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 weeks' 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
MONDAY, MAY 6, 2013
7:30 P.M.

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PUBLIC HEARING.

79 Public hearing for the purpose of reviewing and receiving comments on the Installation of New Public Storm Sewer – Lavender Street between Calkins and Hendricks – Special Assessment Resolution Number 2 – Sewer SAD 234. There are no comments on file in writing in the Clerk-Treasurer's Office.

V. COUNCIL ACTION.

66 Postponed at the April 15, 2013 meeting.

The communication from the Building Official was presented, reporting back on bids received for the demolition of a property located at 728 East Fourth Street, and recommending that Council award the above contract in the amount of $5,900 to Universal Consolidated Enterprises and that a total of $9,900 be encumbered to include a contingency of $4,000 for any unforeseen costs associated with the demolition, and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe. It was moved by Council Member Molenda and seconded by Council Member McKart that item 66 be postponed till the next Regular Council Meeting on May 6, and that the property owner will come up with a specific plan and a time table for the repairs.

112 Communication from the Director of Economic & Community Development, submitting Proposed Ordinance No. 13-004, an Ordinance to amend Part Two, Chapter 625, Streets and Sidewalks, Article I, Obstructions in Public Areas, Section 625-1, Obstruction by articles prohibited, Sub-Section D, of The Code of the City of Monroe.

Proposed Ordinance No. 13-004, up for its first reading and recommending that the second reading and public hearing be set for Monday, May 20, 2013.

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 Regular City Council Meeting held on April 15, 2013.

B. Approval of payments to vendors in the amount of $_____.
Action: Bills be allowed and warrants drawn on the various accounts for their payment.

90 Purchase of Dell Latitude Computers and Ruggedized Keyboards.

1. Communication from the Chief of Police, submitting a request to purchase 14 Dell Latitude XT3 Laptop computers and 13 ruggedized backlit keyboards to replace the current Panasonic Tough Book units, and recommending that Council approve the bid process to be waived and that the purchase of fourteen (14) Dell Latitude XT3 laptops in the amount of $36,398.90 and thirteen (13) keyboards in the amount of $3,035 be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

91 Monroe Missionary Baptist Church – Banner Request.

1. Communication from the City Manager's Office, reporting back on a request from Monroe Missionary Baptist Church for permission to display an overhead banner across Monroe Street from June 17 – July 18, 2013 announcing the Celebration Singers concert at St. Mary's Park on July 6, 2013, and recommending approval of the request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

92 Monroe Missionary Baptist Church – Banner Request.

1. Communication from the City Manager's Office, reporting back on a request from Monroe Missionary Baptist Church to display an overhead banner across Monroe Street from August 12-19, 3013 announcing their summer festival on August 17, 2013, and recommending approval of the request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

93 Celebration Singers – Concert in the Park.

1. Communication from the City Manager's Office, reporting back on a request from Dale Perkins on behalf of the Celebration Singers for permission to hold a concert at St. Mary's Park on July 6, 2013 at 4:00 p.m., with use of the bandshell, picnic shelter, and electricity, and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waiver 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.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

94 Detroit Avenue Bridge over Mason Run Drain – Steel Plate Purchase for Repairs.

1. Communication from the Director of Engineering & Public Services, reporting back on repairs needed to the Detroit Avenue Bridge over the Mason Run Drain, and recommending that Council

award a purchase order for the purchase and delivery of steel plates in the amount of $11,900 to Salenbien Welding Service, Inc. of Dundee, Michigan and that the Finance Director be authorized to make any necessary funds transfer.

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

95 Purchase of Two (2) Ford F350 One-Ton Dump Trucks.

1. Communication from the Director of Engineering & Public Services, submitting a quote for the purchase of two (2) Ford 350 One-Ton Dump Trucks for the Public Services Department, and recommending that Council authorize the purchase of two (2) 2013 Ford F350 dump trucks in the amount of $55, 528 in total from Signature Ford of Owosso, and that the Director of Engineering & Public Services be authorized to prepare a purchase order for the above amount.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

96 The Purchase of 6 Scott Self Contained Breathing Apparatus (SCBA).

1. Communication from the Fire Chief, submitting a request to purchase 6 Scott SCBA's for use in fire suppression and chemical, biological, radiological, nuclear and explosive incidents, and recommending that Council authorize the purchase 6 Scott SCBA's from Argus-Hazco for a total amount of $33,769.50.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

97 Professional Consulting Leak Detection Survey Services Proposal for the City of Monroe Water Department.

1. Communication from the Director of Water & Wastewater Utilities, submitting a professional consulting leak detection survey services proposal for the City of Monroe Water Department, and recommending that the proposal to provide Year 6 – Leak Detection Services as part of the Water department 6-Year Preventative Maintenance Program be awarded to Aqua-Line Leak Detection Services out of Findlay, OH in the amount of $11,340 in accordance with their proposal, and further recommending that the City Manager or his designee be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

98 Purchase of New Taser Units, Digital Power Magazines (DPM) and Cartridges.

1. Communication from the Director of Public Safety, submitting a request to purchase 8 Taser X26E units along with 44 spare Digital Power Magazines (24 basic DPM / 20 extended DPM) and 24 Taser Air Cartridges, and recommending that Council approve the bid process to be waived and that the purchase of the eight (8) Taser units, the forty-four (44) digital power magazines, the twenty-four (24) Taser air Cartridges be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

99 Public Service Department Parking Lot Paving – Phase Two – Change Order.

1. Communication from the Director of Engineering & Public Services, submitting a change order for the Department of Public Services parking lot paving Phase Two, and recommending that Council award a change order to the 2012 Concrete Paving Program to G.V. Cement Contracting Co. in the amount of $59,699.75 for the paving of portions of the Department of Public Services Parking Lot, that a total of $64,000 be encumbered to include a 7% contingency, and that the Director of Engineering & Public Services be authorized to sign the change order on behalf of the City of Monroe, and further recommending that the Finance Director be authorized to make any necessary transfers for this project from the Capital Projects Fund reserves.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

100 Installation of New Public Storm Sewer – Lavender Street Between Calkins and Hendricks – Special Assessment Resolution Number 3 – Sewer SAD 234.

1. Communication from the Director of Engineering & Public Services, submitting Resolution No. 3 which is a determination of the public necessity of this project, and authorizes the Engineering Department to secure bids for the work and recommending that the attached Resolution No. 3 declaring this project to be a public necessity be adopted, and that the project be bid at the discretion of the Engineering Department.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

101 Installation of New Public Storm Sewer – Lavender street Between Calkins and Hendricks – Special Assessment Resolution Number 4 – Sewer SAD 234.

1. Communication from the Director of Engineering & Public services, submitting Resolution No. 4, which schedules the final public hearing date on the assessment roll, and recommending that the attached Resolution 4 be adopted, and that the public hearing on the assessment roll be scheduled for Monday, May 20, 2013 at 7:30 p.m. in the City Council Chambers.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

102 Special Olympics Half Marathon and Friendship Relay.

1. Communication from the City Manager's Office, submitting a request from Stacie Ourlian on behalf of the Special Olympics for permission to hold a Half Marathon and Friendship Relay on November 10, 2013 at 8:00 a.m., specifically to hold a road race from Sterling State Park through the streets of Monroe and back to Sterling State Park, and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, receipt of deposit in full of estimated costs no later than 14 days prior to event, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

103 Traffic Committee Meeting.

1. Communication from the Director of Engineering & Public Services, submitting the minutes of the Traffic Committee meeting on April 24, 2013, and recommending that the minutes be accepted and placed on file and that Traffic Control Orders 111-006, 127-004, 134-003, and 157-003 be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

104 Monroe Catholic Elementary Schools – Mile for Mary Event.

1. Communication from the City Manager's Office, submitting a request from Ms. Lee on behalf of Monroe Catholic Elementary Schools for permission to close West Elm Avenue between Monroe Street and Godfroy Avenue during the Mile for Mary event on May 14, 2013, from 9:30 a.m. – 1:00 p.m., and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime or other costs to the city, subject to emergency vehicle access being maintained, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

105 Technology Purchase for Electronic City Council Agenda Packets.

1. Communication from the Finance Director, reporting back on the purchase of tablet computers for the City Council, and recommending that Council approve the purchase of nine (9) Microsoft Surface Pro tablet computers with the accessories and software previously mentioned at a price not to exceed $11,200 with funding to come from the Information Systems Fund reserves and further approve the bid process to be bypassed.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

106 Appointments Resolution.

1. Communication from the Mayor's Office, submitting a proposed resolution for appointments to various boards, commissions and committees, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

107 Custer Airport Bay Hanger Apron Rehabilitation – MCOT Funding Contract, Construction Contract, and Consultant Contract Approvals.

1. Communication from the Director of Engineering & Public Services, submitting the MDOT Funding Contract, Construction Contract and Consultant Contract approvals for the Custer Airport Bay Hangar Apron Rehabilitation, and recommending that the attached resolution be approved, and that the City share of the costs be appropriated as detailed in the financial information detailed below, and further recommending that the City of Monroe enter into a construction contract with Florence Cement Company in the amount of $219,795 and that the Mayor or Clerk-Treasurer be authorized to execute it on behalf of the City, and further recommending that Council award a contract to Reynolds, Smith, and Hills, Inc. for construction engineering services in the amount of $24,000, and that the Director of Engineering & Public Services be authorized to execute it on behalf of the City.

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

108 Navarre Library Upgrade Bid.

1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the Navarre Library Lighting upgrade, and recommending that Council award the above contract to Phare Truth General Contractor, Inc. in the amount of $30,147.84, that a total of $40,273 be encumbered for project contingency and to provide for additional fixture replacements, and that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

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

109 Acquisition of Property Located at 1509 East Front Street for the Purposes of Public Recreation and River Raisin Habitat Restoration.

1. Communication from the Director of Economic & Community Development, submitting a request for the acquisition of property located at 1509 East Front Street for the Purposes of Public Recreation and River Raisin Habitat Restoration, and recommending that Council authorize the purchase of property located at 1509 East Front street for the agreed-upon purchase price of $89,9000, and further recommending that Council authorize the City Manager to execute the purchase agreement and all necessary documentation for acquisition of the property, with a budget not to exceed $101,900 designated in the Capital Project Fund Balance Reserve.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

110 Consider Amending the Agreement Letter with the Land Information Access Association (LIAA) for the Planning for Resilient Communities Project to Include a River Raisin Public Perception Survey.

1. Communication from the Director of Economic & Community Development, submitting a Proposed Letter of Agreement with the Land Information Access Association's (LIAA) for participation in the Planning for Resilient Communities Project to include a River Raisin Public Perception Survey, and recommending that Council authorize an amendment to the Letter of Agreement with the Land Information access Association (LIAA) for the Resilient Communities Project, to include completion of the River Raisin Perception Survey to be funded by the Monroe County Solid Waste Program Grant, and further recommending that Council authorize the Finance Director to amend the Resilient Monroe budget up to $2,000 for a total project budget not to exceed $17,000.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

111 Approval of the Sub-Recipient Grant Agreement with the Downriver Community Conference for a Revolving Loan Fund Grant for Remediation of Petroleum Contamination.

1. Communication from the Director of Economic & Community Development, submitting a Sub-Recipient Grant Agreement with the Downriver Community Conference for a revolving loan fund grant for remediation of petroleum contamination, and recommending that Council authorize the Mayor and Clerk-Treasurer to execute the American Recovery and Reinvestment Act Revolving Loan Fund Grant Sub-Recipient Agreement with the Downriver Community Conference, subject to final review and approval by the City Attorney, and further recommending that Council approve the

proposed resolution authorizing the City of Monroe Brownfield Redevelopment Authority to administer the project and execute professional services and construction contracts on behalf of the City of Monroe.

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

VII. MAYOR'S COMMENTS.

VIII. COUNCIL COMMENTS.

IX. CITY MANAGER COMMUNICATION.

X. CITIZEN COMMENTS.

XI. ADJOURNMENT.

CITY OF MONROE
BUILDING DEPARTMENT
120 East First Street
Monroe, Michigan 48161-2169
734-384-9186

Memo

To: Mayor and City Council

From: Joseph A. Lehmann, Building Official

Date: Wednesday, may 1, 2013

Re: 728 East Fourth Street Demolition Postponement and Property Restoration Agreement.

At the April 15, 2013 Council meeting it was requested by Council that a restoration agreement be put together for the structure located at 728 east Fourth Street. Attached is the agreement that was put together by City staff and was reviewed by the City Attorney. After discussion with the City Attorney and the Economic Development Director it was decided that it would be in the City's best interest to request a cash bond instead of an insurance bond. This would show that the Homeowner has the financial ability to complete the project. The agreement was picked up at the Building Department on June 28, 2013 by the homeowner.

Building Department
120 East First Street
Monroe, Michigan 48161-2169
(734) 384-9186

April 26, 2013

Anthony Corteses
924 West Elm Avenue
Monroe, MI 48162

Dear Mr. Corteses,

Attached you will find the proposed Demolition Postponement and Property Restoration Agreement. The Agreement includes Exhibit C, which outline the required tasks, completion dates and inspection requirements. Additionally, the Agreement outlines the Financial Security (bond) requirements in an amount equal to the estimated demolition costs of $9,900. The City staff and City attorney are recommending that this financial security take the form of a cash bond deposited with the City Treasurer.

Please review the proposed Agreement, Restoration Plan, and Timeline for Completion and advise the City Building Official, Mr. Joseph Lehmann, in writing if you are willing to accept the terms of the Agreement **no later than 1:00 PM on Friday, May 3, 2013**. Returning a signed Agreement by this deadline will also be interpreted as acceptance of the terms.

Sincerely,

Joseph Lehmann
Building Official

Attachment: Demolition Postponement and Property Restoration Agreement for 728 East Fourth Street

DEMOLITION POSTPONEMENT AND PROPERTY RESTORATION AGREEMENT

This Demolition Postponement and Property Restoration Agreement ("Agreement") is made and entered into this ___ day of _____, 2013 by and between Anthony Corteses ("Owner"), an individual and the City of Monroe ("City"), a municipal corporation.

RECITALS

The Owner is the owner of record and legally responsible party for the parcel of property and the associated buildings and/or structures described in Exhibit A (the "Property") generally located at 728 East Fourth Street.

The City of Monroe has adopted the International Property Maintenance Code as Chapter 525 of the Code of the City of Monroe.

The Property is the subject of an enforcement action by the City of Monroe due to lack of property maintenance and resultant deterioration of the buildings and/or structures located on the Property.

The City of Monroe Building Official has found that the buildings and/or structures located on the Property are so dilapidated and in a state of disrepair that he/she has served the Property Owner with a Demolition Orders dated August 3, 2012 and December 20, 2012 in accordance with Sections 107 and 110 of the International Property Maintenance Code, which are attached and incorporated into to this Agreement as Exhibit B.

The Owner wishes to repair and restore the Property in order to comply with the provisions of the International Property Maintenance Code and all other applicable City Codes and Ordinances, and has sought a postponement of the Demolition Order to allow time for completion of the necessary planning, design, repairs and restoration.

The City has made a determination that the buildings and/or structures located on the Property are able to be restored to condition that will comply with the International Property Maintenance Code and all other applicable City Codes and Ordinances, subject to an acceptable restoration plan and documented financial capacity of the Owner.

The City and Owner are desirous of entering into an agreement that defines the roles and responsibilities of the parties, establishes a timeline for completion of the necessary repairs and restoration, and ensures there is financial capacity on the part of the Owner to complete the necessary work.

AGREEMENT

THEREFORE, the parties agree as follows:

1. Effective Date. This Agreement shall become effective upon the execution of this Agreement by both parties, and shall be in full force and effect until such time as the completion of the restoration plan described in Section 2 below or demolition of all the buildings and/or structures on the Property and restoration of the site, and a written determination by the City Building Official that the Property is in full compliance with the International Property

Maintenance Code and all other applicable City Codes and Ordinances.

2. Restoration Plan and Timeline for Completion Prior to execution of the Agreement, the Owner shall provide a detailed restoration plan that includes at minimum a list of the necessary repairs to bring the property into compliance with International Property Maintenance Code and all other applicable City Codes and Ordinances and a timeline for completion that shall include at minimum target dates for all the necessary steps to complete the Restoration Plan including but not limited to demolition of deteriorated or unusable components, framing, exterior finishes, and interior finishes, up to and including final inspections and the issuance of a certificate of occupancy. The Restoration Plan and Timeline for Completion shall be reviewed and approved by the City and is attached and incorporated into this Agreement as Exhibit C.

3. Financial Security. Within 10-days of the Effective Date of this Agreement, the Owner shall establish financial security acceptable to the City (listed below) in an amount equal to or greater than the identified costs to complete the demolition of all the buildings and/or structures on the Property and restoration of the site as described in Exhibit B, and submit proof of such financial Security to the City Building Official. The financial security shall be a cash bond with the City Treasurer.

4. Property Taxes. The Owner shall ensure the real and personal property taxes for the Property are current and there are no delinquencies during the term of this Agreement. The City shall verify that all taxes are current prior to execution of this Agreement.

5. Owner's Consent and Obligations. The Owner shall make real and measureable progress towards completion of the Restoration Plan including obtaining all necessary building permits and inspections, adhere to the Timeline for Completion established by this Agreement, submit proof of the required Financial Security in the time specified, and maintain current Property Taxes. Further, the Owner consents to provide access to the Property with 24-hours notice for regular inspections by the City to verify compliance with the Restoration Plan and Timeline for Completion. If the Owner fails to complete any phase of the construction within the allotted time, the Owner agrees to allow the City of Monroe to use the Financial Security to demolish the structure.

6. 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 building and/or structure, and initiate the release of the Financial Security.

7. Amendments. This Agreement may be amended in writing to address unforeseen circumstances and facilitate the completion of the Restoration Plan. Neither party may amend this Agreement without the other party's written consent, which may not be unreasonably withheld.

8. Breach of Agreement. Failure of the Owner to complete the Restoration Plan, adhere to the

Timeline for Completion, submit proof of the requisite Financial Security in the time specified, or maintain current Property Taxes shall constitute a breach of this Agreement and the Property shall be subject to immediate demolition by the City in accordance with the Demolition Order.

9. Completion. Upon completion as provided below, the Owner shall no longer be bound by any provision of this Agreement, shall have no further duties or obligations hereunder or be subject to any term or condition hereunder, and shall not be liable for the breach of any provision of this Agreement. The City shall consider this Agreement completed upon occurrence of any of the following:

   (a) Completion of the approved Restoration Plan for the Property in accordance with the International Property Maintenance Code all other applicable City Codes and Ordinances, an approved compliance inspection by the City of Monroe Building Official, and proof of payment for the completed work.

   (b) Complete demolition of the buildings and structures on the property; clean up of the all resultant debris; restoration of the land including but not limited to grading, seeding and mulching; an approved compliance inspection by the City of Monroe Building Official; and proof of payment for the completed work.

10. Notices and Proof. All notices and proof required or permitted under this Agreement shall be in writing and shall be delivered personally, by courier, or sent by certified registered mail (signature requested) to the Owner or the City at the addresses listed below:

    If to Owner:

    Anthony Corteses
    924 West Elm Ave.
    Monroe, MI 48162

    If to City:

    Attn.: Building/Zoning Director
    City of Monroe
    120 E. First Street
    Monroe, MI 48161-2169

11. Waiver. Waiver by either party of any term or provision of this Agreement shall not constitute a continuing waiver nor a waiver of any further or additional rights such party may hold under this Agreement.

12. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Michigan and the Codes and Ordinances of the City of Monroe.

14. Entire Agreement. This Agreement is the complete and exclusive statement between the parties relating to the subject matter of this Agreement, and supersedes all prior

understandings, communications, or representations, either oral or written, between the parties. Any and all Exhibits referred to in this Agreement are and shall be incorporated by reference herein. This Agreement shall be deemed to be mutually drafted by the parties and may not be modified or altered except by a written instrument duly executed by the Owner and the City.

15. Assignment. Neither party may assign this Agreement without the other party's written consent, which may not be unreasonably withheld. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be relied upon by any third parties for their benefit.

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

Owner:	City of Monroe:
_____	_____
_____	George Brown
Title: _____	Title: City Manager
_____	_____
Date	Date

EXHIBIT A

PROPERTY DESCRIPTION

Parcel Number: 58-55-49-00771-000 Jurisdiction: CITY OF MONROE County: MONROE Printed on 04/25/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
HOUSING & URBAN DEVELOPME	CORTESES, ANTHONY	57,000	07/07/2005	WD	INVALID ECF STUDY	2969-0757	AFFIDAVIT	100.0
CHASE MANHATTAN MORTGAGE	HOUSING & URBAN DEVELOPME	1	12/30/2004	WD	BANK SALE	2860-0553	AFFIDAVIT	100.0
CHASE MANHATTAN MORTGAGE	CHASE MANHATTAN MORTGAGE	0	12/10/2004	IV	INVALID ECF STUDY	UNCAPPED	SELLER	100.0
BARRONTON, JAMES & JOYCE	CHASE MANHATTAN MORTGAGE	60,260	01/30/2003	IV	SHERIFF DEED	2387-0548	SELLER	0.0

Property Address

728 E FOURTH ST

Owner's Name/Address

CORTESES, ANTHONY
924 W ELM AVE
MONROE MI 48162

Taxpayer's Name/Address

CORTESES, ANTHONY
924 W ELM AVE
MONROE MI 48162

Tax Description

ISADORE NAVARRE FARM NORTH 72 FT OF LOT 88

Comments/Influences

CITY OF MONROE ORDINANCE SECTION 338-1A PROVIDES THAT RESPECTIVE OWNERS OF ALL LOTS WITHIN THE CITY

The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Monroe, County of Monroe, Michigan

Class: 401 I Zoning: R-2 (

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #: 54

2014 Est TCV 33,709 TCV/TFA: 26.88

Building Permit(s)	Date	Number	Status
RES ALTERATION	08/15/2012	PBD-13-0106	N/V
WINDOWS	11/15/2005	PBD-06-0393	N/V
FENCE	05/20/1999	PBD-99-0545	N/V

X Improved Vacant

Land Value Estimates for Land Table 00012.#12 E OF HALF ST S OF FIRST ST

Public Improvements

- Dirt Road
- Gravel Road
- X Paved Road
- X Storm Sewer
- X Sidewalk
- X Water
- X Sewer
- X Electric
- X Gas
- X Curb
- X Street Lights
- Standard Utilities
- Underground Utils.

Topography of Site

- X Level
- Rolling
- Low
- High
- X Landscaped
- Swamp
- Wooded
- Pond
- Waterfront
- Ravine
- Wetland
- Flood Plain
- X A

Who	When	What
ADM	09/12/2012	LETTER LEF
RAP	06/01/1992	INSPECTED

* Factors *

Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
'A' 43' FF	80.00	72.00	0.6890	0.7121	161	100		6,319
80 Actual Front Feet, 0.13 Total Acres					Total Est. Land Value =			6,319

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	3,160	13,690	16,850			16,850C
2013	3,160	13,690	16,850			16,850S
2012	3,160	17,510	20,670			20,670S
2011	3,940	18,100	22,040			22,040S

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

v 1.0.4835.13465

Building Type

X Single Family
Mobile Home
Town Home
Duplex
A-Frame

X Wood Frame

Building Style: 1.75-S

Yr Built 1903 | Remodeled 0

Condition for Age: Good

Room List

Basement
4 1st Floor
3 2nd Floor
2 Bedrooms

(1) Exterior

X Wood/Shingle
Aluminum/Vinyl
Brick

X Insulation

(2) Windows

X Many / Avg. / Few
X Large / Avg. / Small

Wood Sash
X Metal Sash
X Vinyl Sash
X Double Hung
X Horiz. Slide
Casement
Double Glass
Patio Doors
X Storms & Screens

(3) Roof

X Gable
Hip
Flat
Gambrel
Mansard
Shed

X Asphalt Shingle

Chimney: Vinyl

(3) Roof (cont.)

X Eavestrough
Insulation
0 Front Overhang
0 Other Overhang

(4) Interior

X Drywall / Paneled
Plaster / Wood T&G

Trim & Decoration: Ex | X Ord | Min

Size of Closets: Lg | X Ord | Small

Doors: Solid | X H.C.

