K run; and a Half-Marathon category in year three. This run will include local jazz performers at each mile marker.

After an initial meeting with the City Police Department, I am requesting to close North Custer from the edge of Munson Park to where the river walk starts on the south side of the road (approx 200 yards) for roughly 10 minutes as the runners cross. Further the route will need to close East Front Street between Navarre and Scott Street. The time of closure for race use will be roughly two hours on a Saturday morning,

I have attached the information that I believe will be needed to grant my request to close the above mentioned streets. A portion of this material is from a web page I have designed that will be published to the internet when approval is granted.

Northlake Events is registered with the State of Michigan as a 'Doing Business As' entity of Poseidon Enterprises, LLC. Poseidon Enterprises, LLC is a State of Michigan licensed company.

I am in the process of securing insurance coverage for the event, as well as the permitting process with the City. Once that is complete I can post the information on various running websites and open registration for the event.

If you have any questions, would like to meet with me in person, or have me address the City Council should that need arise, please do not hesitate to contact me directly at 734.770.7092; or at JohnsonMarkH@gmail.com.

Thank you in advance for your consideration in this matter.

My warmest regards,

A handwritten signature in black ink that reads "Mark H. Johnson". The signature is written in a cursive, flowing style with a large loop at the end of the name.

Mark H. Johnson

RECEIVED

FEB - 6 2012

MAYOR'S OFFICE

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
CC: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe, file
Date: February 7, 2012
Re: *"River Raisin Jazz 5K Run / Music Mile Fun Run" - Saturday, August 11, 2012*

The Mark H. Johnson of "Northlake Events," dba: "Poseidon Enterprises, is planning the 1st annual "River Raisin Jazz 5K Run / Music Mile Fun Run" for Saturday, August 11, 2012 at 9:00 am, prior to the start of the "River Raisin Jazz Fest." Mr. Johnson plans on making this an annual event during "Jazz Fest" weekend and increasing the number of races each year. The majority of this year's planned run will be along the bike path on North Custer Rd. / W. Elm Ave. and the "Riverwalk," with only the start and finish of the race taking part in the roadway. The event organizer is expecting approximately up to 150 participants.

To provide maximum safety to the runners, a minimum of three officers will be needed to staff this run, two officers and a supervisor. The officers assigned to the event will leap frog from various intersections to assure constant traffic control at the intersections. The estimated cost to staff this event will be approximately **\$305.24**. This amount includes one hour of planning time.

Limited involvement will be needed from DPS regarding road closures, as officers can temporarily close the intersections with their patrol cars. If approved, I will coordinate with DPS to assure the necessary barricades are in place. The route is listed below.

RACE ROUTE

The runners will start on North Custer Road across from Munson Park and proceed E/B on the bike path along the River Raisin to St. Mary's Park. The runners will cross the River Raisin using the Martin Luther King footbridge and proceed to the "Riverwalk." The runners will head E/B on the "Riverwalk" to its terminus near Murray Street. The runners will head to East Front Street and head W/B to the finish line in front of the Sawyer House at 320 East Front Street.

I have no objections to this event as planned and I recommend its approval, provided that the necessary permits and insurance coverage are secured. As always, I am available for any questions, comments, or concerns you may have.

Event Coordinator: Mark Johnson Cell: 734-770-7092

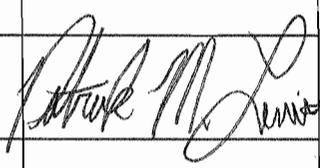
CITY OF MONROE INTERDEPARTMENT ACTIVITY FORM

ADMINISTRATIVE ACTIVITY: REVISED Request from Mark Johnson for permission to hold the first annual River Raisin Jazz 5K Run / Music Mile Fun Run on August 11, 2012 at 9:00 a.m. and close the affected street (see attached memo for route).

INITIATING DEPARTMENT: City Manager's Office

DATE: 2/6/12 **SUSPENSE:** ASAP

DEPARTMENT ROUTING:

DEPARTMENT	ACTIVITY REQUIRED	DATE RECEIVED	DATE TRANSMITTED	DEPARTMENT SIGNATURE
L. LaPointe Cc: D. Swallow	Review and Comment			
M. Hoskins	Review and Comment			
B. LaRoy	Review and Comment			
✓ P. Lewis	Review and Comment	02/07/12	02/09/12	
J. Mominee	Review and Comment			
T. Moore	Review and Comment			
E. Sell	Review and Comment			
G. Brown	Review and Comment			
C. Evans	Review and Comment			

SUMMARY: No objections to event in general. It is believed that Public Services staff will not need to be present for closure of North Custer Road at start of event, as this can be most effectively accomplished by Police presence. Public Services staff will be on-site on day of event already for Jazz Festival at time necessary to provide barricading for closure of Front Street, which is presumed to be necessary given staggered arrival times. Marginal overtime costs would be very little given other scheduled work.

Northlake Events

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The River Raisin Jazz Run and Music Mile

Saturday, August 11th, 2012 9:00 A.M. EST

Munson Park * Monroe, Michigan

5K Run

and

'The Music Mile'

(The Music Mile is for those who want to come out, be active, have fun but who may not be ready or able to do the event it is totally for fun and enjoyment, ONLY the 5K will be a timed and scored event)

SCHEDULE: Saturday, August 11th, 2012 7:00 A.M. Start Registration Check-In

9:00 A.M. - Timed 5K Run

9:15 A.M. - Music Mile Fun Run

EVENT HOST: Northlake Events

FACILITY HOST: City of Monroe Michigan

VENUE LOCATION: Munson Park, Monroe, Michigan

2770 N. Custer Road, Monroe, Michigan 48162

MAP AND

RACE DIRECTOR: Mark H. Johnson 734.770.7092; Mark@NorthlakeEvents.com

REGISTRATION POSITIVE CHECK-IN: Check-in starts at 7:00 A.M. and closes at 8:30 A.M. Positive check

COURSE: 3.1 Mile Run starting at Munson Park and following the beautiful River Raisin past the Jazz Festival waterfront and ending at the historic Sawyer House in Downtown Monroe. The Music Mile Fun Run will have Jazz Ensembles performing at the mile markers.

ONLINE REGISTRATION ENTRY: Online registration entry is preferred, encouraged, & provides immediate access for The River Raisin 5K Jazz Run here.

ENTRY FEE: ENTRY FEE* DEADLINE (Received by)**

ONLINE Entry \$25.00 Saturday, July 23, 2011, 11:59 P.M. EST

ONLINE Entry \$30.00 Friday, August 5, 2011, 11:59 A.M. EST (Noon)

RACE DAY: \$35 Race Day Entries.

NO WAIT LIST. NO TRANSFERS. NO DEFERRALS. NO REFUNDS. The River Raisin 5K Jazz Run may be delayed due to other emergency, and/or as determined by the Race Director.

T-SHIRTS: A high quality collectible River Raisin 5K Jazz Run T-Shirt is included as part of registration. Additional T-Shirts purchased at the Event for \$14.00. Do not be left out!

TIMING: Disposable race number bib timing tags and backup timing provided by Race Services Co. See [www.race](#)

RESULTS: Race Services Co, will post results during the event. Final results will be posted at [www.race](#) check [www.Northlakeevents.com](#) for e-link to the results.

PARKING: Plenty of space for car parking. No cost for car parking or to enter Munson Park.

FOOD: Plenty of free eats and non-alcoholic hydration beverages will be available at the Race for your

HOTELS: See [www.monroefirst.com](#). The Monroe County Tourism & Visitors Bureau provides addresses, phone numbers, and prices for hotels in Monroe County Michigan. Most of these hotels are within 10- to 15-miles of St. Mary's Park.

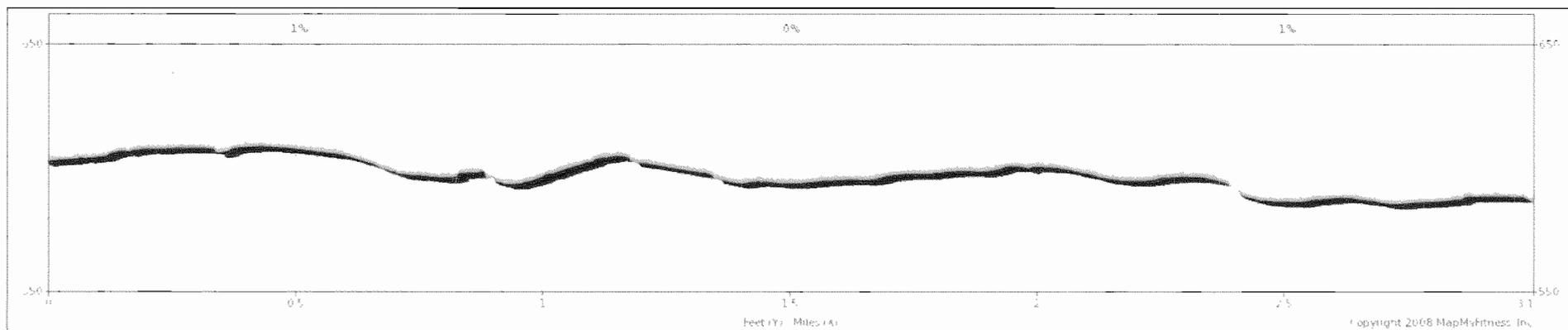
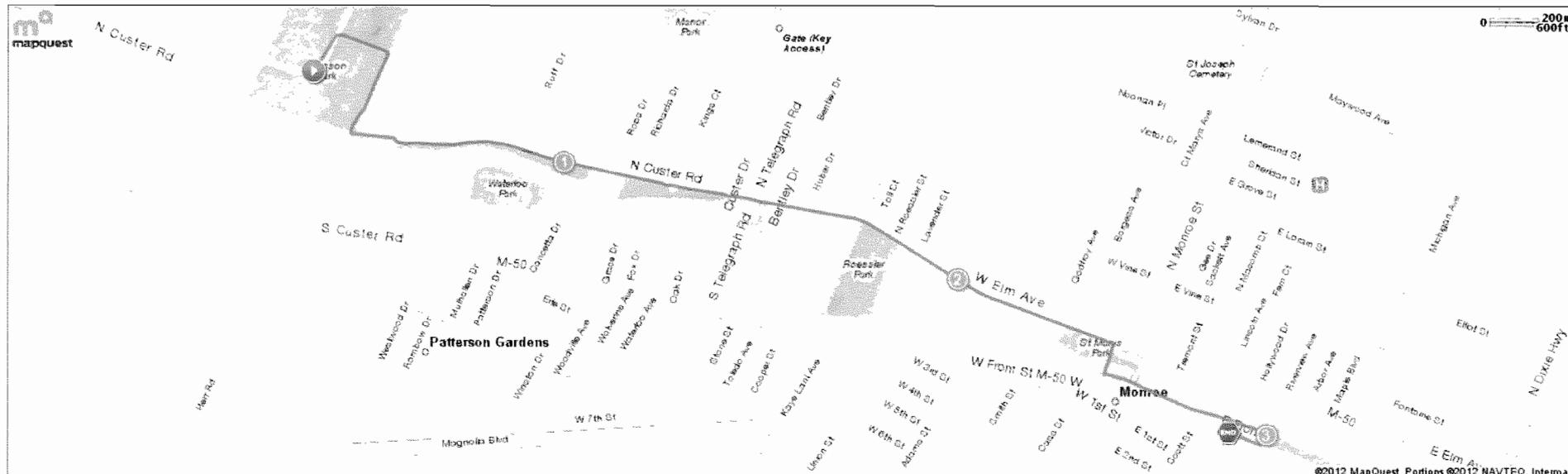
QUESTIONS: See [www.NorthlakeEvents.com](#) or E-Mail JohnsonMarkH@gmail.com