(5) Floors

Kitchen: Linoleum
Other: Carpeted
Other:

(6) Ceilings

X Drywall
X Suspende

(7) Excavation

Basement: 468 S.F.
Crawl: 435 S.F.
Slab: 0 S.F.
Height to Joists: 0.0

(8) Basement

Conc. Block
Poured Conc.
Stone
Treated Wood
Concrete Floor

(9) Basement Finish

Recreation SF
Living SF
Walkout Doors
463 No Floor SF

(10) Floor Support

Joists:
Unsupported Len:
Cntr.Sup:

(11) Heating/Cooling

X Gas
Wood
Oil
Coal
Elec.
Steam

Forced Air w/o Ducts
X Forced Air w/ Ducts
Forced Hot Water
Electric Baseboard
Elec. Ceil. Radiant
Radiant (in-floor)
Electric Wall Heat
Space Heater
Wall/Floor Furnace
Forced Heat & Cool
Heat Pump
No Heating/Cooling

Central Air
Wood Furnace

(12) Electric

100 Amps Service

No./Qual. of Fixtures: Ex. | X Ord. | Min

No. of Elec. Outlets: Many | X Ave. | Few

(13) Plumbing

Average Fixture(s)
2 3 Fixture Bath
2 Fixture Bath
Softener, Auto
Softener, Manual
Solar Water Heat
No Plumbing
Extra Toilet
1 Extra Sink
2 Separate Shower
Ceramic Tile Floor
Ceramic Tile Wains
Ceramic Tub Alcove
Vent Fan

(14) Water/Sewer

1 Public Water
1 Public Sewer
Water Well
1000 Gal Septic
2000 Gal Septic

Lump Sum Items:

(15) Built-ins

Appliance Allow.
Cook Top
Dishwasher
Garbage Disposal
Bath Heater
Vent Fan
Hot Tub
Unvented Hood
Vented Hood
Intercom
Jacuzzi Tub
Jacuzzi repl.Tub
Oven
Microwave
Standard Range
Self Clean Range
Sauna
Trash Compactor
Central Vacuum
Security System

(15) Fireplaces

Interior 1 Story
Interior 2 Story
2nd/Same Stack
Two Sided
Exterior 1 Story
Exterior 2 Story
Prefab 1 Story
Prefab 2 Story
Heat Circulator
Raised Hearth
Wood Stove
Direct-Vented Ga

Class: CD
Effec. Age: 45
Floor Area: 1254
Total Base Cost: 72,594
Total Base New : 101,632
Total Depr Cost: 55,898
Estimated T.C.V: 27,390

CntyMult X 1.400
E.C.F. X 0.490

(16) Porches/Decks

Area	Type
119	WGEP (1 Story)
32	Treated Wood

(17) Garage

Year Built:
Car Capacity:
Class:
Exterior:
Brick Ven.:
Stone Ven.:
Common Wall:
Foundation:
Finished ?:
Auto. Doors:
Mech. Doors:
Area:
% Good:
Storage Area:
No Conc. Floor:

Bsmnt Garage:

Carport Area:
Roof:

Stories	Exterior	Foundation	Rate	Bsmnt-Adj	Heat-Adj	Size	Cost
1	Story Siding	Crawl Space	60.61	-9.00	0.00	435	22,450
1.75	Story Siding	Basement	86.59	0.00	0.00	468	40,524

Other Additions/Adjustments	Rate	Size	Cost
No Concrete Floor Deduction	-2.48	463	-1,148
(13) Plumbing			
3 Fixture Bath	1975.00	1	1,975
Extra Sink	395.00	1	395
Separate Shower	670.00	2	1,340
(14) Water/Sewer			
Public Water	1025.00	1	1,025
Public Sewer	1025.00	1	1,025
(16) Porches			
WGEP (1 Story), Standard	38.72	119	4,608
(16) Deck/Balcony			
Treated Wood,Standard	12.51	32	400

Notes: TWO FAMILY
Phy/Ab.Phy/Func/Econ/Comb.%Good= 55/100/100/100/55.0, Depr.Cost = 55,898
ECF (#12 E OF HALF ST S OF FIRST ST) 0.490 => TCV of Bldg: 1 = 27,390

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

EXHIBIT B

DEMOLITION ORDER AND COST ESTIMATE

CITY OF MONROE
BUILDING DEPARTMENT
120 East First Street
Monroe, Michigan 48161-2169
734-384-9186

08/03/2012

CORTESES, ANTHONY
924 W ELM AVE
MONROE, MI 48162

Re: 728 E FOURTH ST

Dear CORTESES, ANTHONY:

Notice and Order

Due to the present condition and the failure to repair the structure at 728 E FOURTH ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. **(Section 110 of the 2009 International Property Maintenance Code).**

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of August 3, 2012 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

Any person directly affected by a decision of the code official, the Building Official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 21 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars ($400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means or that the strict application of any requirement of this code would cause an undue hardship.

If you have any questions, please feel free to contact this office.

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe

CITY OF MONROE
BUILDING DEPARTMENT
120 East First Street
Monroe, Michigan 48161-2169
734-384-9186

12/20/2012

CORTESES, ANTHONY
924 W ELM AVE
MONROE, MI 48162

Re: 728 E FOURTH ST

Dear CORTESES, ANTHONY:

NOTICE AND ORDER

Due to the present condition and the failure to repair the structure at 728 E FOURTH ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. **(Section 110 of the 2009 International Property Maintenance Code).**

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of December 20, 2012and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

Any person directly affected by a decision of the code official, the Building Official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 21 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars ($400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means or that the strict application of any requirement of this code would cause an undue hardship.

If you have any questions, please feel free to contact this office.

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Bids for the Demolition of the structure located at 728 East Fourth Street.

DISCUSSION: Bids were opened on March 25, 2013 for the demolition of the structure located at 728 East Fourth Street. The three lowest bids were received from Universal Consolidated Enterprises ($5,900.00), Quality Construction of Michigan Incorporated ($6,000.00) and Ward Close and Sons Excavating ($6,750.00).

After review of the bids it is recommended that the City Council award the above contract in the amount of $5,900.00 to Universal Consolidated Enterprises and that a total of $9,900.00 be encumbered to include a contingency of $4000.00 for any unforeseen costs associated with the demolition.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 4/1/13

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Building Department

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$9,900.00
Cost of This Project Approval	$9,900.00
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Demolition Service	101-65.805-818.030	$9,900.00
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Joseph A. Lehmann, Building Official **DATE:** 3/26/13

REVIEWED BY: Joseph A. Lehmann, Building Official

COUNCIL MEETING DATE: 4/1/13

EXHIBIT C

RESTORATION PLAN AND TIMELINE FOR COMPLETION

CITY OF MONROE
BUILDING DEPARTMENT
120 East First Street
Monroe, Michigan 48161-2169
734-384-9186

Tuesday April 23, 2013

Anthony Corteses
924 West Elm Ave.
Monroe. MI 48162

Dear Mr. Corteses,

An inspection was completed on April 12, 2013 and the following is a list of requirements and time lines needed to restore the structure at 728 East Fourth Street to a habitable two family duplex.

TASK	COMPLETION DATE	Inspection
Clean yard of all debris.	5/6/2013	
Exterior landscaping overgrowth to be removed and replaced.	5/6/2013	
Clean basement and make sure it is dry for the Electrical inspector to inspect service panel.	5/6/2013	
An asbestos assessment shall be done prior to any construction and all asbestos, if found, shall be removed.	5/24/13	
Remove and replace all roof covering. The following inspections shall be required: 1. Inspect rafter condition after all roofing material and water damaged sheathing is removed. 2. Ice Guard and sheathing. 3. Final inspection of roof.	5/17/13	
Gutters and downspouts shall be installed.	5/24/13	
All deteriorated siding, soffit and trim shall be removed and replaced and existing shall be scraped and painted.	5/24/13	
The exterior entryways shall be reconstructed to meet the 2009 International Property Maintenance Code.	5/31/13	
All windows and doors shall be in good working order, without broken glass. All windows shall have screens.	5/31/13	
Door and stair assembly to basement shall be in good working and sound condition.	5/31/13	
All floor covering materials shall be removed and inspected for deteriorated sheathing. Deteriorated sheathing shall be	6/7/13	

removed and floor joists inspected prior to the replacement of the sheathing.		
All ceiling materials that show water damage shall be removed and ceiling joists need to be inspected prior to the installation of drywall.	6/7/13	
An Electrical Permit shall be obtained and the electrical system shall be brought into compliance with the 2009 International Property Maintenance Code.	6/14/13	
A Mechanical Permit shall be obtained and the furnace and water heater shall be brought into compliance with the 2009 International Property Maintenance Code.	6/14/13	
Shall supply heat to upstairs bedroom.	6/14/13	
A Plumbing Permit shall be obtained and the plumbing system shall be brought into compliance with the 2009 International Property Maintenance Code.	6/14/13	
All holes in plaster and drywall shall be repaired in a workmanlike manner.	7/5/13	
Stairway to second floor shall comply with the 2009 International Property Maintenance Code.	7/5/13	
All kitchen and restroom cabinets and fixtures shall be clean, sanitary and operational.	7/5/13	
Completion of the project and Final Building Department approvals.	7/15/13	

A Building permit shall be pulled for all carpentry work performed including all drywall, framing, sheathing and roof replacement work.

All permits shall be pulled by licensed contractors.

If you fail to complete any phase of the construction within the allotted time you agree to allow the City of Monroe to use the performance bond to demolish the structure.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Purchase of Dell Latitude computers and Ruggedized Keyboards

DISCUSSION: The Monroe City Police Department is requesting the purchase of 14 Dell Latitude XT3 Laptop computers and 13 ruggedized backlit keyboards to replace the current Panasonic Tough Book units used in the Police patrol cars. It is the recommendation of the Monroe County IT department that we purchase this particular computer. This computer has been in use in the Monroe County Sheriff's Patrol Cars for more than two years now, with the problems essentially vetted. The maintenance agreement included in the price of each unit includes: Next business day onsite service, Dell limited warranty plus service, Extended years (4 years beyond the initial 1st year), Accidental Damage Protection 5 years and Accidental Damage service. Dell will replace a damaged unit, no questions asked. They are easily upgraded to keep up with the everchanging technologies, and they will not have the expensive repairs associated with the Toughbooks we are currently using. The Dell units will require a seperate Ruggedized Backlit Keyboard. The price of each Dell Laptop, coupled with the price of the Keyboard is approximately 55% of the price of the Toughbooks. The quote per unit (Laptop) is $2,386.35. The price range of the iKey Ruggedized Backlit Keyboard run anywhere between $300.00 to $500.00, however we have found a compatible keyboard (The BLT Series-82 Key Backlit Illuminated Keyboard with Touchpad) quoted at $230.00. We have purchased one Keyboard and found that it is an acceptable substitute for the iKey. The useful lifespan of the Ruggedized keyboards could possibly surpass the 5 year lifespan of the Dell Laptops and even be used for the next generation of Laptops. The total of the price quotes for the 14 Laptops and the 13 keyboards is $36,398.90. The purchase will be made by the Information Systems Fund and the cost will be charged back to the Police Department budget over a seven (7) year period.

It is recommended that the Mayor and City Council approve the bid process to be waived and that the purchase of fourteen (14) Dell Latitude XT3 laptops in the amount of $36,398.90 and thirteen (13) keyboards in the amount of $3,035 be approved.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☒For ☐Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

	Account Number	Amount
City	636-30.915-977.000	$36,433.90
		$
		$
		$
		$
Other Funds		$
		$
		$
		$

Budget Approval: _____

FACT SHEET PREPARED BY: Police Chief Thomas Moore **DATE:** 04/29/13

REVIEWED BY: _____ **DATE:** 4-30-13

COUNCIL MEETING DATE:

QUOTE

ISLAND TECH SERVICES (ITS)

PO Box 88, Brookhaven, NY 11719
Phone: 631-447-2442 Fax: 631-447-2514
www.islandtechservices.com

Number ITSQ6085

Date Feb 18, 2013

Sold To	Ship To
Monroe Police Department_MI Mike Brooks 100 E 2nd St Monroe, MI 48161 United States **Phone** **Fax**	**Monroe Police Department_MI** Mike Brooks 100 E 2nd St Monroe, MI 48161 United States **Phone** **Fax**

Salesperson	P.O. Number	Contract Number	Ship Via	Terms
eharrow				

Qty	Part #	Description	Unit Price	Ext. Price
13	KBA-BLT-5RBUVS	BLT Series - 82 Key Backlit Illuminated Keyboard with Touchpad	$230.00	$2,990.00

To accept proposal please sign bottom and fax to 631-447-2514. Please remember to reference a PO on your quote.

SubTotal	$2,990.00
Tax	$0.00
Shipping	$45.00
Total	**$3,035.00**

Signature:_____

WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

City PD

DELL

QUOTATION

2-28-13

QUOTE #: 646281623
Customer #: 9874936
Contract #: 45ABZ
CustomerAgreement #: 090701.02
Quote Date: 2/28/13
Customer Name: CITY OF MONROE

Date: 2/28/13 9:17:38 AM

TOTAL QUOTE AMOUNT:	$2,386.35		
Product Subtotal:	$2,386.35		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $2,386.35	GROUP TOTAL: $2,386.35

Base Unit:	Dell Latitude XT3 (225-0947)
Processor:	Intel Core i5-2520M, 2.50GHz, 3MB Cache, Dell Latitude E6X20 (317-5994)
Memory:	4.0GB, DDR3-1333MHz SDRAM, 1 DIMM, Dell Latitude (317-4722)
Keyboard:	Internal English Dual Point Backlit Keyboard for Windows 8, Latitude E (331-9776)
Keyboard:	Documentation (English), Dell Latitude 6430U (332-0472)
Keyboard:	Tech Setup Guide, English, Dell Latitude XT3 (331-2323)
Video Card:	Intel HD Graphics 3000, Dell Latitude XT3 (320-2392)
Hard Drive:	320GB Hard Drive 7200RPM, Dell Latitude E (342-2546)
Hard Drive:	Hard Drive Assembly, Dell Latitude XT3 (318-1205)
Hard Drive Controller:	FingerPrint Reader, Dell Latitude XT3 (318-1031)
Floppy Disk Drive:	13.3 HD(1366x768) Wide View with Prem Panel Guar w/out Camera/MIC, Dell Latitude XT3 (318-0749)
Floppy Disk Drive:	Stylus with Tip, Dell Latitude E (331-2322)
Operating System:	Windows 7 Professional, 64-bit, with Media, Latitude, English (421-8068)
Operating System:	Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)
TBU:	US - 3 foot Flat Power Cord, Dell Latitude (330-4016)
TBU:	90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)
TBU:	Regulatory Label, Dell Latitude XT3 (331-3098)
TBU:	CTO Label, 90W AC Adapter, Dell Latitude XT3 (331-3787)
CD-ROM or DVD-ROM Drive:	No Optical Drive, Dell Latitude E6220/XT3 (318-1027)
Processor Cable:	Intel WiFi Link 6205 (802.11a/g/n 2X2) 1/2 MiniCard for VPRO Latitude E/Mobile Precision (430-3961)
Documentation Diskette:	No Intel vPro Technology Advanced Management Features, Dell Latitude XT3 (331-2328)
Bundled Software:	No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)
Feature	6-Cell (44WH) Primary Lithium Ion Battery, Dell Latitude XT3 (312-1223)
Service:	Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 4 Year Extended (929-6264)
Service:	Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (957-7150)
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (936-7758)
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (932-6867)
Service:	Dell ProSupport Service Offering Declined (991-2878)
Support:	Accidental Damage Protection, 5 Year (929-6394)
Support:	Accidental Damage Service (988-7689)

Misc:	Energy Star Enabled/E-PEAT/Silver, Dell Latitude XT3 (331-2327)
Misc:	Intel Core i5 Processor (331-1633)

SALES REP:	Bradley Hale	PHONE:	1800-274-3355
Email Address:	bradley_hale@dell.com	Phone Ext:	513-9115

Please review this quote carefully. You may order online by signing into Premier at www.premier.dell.com. Click on the eQuotes link. To order without Premier, go to www.dell.com/qto.

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REQUEST FROM MONROE MISSIONARY BAPTIST CHURCH FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM JUNE 17 – JULY 8, 2013

DISCUSSION: The City received a request from Monroe Missionary Baptist Church for permission to display an overhead banner. Specifically the request is to display a banner across Monroe Street from June 17 – July 18, 2013 announcing the Celebration Singers concert at St. Mary's Park on July 6, 2013.

The request has been sent to the various departments for their review and there were no objections. After Council approval, advance notification will be sent to MDOT.

Applicant should be aware that the City's Banner Policy is being reviewed, and while their present request will be recommended for approval, there is no guarantee for future years.

Manager: The City Manager recommends approval of the request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☐For ☐Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

	Account Number	Amount
City		$
		$
		$
		$
		$
Other Funds		$
		$
		$
		$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 4/25/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 5/6/13

CITY OF MONROE, MICHIGAN
BANNER APPLICATION

Name of Applicant Roy Southerland

Name of Organization Monroe Missionary Baptist Church

Applicant's Affiliation with Organization Pastor

Applicant's Home Address 15175 Oak Valley Ln. Monroe, MI. 48161

Mailing Address (if different) 14260 S. Dixie Highway Monroe, MI. 48161

Day Phone (734) 241-6860 Evening Phone 734-770-8799

Type of Banner o ***Overhead Banner ($150)***

Overhead Banner Locations: (List as 1 for first choice, 2 for second...)

_____ E. Front St. Dates Requested June 17 - July 8

_____ W. First St.

✓ Monroe St.

Type of Banner o ***Vertical Pole Banner ($25/banner)***

Vertical Pole Banner Locations: (List the total number of banners to be displayed and choice of placement location.) Dates Requested _____

No. of Banners: _____ Monroe St. (42) o Spring (March-May)

____ Elm St. (8) o Summer (June-Aug.)

____ First St. (8) o Fall (Sept.-Nov.)

____ Macomb St. (8) o Winter (Dec.-Feb.)

Company Fabricating Banners: _____

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

On behalf of the organization listed above, I, as applicant, hereby acknowledge receipt of the Banner Policy of the City of Monroe.

Applicant covenants and agrees to hold harmless from, indemnify and defend the City, its agents, officers and employees against all suits, demands, claims, judgments, liens, cost of repair or replacement of any damaged poles or electrical equipment, costs, attorney fees and expenses which may arise out of, result from or be caused by Applicant's banner installation.

Applicant covenants and agrees to strictly comply with all terms and conditions of the Banner Policy, and further understands and agrees that the City Council, in its sole and absolute discretion, may approve, deny or set any conditions or limitations on any banner(s) which may be approved, or may at any time alter, amend, modify, rescind or revoke any approval, all without recourse or remedy by the Applicant, or liability of the City.

Applicant Roy Southerland Date 4-10-14

Concert in St. Mary's Park

Saturday July 6th, 6:00 P.M.

Celebration Singers

from Atlanta, Texas

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REQUEST FROM MONROE MISSIONARY BAPTIST CHURCH FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM AUGUST 12-19, 2013

DISCUSSION: The City received a request from Monroe Missionary Baptist Church for permission to display an overhead banner. Specifically the request is to display a banner across Monroe Street from August 12-19, 2013 announcing their summer festival on August 17, 2013.

The request has been sent to the various departments for their review and there were no objections. After Council approval, advance notification will be sent to MDOT.

Applicant should be aware that the City's Banner Policy is being reviewed, and while their present request will be recommended for approval, there is no guarantee for future years.

Manager: The City Manager recommends approval of the request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☐For ☐Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City	Account Number	Amount
		$
		$
		$
		$
		$
Other Funds		$
		$
		$
		$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 4/25/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 5/6/13

CITY OF MONROE, MICHIGAN
BANNER APPLICATION

Name of Applicant Roy Southerland

Name of Organization Monroe Missionary Baptist Church

Applicant's Affiliation with Organization Pastor

Applicant's Home Address 15175 Oak Valley Ln. Monroe, MI 48161

Mailing Address (if different) 14260 S. Dixie Highway Monroe, MI. 48161

Day Phone (734) 241-6860 Evening Phone 734-770-8779

241-6860

Type of Banner o ***Overhead Banner ($150)***

Overhead Banner Locations: (List as 1 for first choice, 2 for second...)

_____ E. Front St. Dates Requested August 12-19, 2013

_____ W. First St.

✓ Monroe St.

Type of Banner o ***Vertical Pole Banner ($25/banner)***

Vertical Pole Banner Locations: (List the total number of banners to be displayed and choice of placement location.) Dates Requested _____

No. of Banners: _____ Monroe St. (42)

____ Elm St. (8)

____ First St. (8)

____ Macomb St. (8)

o Spring (March-May)

● Summer (June-Aug.)

o Fall (Sept.-Nov.)

o Winter (Dec.-Feb.)

Company Fabricating Banners: _____

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

On behalf of the organization listed above, I, as applicant, hereby acknowledge receipt of the Banner Policy of the City of Monroe.

Applicant covenants and agrees to hold harmless from, indemnify and defend the City, its agents, officers and employees against all suits, demands, claims, judgments, liens, cost of repair or replacement of any damaged poles or electrical equipment, costs, attorney fees and expenses which may arise out of, result from or be caused by Applicant's banner installation.

Applicant covenants and agrees to strictly comply with all terms and conditions of the Banner Policy, and further understands and agrees that the City Council, in its sole and absolute discretion, may approve, deny or set any conditions or limitations on any banner(s) which may be approved, or may at any time alter, amend, modify, rescind or revoke any approval, all without recourse or remedy by the Applicant, or liability of the City.

Applicant Roy Southerland Date 4-10-13

SUMMER FESTIVAL **SAT** AUG 26 **9-4**

734-241-6860 **FREE**

MONROE MISSIONARY BAPTIST CHURCH 14360 S. DIXIE HWY

AUG 17

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REQUEST FROM DALE PERKINS ON BEHALF OF THE CELEBRATION SINGERS FOR PERMISSION TO HOLD A CONCERT AT ST. MARY'S PARK ON JULY 6, 2013

DISCUSSION: The City received a request from Dale Perkins on behalf of the Celebration Singers for permission to hold a concert at St. Mary's Park on July 6, 2013 at 4:00 p.m. Specifically the request is to hold a free concert featuring Christian and country music, use of the band shell and picnic shelter, and electricity.

The Celebration Singers are from Atlanta, Texas and its members are students in grades 8-12. They are members of the First Baptist Church and tour the country performing at various cities, venues, etc. The concert will be a family/church oriented event and the public is invited to attend.

The request was reviewed by the administrative staff and there were no objections subject to special event application, insurance certificate naming the city as an additional insured, and **receipt of deposit in full of estimated costs no later than 14 days prior to event.**

The Police Department has no objections to the event and there is no need for police presence at this event. The Squads will be informed of the event so they can make periodic checks and walk-throughs of St. Mary's Park.

The Department of Engineering and Public Services has no objections to this event and it does not require any assistance from DPS.

The Recreation Department has reviewed the request and has no objections to the event. The applicant should follow guidelines set by the Department for events and has been given a set of the Park Rules and Regulations.

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers 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:** 4/26/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 5/6/13

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

Name of Applicant (Organization): Celebration Singers

Contact Person: Dale Perkins II

Address: P.O. Box 1089 Atlanta, Tx 75551

Phone: (903) 244-2294 **Fax:** (903) 796-1121

Dates Requested: July 6, 2013

Location Requested: ☑ City Park ☐ Private Property ☐ Public Property

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

PROPERTY OWNER INFORMATION

Name: City of Monroe

Address:

Phone: **Fax:**

EVENT DESCRIPTION:

Concert - God and Country - Choreographed program with Students 8-12 grade

* Time of concert: 4:00 p.m.

TYPE OF BUSINESS ON SITE:

Application Fee	$ 150.00
$20.00 wk	$
Total Fee	$

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

OWNER: Dale Perkins II **DATE:** 4-4-13

RECEIVED

APPLICANT: Same **DATE:** APR - 9 2013

CITY MANAGER'S OFFICE

First Baptist Church
Atlanta, Texas

1875 – 2013
138 years of serving Atlanta with love

Wesley A. Mills, Senior Pastor
Wes Chambers, Associate Pastor/Education
Dale Perkins, II, Music Minister
Rex Henderson, Interim Youth Pastor
Gary Davis, Administrator/Discipleship Ministry
Lindsey Boston, Director of Children's Choirs
Email: info@atlantafbc.org

corner of Hiram & Mill Streets
P.O. Box 1089/306 Baker Street
Atlanta, TX 75551
(903) 796-7925
fax (903) 796-1121
Family Life Center (903) 796-5587
Website: http://www.atlantafbc.org

April 3, 2013

City of Monroe
Attn: Building Department
120 E 1st St.
Monroe, MI 48161-2169

To Whom It May Concern:

The enclosed payment is for the special events use of St. Mary's Park by the Celebration Singers of First Baptist Church, Atlanta, Texas, on July 6, 2013. The necessary forms were completed and submitted in person on April 3, 2013, by Dale Perkins, Music Minister.

If you have any questions or concerns, feel free to contact me or Dale at the number listed above.

Blessings,

MWommack

Melinda Wommack
Finance/Women's Ministry
mwommack@atlantafbc.org

Enc.

RECEIVED
APR 09 2013
BUILDING DEPARTMENT
City of Monroe Mich

Celebration Singers

Dale Perkins, II
Director

P.O. Box 1089
306 Baker Street (Office)
Atlanta, TX 75551
Phone: 903-244-2294
Fax: 903-796-1121
E-mail: dperkinsll@hotmail.com
Website: celebrationsingersatlantatx.webs.com

Join Us
In Musical
Praise!

City of Monroe
120 E. First Street
Monroe, MI 48161-2169
(734) 384-9186

Building Department

Invoice For Permit: PBD-13-0581
Date: 04/09/2013

Pay by Account In Full

Pay by Account In Full

$ 150.00

CELEBRATION SINGERS
PO BOX 1089
Atlanta TX 75551

Invoice Number	Permit Number	Address	Amount Due
00038529	PBD-13-0581	103 W ELM AVE	$ 150.00

Fee Details:	Quantity	Description	Balance
	1.00	Special Event	$ 150.00

Total Amount Due $ 150.00

City of Monroe
Treasurer's Office
120 E. First Street
Monroe, MI 48161
Phone : (734) 243-0700

Received From:
FIRST BAPTIST CHURCH INC
PO BOX 1089
Atlanta TX 75551

Date: 04/09/2013
Time: 9:33:11 AM
Receipt: 472108
Cashier: cvoggenreiter
Workstation: STN1
Drawer: 1

ITEM REFERENCE	AMOUNT
BDINV Building Dept. Inv 00038529	$150.00
TOTAL	$150.00
CHECKS 1037	$150.00
Total Tendered:	$150.00
Change:	$0.00

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: DETROIT AVENUE BRIDGE OVER MASON RUN DRAIN – STEEL PLATE PURCHASE FOR REPAIRS

DISCUSSION: On April 10, Department of Engineering and Public Services responded to what was believed to be a fairly routine request to address a hole in the pavement on the northbound lane of Detroit Avenue crossing over the Mason Run Drain. However, upon reviewing the location, the situation was determined to be much more serious, requiring a complete closure of the roadway as a precautionary measure. While the hole itself is not particularly large at this time, it is over the east edge of the original roadway bridge that was apparently placed in 1929 when Detroit Avenue was first extended southward from Mill Street at a width of 18 feet. Public Services staff performed an immediate cursory visual inspection, including underneath the structure as much as safely possible, and as a result of uncertainty over the condition and observation of significant vibrations under traffic, the roadway was closed. A proposal from The Mannik and Smith Group of Frenchtown Township to inspect the structure and provide repair and / or replacement options was awarded by the City Council on April 15, in an amount of up to $5,933, including the potential application for a permit through the Michigan Department of Environmental Quality (MDEQ) if needed. It should be noted that since this structure has a span of less than twenty (20) feet in length, it is not considered a bridge and is not subject to inspections every two (2) years.

The Mannik and Smith Group completed their inspection and cost estimation activities very swiftly, and prepared a brief summary report (transmitted via email and attached to this fact sheet) on April 19 including photos, construction detail drawings, and probable cost estimate for two (2) different repair options. While both are reasonable and could be undertaken in relatively short order, it is the preference of staff to proceed with Option #1 (steel plating), even though load limits would be required, and this is primarily driven by three (3) factors. First, while there is an incremental cost to install steel plating above and beyond the subsequent replacement of the bridge, installation costs are relatively minor, and the plates would be available for Departmental use in the future. Second, the lead time required for plating would be very minor, limited only to the delivery of the plates to the site, as opposed to the delay of waiting for an MDEQ permit, then demolishing the structure and placing the culverts, all of which would be subject to rain and the subsequent drain elevation conditions. Third, a Drain Board of Determination held on April 16 found for the necessity of a project within the Mason Run Drain, though most testimony forming the basis of this necessity was centered on the sections of the drain in Raisinville Township. While the overall cleanout project has not been formally scoped by the Drain Commissioner's office, they have indicated a willingness to undertake work on segments of the drain within the City where needs exist. In such a fashion, the permanent replacement of the bridge could also be done under that project (likely in 2014), and since they are exempt from MDEQ permit requirements on petitioned drain cleanouts and the costs can be spread over multiple years at the option of the City, there is the potential for significant cost savings to us on both fronts by waiting for the permanent replacement.

To commence this work as soon as possible, the Finance Department solicited bids for three (3) 1-inch thick by 10 feet wide by 20 feet long steel plates, and bids were opened on Monday, April 29, 2013. There were three (3) bidders, and a bid tabulation is attached for your review. The Public Services staff is planning to perform the installation work and purchase any incidental materials needed, so the estimated costs for these items have also been included in the financial detail in this fact sheet. Labor costs will be charged to the Major Street Fund through the normal expenditure credit process, and funds are presently available in the Major Street Fund under surface maintenance that can be transferred for this purpose.

IT IS RECOMMENDED that the City Council award a purchase order for the purchase and delivery of steel plates in the amount of $11,900.00 to Salenbien Welding Service, Inc. of Dundee, Michigan and that the Finance Director be authorized to make any necessary funds transfer.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 6, 2013

REASON FOR DEADLINE: The roadway will remain closed until the inspection and any necessary remediation is completed.

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, travelling public, adjacent businesses

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$*
Cost of This Project Approval	$16,900**
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Total project cost, including eventual permanent replacement of bridge structure is as of yet undetermined, though likely to be significantly less than $100,000 in total.

**Includes this $11,900 award, plus the allocations for staff activities and other incidental materials.

SOURCE OF FUNDS:

City	Account Number	Amount
General Contractual	202-60.473-818.020	$11,900*
Force Labor Construction	202-60.473-825.010	$2,000*
Repair & Main. Supplies	202-60.473-775.000	$2,000*
Equipment Rental	202-60.473-943.000	$1,000*

Other Funds

*Requires transfer from 202-60.464-818.020 (Major Street Surface Maintenance Contractual)

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/29/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 6, 2013

BIDS RECEIVED LIST FOR STEEL PLATES FOR THE PUBLIC SERVICES DEPARTMENT. BID REQUESTS DISTRIBUTED 4/22/2013.

BIDS DUE MONDAY, APRIL 29, 2013.

NAME	BID AMOUNT
Salenbien Welding Service, Inc. Dundee, MI	$11,900.00
Jensen Bridge & Supply Company Sandusky, MI	$17,102.67
Diversified Tube, LLC Detroit, MI	$14,384.53

Lewis, Patrick

From: Christopher Zangara [CZangara@manniksmithgroup.com]
Sent: Friday, April 19, 2013 4:22 PM
To: Lewis, Patrick
Cc: Barry Buschmann; Matthew Mikolajczyk
Subject: Detroit Avenue
Attachments: MONR0030.Option1.CostEst.pdf; MONR0030.Option2.CostEst.pdf; MONR0030.Photo page.CMZ.041913.pdf; MONR0030_Exhibit.Option2.pdf; MONR0030_Exhibit.Option1.pdf; Christopher Zangara.vcf

Hey Pat,

As we discussed yesterday from our field review we have determined that the existing structure carrying Detroit Avenue over Mason Run Drain consists of a short span bridge with concrete encased steel rail (50#/yard) spaced at 6" center to center supported by concrete abutments. Both ends of the bridge have been enclosed by a concrete headwall with twin 48" concrete culvert pipes protruding. The condition overall of the structure is fair to poor. The bottom side of the superstructure has extensive rust staining and deterioration. Concrete appears to have spalled off the bottom entirely. The hole through the deck was likely caused by differential movement between adjacent embedded rails causing cracking and crushing of the concrete over time. No reinforcing steel or mesh was observed between the rails.

We understand that there is a desire to open the road to thru traffic by providing a temporary short term fix. We have two leading alternatives that would accomplish this. They are:

Option 1: Install steel plate over the entire bridge surface and anchor to the adjacent roadway by epoxy anchoring. This solution would allow the roadway to be re-opened. However, vehicles using the roadway and crossing the bridge should be limited to an axle load of approximately 3.8 tons. This would generally be car traffic and very light truck traffic. We assumed that only one axle is present on the bridge for the analysis. Therefore posting the bridge would be necessary. We can obtain the plate through a local welding shop (Salenbein Welding) out of Dundee. I spoke with George to obtain quotes. I also talked with Leon Salenbein who is performing work down the road that may be able to assist with the installation unless you were planning to utilize city forces. The cost estimate included the cost of a welder on site to provide lifting lugs or loop, and anchor plates for the studs. Cold patch would be applied at each end to provide a somewhat smooth transition. Take a look at the attached Option 1 Exhibit. The cost for this option was estimated to be $16,230.00. See attached cost estimate.

This option could also be modified to include installation of shoring inside the culvert. However the difficulty level would be fairly high as only small hand tools and small material could be utilized. We had envisioned possible shoring installation to split the span in two which would increase the load carrying capability. Steel plates would still be necessary. Posting would still be necessary. We did not run the design numbers on this so we do not have a hard estimate, but estimate that the cost of adding the shoring would drive the cost of option 1 much closer to option 2 below or slightly higher. If you like we could explore what would be required for shoring and provide a cost.

Option 2: Remove the existing superstructure and install new corrugated plastic pipe (Dual wall N12), create a positive connection between existing and new pipes, backfill and provide an HMA surface. See attached Option 2 Exhibit. This option eliminates the need for posting, and truck traffic could safely cross the drain. However, because work would be performed below the OHWM within Mason Run Drain an MDEQ permit will be required. An approved permit could take several weeks to obtain. The cost for this option was estimated to be $27,861.00. See attached cost estimate.

Photos of the site are also attached.

Let us know if you wish to pursue one of these options or something else. We are ready to assist in any way we can.

Thanks
Chris

Christopher M. Zangara, P.E.
Civil / Municipal Engineering Manager
The Mannik & Smith Group, Inc.
1771 North Dixie Highway
Monroe, Michigan 48162
(734) 289-2200 (Office)
(734) 693-3669 (Cell)

Engineer's Opinion of Costs

Project Number: MONR0030 - Detroit Ave. over Mason Run Drain
Estimate Number: 1. Plate Option
Project Type: Bridge Rehabilitation
Location: Monroe, MI

Project Engineer: Matthew T. Mikolajczyk, P.E.
Date Created: 4/19/2013
Fed/State #:
Fed Item:
Control Section:

Description: Option #1

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Category: 0000						
0001	1500001	Mobilization, Max. ____ 10% max	1.000	LS	$1,500.00	$1,500.00
0002	5010025	Hand Patching	1.000	Ton	$250.00	$250.00
0003	7070061	Structural Steel, Plate, Furn and Fab	200.000	Lb	$0.60	$120.00
0004	7077050	_ 1"x10'x20' Steel Plates	3.000	Ea	$4,200.00	$12,600.00
0005	7077051	_ Structural Steel, Plate, Erect/Weld	1.000	LS	$1,400.00	$1,400.00
0006	7120034	Adhesive Anchoring of Vertical Bar, 3/4 inch	24.000	Ea	$15.00	$360.00

Category 0000 Total: $16,230.00

Estimate Total: $16,230.00

Engineer's Opinion of Costs

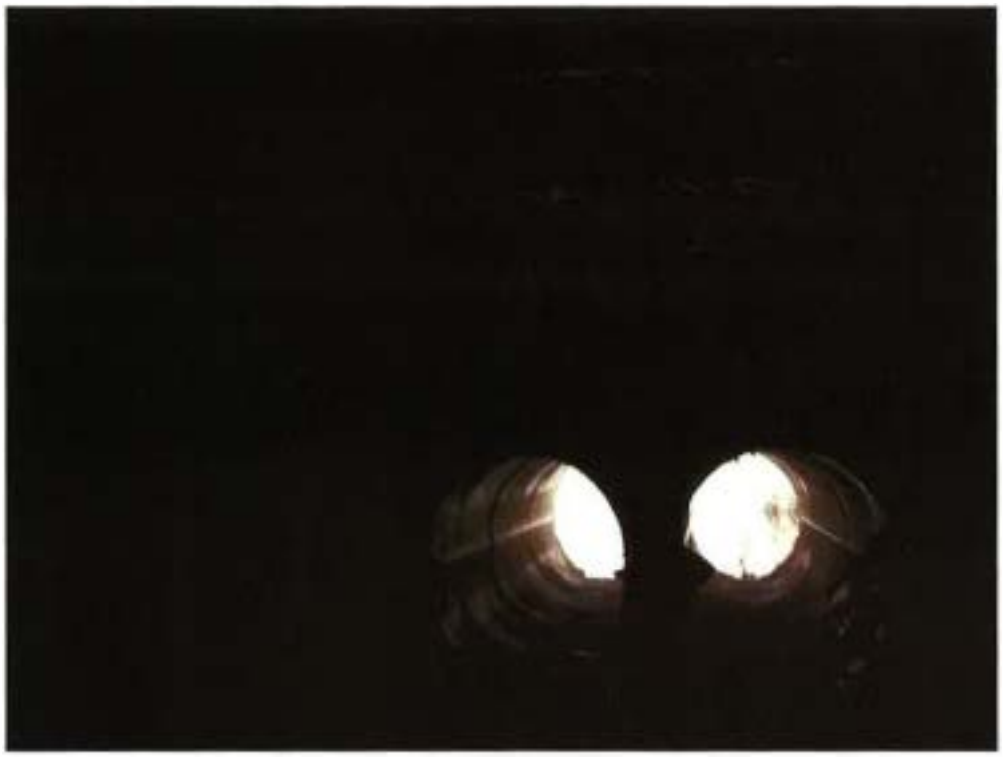
Project Number: MONR0030 - Detroit Ave. over Mason Run Drain
Estimate Number: 2. Culvert Placement
Project Type: Bridge Rehabilitation
Location: Monroe, MI

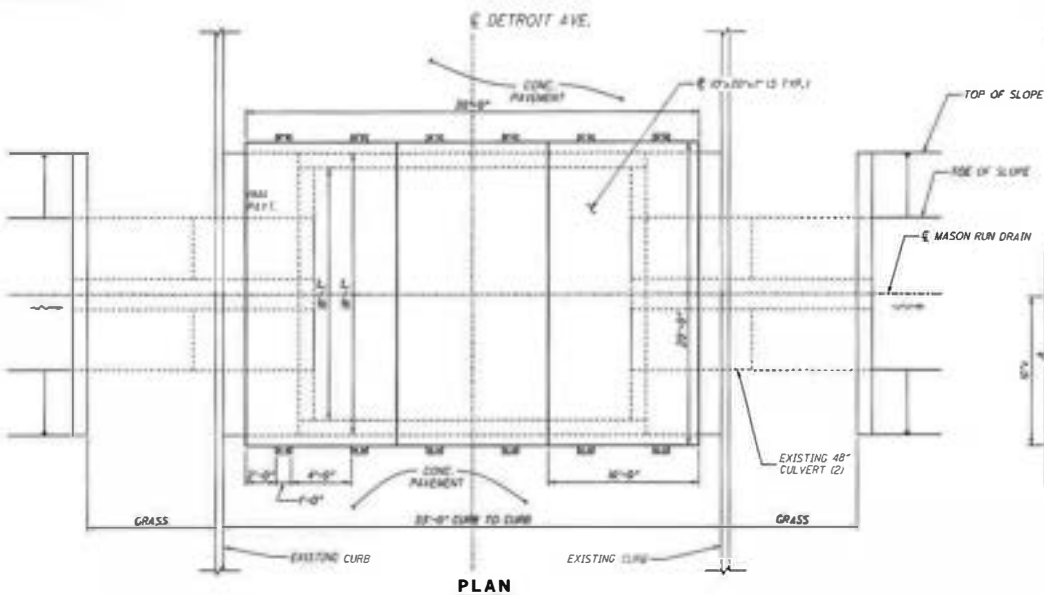
Project Engineer: Matthew T. Mikolajczyk, P.E.
Date Created: 4/19/2013
Fed/State #:
Fed Item:
Control Section:

Description: Option 2

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Category: 0000						
0001	1500001	Mobilization, Max. ____ 10%	1.000	LS	$2,300.00	$2,300.00
0002	2040061	Structures, Rem Portions	1.000	LS	$15,400.00	$15,400.00
0003	2050015	Excavation, Channel	21.000	Cyd	$11.00	$231.00
0004	2060002	Backfill,Structure, CIP	81.000	Cyd	$18.00	$1,458.00
0005	3010002	Subbase, CIP	21.000	Cyd	$22.00	$462.00
0006	4010138	Culv, Cl A, 48 inch CPP, Furn, Fab and Install	80.000	Ft	$72.00	$5,760.00
0007	5010032	HMA, 4C	15.000	Ton	$150.00	$2,250.00
					Category 0000 Total:	**$27,861.00**

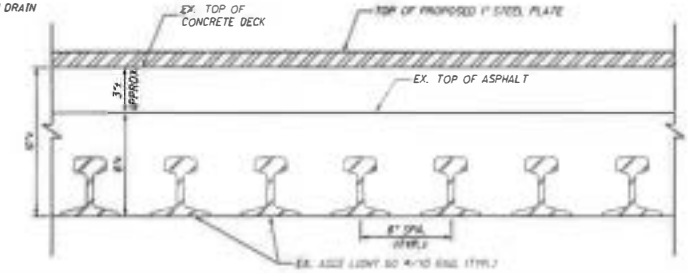
Estimate Total: $27,861.00





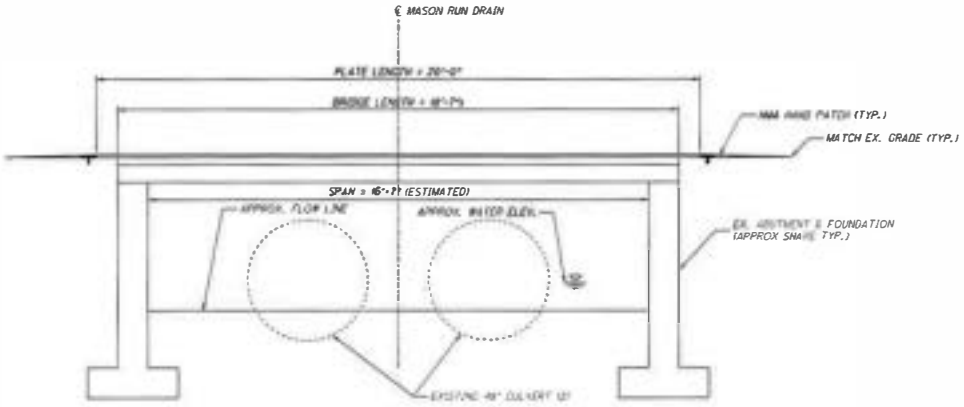
PLAN

SCALE: 1/4" = 1'



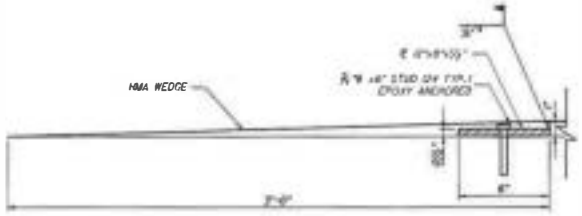
PARTIAL DECK SECTION

SCALE: 3" = 1'



CROSS SECTION

SCALE: 1/2" = 1'



WEDGE DETAIL

SCALE: 3" = 1'

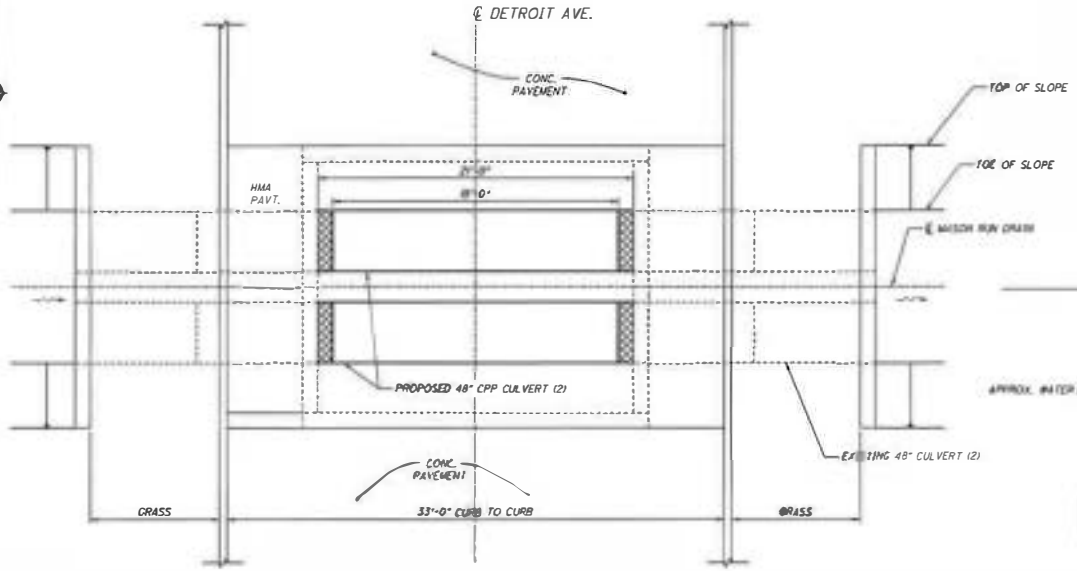
CLIENT
CITY OF MONROE

PROJECT
DETROIT AVE. OVER MASON RUN DRAIN

OPTION 1

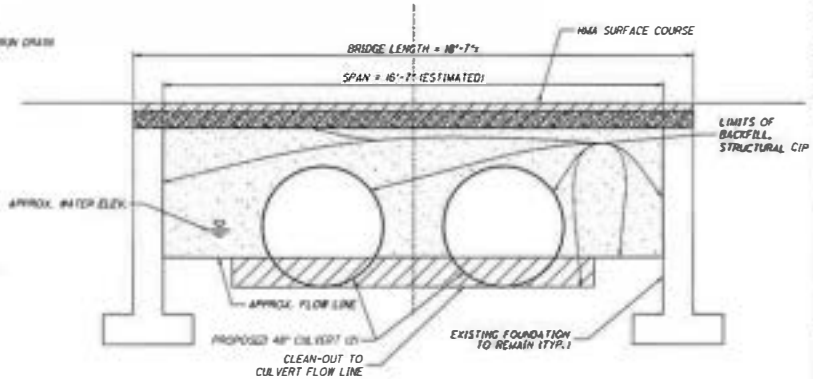
1/1

4/19/2013



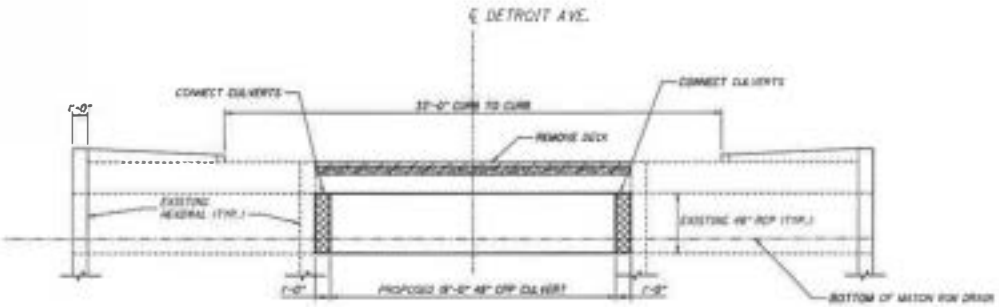
PLAN

SCALE: 1/4" = 1'



CROSS SECTION

SCALE: 1/2" = 1'



ELEVATION

SCALE: 1/4" = 1'

LIMITS OF REMOVAL

Mannik Smith GROUP

CLIENT
CITY OF MONROE

PROJECT
DETROIT AVE. OVER MASON RUN DRAIN

OPTION 2

1

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: PURCHASE OF TWO (2) FORD F350 ONE-TON DUMP TRUCKS

DISCUSSION: The City's Stores and Equipment Fund, an Internal Service Fund, is responsible for the maintenance and purchase of most City vehicles and equipment, including all in the Building, Engineering, Police, Planning, Assessing, and Public Services Department, and selected vehicles in the Water, Wastewater Departments. The Stores and Equipment Fund is managed by the Department of Public Services, and like most City functions, has been attempting to focus on capital replacement of its assets in an appropriate and timely fashion. Fortunately, over the last few years, the fund is beginning to show a positive trend due to right-sizing of the staffing levels and promoting efficiency through incorporation of the Police vehicles to the fleet while maintaining the same staffing level as before.

Three (3) units within the Stores and Equipment Fund that are in dire need of replacement due to their age and intense use are the 1998 Dodge one-ton dump trucks that are used primarily for cold patching operations, but also for other tasks as well such as landscaping and other maintenance work. These units range in mileage from approximately 86,000 to 104,000, and due to the type of work typically being undertaken, the trucks in general and the dump bodies in particular have a shorter service life than most of our equipment. Our five-year replacement plan for our heavy equipment proposed the replacement of two (2) of these units within the 2012-13 budget year, with replacement of the third unit to occur during the 2013-14 budget year.

The Stores and Equipment Supervisor has investigated various alternatives for purchase of these units. She has determined, as has been the case in past years for a variety of vehicles, that the pooled bids for the Urban counties and the State of Michigan are by far the greatest advantage due to their massive volume, with the lowest bids being obtained for this particular truck type through the State's MiDeal contract. The lowest of the three (3) available domestic models researched is the 2013 Ford F350, at a price of $27,764.00 per unit, including the installation of the required dump body, hoist, and hitch plate. For comparison, the GMC Sierra unit cost was $28,239, and the Chevrolet Silverado unit cost was $29,484. While we would welcome the opportunity to purchase from the local Ford dealership, they have repeatedly indicated in the past that they cannot come close to the aforementioned bid pricing. The quotation from the vendor is attached to this Fact Sheet, and it should be noted that although the price sheet lists May 3 as the order cutoff date and we will have to commit by that date, we have received permission to cancel the order on May 7 without penalty should this purchase not be approved. The Stores and Equipment Fund is eventually paid back for the purchase of these units by charging an hourly rate (currently $16.27) back to the Major Street Fund, Local Street Fund, General Fund, or other appropriate fund each time this piece is used.