River Raisin Jazz Run

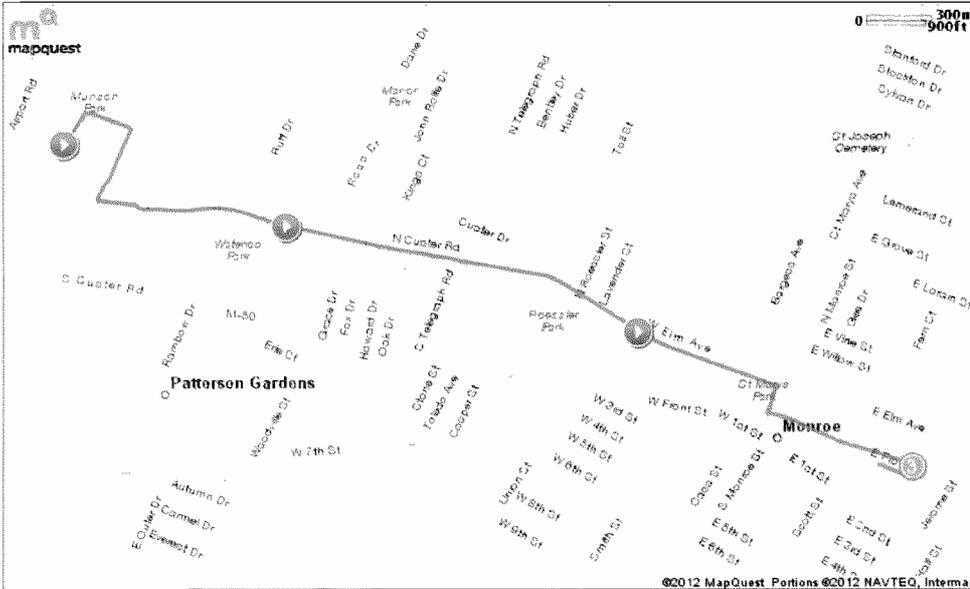
Starts In Monroe, Michigan

3.11 miles

Elevation Max **610ft** Min **577ft** Ascent **+39ft** Descent **-49ft** Max Climb **< 3%**



Description
 1st Annual River Raisin Jazz Run from Munson Park to Monroe's Historic Sawyer House. The route showcases Monroe's finest city park, follows the river trail along the meandering River Raisin past the bandstand where the 11th Annual Jazz fest will take place, crosses the river at the Martin Luther King, Jr. footbridge and follows the river behind historic Monroe businesses to finish in front of the Sawyer House



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 Find this route online at mapmyrun.com/routes/view/67299164
 Distance values on this map may differ slightly from values reported on the route engine.

Notes

AT **FOR** **NOTES**
 No notes available, please create your routes with automatic notes enabled, or manually create notes when editing your route to see notes here!

This segment shows 1.07 mi. (5,670 ft.) of your route.

Notes

AT **FOR** **NOTES**
 No notes available, please create your routes with automatic notes enabled, or manually create notes when editing your route to see notes here!

This segment shows 1.08 mi. (5,687 ft.) of your route.

Notes

AT **FOR** **NOTES**

3.12 mi.

This segment shows 1.04 mi. (5,483 ft.) of your route.