IT IS RECOMMENDED that the City Council authorize the purchase of two (2) 2013 Ford F350 dump trucks in the amount of $55,528 in total from Signature Ford of Owosso, and that the Director of Engineering and Public Services be authorized to prepare a purchase order for the above amount.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$55,528.00
Cost of This Project Approval	$55,528.00
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Vehicles – Stores & Equip.	641-60.521-981.000	$55,528.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/26/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 6, 2013

April 22, 2013

City of Monroe
Attn: Shana Hayter
222 Jones Avenue
Monroe, MI 48161

Dear Shana Hayter:

Price on 2013 Vehicle State of Michigan Contract # 071B1300009:

2013 Ford F350 Regular Cab 4x2 Chassis 141"WB, 60 CA in White	**$19,983.00 ea**
Crysteel Dump Body, Hoist, and Hitch Plate	**$7,781.00 ea**
Total Delivered Price	**$27,764.00 ea**

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: May 3rd, 2013.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A $9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

State of Michigan Contract # 071B1300009

Spec 3958-0072

2013 F-350 DRW-Chassis Cab
Reg. Cab, SuperCab, Crew Cab
Major Standard Equipment

Powertrain/Functional

- Alternator, Extra Heavy Duty – 200-amps (Diesel)
- Alternator, Heavy Duty – 155-amps, (Gas)
- Battery, Diesel engine, 750 CCA, 78-AH, dual
- Battery, Gas engine, 650 CCA, 72-AH
- Brakes – 4-wheel Anti-lock Braking System
- Engine, 6.2L 2-Valve SOHC EFI modular V8 gas
- Fuel tank – 40 gallon aft-axle
- Shock absorbers – heavy duty gas
- Springs, rear auxiliary
- Stabilizer bars – front & rear
- Stationary Elevated Idle Control (SEIC)
- Steering damper
- Steering – power
- Trailer wiring – 7-wire harness w/relays, blunt cut & labeled
- Transmission – 6-speed SelectShift Automatic O/D

Exterior

- "3-Blink" Lane change signal
- Bumper – front, black painted
- Door handles – black
- Fender vents – front
- Front License Plate Bracket
- Glass – solar tinted
- Grille – black painted
- Headlamps – dual beam jewel effect
- Lights – roof/marker clearance lights
- Mirrors – manually telescoping trailer tow mirrors w/manual glass & 2-way fold
- Tires-LT245/75Rx17E BSW A/S (6)
- Tow hooks – (2) front
- Underhood service light
- Wheels – 17" argent painted steel
- Window – rear, fixed

Interior

- Air conditioning – manual
- Audio – AM/FM stereo w/digital clock & 2-speakers
- Convenience
  - Auxiliary power point
  - Coat hooks, RH/LH color coordinated
  - Dash-top tray
  - Dome lamp w/dual map lights (front & rear w/Crew Cab), RH/LH door activated & I/P switch operated w/delay
  - Grab handles, driver & front passenger
  - Roof ride handles, front passenger (also over rear doors on Crew Cab)
- Door trim – armrest/grab handle and reflector
- Floor covering – black vinyl full
- Headliner – color coordinated molded cloth
- Hood release
- Horn – dual electric
- Instrumentation – Multifunction switch message center with ice blue lighting (three button message control on steering wheel)
- Mirror – rearview 11.5" day/night
- Power point, auxiliary
- Scuff plates – color coordinated
- Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder & storage (manual lumbar – driver side)
- Steering wheel – black vinyl, with telescoping steering column
- Sunvisors – color coordinated vinyl, single driver w/pocket, single passenger w/mirror insert
- Upfitter switches (4) on the instrument panel
- Windshield Wipers – interval control

Safety/Security

- Air bag
  - Driver and Passenger frontal and side air bag/curtain
  - Passenger side air bag deactivation switch (not incl w/Crew Cab)
- Belt-Minder® – chime & flashing warning light on I/P if belts not buckled
- Safety Belts – color coordinated w/height adjustment (front outboard seating positions only)
- SOS Post Crash Alert System

Reg. Cab 141 WB, CA 60" (13,000 GVWR, 6,900 Payload) (13,000 GVWR, 7,300 Payload)

[x]	**Base Price 4x2 (F3G/640a)**	**$19,749.00**
[ ]	**Base Price 4x4 (F3H/640a)**	**$22,878.00**

Reg. Cab WB 165, CA 84" (14,000 GVWR, 7,447 Payload) (14,000 GVWR, 7,879 Payload)

[ ]	**Base Price 4x2 (F3G/640a)**	**$20,508.00**
[ ]	**Base Price 4x4 (F3H/640a)**	**$23,048.00**

SuperCab WB 162, CA 60" (14,000GVWR, 7,133 Payload) (14,000 GVWR, 7,625 Payload)

[ ]	**Base Price 4x2 (X3G/640a)**	**$22,335.00**
[ ]	**Base Price 4x4 (X3H/640a)**	**$24,862.00**

Crew Cab WB 176, CA 60" (14,000 GVWR, 6,936 Payload) (14,000 GVWR, 7,365 Payload)

[ ]	**Base Price 4x2 (W3G/640a)**	**$23,135.00**
[ ]	**Base Price 4x4 (W3H/640a)**	**$25,667.00**

State of Michigan Required Options Included in this Price	Option#
Cruise Control	525
Axle, Limited Slip	X4L

Available Standard Options	Option	Reg.&Super/Crewcab
[ ] 6.7L Power Stroke 4V Diesel V8 (B20)/TorqShift 6-Spd Auto.	99T/44W	6,787.00
[ ] Seats, 40/20/40 Split Bench Cloth	1S	95.00/310.00
[ ] Seat, Vinyl 40/Mini-Console/40 (Regular Cab only)	LS	340.00
[ ] Seats, Cloth 40/Mini-Console/40	2S	510.00/615.00
[ ] LT245/75RX17E BSW All-Terrain (6) 4x4 only	TBM	135.00
[ ] Engine Idle Shutdown (avail. w/6.7L diesel Only)	63T	230.00
[ ] 2-Ton Mechanical Jack	61J	50.00
[ ] Spare Tire & Wheel-Includes 2-ton mechanical jack	512	300.00
[ ] Dual Alternators, Diesel only, Total of 320 AMP	67A	370.00
[ ] Electric Shift on the fly (4x4 only)	213	170.00
[ ] Skid Plate Transfer Case 4x4 only (SuperCab & CrewCab Only)	41P	90.00
[ ] Keys Extra for SecuriLock Anti-Theft Ignition	Sig	35.00 ea
[ ] **Fuel Tank-**19 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank	65M	114.00
[ ] **Fuel Tank-Dual Diesel** (Adds 19 Gal. Mid-Ship to the 40 Gal.Aft.)	65C	710.00
[ ] TowCommand System-Aftermarket trailer brake wiring kit, **Trailer brake controller not included**	531	140.00
[ ] Tow Command Integrated Trailer Brake Controller (Verified to be compatible w/electric-actuated drum brakes only: Deletes Trailer Brake Wiring Kit included w/std. Trailer tow Pkg.)	52B	220.00
[ ] Transmission Power Take-Off Provision Diesel only	62R	265.00
[ ] Cab Steps-Black Molded	18B	315.00/365.00
[ ] Window, Rear Sliding w/Privacy Glass(Deep Tint)	433	117.00
[ ] AM/FM Stereo/Single CD/MP3/Player/Clock w/4 Speakers	585	255.00
[ ] Rapid-Heat supplemental Cab Heater-Req. 6.7L Diesel Engine & 67A Dual Alternators	41A	240.00
[ ] Extra Heavy Suspension Package(N/A 67H or 473)	67X	115.00
[ ] Suspension Package, Heavy Service(N/A 67X or 473)	67H	115.00
[ ] Power Locks, Window, Mirror, & Remote Keyless Entry	90L	766.00/980.00cc
[ ] Snow Plow Prep Package(N/A 67H or 67X)	473	85.00
[ ] **XL Value Pkg** (Chrome front bumper, AM/FM Stereo/Single CD w/4 Speakers, Bright chrome hub covers and center Ornaments)	96V	505.00
[ ] **XL Value Pkg with SYNC System** (Chrome front bumper, AM/FM Stereo/Single CD w/4 Speakers, Bright chrome hub covers and center Ornaments, & SYNC)	96V/91M/62D	895.00
[ ] Daytime running Lights	942	44.00
[x] Delivery Charge $2.00 Per Mile from Owosso, MI 48867	$2.00	234.00

Total Chassis Price $19,983.00 ea

+

Dump Body 7,781.00

$27,764.00 /ea.

Colors for F-350

Exterior Colors		Interior Steel (Grey)
Sterling Grey Metallic	[UJ]	[ ]
Vermillion Red	[F1]	[ ]
Blue Jeans Metallic	[N1]	[ ]
Green Gem Metallic	[W6]	[ ]
Ingot Silver Metallic	[UH]	[ ]
Tuxedo Black	[UH]	[ ]
Oxford White	[Z1]	[X]
Pale Adobe Metallic	[LQ]	[ ]

Lewis, Patrick

From: Hayter, Shana
Sent: Thursday, April 25, 2013 9:59 AM
To: Lewis, Patrick
Subject: Emailing: 2013 F-350 Truck-Dump Body
Attachments: 2013 F-350 Truck-Dump Body.PDF

Attached is the bid specs from the State's MIDeal contract. Other quotes were:

GMC Red Holman: $28,239 (Sierra C31003)
Garber Chevrolet: $29,484 (Silverado C31003)

Thanks,

Shana Hayter
Motor Pools/Forestry Supervisor
City of Monroe
222 Jones Avenue
Monroe, Michigan 48161
734-241-2024-direct
734-241-5856-fax

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: The purchase of 6 Scott - Self contained Breathing Apparatus (SCBA)

DISCUSSION: The Monroe Fire Department is requesting to purchase 6 Scott SCBA's for use in fire suppression and chemical, biological, radiological, nuclear and explosive incidents. The Monroe Fire Department has researched all available products and has determined that the Scott SCBA's are the choice of this Department. The cost of each unit is $5628.25 for a total of $33,769.50

Bid were requested and opened on April 15, 2013. Argus–Hazco of Chesterfield, Michigan submitted the low bid of $33,769.50. Just for a point clarification Argus–Hazco initial bid was for $46,014.00, this bid was submitted with a mathematical error on their part. Argus - Hazco resubmitted the bid for $33,769.50, since they were the only company to bid this had no effect on the bid process.

I recommend the City of Monroe purchase 6 Scott SCBA's from Argus-Hazco

CITY MANAGER RECOMMENDATION:

- [x] 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:

INITIATED BY: Manuel J. Hoskins, Fire Chief

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 33,769.50
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
101-55.336.977.000		$ 33,769.50
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval:

FACT SHEET PREPARED BY: Manuel J. Hoskins **DATE:** 4/25/13

REVIEWED BY: Thomas C. Moore, Director of Public Safety **DATE:** 4/25/13

COUNCIL MEETING DATE: May 6, 2013

City of Monroe, Mi 2013 Self Contained Breathing Apparatus (SCBA)

Bids due Monday, April 15, 2013

1. 6 Scott Air Paks (# CSTM20133212637185) 75 4.5, the SCBA is to include: harness, backframe, EZ Flo+ Regulator w.HUD, UAC/RIC Connection, Pak- Alert Pass Device, AV – 30000 Facepiece and 45 minute 4500psi Carbon Cylinder
2. 6 Spare Scott 4500psi (# SC804722-01) 45 minute Carbon Cylinders
3. 6 Quick Disconnect Option (CSTM20133214212691) installed on SCBAs
4. 6 Dual EBSS option (CSTM20133214214703) installed on SCBAs
5. 6 Scott Fleece Facepiece Bags (SC805524-01)
6. 6 AV3000 Sureseal W/Kevlar Headnet (SC805773-82) sizes: 3 mediums and 3 larges
7. **Delivery by June 28, 2013**

BIDS RECEIVED LIST FOR SELF CONTAINED BREATHING APPARATUS (SCBA) FOR THE PUBLIC SAFETY DIVISION. BID REQUESTS DISTRIBUTED 3/28/2013.

BIDS DUE MONDAY, APRIL 15, 2013.

NAME	BID AMOUNT
Argus-Hazco Chesterfield, MI	$46,014.00

46400 Continental Drive
Chesterfield, MI 48047
800.332.0435
586.840.3200
www.argus-hazco.com

4/15/2013

Chief Manuel Hoskins
Monroe City Fire Dept
Monroe, MI 48161-2142

Dear Chief Hoskins,

BID Correction

This letter is to serve as correction to a totaling error on the recent bid submission for SCBA's. The total for the bid should have stated: $33,769.50.

	Unit Price	Extended
(6) Scott Air-Paks (#CSTM20133212637185) 75 4.5, the SCBA is to include: harness, backframe, EZ Flo+ Regulator w/HUD, UAC/RIC Connection, Pak-Alert Pass Device, AV-3000 Facepiece and 45 minute 4500psi Carbon Cylinder	$5,608.25	$33,649.50
(6) Spare Scott 4500psi ($804722-01) 45 minute cylinder	$0.00	$0.00*
(6) Quick Disconnect Option	Included with above SCBA	Included with above SCBA
(6) Dual EBSS Option	Included with above SCBA	Included with above SCBA
(6) Scott Fleece Facepiece Bags (SC805524-01)	$20.00	$120.00
(6) AV-3000 Sureseal / Kevlar (SC805773-82)	Facepiece is included with above SCBA	Facepiece is included with above SCBA
	Total:	$33,769.50

*No charge under manufacturer promotion, for initial order only.

We apologize for the error and any inconvenience this has caused. Please contact us at 800-873-0456 if you have any questions.

Regards,

Becky Schneider
Becky Schneider
Inside Sales Representative- First Response

CITY COUNCIL
AGENDA FACT SHEET

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

DISCUSSION: The Water Department has a 6-Year Preventative Maintenance Program that includes a component of performing a leak detection survey on the water mains within each program year in an attempt to locate leaks. This is done so that repairs can be made ASAP to avoid losing treated water / reducing unaccounted for water and operating costs, losing revenue and minimizing potential property and infrastructure damage. Leak detection on the entire water system started in 2007 such that it is budgeted to complete Year 6 (~108 miles) of the program in Fiscal Year 2012-13 (see attached map).

Also attached is a proposal from Aqua-Line Leak Detection Services out of Findlay, OH to provide leak detection services within Year 6 of the Preventative Maintenance Program area within the water system. It is recommended to continue with the 6-Year Preventative Maintenance Program by completing leak detection within Year 6 in order to aggressively find leaks, make repairs, and ultimately save operating costs to maintain water rates. A final report will be provided once the survey is competed that outlines found leak locations along with estimated loss of water per day. The consultant completed similar services on Years 1 – 5 (~197 miles) and assisted on numerous emergency water main breaks / service leaks and performed marvelously. For example, in the leak detection surveys completed for Years 1 – 5, the largest to smallest leaks found were 95,000 ~ 10 gallons per day. All leaks were repaired resulting in reduced operational costs.

Proposals were solicited from firms specializing in this service area which resulted in the following proposals being submitted:

-Aqua-Line Leak Detection Services out of Findlay, OH	$11,340.00
-American Leak Detection out of Whitmore Lake, MI	$12,495.00
-M.E. Simpson Co, Inc out of Valparaiso, IN	$14,552.40

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

IT IS RECOMMENDED that the proposal to provide Year 6 – Leak Detection Services as part of the Water Department 6-Year Preventative Maintenance Program be awarded to Aqua-Line Leak Detection Services out of Findlay, OH in the amount of $11,340.00 in accordance with their proposal. **IT IS FURTHER RECOMMENDED** to authorize the City Manager or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: To complete the leak detection survey in order to find and repair leaks in the water system.

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY:

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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Department, Customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 11,340.00
Cost of This Project Approval	$ 11,340.00
Related Annual Operating Cost	$ 0
Increased Revenue Expected/Year	$ 74,387.00*

Average annual savings from Years 1-5 survey

SOURCE OF FUNDS:

City	Account Number	Amount
General Contract Services	59140538 818020	$11,340.00

Other Funds

Budget Approval:

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** April 25, 2013

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 6, 2013

AQUA-LINE™
– Leak Detection Services –
P.O. Box 1612 • Findlay, OH 45839
Toll Free: 1-888-GET LEAK • Fax: 419-424-0510
(1-888-438-5325)

18 March 2013

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

Dear Mr. Armstrong:

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

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

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

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

Sincerely,

Stephen C. Smith

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

18 MARCH 2013

PREPARED FOR:
KEVIN ARMSTRONG, WATER DISTRIBUTION SUPERINTENDENT

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

This information is "PROPRIETARY AND CONFIDENTIAL", is the exclusive property of Aqua-Line Leak Detection Services and shall not be copied or disseminated without its prior written consent. Aqua-Line assumes no responsibility or liability for the reliance hereon or use hereof by anyone other this the party to who it is addressed. This proposal is valid until 1 December 2013.

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2.0 SCOPE OF SERVICES PROVIDED BY AQUA-LINE..... 2

3.0 CLIENT'S RESPONSIBILITIES..... 3

4.0 PROJECT PRICE, BILLING AND PAYMENT TERMS..... 4

5.0 AQUA-LINE REFERENCES..... 5

1.0 INTRODUCTION

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

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

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

2.0 SCOPE OF SERVICES PROVIDED BY AQUA-LINE

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

- Prior to mobilization, we will review existing water distribution system maps, street maps, any applicable water system reports, storage and pumpage records.

- We will conduct a leak detection and location survey using sonic detection and computer correlation equipment on approximately **108 miles** of the water distribution system. We will make contact with the system at all exposed valves, fire hydrants and selected service connections as required. Contact with service connections is critical on sections of your plastic and lined cast iron pipe. Following an initial sonic leak survey of the system, any evidence of leaks will be confirmed with a second survey. At this stage, all leaks will be pinpointed with a computer programmed leak correlator. Excavating will not be necessary for this non-intrusive survey. Valves and hydrants do not typically require operation during surveying and leak pinpointing, but may be required on a limited basis. We request your authorized representative conduct these valve or hydrant operations if required.

- If leakage into any storm or sanitary sewers is suspected, we will perform a visual examination of the appropriate sewer.

- The survey will be conducted during normal working hours, Monday through Friday, with the exception of leak detection performed during evening or early morning hours in high traffic areas. We expect to **complete the survey in 10 to 12 days**.

- We will **provide daily reports** on the progress of the survey, including water distribution system discrepancies noted, and diagrams to show the locations of leaks correlated.

- **Aqua-Line will provide a final report (2 copies)** describing the results of the survey. The report will include a summary of the project and will list all leakage correlated according to location, type, and estimated loss rate. Based upon the results of our survey, the report will also provided recommendations for controlling future water loss.

3.0 CLIENT'S RESPONSIBILITIES

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

- All available street maps, water storage and flow records, water distribution system maps, available plans for existing facilities, and any other pertinent information as needed.

- An experienced person possessing knowledge of the water distribution system, to **assist full-time** with field activities such as location of system components.

- **Access to valves, curb stops, and meter boxes by uncovering and cleaning valves and curb boxes where required prior to starting field operations.**

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

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

4.0 PROJECT PRICE, BILLING AND PAYMENT TERMS

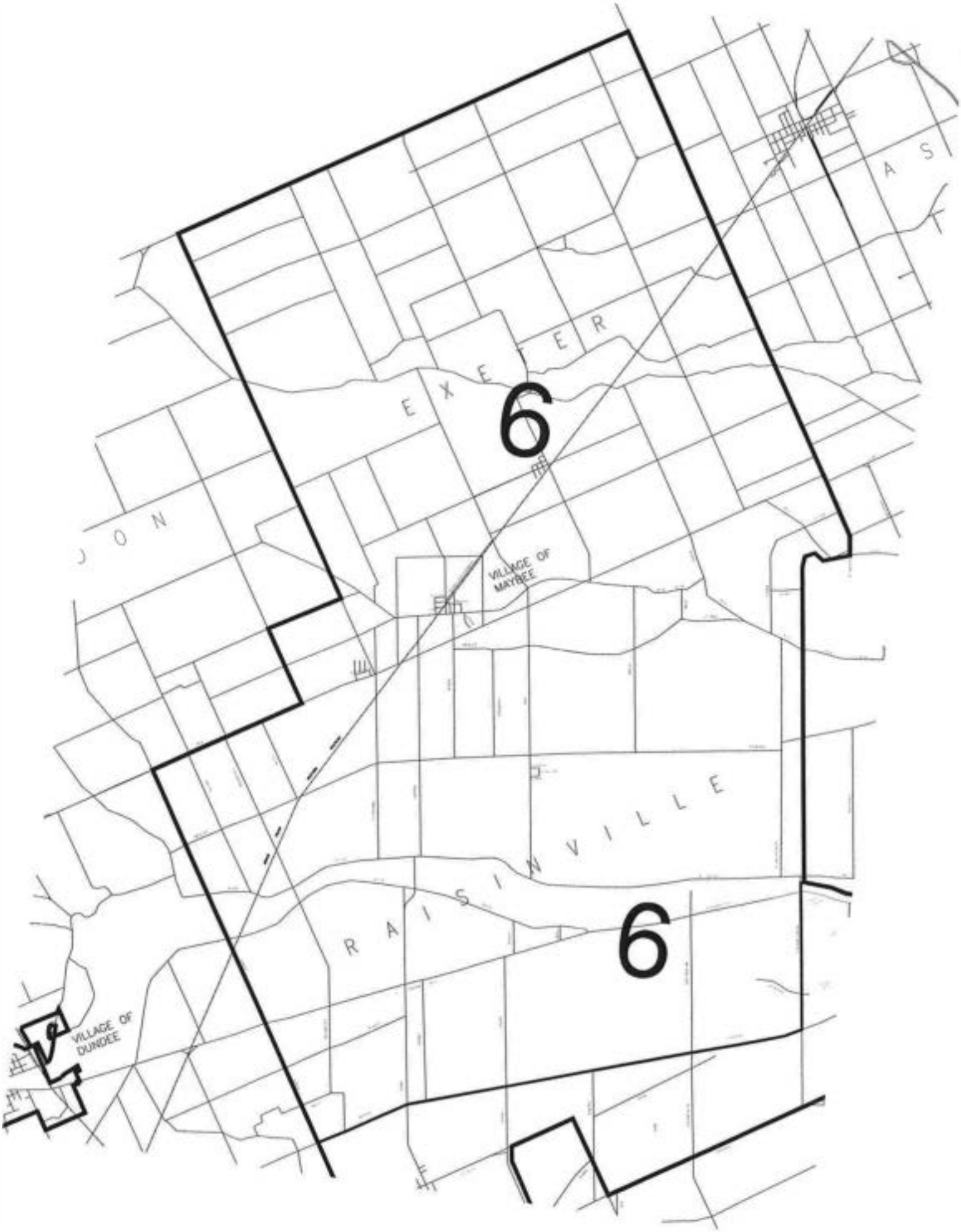
Aqua-Line's lump sum price for providing the services described in Section 2.0 is **$11,340.00.**

The above pricing is subject to renegotiation if authorization to proceed is not received by 1 December 2013.

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

5.0 AQUA-LINE REFERENCES

CITY	SURVEY MILES	CONTACT	PHONE
1. SOUTH CTY WATER, MI	100+	SHANE HOWARD	734-847-0579
2. GROSSE ILE, MI	65	BARRY SEDLOCK	734-676-4422
3. SPAULDING TWP, MI	24	DON ACKERMAN	989-777-2733
4. DUNDEE, MI	56	BOB HURLEY	734-777-3292
5. FRANKENMUTH, MI	75	KEN O'BRIEN	989-652-8987
6. BUENA VISTA TWP, MI	74	ROY HILL	989-752-1319
7. GRAYLING, MI	16	CHAD BECKETT	989-348-2131
8. KINROSS TWP, MI	28	NORM PERKINS	906-495-5134
9. BIG RAPIDS, MI	56	CARMEN JOHNSON	231-796-6231
10. MACKINAC ISLAND, MI	12	BRUCE ZIMMERMAN	906-847-6130


6
6
EXETER
RAISINVILLE
VILLAGE OF MAYBEE
VILLAGE OF DUNDEE

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Purchase of new Taser units, Digital Power Magazines (DPM) and Cartridges.

DISCUSSION: The Monroe City Police Department is requesting the purchase of 8 Taser X26E units along with 44 spare Digital Power Magazines (24 basic DPM / 20 Extended DPM) and 24 Taser Air Cartridges. At this time, the department has only 3 spare Tasers, 2 DPM's and 10 air cartridges remain ng in the Armory. With aniticpated additional hires being added, along with normal wear and tear and usage, the purchase of additional Tasers, batteries (DPM), and cartridges will be necessary to adequately supply the officers with the equipment for the next two years. Michigan Taser Distributing is a single source supplier and the Michigan Sales Representative for Taser International. The cost per Taser unit is $831.00, Basic DPM $34.95 each, Extended DPM $39.95 each, and 25' Air Cartridge $25.95 each. The total estimate for the Taser Units, DPM's, and Air Cartridges with shipping included is $8,997.68

It is recommended that the Mayor and City Council approve the bid process to be waived and that the purchase of the eight (8) Taser units, the forty four (44) digital power magazines, the twenty four (24) Taser Air Cartridges be approved.

CITY MANAGER RECOMMENDATION:

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

RCMZ

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☒For ☐Against

REASON AGAINST:

INITIATED BY: Monroe Police Dept

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

	Account Number	Amount
City	101-50.301-977.00	$8,997.68
		$
		$
		$
		$
Other Funds		$
		$
		$
		$

Budget Approval: _____

FACT SHEET PREPARED BY: Sgt. Richard Ohanesian **DATE:** 04/29/13

REVIEWED BY: Thomas Moore/Director of Public Safety **DATE:** 4/30/13

COUNCIL MEETING DATE:

Michigan Taser Distributing

BID

10422 Londonderry Dr.
South Lyon, MI 48178

Office 248-446-0373 Fax # 248-446-0378

www.michigantaser.com

Date	BID #
4/25/2013	2942

Name / Address
Monroe City Finance Department 120 East First Street Monroe, Michigan 48161-2169

Item	Description	Qty	Cost	Total
26523	X26E, Yellow/Black, DPM, NO HOLSTER	8	831.00	6,648.00
26700	DPM, Digital Power Magazine	24	34.95	838.80
26701	Extended Digital Power Magazine	20	39.95	799.00
44203	25' XPH air cartridge, single	24	25.95	622.80
S & H	Shipping & Handling, (1.5% <$5,000.00, 1%>$5,000.00) **$7.50 Min.**		89.08	89.08
Customer Message			**Total**	$8,997.68

Terms of Sale

*****All Sales are Final. Sales of Taser products are subject to Taser International's Warranty, Limitations and Release. See TASER's website (www.TASER.com) or contact this office for warranty provisions, warranty exclusions, release and any limitations of liability."******

Quote prices valid for 30 days from date of quote.
Shipping & Handling charges on net invoice price; 1.5% <$5,000.00, 1% >$5,000.00, ($7.50 min.)

TERMS: NET 10 DAYS *** ALL SALES ARE FINAL**

All prices, specifications and terms are satisfactory and are hereby accepted.
Date:_____ Signature:_____

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: PUBLIC SERVICE DEPARTMENT PARKING LOT PAVING – PHASE TWO - CHANGE ORDER AWARD

DISCUSSION: When the City first assumed control of the Department of Public Services facility at 222 Jones Avenue, very little of the site was paved and as a result, frequent re-grading and dust control has been necessary, particularly for the primary circulation areas on the west side of the building. If this facility were to be constructed today, all drive aisles and outdoor vehicle parking would be required to be paved by the provisions of our Zoning Ordinance. In recent years the Engineering Department has been advocating for, and the City Council has been providing funding, to gradually bring City facilities in compliance with our Zoning Ordinance, and improvement of this site is one of our most pressing needs.

As a part of the 2009-10 and 2011-12 Capital Improvements Programs, a total of $101,000 was allocated to begin incrementally paving portions of the Department of Public Services Lot at 222 Jones Avenue, starting with the west side of the building that sees the heaviest traffic, and the first phase of this work was completed in fall 2012. At this point, paving of the entire west side of the building except the employee parking stalls along the west fence line has now been completed for a distance of 315 feet from the entrance gate. Approximately 200 more feet in length by 69 feet in width (less some existing concrete at the overhead doors) along the west side of the building remains unpaved, and as a result, $50,000 in additional funding was allocated for the completion of this area as a part of the 2013-14 Capital Improvements Program. This remaining area is largely surfaced in stone at present, though we believe in most cases there is underlying asphalt pavement that is in poor condition that must also be removed. A tabulation of the pay items that will be used for this project is attached, and all of these prices are carry-overs from the 2012 contract. The west side of the lot is also used annually for staging of parade units for both the Monroe County Fair Parade and Holiday Parade. Particularly during rainy and snowy seasons, Public Services staff often must perform re-grading of the existing stone in this area at least every other week, and often must apply calcium chloride for dust control during dry seasons, so there is a definite cost savings to paving this area from a maintenance standpoint. For long-term durability, and due to the fact that there are heavy turning movements over much of this area, 8" thick concrete is being proposed for the entire paving area rather than bituminous (asphalt) pavement, and this is consistent with the fall 2012 work.

The contractor on the 2012 Concrete Paving Program, G.V. Cement Contracting Co. Inc. of Brownstown Township, has expressed a strong interest in continuing to work with the City of Monroe on our 2013 concrete paving projects if possible, and they are willing to hold their unit pricing from the base contract. They are ready to commence work immediately after award, which is a definite advantage to the Engineering Department given that most of our 2013 projects need to occur between July and October due to our fiscal year timing. We also plan to recommend an award to G.V. Cement for the Lavender Street project on the May 20 Council meeting for the same reason. If these two contracts can be completed before the bulk of our fiscal year 2013-14 project work commences, we can likely minimize the need for contract inspection assistance later in the year. G.V. Cement performed very well on our behalf in 2012, and since this work is identical to last year's contract work that was publicly bid, extending their contract into 2013 is appropriate with Council approval. The Finance Director has indicated that, although the additional $50,000 for this project will not be available until July 1, the Capital Projects Fund has sufficient flexibility to allow for the monies needed for this project to be advanced from the Fund at this time, and will be subsequently replaced after July 1 by the General Fund allocation for this work.

IT IS RECOMMENDED that the City Council award a change order to the 2012 Concrete Paving Program to G.V. Cement Contracting Co. in the amount of $59,699.75 for the paving of portions of the Department of Public Services Parking Lot, that a total of $64,000 be encumbered to include a 7% contingency, and that that the Director of Engineering and Public Services be authorized to sign the change order on behalf of the City of Monroe. **IT IS FURTHER RECOMMENDED** that the Finance Director be authorized to make any necessary transfers for this project from the Capital Projects Fund reserves.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Contractor is available to commence work immediately.

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, Special Events users of site

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$148,500.00*
Cost of This Project Approval	$ 64,000.00
Related Annual Operating Cost	$ (2,000.00)**
Increased Revenue Expected/Year	$ N/A

*Includes previous work in Fall 2012 plus this award and any associated testing. It should be noted that while $101,000 was allocated in 2012, not all of the funding was used, and $16,500 in rolled over funding is being used for this award.

**Approximate annual savings due to staff time in grading stone, plus occasional application of calcium chloride dust control.

SOURCE OF FUNDS:

City	Account Number	Amount
DPS Parking Lot	401-95.449-818.020 10C02	$64,000*

*$16,500 in available funding is to be used, remaining $47,500 is to be transferred into above account from the Capital Projects Fund. $2,500 in separate funding allocation from the 13-14 CIP is to be set aside for Engineering costs, and these will be available July 1, at which point staff time will be charged to account 401-95.449-825.005 10C02.

Other Funds

Budget Approval:

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/25/13

REVIEWED BY: **DATE:**

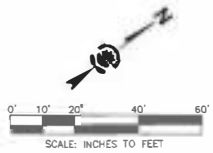
COUNCIL MEETING DATE: May 6, 2013

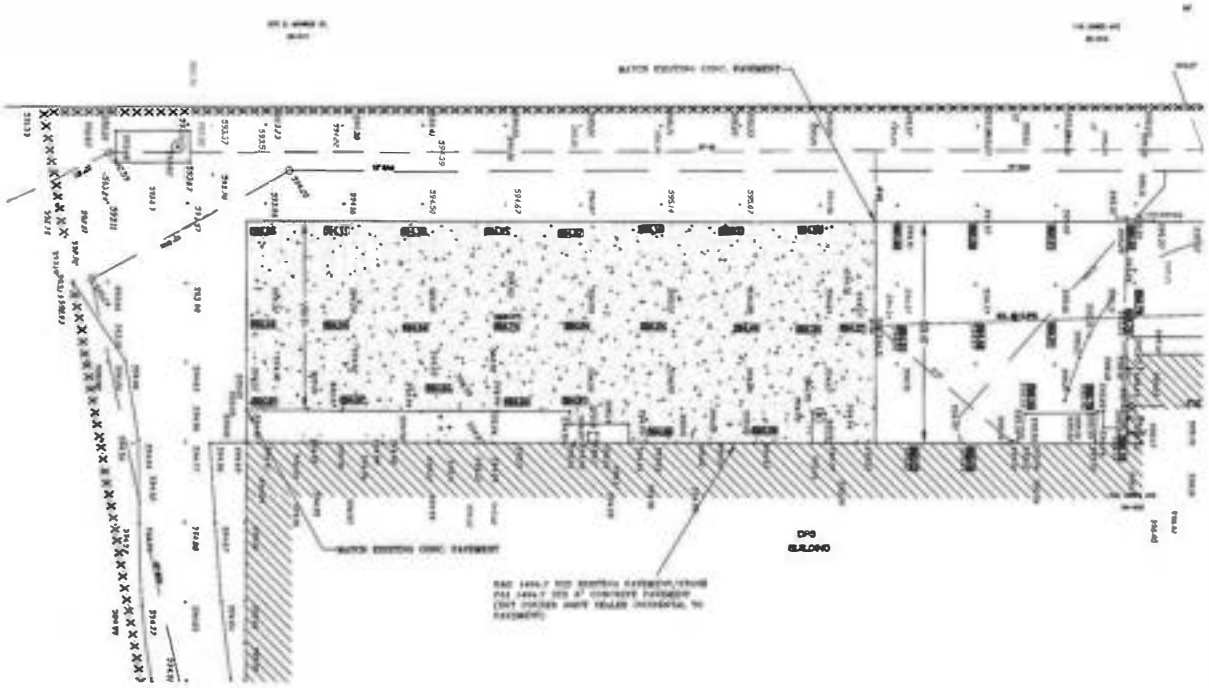
DPS CONCRETE PAVEMENT PLACEMENT				ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D CONCRETE PAVEMENT & APPROACH	1404.7	SYD	$ 7.50	$ 10,535.25
2	SUBGRADE MANIPULATION	1404.7	SYD	$ 4.50	$ 6,321.15
3	F&I 8" CONCRETE PAVEMENT	1404.7	SYD	$ 30.50	$ 42,843.35
			PROJECT TOTAL		$ 59,699.75

Prepared by Eric Straub

4/24/2013

JONES AVE. (66' R/W)



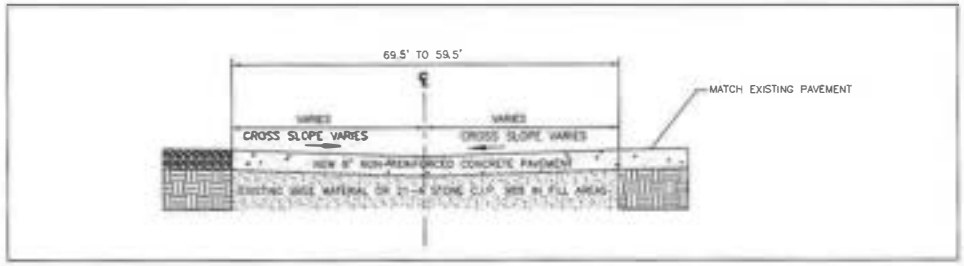


NOTE:
ALL STONE AREAS AND STONE SHOTS POSSIBLY OVER ASPHALT PAVEMENT

BENCHMARK 1 - HYD @ ENTRANCE TO DPS YARD ON JONES AVE SW NUT 595.87

BENCHMARK 2 - SET PK NAIL IN SE CORNER OF SALT STORAGE BLDG 597.37

BENCHMARK 3 - TOP OF SHEET METAL LIP OF SIDING @ SW CORNER OF DPS BLDG 598.975



REVISIONS		
NO.		DATE

DWG OF RECORD

DATE:

CITY OF MONROE, MICHIGAN
ENGINEERING DEPARTMENT
DPS SITE
PAVEMENT RECONSTRUCTION
JONES AVE

SCALE: 1"=20' FILE NO. F—

DATE: MAY, 2013 SHEET NO. 1 OF 1

APPROVED: _____

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: INSTALLATION OF NEW PUBLIC STORM SEWER – LAVENDER STREET BETWEEN CALKINS AND HENDRICKS – SPECIAL ASSESSMENT RESOLUTION NUMBER 3 – SEWER SAD 234

DISCUSSION: As a part of the approved 2013-14 Capital Improvements Program (CIP), the Engineering Department will be reconstructing Lavender Street between Calkins Street and Hendricks Drive during 2013. This work will involve complete removal of the existing thin asphalt surface and underlying concrete base and corresponding replacement in 8" concrete, along with the typical replacement of adjacent drive approaches and sidewalk ramps as needed. Like many streets in the City, including others in this adjacent neighborhood, most of this block of Lavender Street lacks available storm sewer, as the mid-block portion of the street is graded toward the east-west cross streets where runoff is directed to inlets and their associated underground conveyance. As a result, the homes on the east side of the street do not have access to any storm sewer with which to connect clear water drains such as sump pumps, roof drains, rear yard basins, etc. While a storm sewer presently exists in an easement along the rear lot lines of the homes located on the west side of the street in this area, based on the existence of some roof drain discharge lines toward the roadway instead and testimony from other residents, we have reason to believe that most residents on this side of the roadway are not using this existing line and could still benefit from access to a storm sewer in the roadway. The installation of storm sewers in areas presently lacking them such as this will provide a readily available outlet for residents to connect any such clear water drains in lieu of the sanitary sewer, which in turn minimizes the risk of sanitary system surcharges during wet weather events due to the contribution of these private conveyances.

Obviously, with the complete reconstruction of the roadway, now is an opportune time to install a new storm sewer along with the associated house leads at minimum cost. Under the present design, a new 15-inch diameter storm sewer would connect to the existing Ives Drain at Calkins Street, and will be installed down the center of the roadway, with a lead for each property installed and capped two (2) feet behind the curb for ease of future use. The City Charter provides for both the installation of public storm sewers at the discretion of the City Council and provides for recovery of most of the cost by Special Assessment against the benefiting properties. On sanitary sewer projects, by Charter, a minimum of one-sixth of the project costs are borne by the Wastewater Fund, and recently this same percentage has been provided by the City General Fund for storm sewer projects, with the remaining share of the costs divided among the benefiting properties on a per lot basis. It should be noted that due to relatively equal benefit between properties, the total assessable costs will be divided evenly between each of the properties in the district with frontage on the storm sewer. The corner lots on both sides of the street, and one additional lot on the west side have been omitted from the proposed district, as they already have ready access to an existing storm sewer (or a catch basin) in their respective front yards. It should be noted that 702 Lavender, a corner lot, was inadvertently included in the district originally, and 918 Lavender was mistakenly omitted, but this was remedied in time for the required public hearing notification for this meeting. The attachments for this meeting have been revised accordingly.

Based on very favorable bid pricing and performance of the 2012 Concrete Paving Program contractor, G.V. Cement, and their willingness to commence this work as soon as we are ready, we have carried through last year's pricing for common items, and obtained a quotation from the contractor for unique items not in the previous contract. Since their quoted prices are reasonable and it is unlikely we could secure significantly better pricing by bidding this project separately, we intend to recommend awarding the work to them as a change order to the City Council at the end of the Special Assessment process. The next step in this process is Resolution 3, which delineates the estimated costs and their distribution between parcels within the district (equal), and establishes that this project is a public necessity. Resolution 4, which sets up the public hearing on the assessment roll, has also been presented on this agenda for your approval as well, and this is possible given that the costs are known. Provided there are no significant objections to the necessity of the project, we are recommending that this process continue as quickly as possible.

IT IS RECOMMENDED that the attached Resolution 3 be adopted, and that this project be declared a public necessity.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible.

REASON FOR DEADLINE: The design is completed and we have lined up a contractor that is ready to begin work as soon as the Special Assessment District process is completed, which could be as early as May 20 if there are no significant objections.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$357,000*
Cost of This Project Approval	$N/A
Related Annual Operating Cost	$N/A
Increased Revenue Expected/Year	$N/A

*Total costs for entire project, including City costs for storm sewer and paving, and Special Assessment district costs.

SOURCE OF FUNDS:

	Account Number	Amount
City *		
Other Funds *		

*Funds will be allocated upon district confirmation.

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/24/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 6, 2013

RESOLUTION NO. 3

WHEREAS, May 6, 2013 is the date set for the public hearing and consideration of hearing comments regarding the construction of a storm sewer of adequate size and associated service leads to service some or all of the properties located adjacent to Lavender Street between Calkins Street and Hendricks Drive, and

WHEREAS, affected property owners shall have the opportunity to provide verbal and written comments to the City Council regarding the necessity of the project at said public hearing; therefore be it

RESOLVED, that the construction of a storm sewer of adequate size and associated service leads to service some or all of the properties located adjacent to Lavender Street between Calkins Street and Hendricks Drive is a public necessity; that the same be constructed according to the plans and specifications now on file; that the City of Monroe, out of its Local Street Fund or other fund as later deemed appropriate, pay $6,560.76, and that the balance of $32,725.24 be assessed upon the property benefited by such installation and be it further

RESOLVED, that the special assessment district for this project, hereafter known as Sewer Special Assessment District Number 234, be hereby established and confirmed as follows:

Commencing at the westerly right-of-way line of Lavender Street (66' R/W) and the southerly right-of-way line of Hendricks Drive (80' R/W):

thence, South 67° 02' 30" East 66.00 feet;

thence, South 22° 18' 00" West 70.00 feet; to the Point of Beginning;

thence, South 67° 02' 30" East 112.84 feet;

thence, South 22° 33' 36" West 65.00 feet;

thence, South 67° 02' 30" East 69.37 feet;

thence, South 22° 33' 36" West 802.11 feet;

thence, North 67° 42' 00" West 178.60 feet;

thence, North 22° 18' 00" East 18.36 feet;

thence, North 67° 42' 00" West 245.00 feet;

thence, North 22° 18' 00" East 240.00 feet;

thence, South 67° 42' 00" East 14.50 feet;

thence, North 22° 18' 00" East 480.00 feet;

thence, South 67° 42' 00" East 230.50 feet;

thence, North 22° 18' 00" East 133.20 feet;

to the Point of Beginning;

Therefore, be it,

RESOLVED, that the City Assessor of the City of Monroe, Michigan be and hereby is instructed and directed to cause a special assessment roll to be prepared for Sewer Special Assessment District Number 234, in which he is instructed to levy upon the property benefited by said improvement, and within this district, the sum of $32,725.24, and report the same to this Council.

LAVENDER RECONSTRUCTION & STORM SEWER INSTALLATION - S.A.D. #234				ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D CONCRETE PAVEMENT & APPROACH	4298.8	SYD	$ 7.50	$ 32,241.15
2	R&D SIDEWALK	553.5	SFT	$ 1.10	$ 608.89
3	R&D ROCK	5.0	CYD	$ 15.00	$ 75.00
4	R&D STRUCTURE	1.0	EA	$ 450.00	$ 450.00
5	ADJUST, CLEAN, & PLASTER STRUCTURE	6.0	EA	$ 180.00	$ 1,080.00
6	TAP EXISTING STRUCTURE	1.0	EA	$ 350.00	$ 350.00
7	TAP EXISTING 15" STORM SEWER	1.0	EA	$ 350.00	$ 350.00
8	F&I 2' DIA. STORM C.B. STRUCTURE	1.0	EA	$ 1,100.00	$ 1,100.00
9	F&I 6' DIA. STORM M.H. STRUCTURE	1.0	EA	$ 1,800.00	$ 1,800.00
10	F&I #1040 EAST JORDAN IRON WORKS CASTING	2.0	EA	$ 430.00	$ 860.00
11	F&I #7045 EAST JORDAN IRON WORKS CASTING	6.0	EA	$ 480.00	$ 2,880.00
12	F&I 6" PVC SDR 35 STORM SEWER	411.0	LFT	$ 40.00	$ 16,440.00
13	F&I 12" PVC SDR 35 STORM SEWER	23.0	LFT	$ 42.00	$ 966.00
14	F&I 15" PVC SDR 35 STORM SEWER	793.0	LFT	$ 50.00	$ 39,650.00
15	F&I 15"X6" PVC WYE	24.0	EA	$ 545.00	$ 13,080.00
16	SUBGRADE MANIPULATION	4298.8	SYD	$ 4.50	$ 19,344.60
17	F&I 8" CONCRETE PAVEMENT WITH INTEGRAL CURB	3635.4	SYD	$ 30.50	$ 110,880.31
18	F&I 6" CONCRETE PAVEMENT & APPROACH	663.4	SYD	$ 30.00	$ 19,902.00
19	F&I 6" CONCRETE ADA RAMP	496.2	SFT	$ 12.00	$ 5,954.64
20	F&I 36A BITUMINOUS HAND PATCHING	15.0	TON	$ 170.00	$ 2,550.00
21	RECONNECT CURB DRAIN	2.0	EA	$ 300.00	$ 600.00
22	F&I CONTROL DENSITY BACKFILL	10.0	CYD	$ 18.00	$ 180.00
23	F&I MDOT 21A STONE	40.0	TON	$ 18.00	$ 720.00
24	TRAFFIC CONTROL	1.0	LS	$ 1,000.00	$ 1,000.00
25	SITE RESTORATION	1.0	LS	$ 1,500.00	$ 1,500.00
			CONSTRUCTION		$ 274,562.59
			CONSTRUCTION		$ 274,562.59
			CONTINGENCIES		$ 41,184.39
			ENGINEERING		$ 41,184.39
			PROJECT TOTAL		$ 356,931.37
			P.O. CONSTRUCTION		$ (32,725.24)
			CITY CONSTRUCTION		$ 324,206.13

LAVENDER P.O. COST - S.A.D. #234				ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	
1	TAP EXISTING STRUCTURE	1.0	EA	$ 350.00	$ 350.00
2	TAP EXISTING 15" STORM SEWER	1.0	EA	$ 350.00	$ 350.00
3	F&I 6" PVC SDR 35 STORM SEWER	411.0	LFT	$ 40.00	$ 16,440.00
4	F&I 15"X6" PVC WYE	24.0	EA	$ 545.00	$ 13,080.00
			CONSTRUCTION COST		$ 30,220.00
			CONSTRUCTION		$ 30,220.00
			CONTINGENCIES		$ 4,533.00
			ENGINEERING		$ 4,533.00
			PROJECT TOTAL		$ 39,286.00
			1/6 SUBTRACTED BY CITY		$ (6,560.76)
			P.O. TOTAL COST		$ 32,725.24

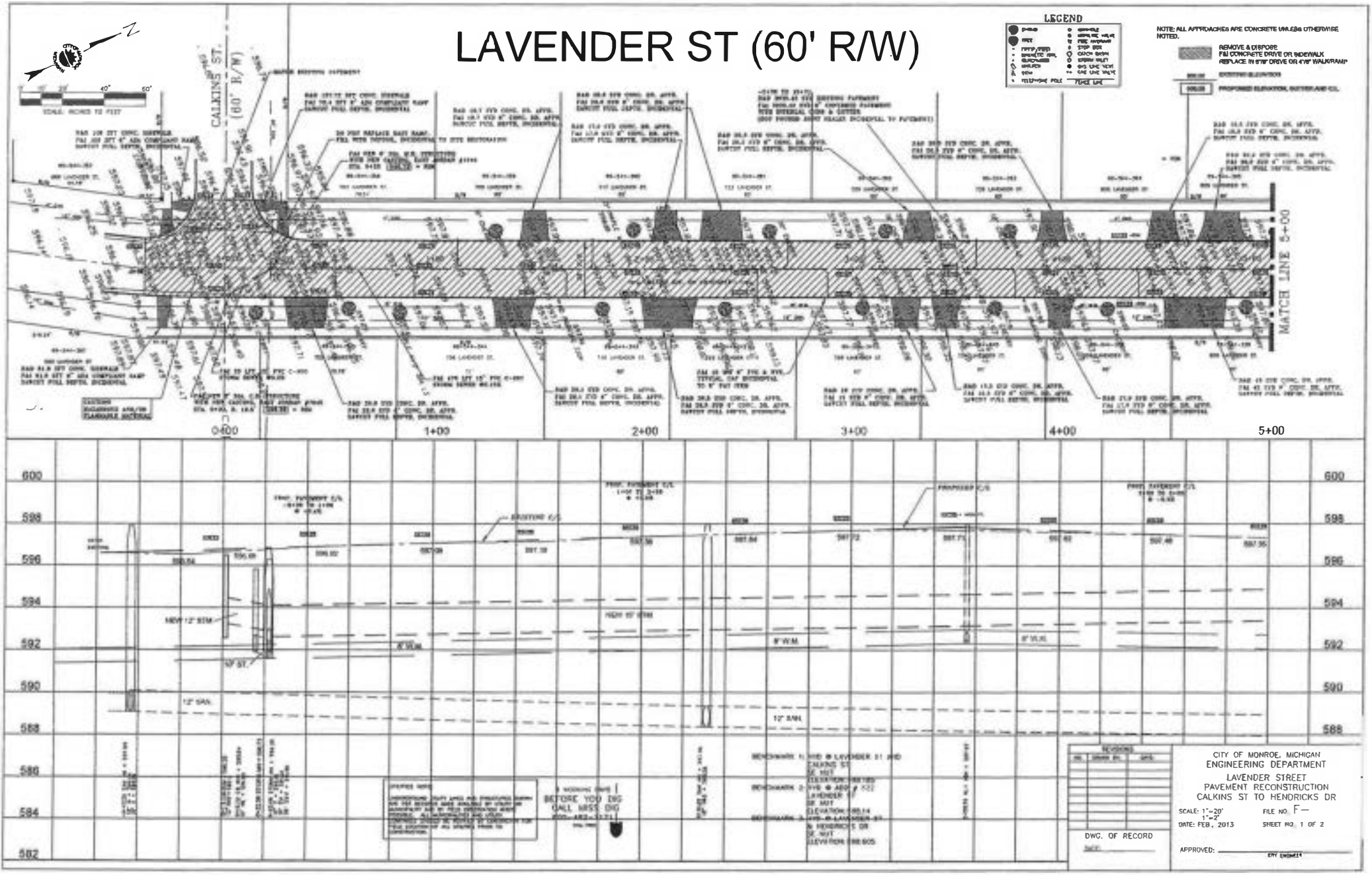
By: Eric Straub

PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER MAILING ADDRESS	ONWER CITY , STATE, ZIP	LOTS	ASSESSMENT
69-00544-344	708 LAVENDER ST	HOWARD, KENETH E & TATIANA	708 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-359	709 LAVENDER ST	BRIGGS, PHILLIP C & KATHLEEN A (TR)	709 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-343	716 LAVENDER ST	BICA, JAMES & BONNIE	716 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-360	717 LAVENDER ST	HARRINGTON, GEOFFREY M SR	717 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-342	722 LAVENDER ST	BEEKER, LARRY & SHARON	722 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-361	723 LAVENDER ST	POWNALL, MARK & JOLENE	723 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-341	728 LAVENDER ST	PETERS, JEREMY J	728 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-362	729 LAVENDER ST	DIETRICH, VIRGINIA L (TR)	729 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-340	734 LAVENDER ST	WARD, JENNIE	734 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-363	735 LAVENDER ST	HAGEN, COLLEEN I (ETAL) TERESA TEAGUE	1433 MACOMB ST	MONROE, MI 48162	1	$1,258.66
69-00544-339	804 LAVENDER ST	BLACK, JO ANN	PO BOX 1603	MONROE, MI 48162	1	$1,258.66
69-00544-364	805 LAVENDER ST	CLARK, LLOYD J & PAMELA J	805 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-338	808 LAVENDER ST	SAUER, JUSTIN	808 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-365	809 LAVENDER ST	CAROLLO, MARK & SUSAN	809 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-337	816 LAVENDER ST	HORCHNER, STEVEN	816 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-366	817 LAVENDER ST	WILKINSON, BRANDON G & KRISTEN R	817 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-336	822 LAVENDER ST	MILLER, LARRY & ANNETTA	822 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-367	823 LAVENDER ST	SIVWRIGHT, PAUL (TR)	823 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-335	826 LAVENDER ST	STELMACH, KEVIN & BARBARA A	826 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-368	829 LAVENDER ST	KOPP, MICHAEL R & JODIE L	829 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-334	832 LAVENDER ST	WOOD, JEREMY M & DAWN R	832 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-369	835 LAVENDER ST	ROOF, REBECCA	835 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-333	902 LAVENDER ST	TINNEL, ALAN D & LEANN E	902 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-370	905 LAVENDER ST	O'LEAR, MICHAEL & MARY	905 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-332	908 LAVENDER ST	NAVARRE, ROLLAND R	908 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
69-00544-331	918 LAVENDER ST	SACKS, FREDERICK & VICTORIA (TR)	918 LAVENDER ST	MONROE, MI 48162	1	$1,258.66
TOTAL FOR ALL PARCELS					26	$32,725.24

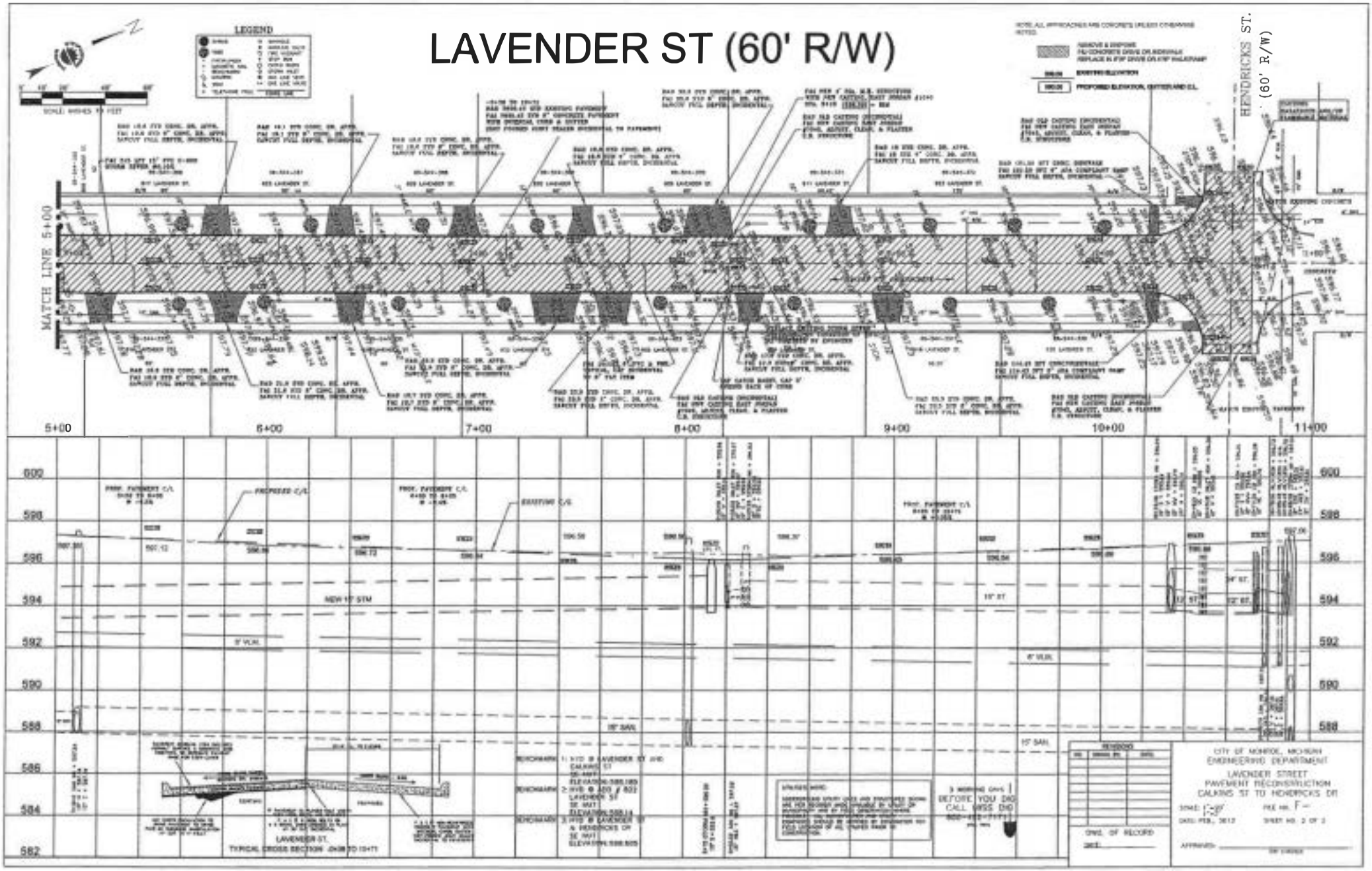
COST PER RESIDENTIAL EQUIVALENT UNIT (REU) = $1,258.66

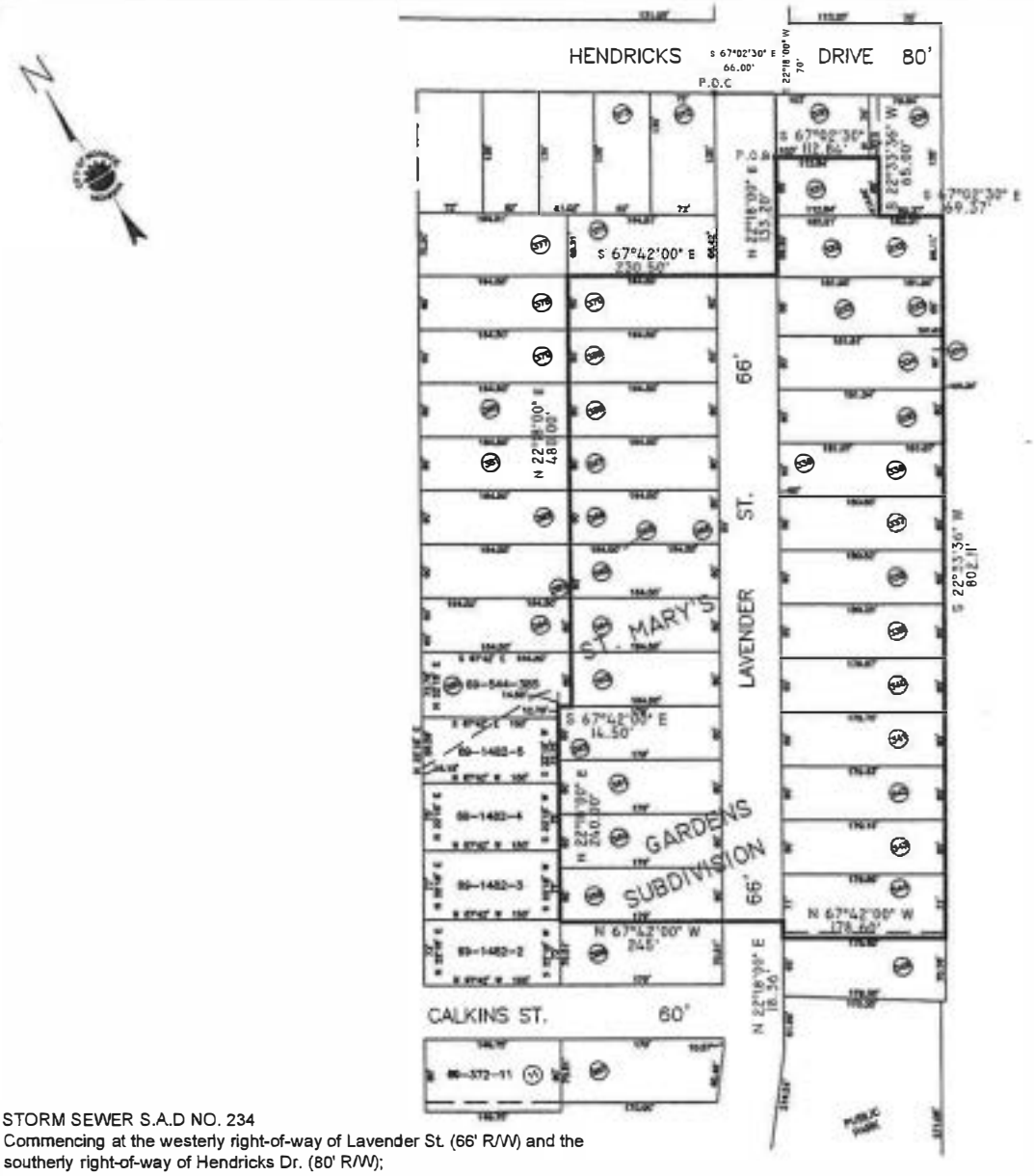
By: Eric Straub

LAVENDER ST (60' R/W)



LAVENDER ST (60' R/W)





STORM SEWER S.A.D NO. 234
Commencing at the westerly right-of-way of Lavender St. (66' R/W) and the southerly right-of-way of Hendricks Dr. (80' R/W);
thence S 67°02'30" E 66.00 feet;
thence S 22°18'00" W 70.00 feet to the point of beginning;
thence S 67°02'30" E 112.84 feet;
thence S 22°33'36" W 65.00 feet;
thence S 67°02'30" E 69.37 feet;
thence S 22°33'36" W 802.11 feet;
thence N 67°42'00" W 178.60 feet;
thence N 22°18'00" E 18.36 feet;
thence N 67°42'00" W 245.00 feet;
thence N 22°18'00" E 240.00 feet;
thence S 67°42'00" E 14.50 feet;
thence N 22°18'00" E 480.00 feet;
thence S 67°42'00" E 230.50 feet;
thence N 22°18'00" E 133.20 feet to the point of beginni ng.

REVISIONS		
NO.	DRAWN BY:	DATE:

DWG. OF RECORD

DATE: _____

CITY OF MONROE, MICHIGAN
ENGINEERING DEPARTMENT

LAVENDER ST.
STORM SEWER
SPECIAL ASSESSMENT DISTRICT NO. 234

SCALE: 1"=200' FILE NO. A-XXX

DATE: MARCH., 2013 SHEET NO. 1 OF 1

APPROVED: _____
CITY ENGINEER

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: INSTALLATION OF NEW PUBLIC STORM SEWER – LAVENDER STREET BETWEEN CALKINS AND HENDRICKS – SPECIAL ASSESSMENT RESOLUTION NUMBER 4 – SEWER SAD 234

DISCUSSION: Earlier on this City Council agenda, Resolution 3, declaring this project a public necessity, was presented for your approval. The discussion on that earlier Fact Sheet provides the background for the necessity of this project. Since the estimated costs were based on pricing from the 2012 Concrete Paving Program Contractor that we will use to recommend award as a change order should this project be confirmed, there is no difference between the estimated costs and actual costs. As such, it is appropriate to proceed immediately from the determination of necessity, should it be found, to the public hearing on the assessment roll. Please see the attachments with and the discussion for the agenda item for Resolution 3 for the proposed distribution of the assessment roll.

The next step in this process is Resolution 4, which schedules the final public hearing on the assessment roll. The resolution, attached, schedules a public hearing for the May 20, 2013 City Council meeting, and we will recommend confirmation of the Special Assessment at that meeting as well. Should Council desire to bid this project instead of awarding it as a change order, Resolution 4 should not approved until following bid opening, which will delay the award until at least mid-June.

IT IS RECOMMENDED that the attached Resolution 4 be adopted, and that the public hearing on the assessment roll be scheduled for Monday, May 20, 2013 at 7:30 P.M. in the City Council Chambers.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible.

REASON FOR DEADLINE: The design is completed and we have lined up a contractor that is ready to begin work as soon as the Special Assessment District process is completed, which could be as early as May 20 if there are no significant objections.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$357,000*
Cost of This Project Approval	$N/A
Related Annual Operating Cost	$N/A
Increased Revenue Expected/Year	$N/A

*Total costs for entire project, including City costs for storm sewer and paving, and Special Assessment district costs.

SOURCE OF FUNDS:

	Account Number	Amount
City *		
Other Funds *		

*Funds will be allocated upon district confirmation.

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/24/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 6, 2013

RESOLUTION NO. 4

WHEREAS, the City Assessor has reported and filed a special assessment for the construction of a storm sewer of adequate size and associated service leads to service some or all of the properties located adjacent to Lavender Street between Calkins Street and Hendricks Drive, known and designated as Sewer Special Assessment District 234; therefore be it;

RESOLVED, that the special assessment costs be spread over a period of ten (10) years with equal principal payments and interest charged at a rate of 2.75% on the unpaid balance, and be it further;

RESOLVED, that on May 20, 2013, at the Council Chambers in the City of Monroe, Michigan at 7:30 P.M., the Council will meet to review the special assessments so made; and that the City Clerk-Treasurer is directed to give notice of such review as required by the Charter.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REQUEST FROM STACIE OURLIAN ON BEHALF OF THE SPECIAL OLYMPICS FOR PERMISSION TO HOLD A HALF MARATHON AND FRIENDSHIP RELAY ON NOVEMBER 10, 2013

DISCUSSION: The City received a request from Stacie Ourlian on behalf of the Special Olympics for permission to hold a half marathon and friendship relay on November 10, 2013 at 8:00 a.m. Specifically the request is to hold a half-marathon road race from Sterling State Park through the streets of Monroe and back to Sterling State Park (see attached) and for assistance from the City and Police Department.

The route spans 13.1 miles in length and the majority of the race will be held in Sterling State Park and Frenchtown Township with the remainder being in the City. This is a first time event and the organizers are expecting 600 runners. The organizers will also sponsor a "Friendship Relay", committed to reaching out to people with special needs by providing an inclusive road racing experience to them that will stay in the boundaries of Sterling State Park.

The Police Department has no objections to the revised race route as presented. The route has been revised making it safer for the runners and easier for the police department to staff. To provide maximum safety to the runners, a minimum of eight officers will be needed to staff this run. The officers assigned to the event will leap intersections to assure constant traffic control at the intersections. Several volunteer race marshals will assist along the course at minor intersections. They have also contracted with the Monroe County Sheriff's Office for deputies to cover the race course in Frenchtown Township. The estimated cost to staff the event is $909.85. 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 event.

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, all insurance requirements are met, **receipt of deposit in full of estimated costs no later than 14 days prior to event.**

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, **receipt of deposit in full of estimated costs no later than 14 days prior to event,** 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:

	Account Number	Amount
City		$
		$
		$
		$
		$
Other Funds		$
		$
		$
		$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 4/26/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 5/6/13

RECEIVED
JAN 11 2013
BUILDING DEPARTMENT
City of Monroe, Mich

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

Name of Applicant (Organization): Special Olympics (Monroe)

Contact Person: Stacie Ourlian

Address: P.O. Box 1074 Monroe, MI 48161

Phone: 734-625-4041 **Fax:**

Dates Requested: Sunday, Nov 10th, 2013

Location Requested: ❑ City Park ❑ Private Property ❑ Public Property → Begin in Sterling State Park - go into City Streets

PROJECT LOCATION (Address): Sterling State Park / City of Monroe Streets

PROPERTY OWNER INFORMATION

Name:

Address:

Phone: **Fax:**

EVENT DESCRIPTION:

(See attachment)

TYPE OF BUSINESS ON SITE: Non-Profit; Special Olympics under 120 E. 1st St.

Application Fee	$ 150.00
$20.00 wk	$ 0
Total Fee	$ 150.00

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

OWNER: **DATE:**

APPLICANT: Stacie Ourlian **DATE:** 01-07-13

JAL 4/30/2007

PROPOSED

MONROE HALF MARATHON & FRIENDSHIP RELAY

BENEFITTING MONROE COUNTY SPECIAL OLYMPICS (MCSO)

ABOUT MONROE COUNTY SPECIAL OLYMPICS

MCSO relies on the dedicated support of volunteers who offer their time and talents in a number of ways, including coaching, chaperoning athletes at events, assisting with fundraising, and helping run local competitions. MCSO receives funding from local, state, or federal government. No fees are charged to the athletes or their families for participation in any of their programs.

Special Olympics contributes to the physical, social, and psychological development of persons with various impairments. Through sport, athletes gain confidence and build positive self-image which carries over into the classroom, home, job, and community.

The mission of Special Olympics is to provide year-round training and competition in a variety of sports for children and adults with cognitive disabilities. The program creates continuing opportunities for the athletes to develop physical fitness, demonstrate courage, experience the joy of hard work and achievement, and develop friendships and camaraderie with fellow athletes, family members, and community.

THE EVENT

MCSO would like to sponsor a half marathon (13.1 mi) road race in Monroe. This event would begin and end in Sterling State Park. The proposed course would leave the State Park and run through the streets of Monroe and finish back in Sterling State Park. We also would sponsor a "Friendship Relay", "committed to reaching out to people with special needs by providing an inclusive road racing experience" (our mission statement). This event, along with a 5k race, would stay in the boundaries of the park.

EVENT GOAL/MISSION STATEMENT

The goal and mission of the Monroe Half Marathon & Friendship Relay is to reach out to athletes with special needs and provide them an inclusive road racing experience and to raise funds to support the continued efforts of Monroe County Special Olympics.

RACE DETAILS

Proposed Date: November 10, 2013

Start Times: Half Marathon – 8 am

5k – 8:15 am

Friendship Relay – 8:15 am

FIRST YEAR PARTICIPATION GOALS

Half marathon – 600

5k – 500

Friendship Relay – 200-300

Total Goal – 1,200 -1,500

RACE STAFF

MCSO has contracted race consultants Kevin Wilson and Emily Schaller to direct race operations. Kevin and Emily are the Co-founders of the Rock CF Rivers Half Marathon on Grosse Ile. They also work as consultants for many other races including The Detroit Free Press Marathon, The Detroit Thanksgiving Day Turkey Trot, The Crim, The Island Roadrunners Memorial Day Race, and many other smaller races.

CONTACT INFORMATION

Race Director	Asst. Race Director	Operations Director/Race Consultant
Stacie Ourlian	Emily Schaller	Kevin Wilson
Special Olympics Director	Emily@letsrockcf.org	wilson.kevin.r@gmail.com
Stacieourlian@gmail.com	(734) 341-5867	(734) 775-7509
(734) 625-4041		

MONROE HALF MARATHON ROUTE
STERLING STATE PARK
DOWNTOWN MONROE
START/FINISH
1
2
3
4
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Monroe Police

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: April 23, 2013

Re: ***"Monroe County Special Olympics Half-Marathon"* - November 10, 2013**

The "Monroe County Special Olympics" is planning to hold a half-marathon, 13.1 mile road race on Sunday, November 10, 2013 at 8:00 am. This is a first time event and the organizers are expecting 600 runners. The majority of the race will be held in Sterling State Park and Frenchtown Township with the remainder being in the City of Monroe.

To provide maximum safety to the runners, a minimum of eight officers will be needed to staff this run; seven officers and a supervisor. The officers assigned to the event will leap intersections to assure constant traffic control at the intersections. Several volunteer race marshals will assist along the course at minor intersections. The proposed route is listed below.

PROPOSED RACE ROUTE

The race will start at the State Park Road in front of the main parking lot of Sterling State Park and head out of the park (NW) to Waterworks Road. The runners will turn right on Waterworks Road (N) and head to North Dixie Highway. The runners will turn right on North Dixie Highway (N) and head to Sandy Creek Road where they will turn left (W). The runners will travel on Sandy Creek Road (NW) and continue on it until it ends at Spaulding Road. The runners will turn left on Spaulding Road (S) and run to Cole Road. At Cole Road the runners will turn right (W) and to Riverview Avenue. At Riverview Avenue the runners will turn left (S) and head to Greenwood Avenue. At Greenwood Avenue the runners will turn left (E) and head to Maple Boulevard. At Maple Boulevard the runners will turn right (S) and head to East Noble Avenue. At East Noble Avenue the runners will turn right (W) and head to North Macomb Street. At North Macomb Street the runners will turn left (S) and head to East Front Street. At East Front Street the runners will turn right (W) and head to Washington Street. At Washington Street the runners will turn left (S) and run to East Third Street. At East Third Street the runners will turn left (E) and run to South Macomb Street. At South Macomb Street the runners will turn left (N) and run to East Front Street. At East Front Street the runners will turn right (E) run to Winchester Street. At Winchester Street the runner will turn left (N) and run to East Elm Avenue. At East Elm Avenue the runners will turn right (E) and run to the River Raisin Battlefield Drive. At the River Raisin Battlefield River Raisin driveway the runners will turn left (N) and circle the River Raisin Battlefield and then run East to Detroit Avenue. At Detroit Avenue the runners will turn right (S) and head to the path along East Elm Avenue. At the path along East Elm Avenue the runners will turn left (E) and enter the Heritage Trail entrance off of East Elm Avenue and run to its terminus and enter into Sterling State Park. After entering Sterling State Park, the runners will follow the trail to State Park Road to the finish line.

POLICE DEPARTMENT'S REVIEW & RECOMMENDATION

The race route has been changed from the original route that was proposed, making it safer for the runners and easier for the police department to staff. I have coordinated the staffing of this event with the Monroe County Sheriff's Office since the first four miles of this race are in Frenchtown Township. I have also advised the organizer of the event that contact would need to be made with officials at both the Frenchtown Township Hall and Wm. Sterling State Park. As of this writing, the organizer has received approval from the officials at both the Township Hall and the State Park and is awaiting a contract for services of three deputies from the Monroe County Sheriff's Office. I have advised the event organizer that the total cost to staff this event will be more than $1,300.00, with the Monroe Police Department's share at over $900.00. The organizer said that these costs should not be an issue, as she has several sponsors lined up to help defray the operating costs.

It is the Monroe Police Department's recommendation that this request be ***approved*** as proposed as long as the permits, contracts and insurance requirements are met and fulfilled.

Because this is a 13.1 mile run, where an elite runner will finish in an hour and twenty minutes or less and a beginning runner will take up to three hours, the officers from the Monroe Police Department who will be staffing this event will be on their posts for three hours, thus the costs for the police department will be higher than the annual Custer Week 4-mile fun run. The projected overtime costs for the Monroe Police Department will be **$1,819.70**, with the Special Olympics responsible for 50% of the costs or **$909.85**.

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

Event Coordinator: Stacie Ourlian Cell: 734-625-4041
Stacieourlian@gmail.com

RECEIVED

FEB - 5 2013

CITY MANAGER'S OFFICE

Special Olympics Michigan, Inc.

Check Date: 2/1/2013
Check Number: 429148

To: CITY OF MONROE
120 E. FIRST ST.
MONROE, MI 48161

Vendor ID: 18262
Phone:

Invoice Number	Date	Description	Amount	Discount	Net Amount
161466	1/24/2013	CITY OF MONROE/ MONROE PP BLEACHER U	$225.00	$0.00	$225.00
38000	1/28/2013	CITY OF MONROE/ A34 HALF MARATHON A	$75.00	$0.00	$75.00
		Totals:	**$300.00**	**$0.00**	**$300.00**

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER AND HEAT SENSITIVE ICON.

Special Olympics Michigan, Inc.
C/O Central Michigan University
Mt. Pleasant, MI 48859

Fifth Third Bank - Eastern Michigan
1000 Town Center, Suite 1400
Southfield, MI 48075

74-545/724

CHECK DATE	CHECK NO.
2/1/2013	429148
CHECK AMOUNT	

PAY **Three hundred and 00/100 Dollars** $** 300.00

This check is void after 90 days

TO THE ORDER OF

CITY OF MONROE
120 E. FIRST ST.
MONROE, MI 48161

Lois Arnold

Anna Hurdiel

AUTHORIZED SIGNATURE

⑈429148⑈ ⑆072405455⑆ 7912557399⑈

City of Monroe
120 E. First Street
Monroe, MI 48161-2169
(734) 384-9186

Building Department

Invoice For Permit: PBD-13-0458
Date: 02/05/2013

Pay by Account In Full

Pay by Account In Full

$ 75.00

MONROE COUNTY SPECIAL OLYMPICS
1101 S RAISINVILLE RD
Monroe MI 48161

Invoice Number	Permit Number	Address	Amount Due
00038000	PBD-13-0458	120 E FIRST ST	$ 75.00

Fee Details:	Quantity	Description	Balance
	1.00	Special Event	$ 75.00

Total Amount Due **$ 75.00**

COPY of 501(c) (3) STATUS LETTER

JAN 07 1999

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: December 28, 1998

Special Olympics Michigan Inc
Central Michigan University
Mt Pleasant, MI 48859-0001 997

Person to Contact:
Patty Dennis
Telephone Number:
877-829-5500
Fax Number:
513-484-5916
Federal Identification Number:
38-1964643

Dear Sir or Madam:

This is in response to your correspondence received September 24, 1998. Your Amended Articles of Incorporation regarding your name change have been received. Please note that we have changed your name as shown above. This change is now a part of your permanent record.

You requested a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in September 1972, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Special Olympics Michigan Inc
38-1964643

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

Please direct any questions to the person identified in the letterhead above.

This letter affirms your organization's exempt status.

Sincerely,

C. Ashley Bullard

C. Ashley Bullard
District Director

ACIS 8000(08/10)

CERTIFICATE OF INSURANCE

01/05/2013

PRODUCER
American Specialty Insurance & Risk Services, In
142 North Main Street
Roanoka, Indiana 46783

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.

INSURED
Special Olympics, Inc., All Special Olympics Accred ed U.S. Programs
1133 19th Street NW
Washington, DC 20036

SPECIAL OLYMPICS MICHIGAN
CENTRAL MICHIGAN UNIVERSITY
EAST CAMPUS DRIVE
MOUNT PLEASANT, MI 48859

Sharon Dunlap 625-4041

1/8/13 need City of Monroe as additional insured

INSURERS AFFORDING COVERAGE

INS. A:	Philadelphia Indemnity Insurance Company
INS. B:	
INS. C:	

CERT NUMBER: 1001082425

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LIS D BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT O OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE RMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	PHPK947821	12/3 2012 12:0 a.m.	12/31/2013 12:01 a.m.	Each Occurrence	1,000,000
					Personal and Advertising Injury	1,000,000
					General Aggregate	5,000,000
					Products-Completed Operations Aggregate	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded
A	AUTO	PHPK947621	12/3 2012 12:0 a.m.	12/31/2013 12:01 a.m.	Non-Owned/Hired Auto Liability*	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- * The Hired Auto Physical Damage limit contains a $ .00 collision deductible and a $100 other than collision deductible (for commercially rented vehicles only). Nonowned and Hired Auto (NOHA) liability is excess of any valid and collec le insurance.
- The Certificateholder is only an Additional Insured wi respect to liability caused by the negligence of the Named Insured as per Form PI-AM-002-Additional Insured-Certificateholders, as respects to the SPECIAL OLYMPICS MICHIGAN, ENTAL OF BLEACHERS, POLAR PLUNGE, MONROE on January 20, 2013.
- Coverage for property you rent or occupy, property lo ed to you and property in the care, custody, or control of the insured, $100,000 limit subject to a $2,500 deductible per loss, excluding watercraft, aircraft, and autos.

CERTIFICATE HOLDER

CITY OF MONROE

120 EAST FIRST STREET
MONROE, MI 48161

additional insured, okay.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony L. Gitter

American Specialty Insurance & Risk Services, In also conducts business as American Specialty Insurance & Risk Services Agency in the state of Michigan.

Received Time Jan. 7. 2013 3:20PM No. 8276

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: TRAFFIC COMMITTEE MINUTES OF APRIL 24, 2013, APPROVAL OF TRAFFIC CONTROL ORDERS 111-006, 127-004, 134-003, AND 157-003

DISCUSSION: The Mayor's Traffic Committee meeting was held on April 24, 2013, and the minutes are attached for your information. There are four (4) Traffic Control Orders being presented for your approval.

Traffic Control Orders 111-006 and 127-004 make permanent the conversion of the intersection of North Macomb Street and East Noble Avenue from a signalized intersection to an all-way stop. This was placed in all-way red flash in December 2012 on a trial basis, and since that time, most observations seem to indicate that delays and vehicle backups have been lessened, and there has only been one (1) reported crash within that time, compared with an average of six (6) crashes per year for the period 2008-2012 (3.4 of those were angle crashes). Given the approximate annual savings of $5,000 per year due to electricity, maintenance, and after-hours call-outs, this conversion is appropriate.

Traffic Control Order 134-003 revises an earlier approval of parking on the south side of O'Brien Street from the western end to Island Street, by prohibiting parking from the western end (alley) for 80 feet east, instead of the previously-approved 25 feet. This was done due to conflicts over residents backing out of driveways, and seems to meet the needs of all of the adjacent residents.

Traffic Control Order 157-003 formally affirms the approval of the loading zone on the west side of North Roessler Street north of West Elm Avenue adjacent to Danny's Fine Foods. While this area has been continuously used as a loading zone, the previous order had erroneously listed it as "No Parking" entirely without provisions for loading.

IT IS RECOMMENDED that the City Council place on file the minutes from the April 24, 2013 Mayor's Traffic Committee meeting, and adopt Traffic Control Orders 111-006, 127-004, 134-003 and 157-003.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering Department, Department of Public Services, Police Department, traveling public, adjacent residents

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$N/A
Cost of This Project Approval	$N/A
Related Annual Operating Cost	$(5,000.00)*
Increased Revenue Expected/Year	$N/A

*Savings due to removal of the traffic signals at North Macomb Street and East Noble Avenue

SOURCE OF FUNDS:

City	Account Number	Amount
Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 04/25/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 6, 2013

CITY OF MONROE
MAYOR'S TRAFFIC COMMITTEE MINUTES
April 24, 2013

Meeting was called to order by Mayor Clark on Wednesday, April 24, 2013 at 5:00 P.M. in the City Council Chambers.

Members Present: Mayor Clark, Councilman Beneteau, Councilman Hensley, Lt. Greg Morgel, James Crammond, Scott Davidson, Michael Miletti, Anthony Webb

Members Excused: Dennis Polczynski

Clerk / Staff: Patrick Lewis, Director of Engineering and Public Services

Citizens Commenting: Viola Smith, 808 O'Brien Street
Mary Fowler, 806 O'Brien Street
Robert Lyons, 805 O'Brien Street

1. Approval of the Traffic Committee minutes from the January 23, 2013 meeting.

   Motion: It was moved by Councilman Hensley and supported by Scott Davidson to approve the minutes from the January 23, 2013 meeting.

   Action: The motion passed unanimously.

2. Request from citizens Mary Fowler and Viola Smith to rescind the previous approval of allowing parking on the south side of O'Brien Street from the west end to Island Street.

   Motion: It was moved by Councilman Beneteau and supported by Michael Miletti to move the existing "No Parking Here to Alley" sign on the south side of the street to a location east of the driveway to 806 O'Brien, exact location to be determined by the Engineering Department.

   Action: The motion passed unanimously.

3. Request from Trinity Lutheran Church to sign two (2) disabled parking spaces on Scott Street adjacent to the church.

   Motion: It was moved by Michael Miletti and supported by Councilman Hensley to deny the request and instruct the Engineering Department to communicate the City's willingness to allow for posting upon construction of fully compliant spaces.

   Action: The motion passed unanimously.

4. Request from citizen Sharon Theisen to allow parking on both sides of the street in front of her home at 809 Harrison Street and to sign one space for disabled parking

   Motion: It was moved by Councilman Hensley and supported by James Crammond to survey the residents of the block to determine their desire for parking on both sides of the roadway.

   Action: The motion passed 6-2 (Lt. Morgel, Councilman Beneteau)

5. Request from Danny's Fine Food to restrict the loading zone bay on the west side of North Roessler Street between West Elm Avenue and the alley to the north.

   Motion: It was moved by Councilman Beneteau and supported by Lt. Morgel to sign the first 150 feet north of West Elm Avenue on the west side of North Roessler as a loading zone.

   Action: The motion passed unanimously.

6. Request from Councilman Beneteau to consider reducing the speed limit on North Dixie Highway to 35 miles per hour.

   Action: No action was necessary, as action on this item is being postponed to a future meeting.

7. Review of the conversion of North Macomb Street and East Noble Avenue from a signalized intersection to an all-way stop.

   Motion: It was moved by Michael Miletti and supported by Anthony Webb to permanently convert this intersection to an all-way stop.

   Action: The motion passed unanimously.

8. Adjournment

   Action: With no further business, the Mayor adjourned the meeting at 5:51 P.M.

CITY OF MONROE

TRAFFIC CONTROL ORDER

ORDER NO. 111-006 PROPOSED

EFFECTIVE DATE: May 2013
When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to North Macomb Street:

Parking

1. "No Parking" from, and including the River Raisin bridge, to the north City limit lying 993 feet north of Maywood Avenue, both sides.

Intersection Control

2. Traffic signals with pedestrian signals shall be placed at the intersection of North Macomb Street and East Elm Avenue.
3. **"All way STOP" at the intersection of North Macomb Street and East Noble Avenue.**
4. A mid-block crosswalk shall be installed at the south edge of the driveway to the property known as the "Colonial Gardens" complex, or the property located immediately north of 814 North Macomb Street.

Roadway Geometry

5. A special "Left Turn Only" lane shall be provided in both directions at East Elm Avenue.
6. A special "Right Turn Only" lane shall be provided for northbound traffic at East Elm Avenue.
7. North Macomb Street shall be a four-lane street from East Front Street to East Elm Avenue.
8. North Macomb Street shall be a three-lane street from East Grove Street to the City limit lying 993 feet north of Maywood Avenue, with the center lane reserved for left turns in either direction.

The following Traffic Control Orders shall hereby be rescinded: 111-005

City Traffic Engineer

City Clerk-Treasurer

Date

Date

CITY OF MONROE

TRAFFIC CONTROL ORDER

ORDER NO. 127-004 PROPOSED

EFFECTIVE DATE: May 2013
When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to East Noble Avenue:

Parking

1. "No Parking" from North Monroe Street to North Dixie Highway, both sides.

Intersection Control

2. Traffic signals with pedestrian signals shall be placed at the intersection of East Noble Avenue and North Monroe Street.
3. **"All-way STOP" at the intersection of East Noble Avenue and North Macomb Street.**
4. Traffic signals shall be placed at the intersection of North Dixie Highway and East Noble Avenue.

Turn Prohibitions

5. "No right turn" for eastbound traffic at Baptiste Avenue.

The following Traffic Control Orders shall hereby be rescinded: 127-003

City Traffic Engineer

City Clerk-Treasurer

Date

Date

CITY OF MONROE

TRAFFIC CONTROL ORDER

ORDER NO. 134-003 PROPOSED

EFFECTIVE DATE: May 2013
When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to O'Brien Street:

Parking

1. "No Parking" from Island Stre**et** to West Front Street, south side.
2. "No Parking" from the alley at the western terminus of the roadway to a location ~~25~~ **80** feet east of the east property line of the alley, south side.
3. "No Parking from 7:00 A.M. to 3:30 P.M. School Days" from West Front Street to a location 140 feet north and west of West Front Street, north side.
4. Permitted parking, with no time limitations, all other locations, both sides.

Intersection Control

5. O'Brien Street shall STOP at West Front Street.

The following Traffic Control Orders shall hereby be rescinded: 134-002

City Traffic Engineer

City Clerk-Treasurer

Date

Date

CITY OF MONROE

TRAFFIC CONTROL ORDER

ORDER NO. 157-003 Proposed

EFFECTIVE DATE: May 2013
When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to North Roessler Street:

Parking

1. "No Parking" on the River Raisin Bridge, both sides.
2. ~~"No Parking"~~ **"Loading Zone"** from the River Raisin bridge to a location 150 feet north of West Elm Avenue, west side.
3. "No Parking" from the River Raisin bridge to a location 200 feet north of the north curb line of West Elm Avenue, east side.
4. Permitted parking, with no time limitations, from a location 150 feet north of West Elm Avenue to Toll Street.
5. "No Parking" from Toll Street to the northern City limit, east side.
6. Permitted parking, with no time limitations, from Toll Street to the northern City limit, west side.

Intersection Control

7. Traffic signals with pedestrian signals shall be placed at the intersection of North Roessler Street and West Elm Avenue.
8. "Four-way STOP" at West Lorain Street.
9. "Four-way STOP" at Hendricks Drive.
10. "Four-way STOP" at Calgary Drive.

Roadway Geometry

11. A special "Left Turn Only" lane shall be provided in both directions at West Elm Avenue.
12. The Roessler Street bridge, including approaches, shall be a four-lane street, with two lanes in each direction.

The following Traffic Control Orders are hereby rescinded: 157-002

City Traffic Engineer

City Clerk-Treasurer

Date

Date

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REQUEST FROM MONROE CATHOLIC ELEMENTARY SCHOOLS FOR PERMISSION TO CLOSE ELM AVNEUE ON MAY 14, 2013

DISCUSSION: The City received a request from Ms. Lee on behalf of Monroe Catholic Elementary Schools for permission to close Elm Avenue during the Monroe Catholic Elementary Schools Mile for Mary event on May 14, 2013. Specifically the request is to close West Elm Avenue between Monroe Street and Godfroy Street from 9:30 a.m. – 1:00 p.m. while the students are assembled on the front lawn of St. Mary Catholic Central High School.

The request has been sent to the administrative staff for their review and consideration and there were no objections subject to emergency vehicle access being maintained and that the proper permits are obtained.

The Police Department has no objections to the request provided that D.P.S. sets up the barricades and detour signs. The Police Department will monitor the walk.

DPS personnel will place and pick up barricades on normal hours and erect signs the day before and take down when the event is over.

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime or other costs to the city, subject to emergency vehicle access being maintained, 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, Engineering, Fire, Finance, 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:** 4/30/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 5/6/13

MONROE CATHOLIC
ELEMENTARY SCHOOLS

April 30, 2013

To Whom It May Concern,

I am writing to request the closure of Elm Ave. from Monroe St. to Godfroy St. on Tuesday, May 14, 2013 from 9:30 a.m. until 1 p.m. during Monroe Catholic Elementary Schools Mile for Mary event.

Mile for Mary is an activity that brings together the campuses and families of MCES for a morning of reflection, celebration, and prayer. Our activities begin at 9:30 a.m. at St. Mary's with the students walking down Monroe St. to St. John's. At approximately 9:50 a.m. the students will then walk to St. Michael's and join with our youngest students and continue the procession to the front lawn of SMCC.

When we arrive at SMCC we will be having a short prayer service and releasing a balloon rosary, followed by lunch. The students will be staying on the front lawn of SMCC and not crossing over to St. Mary's park, but we request the road closure of Elm Ave. in order to increase the safety of our students. I have been in contact with Lt. Morgel of the City Police Department and he is aware of our plan for the day and has agreed to assist in any way possible.

Your approval of this road closure is greatly appreciated. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Michelle Lee

Director of Early Childhood- MCES

St. Michael Campus

510 W. Front St.

Monroe, MI 48162

(734)755-9163

RECEIVED
APR 30 2013
CITY MANAGER'S OFFICE

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Technology Purchase for Electronic City Council Agenda Packets

DISCUSSION: Currently, the meeting agenda and agenda items are printed and copied for the Mayor and City Council members. The number of pages for these can range anywhere from 100 to 300 pieces of paper per packet, depending on the size of the agenda and the items to be covered. In addition to the paper and copy cost, there is also employee labor cost incurred in assembling, copying, and distributing the packets of information. In order to significantly reduce these costs and reduce the labor time spent on the process, we have been reviewing options for making the City Council agenda packets electronic. The primary issue with getting the electronic agenda packet process started has been the piece of computer hardware that the Mayor and Council members would use to view and review the agenda packet. A few council members have used tablet computers at City Council meetings to see how the process would work.

To select the tablet to purchase for this process, I asked IT staff to recommend one. They have recommended the Microsoft Surface. We have tried it and the RT version was demonstrated at a recent City Council work session. While the RT version worked well, it did not have some of the editing features that were desired as it relates to note taking and highlighting of pdf documents. In order to resolve those issues, the Pro version of the Surface would be needed and Adobe PDF Annotator software would be added to the computer.

In addition to purchasing the tablet computers for viewing of the agenda packet, we would also expect as a second phase of the project to upgrade the projection capability inside City Council Chambers. This part of the process has not been finalized yet, and depending on pricing, may not need approval of the City Council. Phase 2 would include the purchase of a new wireless projector that would be ceiling mounted. It would be controlled by a desktop computer to be placed at the Clerk's desk and the presenter would use a wireless remote control to move through the presentation. We would also purchase a new projection screen that would be ceiling mounted on the opposite side of the room from the current screen. The projector would be wired directly to the video room so that the television viewers could see a direct feed from the projector. Once this phase was completed the agenda packet could be displayed on the screen by the Clerk. The current laptop and projector in the center of the room would be removed. The projector and screen are currently being researched and a cost for this phase of the project is not yet available.

To get phase 1 started, the Microsoft Surface tablets need to be purchased. In addition to the tablet, we would buy a cover for each, which also functions as a keyboard, and a nylon sleeve as a carrying case. The tablets are not widely distributed. They can only be purchased from three different vendors, with one of them being Microsoft. I have looked into discount pricing and found none. The price of the Microsoft Surface Pro 128GB is $999.00 each. Each cover would cost $129 and each nylon sleeve would cost $39.99. The price of the Adobe PDF Annotator software is $69.95 each, but it comes with a 30 day free trial. We would purchase nine (9) of each to include one for the City Manager and the City Attorney.

It is recommended that the Mayor and City Council approve the purchase of nine (9) Microsoft Surface Pro tablet computers with the accessories and software previously mentioned at a price not to exceed $11,200.00 with funding to come from the Information Systems Fund reserves and further approve the bid process to be bypassed.

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; IT Staff

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Mayor and City Council

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 11,200.00
Cost of This Project Approval	$ 11,200.00
Related Annual Operating Cost	$ (2,156.00)
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
IT Fund Reserves (Fund to be allocated to 636-30.915-977.000)		$ 11,200.00
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director **DATE:** 4/30/2013

REVIEWED BY: Edward J. Sell Jr. **DATE:** 4/30/13

COUNCIL MEETING DATE: May 6, 2013

Microsoft

Store locations Live ch

Welcome to our store

Shop products Answer Desk Find a store

Free

Cart Summary > Customer Info > Payment > Confirmation > Receipt

Cart

Order #: 11589209325

Remove

Surface Pro

$999.00

Quantity: 1

128 GB (cover not included)

Ship it

Remove

Surface Type Cover

$129.99

Quantity: 1

Ship it

Remove

Incipio Padded Nylon Sleeve for Microsoft Surface (Black)

$39.99

Quantity: 1

Box (black)

Ship it

Promo Code: Apply

Shipping Method:

- (•) Standard – Free (3-7 days, excludes weekends & holidays)
- ( ) 2nd Day - $9.99 (Order by 1 p.m. Eastern, excludes weekends & holidays)
- ( ) Next Day - $16.99 (Order by 1 p.m. Eastern, excludes weekends & holidays)

Shipping:	$0.00
Subtotal before applicable taxes:	$1,168.98

Checkout

Other Microsoft sites

- Windows
- Office
- Surface
- Windows Phone
- Xbox
- Skype
- Bing
- Microsoft Store

Account

- View account
- Order tracking
- Order history
- Download + product keys

About

- Affiliate program
- Sitemap
- Careers
- Retail store locations

Help

- Support
- Orders
- Returns
- All help topics
- FAQ

Connect

- Facebook
- Twitter

United States - English

Privacy and Cookies Ter

- Marketplace Blog
- Log In | Join
  - Facebook Timeline options
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CNET Editors' review

by: CNET staff on August 25, 2009

- CNET Editors' Rating:

Spectacular

- Average User Rating:

out of 5 votes

See all user reviews

PDF Annotator is a powerful program that allows users to make a variety of different kinds of notes on PDF documents. The program's many features and intuitive interface make it a great choice. We wish we'd had it when we were in grad school!

The program's interface will be familiar to users of Microsoft Office products. Nearly all of PDF Annotator's features are accessed through the program's customizable toolbars. Although it may not be immediately obvious what all the little buttons do, a few minutes of playing around with the program makes most functions clear. The built-in Help file is well-written and thorough, giving users plenty of guidance on the program's less obvious features. And what a lot of features there are. Nearly anything you would do to a piece of paper can be done to a PDF using PDF Annotator. Highlight, underline, circle, and handwrite or type comments. If you can't draw a straight line with a mouse (and who can?), the program's autosmooth feature will straighten lines for you, keeping your document tidy. The program even has a stamp feature with arrows and other useful symbols, and users can create their own

Quick Specs

- Version:

4.0.0.402

- File size:
  22.14MB
- Date added:
  November 01, 2012
- Price:
  Free to try (30-day trial); $69.95 to buy
- Operating system:
  Windows 2000/XP/Vista/7
- Total downloads:
  45,430
- Downloads last week:
  299
- Product ranking:
  #18 in Word Processing Software
- Additional Requirements
  Not available
- See full specifications
- Add to my list
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stamps from images on their computers. Users can keep their annotations editable or save them permanently to the document.

PDF Annotator has a 30-day trial period. It installs a desktop icon without asking but uninstalls without issues. We strongly recommend this program to all users looking for an easy but multifeatured way to annotate PDF documents.

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CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: **Appointments**

DISCUSSION: The attached Resolution recommends appointment to various City Boards and Commissions whose terms have expired and/or where there is a vacancy.

Therefore, it is recommenced, that City Council approve the proposed Resolution making appointments to various City Boards and Commissions.

CITY MANAGER RECOMMENDATION:

- [x] 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

SOURCE OF FUNDS:

	Account Number	Amount
City		$ N/A
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Mayor's Office **DATE:** 4/30/13

REVIEWED BY: Robert E. Clark, Mayor R. Clark **DATE:** 4-30-13

COUNCIL MEETING DATE: 5/6/13

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 persons are hereby appointed to the office on May 6, 2013.

MONROE CITY RETIREE HEALTH CARE BOARD

Mike Gaynier
Ed Chakmakian
Charles McCormick
Toby Worrell
Rob Wright
Gregory Hill
George Brown
James Kansier
Robert Clark

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: CUSTER AIRPORT BAY HANGAR APRON REHABILITATION – MDOT FUNDING CONTRACT, CONSTRUCTION CONTRACT, AND CONSULTANT CONTRACT APPROVALS

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, and can be carried forward for up to four years for use. Our next major project is the rehabilitation of deteriorated sections of the concrete apron to the south of the main bay hangar building, which will include a mix of full depth concrete panel repair and replacement, partial depth panel repair and replacement, and joint and crack sealing designed to significantly extend the life of this seven-figure asset that is heavily used by many of our tenants. As with any project with Federal funding, the project is being programmed through MDOT, and bids were opened at the March 1 bid letting. There were five (5) bidders, and a bid tabulation, along with a recommendation to award from MDOT, is attached. The low bidder for the project is Florence Cement Company of Shelby Township, in the amount of $219,795.00, which is 8.17 percent below the Engineer's Estimate. They are pre-qualified by MDOT to perform this work, and while we have not worked with them in the recent past, we believe they are capable of carrying out all phases of the work.

The next step in the approval process is the acceptance of a funding contract between the City of Monroe and MDOT. Attached to this fact sheet is a resolution delineating the terms of the agreement, and the actual agreement itself. The primary language of the agreement is standard for MDOT Aeronautics contracts, and all of this is required if the City of Monroe is to accept Federal monies for these projects. Exhibit 1 illustrates the funding breakdown for this agreement, which is 90% Federal / 5% State / 5% Local. In this case, the City of Monroe is responsible for only $13,062 out of an expected expense of $261,229. Unlike MDOT roadway projects where MDOT actually enters into the construction contract with the vendor, for Aeronautics projects the City actually enters into the contract with the vendor, but under strict administrative guidance of MDOT and utilizing their contract and bonding forms. The proposed contract with and bonds for Florence Cement are attached with this fact sheet as well. Also, the City must enter into a contract directly for professional inspection, management, and testing services, and this also must be approved by MDOT. As with most of our airport projects, we utilize the skills of a specialized consultant, Reynolds, Smith, and Hills, to perform design and construction management on our behalf, and we have been very satisfied with their performance over the past nine (9) years. As such, we have asked them to prepare an extension of their previous design contract to include construction management services, and the attached proposal has been accepted by MDOT as reasonable in cost and form. It should be noted that the MDOT funding contract breakdown on exhibit 1 erroneously lists the costs of this consultant work as $27,000, while the actual agreement only calls for $24,000. As this is largely immaterial to the City in the overall funding package, there is no issue with leaving the higher amount in place to provide for additional project contingency.

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. Following approval by the City Council, these agreements will be forwarded to the Port Board for their May 15 meeting, and provided they have no objections, they will be executed and returned to the respective parties. It should be noted that as of this date, the Federal Aviation Administration has not yet released the fiscal year 2013 funding for projects such as this as has often been the case in previous years, so the exact timeframe of contract work is not known, though it is expected to occur sometime in the 2013 construction season, likely in our 2013-14 fiscal year as planned.

IT IS RECOMMENDED that the attached resolution be approved, and that the City share of the costs be appropriated as detailed in the financial information detail below. **IT IS FURTHER RECOMMENDED** that the City of Monroe enter into a construction contract with Florence Cement Company in the amount of $219,795.00 and that the Mayor or Clerk-Treasurer be authorized to execute it on behalf of the City. **IT IS FURTHER RECOMMENDED** that the City Council award a contract to Reynolds, Smith, and Hills, Inc. for construction engineering services in the amount of $24,000, and that the Director of Engineering and Public Services be authorized to execute it on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

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

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$277,029*
Cost of This Project Approval	$261,229**
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Includes this approval plus $15,800 in design costs for Reynolds, Smith & Hills as approved on 4/2/12 for this project.

**Includes construction costs, MDOT costs, contingencies, and construction management.

SOURCE OF FUNDS:

City	Account Number	Amount
Terminal Apron Rehab.	401-95.442-818.020 14A01	$13,062*

*Requires an additional appropriation of $262 from the Airport Fund from an account to be determined by the Finance Director as only $12,800 was included in the FY 13-14 budget for this project.

Other Funds	
State of Michigan – (5%)	$13,061
Federal Funds – (90%)	$235,106

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/30/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 6, 2013

RESOLUTION

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

WHEREAS, the concrete apron surface and other related elements are in poor condition, and

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

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

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

WHEREAS, the attached Terms and Conditions of Accepting Airport Improvement Program Grants, dated April 2012, also apply to all work undertaken as a part of said written contract,

NOW, THEREFORE, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 2013-0222 with the Michigan Department of Transportation for Federal Project Number D-26-0067-1312, along with the aforementioned terms and conditions; and

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

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

March 4, 2013

Mr. Pat Lewis, PE, City Engineer
120 East 1st Street
Monroe, MI 48161

Dear Mr. Lewis:

Subject: Monroe Custer Airport
Monroe, Michigan
Federal Project No.: D-26-0067-1312
Contract ID: 58419-118510
Recommendation to Award

Bids were received on the subject contract on March 1, 2013. Attached for your records is one copy of the Recommendation to Award and the Bid Tabulations.

The contracts will be mailed to Florence Cement Company, who will be instructed to furnish this office with proper bonds and insurance certificates. Upon receipt of the signed contracts from the low bidder, we will forward the contracts to you for signature by the authorized local officials.

If you have any questions, please call me at (517) 335-9282.

Sincerely,

Kelly Badra, Construction Contracts Specialist
Airport Services Division

Attachment

cc: Scott Davidson, Airport Manager
Patrick Frame, PE, Reynolds Smith & Hills
Carol Aldrich, AERO Project Manager
file

BID TABULATION AND RECOMMENDATION FOR CONTRACT AWARD
MDOT-Airport Services Division

Monroe Custer Airport
Monroe, Michigan

Federal Project No.: D-26-0067-1312 **Federal Item No.:** AL2044 **Contract ID:** 58419-118510

Description: Rehabilitation of apron at Monroe Custer Airport

Consultant: Reynolds Smith & Hills
Patrick Frame, PE
827 Willow Run Airport, 2nd Floor
Ypsilanti, MI 48198
Phone: 810-496-6742
email: Patrick.Frame@rsandh.com

Bids Submitted: Item No. 1303 002 - On Friday, March 1, 2013, at 10:30 a.m., LOCAL TIME, at the VANWAGONER BLDG, 1ST FLR ONE WEST CONF 425 W. OTTAWA ST., LANSING, MI 48933.

Engineer's Estimate-0% DBE ($239,337.50)

Bids Received: (Low Bid 8.17% below Engineer's Estimate)

Florence Cement Company	**$**	**219,795.00**
American Pavement Solutions, Inc.	$	221,178.50
Diversco Construction Company, Inc.	$	262,590.00
Scodeller Construction, Inc.	$	283,011.50
C & D Hughes, Inc.	$	325,347.50

Bids Opened By:)
Bids Recorded By:) Michigan Department of Transportation
Bids Read By:)

REMARKS: See attached Tabulation of Bids. The bids have been reviewed for bid improprieties according to the criteria in FAA's Order 5100.38. Notification of the Office of Inspector General will not be required.

Recommendation for Approval

1. As agent for the Monroe Custer Airport, MDOT-Airport Services Division recommends the award of Contract ID 58419-118510 as follows:

Florence Cement Company
12585 23 Mile Road
Shelby Township, MI 48315
Phone: 586-997-2666
Fax: 586-997-3966
email: doreenlammi@florencecement.com

Amount: **$219,795.00**

2. Award of this contract shall not be effective until the awardee is notified in writing.

Recommended for Approval Date: March 4, 2013

Rick Hammond, Administrator
Airport Services Division
MICHIGAN DEPARTMENT OF TRANSPORTATION

TABULATION OF BIDS

CALL ORDER : 002
LETTING DATE : 03/01/13 10:30 A.M.
CONTRACT ID : 58419-118510
REGION : UNIVERSITY
CONTRACT TIME : 45 Calendar Days
COUNTIES : Monroe County

CONTRACT DESCRIPTION :
Rehabilitation of apron at Monroe Custer Airport, city of Monroe, Monroe County.

PROJECT(S) : D-26-0067-1312

VENDOR RANKING :

RANK	VENDOR NO./NAME			TOTAL BID	% OF LOW BID	% OF EST
0	-EST-	ENGINEER'S ESTIMATE	$	239,337.50	108.8912%	100.0000%
1	00891	Florence Cement Company	$	219,795.00	100.0000%	91.8348%
2	02434	American Pavement Solutions, Inc.	$	221,178.50	100.6295%	92.4128%
3	02436	Diversco Construction Company, Inc.	$	262,590.00	119.4704%	109.7154%
4	03564	Scodeller Construction, Inc.	$	283,011.50	128.7616%	118.2479%
5	01682	C & D Hughes, Inc.	$	325,347.50	148.0232%	135.9367%

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(0) -EST- ENGINEER'S ESTIMATE UNIT PRICE	AMOUNT	(1) 00891 Florence Cement Company UNIT PRICE	AMOUNT	(2) 02434 American Pavement Solutions, UNIT PRICE	AMOUNT
SECTION 0001 Federal/State/Local								
0010 1000400	1.000	LS	20000.00000	20000.00	20000.00000	20000.00	20000.00000	20000.00
Mobilization and General Conditions								
0020 1000410	1.000	LS	10000.00000	10000.00	10000.00000	10000.00	10000.00000	10000.00
Safety and Security								
0030 4000531	340.000	Syd	10.00000	3400.00	25.00000	8500.00	9.00000	3060.00
Cold Mill Bituminous Pavement, Specified Thickness								
0040 4110631	50.000	Ton	175.00000	8750.00	340.00000	17000.00	225.00000	11250.00
Bituminous Aggregate Surface Course, 20AAAX Composition								
0050 6057001	17850.000	Lft	2.75000	49087.50	1.75000	31237.50	2.40000	42840.00
Misc. Reseal PCC Joints								
0060 6057001	750.000	Lft	3.00000	2250.00	2.75000	2062.50	3.00000	2250.00
Misc. Saw and Seal PCC Cracks								
0070 6200516	3000.000	Sft	1.00000	3000.00	1.25000	3750.00	0.23000	690.00
Airport Pavement Marking, Solid, Yellow								
0080 6200517	1500.000	Sft	1.00000	1500.00	1.65000	2475.00	0.23000	345.00
Airport Pavement Marking, Solid, Black								
0090 7517050	5.000	Ea	2500.00000	12500.00	1775.00000	8875.00	3220.00000	16100.00
Misc. Reconstruct Existing Drainage Structure, as specified								
0100 8007010	1660.000	Sft	17.00000	28220.00	14.00000	23240.00	26.90000	44654.00
Misc. PCC Ful Depth, Full Panel Replacement								

TABULATION OF BIDS

CALL ORDER : 002
LETTING DATE : 03/01/13 10:30 A.M.

CONTRACT ID : 58419-118510
REGION : UNIVERSITY

COUNTIES : Monroe County

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(0) -EST- ENGINEER'S ESTIMATE UNIT PRICE	AMOUNT	(1) 00891 Florence Cement Company UNIT PRICE	AMOUNT	(2) 02434 American Pavement Solutions, UNIT PRICE	AMOUNT
0110 8007010 Misc. PCC Ful Depth, Partial Panel Replacement	990.000 Sft	25.00000	24750.00	24.00000	23760.00	32.28000	31957.20
0120 8007010 Misc. PCC Full Depth Pavement Repair	770.000 Sft	85.00000	65450.00	73.50000	56595.00	32.28000	24855.60
0130 8007010 Misc. PCC Partial Depth Pavement Repair	110.000 Sft	63.00000	6930.00	80.00000	8800.00	87.97000	9676.70
0140 8007051 Misc. Inducting Loop Improvements	1.000 LS	3500.00000	3500.00	3500.00000	3500.00	3500.00000	3500.00
SECTION TOTALS		$	239,337.50	$	219,795.00	$	221,178.50
CONTRACT TOTALS		$	239,337.50	$	219,795.00	$	221,178.50

TABULATION OF BIDS

CALL ORDER : 002
LETTING DATE : 03/01/13 10:30 A.M.

CONTRACT ID : 58419-118510
REGION : UNIVERSITY

COUNTIES : Monroe County

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(3) 02436 Diversco Construction Compan UNIT PRICE	AMOUNT	(4) 03564 Scodeller Construction, Inc. UNIT PRICE	AMOUNT	(5) 01682 C & D Hughes, Inc. UNIT PRICE	AMOUNT
SECTION 0001 Federal/State/Local							
0010 1000400 Mobilization and General Conditions	1.000 LS	20000.00000	20000.00	20000.00000	20000.00	20000.00000	20000.00
0020 1000410 Safety and Security	1.000 LS	10000.00000	10000.00	10000.00000	10000.00	10000.00000	10000.00
0030 4000531 Cold Mill Bituminous Pavement, Specified Thickness	340.000 Syd	30.00000	10200.00	20.00000	6800.00	20.00000	6800.00
0040 4110631 Bituminous Aggregate Surface Course, 20AAAX Composition	50.000 Ton	450.00000	22500.00	400.00000	20000.00	300.00000	15000.00
0050 6057001 Misc. Reseal PCC Joints	17850.000 Lft	1.80000	32130.00	2.74000	48909.00	1.75000	31237.50
0060 6057001 Misc. Saw and Seal PCC Cracks	750.000 Lft	3.00000	2250.00	3.00000	2250.00	3.00000	2250.00
0070 6200516 Airport Pavement Marking, Solid, Yellow	3000.000 Sft	1.15000	3450.00	1.03000	3090.00	1.03000	3090.00
0080 6200517 Airport Pavement Marking, Solid, Black	1500.000 Sft	1.30000	1950.00	1.18000	1770.00	1.18000	1770.00
0090 7517050 Misc. Reconstruct Existing Drainage Structure, as specified	5.000 Ea	2200.00000	11000.00	1750.00000	8750.00	2000.00000	10000.00
0100 8007010 Misc. PCC Ful Depth, Full Panel Replacement	1660.000 Sft	30.00000	49800.00	31.25000	51875.00	60.00000	99600.00
0110 8007010 Misc. PCC Ful Depth, Partial Panel Replacement	990.000 Sft	41.00000	40590.00	33.25000	32917.50	60.00000	59400.00
0120 8007010 Misc. PCC Full Depth Pavement Repair	770.000 Sft	62.00000	47740.00	85.00000	65450.00	60.00000	46200.00
0130 8007010 Misc. PCC Partial Depth Pavement Repair	110.000 Sft	68.00000	7480.00	70.00000	7700.00	150.00000	16500.00
0140 8007051 Misc. Inducting Loop Improvements	1.000 LS	3500.00000	3500.00	3500.00000	3500.00	3500.00000	3500.00
SECTION TOTALS		$	262,590.00	$	283,011.50	$	325,347.50
CONTRACT TOTALS		$	262,590.00	$	283,011.50	$	325,347.50

3/1/2013

LETTING OF MARCH 01, 2013	ENG. EST.	LOW BID
PROPOSAL 1303002	$ 239,337.50	**$ 219,795.00**
PROJECT FM 58419-118510		
LOCAL AGRMT.		% OVER/UNDER EST.
START DATE - MAY 06, 2013		
COMPLETION DATE - 45 calendar days		-8.17 %

Rehabilitation of apron at Monroe Custer Airport, city of Monroe, Monroe County.

0.00 % DBE participation required

BIDDER	AS-SUBMITTED	AS-CHECKED	
Florence Cement Company	**$ 219,795.00**	**Same**	**1 ****
American Pavement Solutions, Inc.	$ 221,178.50	Same	2
Diversco Construction Company, Inc.	$ 262,590.00	Same	3
Scodeller Construction, Inc.	$ 283,011.50	Same	4
C & D Hughes, Inc.	$ 325,347.50	Same	5
Fiore Enterprises LLC			
Major Cement Co.			

5 Bidders

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

March 26, 2013

Monroe Custer Airport
Pat Lewis, PE, City Engineer
120 East 1st Street
Monroe, MI 48161

Dear Mr. Lewis:

Subject: Monroe Custer Airport
Monroe, Michigan
Project No.: D-26-0067-1312
Contract ID: 58419-118510
Construction Contract

Enclosed for your review and approval are three (3) copies of Construction Contract No. FM 58-04-C19 (Florence Cement Company) for rehabilitation of apron at Monroe Custer Airport.

Please arrange for the authorized local official to sign each copy of the construction contract; however, do not date them at this time. Return all three copies to this office for further processing. MDOT-Aeronautics will forward dated copies for your records upon formal contract award by the State.

Be advised that no construction work shall commence until the official "Notice to Proceed" is issued by this office.

If you have any questions or concerns, please call me at (517) 335-9282.

Sincerely,

Kelly Badra

Kelly Badra, Construction Contract Specialist
Airport Services Division

Enclosures

cc: Carol Aldrich, AERO Project Manager
Scott Davidson, Airport Manager
file

MICHIGAN DEPARTMENT OF TRANSPORTATION

In accordance with Act 327 of 1945

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

CONTRACT

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract Payment Express website (www.cpexpress.state.mi.us).

CONTRACT ID:	FM 58419-118510A	Item No.:
58419-118510	Federal Project No.: D-26-0067-1312	1303 002
	Federal Item No.: AL	

Rehabilitation of apron at Monroe Custer Airport, city of Monroe, Monroe County.

This AGREEMENT, Made this _____ day of _____ A.D., 20 _____ by and between the City of Monroe, party of the first part, and Florence Cement Company, a Michigan Corporation, 12585 23 Mile Rd, of Shelby Township, MI 48315-2623, party of the second part.

WITNESSETH, That the party of the second part, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and proposal therefore, and to the satisfaction of the said party of the first part, the work described herein, it being understood and agreed that said plans, specifications and proposal and all addenda thereto are to be considered as a part hereof.

Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the party of the first part or his authorized representative, prices for which are not included in the above items, the price or on the basis agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the party of the second part as to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

Start work within ten (10) days of the date specified in the written notice to proceed.

The entire contract shall be completed in/by forty-five (45) calendar days.

Liquidated damages will be assessed at the rate of $350.00 per calendar day for failure to complete the contract within the specified time limits.

Neither the contractor nor his subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, sex, height, weight, marital status, or disability; and they will require a similar covenant on the part of any Contractor or subcontractor employed in the performance of this contract. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P. L. 88-352, 78 Stat.241 as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act and will require a similar covenant on the part of any Contractor or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

City of Monroe

By: _____

_____

Item: 1303 002

Florence Cement Company

Contractor Corporation

By: _____

ANGELO S. LANNI, PRESIDENT

_____

_____

This Contract shall not be valid, effective or binding until fully executed by both the Contractor and the Sponsor.

This information required by
Act 327 of 1945 in order
to obtain surety guarantee.

1383 (07/08)

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

BONDS

ITEM # 1303 002

58419-118510 Monroe Custer Airport

(State Contract ID) (Airport Name)

Bond No. 1009500

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Florence Cement Company, a Michigan Corporation, as Principal and Hanover Insurance Company, as Surety, are held and firmly bound unto the City of Monroe and the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, as agent, in the penal sum of

Two Hundred Nineteen Thousand Seven Hundred Ninety Five Dollars And No Cents

dollars, lawful money of the United States, to be paid to the said City of Monroe and the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, for the agent or to their certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of March, A.D. 20 13.

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully, do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Florence Cement Company

Corporation Principal

By

By ANGELO S. LANNI, PRESIDENT

By

Hanover Insurance Company

Surety

By

Michelle Buechel, Attorney-in-fact

NOTE: If the principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Michigan Department of Transportion. The Surety Company shall attach a valid Power of Attorney of person or persons executing bond for the company.

Commission Received by: Guy Hurley Blaser & Heuer, LLC.

58419-118510 Monroe Custer Airport

(State Contract ID) (Airport Name)

Bond No. 1009500

LIEN BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Florence Cement Company, a Michigan Corporation as Principal, and Hanover Insurance Company, as Surety, are held and firmly bound unto the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, and City of Monroe, Michigan, as obligee, in the sum of

Two Hundred Nineteen Thousand Seven Hundred Ninety Five Dollars And No Cents

="dollars, lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of Transportation, Aeronautics Commission, or to its assigns, or to any person, firm or corporation who may furnish labor, materials, supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and each and every one of them firmly by these presents.

Sealed with our seals and dated this 15th day of March, A.D. 20 13.

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect."

Florence Cement Company

Corporation Principal

By

By ANGELO S. LANNI, PRESIDENT

By

Hanover Insurance Company

Surety

By

Michelle Buechel, Attorney-in-fact

58419-118510 **Monroe Custer Airport**

(State Contract ID) (Airport Name)

ENDORSEMENT

The provisions of the foregoing lien bond shall also apply to indebtedness described therein in the case of a subcontractor in which notice of the reliance of the security of the bond is not furnished within the time period provided in Act 213 of 1963, as amended, provided such notice is furnished within 60 days after final acceptance of the above described project by the owner or its authorized representative. Nothing in this endorsement shall be construed so as to limit the coverage provided for in said lien bond.

Florence Cement Company

Corporation Principal

By

By ANGELO S. LANNI, PRESIDENT

By

Hanover Insurance Company

Surety

By Michelle Buechel

Michelle Buechel, Attorney-in-fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas R. Guy, Paul M. Hurley, Robert D. Heuer, Michael D. Lechner, Margaret M. Kohloff, Carol A. Johnson, Michelle Buechel and/or Kristyn Langbeen

of **Troy, MI** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in Its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **29th** day of **December 2011**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **29th** day of **December 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15th day of March 2013.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

CONTRACT UNIT PRICES

LETTING: 130301
CALL : 002

CONTRACT	PROJECT(S)	CONTROL SECTION	FEDERAL PROJECT
58419-118510	118510A	58419	D-26-0067-1312

IN CONSIDERATION WHEREOF, SAID PARTY OF THE FIRST PART AGREES TO PAY TO SAID PARTY OF THE SECOND PART FOR ALL WORK DONE, THE FOLLOWING UNIT PRICES:

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
	SECTION 0001			
0010	Mobilization and General Conditions	1000400	1.000 LS	20000.0000
0020	Safety and Security	1000410	1.000 LS	10000.0000
0030	Cold Mill Bituminous Pavement, Specified Thickness	4000531	340.000 Syd	25.0000
0040	Bituminous Aggregate Surface Course, 20AAAX Composition	4110631	50.000 Ton	340.0000
0050	Misc. Reseal PCC Joints	6057001	17850.000 Lft	1.7500
0060	Misc. Saw and Seal PCC Cracks	6057001	750.000 Lft	2.7500
0070	Airport Pavement Marking, Solid, Yellow	6200516	3000.000 Sft	1.2500
0080	Airport Pavement Marking, Solid, Black	6200517	1500.000 Sft	1.6500
0090	Misc. Reconstruct Existing Drainage Structure, as specified	7517050	5.000 Ea	1775.0000
0100	Misc. PCC Ful Depth, Full Panel Replacement	8007010	1660.000 Sft	14.0000
0110	Misc. PCC Ful Depth, Partial Panel Replacement	8007010	990.000 Sft	24.0000
0120	Misc. PCC Full Depth Pavement Repair	8007010	770.000 Sft	73.5000
0130	Misc. PCC Partial Depth Pavement Repair	8007010	110.000 Sft	80.0000
0140	Misc. Inducting Loop Improvements	8007051	1.000 LS	3500.0000

AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Amendment made this 4 day of March, in the year of 2013, to the Agreement made on the 15th day of February, in the year of 2012.

BETWEEN THE Owner (hereinafter referred to as Sponsor),

City of Monroe, Michigan
120 East First Street
Monroe, Michigan 48161

and the Engineer (hereinafter referred to as the Consultant),

RS&H Michigan, Inc.
827 Willow Run Airport, 2nd Floor
Ypsilanti, Michigan 48198

for the following project:

Location: Monroe – Custer Airport, Monroe, Michigan

Description: Apron Rehabilitation

Changes: Article 3 – Payment, Phase (2) Construction to read as follows:

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30 and 1.31, a firm fixed fee not to exceed Twenty Four Thousand ($24,000.00) for Phase (2) Construction. A breakdown of the additional costs are included as Attachment C.

The fee described above shall be considered payment in full by the Sponsor to the Consultant for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions, for Phase (2) Construction.

IN WITNESS WHEREOF the parties hereto have fixed their hand this date first written above.

ACCEPTED BY THE SPONSOR

SIGNED IN THE PRESENCE OF

City of Monroe, Michigan

_____

By: _____

Authorized Representative of Sponsor

ACCEPTED BY THE CONSULTANT

SIGNED IN THE PRESENCE OF:

RS&H MICHIGAN, INC.

By:

Authorized Representative of Consultant

ATTACHMENT A-1
SCOPE OF SERVICES

MONROE CUSTER AIRPORT
MONROE, Michigan

Apron Rehabilitation
Construction Phase Services

This Scope of Services shall be in accordance with all the requirements of the Professional Services Agreement, dated February 15, 2012 and all subsequent amendments.

PROJECT DESCRIPTION

This project consists of construction phase services related to Apron Rehabilitation.

TASK 1- CONSTRUCTION ADMINISTRATION SERVICES

During this phase the consultant shall provide services to support construction that shall include, but not be limited to:

1.1 Review, on a timely basis, contractors' submittals required by the construction documents, including, but not limited to: shop drawings, test data, samples, materials, equipment, etc. and approve, reject, or otherwise advise on the conformance of such submittals to the requirements of the construction documents.

1.2 Provide on a timely basis, so as not to negatively impact the construction schedule, the MDOT AERO and the contractor with technical interpretations of the construction documents or any other Requests for Information (RFI) submitted by the contractors.

1.3 Review and concur with change order scope, cost and any modifications to the construction schedule.

1.4 Review and recommend for MDOT AERO acceptance or rejection any changes, modifications or substitutions proposed by the contractor. Written justification must accompany any recommendation or rejection.

1.5 Provide periodic on-site review/monitoring of construction materials, finishes and workmanship in conformance with the standards established in the construction documents. Consultant shall notify the MDOT AERO immediately, verbally and in writing, of any and all observed deviations and/or defects in material, finishes, equipment, systems or workmanship.

1.6 Prepare for and attend weekly construction progress meetings.

1.7 Compare test results against specification standard and notify the MDOT AERO of any concerns. Provide recommendations as needed to address concerns.

1.8 Participate in substantial completion inspections and prepare punch lists.

1.9 Participate during start-up of systems/facility commissioning process.

1.10 Prepare 'record drawings and update airport layout plan drawings'. These documents shall include all field changes recorded and incorporated during the project.

1.11 Prior to the expiration of construction or equipment warranties or guarantees, coordinate a site walk with contractor and MDOT AERO providing an inspection of the facility and provide a report of all observed defects in material, equipment and/or workmanship that are covered under the projects' warranties or guarantees.

1.12 All contact or direction given to the Contractor by the Engineer must first be reviewed and approved by the MDOT AERO.

1.13 At the conclusion of this phase, provide a copy of all meeting minutes for this phase.

TASK 2 – MATERIALS ACCEPTANCE TESTING

2.1 Consultant will provide materials acceptance testing for the project. Specific items shall include:

A. Concrete slump, air and flexural strength testing in accordance with the project specifications.

SCHEDULE

The following preliminary schedule is currently anticipated:

CONSTRUCTION ADMINISTRATION

Notice to Proceed	May 6, 2013
Construction Duration	45 Calendar Days
Substantial Completion	June 2013

Monroe Custer Airport
General Consultant Contract
Attachment C - Project Costs

Apron Rehabilitation - Construction Services

SCOPE / TASK TITLE	PROJ DIRECTORS	PROJ MGR	STAFF A/E	A/E	SENIOR TECHN	TECHN	ADMIN ASST/ WRD PROC	TOTAL
Construction Administration Services								
Task 1 - Construction Administration Services								
Task 1.1 Contractor Submittal Review			16				2	18
Task 1.2 Technical Plan Interpretations			8					8
Task 1.3 Change Orders			8					8
Task 1.4 Substitution Review			2					2
Task 1.5 Site Inspections			28					28
Task 1.6 Weekly Progress Meetings			26					26
Task 1.7 Material Acceptance Verification			8					8
Task 1.8 Substantial Completion Inspections and Punchlists		4	4					8
Task 1.9 Startup Inspections			4					4
Task 1.10 Prepare Record Drawings			12				8	20
Task 1.11 Warranty Inspections			4					4
Task 1.12 Coordination with MDOT		8	8					16
Task 1.13 Progress Meeting Minutes			8					8
TOTAL HOURS	0	12	136	0	0	0	10	158
RATE	$77.44	$64.32	$37.74	$27.19	$37.03	$26.85	$19.35	$38.59
TOTAL DIRECT LABOR $	$0	$772	$5,133	$0	$0	$0	$194	$6,099
OVERHEAD @	184.43%							$11,247
PROFIT @	11%							$1,908
TOTAL BURDENED LABOR @	3.16							$19,252
OTHER DIRECT NON-SALARY COSTS								
	# DWGS	# PAGES						
REPRODUCTION	@	@						
	$2.00	$0.25		#SETS				
Drawings	20			8				$320
Reports		80		8				$160
TOTAL REPRODUCTION								$480
	# PCKGS	# PCKGS						
POSTAGE/DELIVERY	@	@						
	$20.00	$3.00						
Construction Administration Packages	4	3						$89
TOTAL POSTAGE/DELIVERY								$89
SPECIALTY SUBCONSULTANTS								
Task 2 - Testing	Somat Engineering, Inc.							$3,300
TOTAL SPECIALTY SUBCONSULTANTS								$3,300
TRAVEL			Airfare @	Car @	Lodging @	Per Diem @		
	# People	# Days	$400	$100	$90	$80		
PreConstruction Meeting	1	1	$0	$100	$0	$0		$100
Site Visit Inspection/Weekly Progress Meeting	1	10	$0	$1,000	$0	$0		$1,000
Punchlist Inspection	1	1	$0	$100	$0	$0		$100
Final Acceptance Inspection	1	1	$0	$100	$0	$0		$100
								$1,300
MILEAGE	0	Miles @	$0.50					$0
TELEPHONE								$0
TOTAL ODC's								$5,169
							Total	$24,421
Total Proposed Fee for:	**Construction Administration Services**							**$24,000**

Somat Engineering, INCORPORATED

February 25, 2013
P130072

Mr. Michael Holdwick, P.E.
RS&H Michigan, Inc.
827 Willow Run Airport, Fourth Floor
Ypsilanti, Michigan 48198

Re: Proposal for Materials Acceptance Testing Services
Apron Rehabilitation
Monroe Custer Airport
Monroe, Michigan

Dear Mr. Holdwick:

We are pleased to submit this proposal to provide material testing services for the above referenced project. The following details our proposed scope of services and associated fees.

Project Information:

The project includes approximately 3,500 SF of Portland Cement Concrete patching. It is estimated by Somat that concrete paving will take approximately 6 days at 4 hours per day. The project is anticipated to take 45 calendar days, from May 2013 to July 2013.

The testing requirements were summarized in the RS&H Michigan, Inc. Scope of Services which we received on February 20, 2013. Our proposal is based on the assumption that all required testing will be performed in the field and at our laboratory, as required by the project specifications.

Proposed Scope of Work:

Cast-in-Place Concrete Testing

We will provide a qualified field engineering technician to perform the following cast-in-place concrete testing services:

- Monitor concrete placement operations and perform appropriate standard field tests.
- Perform Slump and Air tests per inspector's request and at minimum. 1 per Lot per specification.
- Mold flexural test beams at a frequency of 4 per Lot.

Test beams will be laboratory tested for flexural strength to evaluate compliance with the project specifications. We will cast a minimum of four concrete test specimens per pour.

For this project, we anticipate six (6) days will be required for concrete testing and up to 24 concrete strength test beams will be molded.

Engineering and Report

- Attend any requested meetings.
- Analyze field and lab data for conformance with the project specifications.
- Prepare and submit reports documenting the services provided and the results of our testing.
- Submit final reports within 2 weeks of final completion of the project.

No other testing is anticipated at this time. We will obtain permission from RS&H Michigan Inc. prior to performing any services beyond those previously outlined.

FEE:

For the estimated 6 days of material acceptance testing, the **LUMP SUM** fee for the services is **$3,300.00.**

We hope this information is sufficient to fulfill your present requirements. Should you have any questions or require further information, please do not hesitate to call.

We look forward to working with you on this project.

Sincerely yours,
SOMAT Engineering, Inc.

Steve Drummond, P.E.
Project Manager

G. Ramanujam, P.E.
Sr. Project Manager

Attachment: Cost Derivation

MONROE CUSTER AIRPORT
APRON REHABILITATION

Construction Material Testing

DIRECT LABOR

Classification	Person Hours	X	Hourly Rate	= Total Labor
Manager	4.0		$ 38.00	$ 152.00
Field Technician	40.0		$ 19.10	$ 764.00
Concrete Lab Technician	6.0		$ 23.50	$ 141.00
Total Hours	50.0		Subtotal Labor: =	$ 1,057.00

OVERHEAD

(Total Dir. Labor)	180.00%	Subtotal Overhead:	$ 1,902.60

OTHER DIRECT COSTS

Gradation	0	each	@	$ 100.00	/each	$ -
Compressive Strength Results	0	each	@	$ 50.00	/each	$ -
Vehicle Rental	0	months	@	$ 800.00	/month	$ -
(Receipt will be provided)						
				Subtotal Other Direct Costs	=	$ -

PROFIT

(Total Labor + Overhead)	X	11%	$ 325.56

TOTAL COST: $ 3,285.16

LUMP SUM TOTAL : $ 3,300.00

25-Feb-13 P130072

CONTRACT NO. 2013-0222
FEDERAL PROJECT NO. D-26-0067-1312

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF MONROE

CONTRACT FOR A FEDERAL/STATE/LOCAL

AIRPORT PROJECT

UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (DEPARTMENT) and City of Monroe (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Monroe Custer Airport, whose associated city is Monroe, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated April 15, 2013, attached hereto and made a part hereof.

PROJECT DESCRIPTION: REHABILITATE APRON - TERMINAL.

RECITALS:

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

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

The DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act.

The parties agree that:

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

THE SPONSOR WILL:

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

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

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

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

4. With regard to audits and record-keeping:

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

   b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this

Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

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

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

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

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

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

   The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to the DEPARTMENT semi-annually in the format set forth in Appendix G, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to the DEPARTMENT.

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

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

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on _____.

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.

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

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

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

IT IS FURTHER AGREED:

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

Federal Share	$235,106.00
Maximum DEPARTMENT Share	$13,061.00
SPONSOR Share	$13,062.00
Estimated PROJECT COST	$261,229.00

12. The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum DEPARTMENT obligation shown in Section 11.

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

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

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

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

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

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

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

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

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

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

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

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

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

20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

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

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

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

22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

    The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

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

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

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

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

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

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

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

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

CITY OF MONROE

By: _____

Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____

Title: Department Director

EXHIBIT 1

MONROE CUSTER AIRPORT
MONROE, MICHIGAN

Project No. D-26-0067-1312
Contract No. FM 58-04-C19

April 15, 2013

	Federal	State	Local	Total
ADMINISTRATION	$900	$50	$50	$1,000
DEPARTMENT-AERO	$900	$50	$50	$1,000
ENVIRONMENTAL	$0	$0	$0	$0
DESIGN	$0	$0	$0	$0
CONSTRUCTION	$224,815	$12,490	$12,490	$249,795
Rehabilitate Apron - Terminal	$197,815	$10,990	$10,990	$219,795
AERO - Construction	$2,700	$150	$150	$3,000
CONSULTANT - Construction	$24,300	$1,350	$1,350	$27,000
CONTINGENCIES	$9,391	$521	$522	$10,434
Construction Contingency	$9,391	$521	$522	$10,434
TOTAL PROJECT BUDGET	**$235,106**	**$13,061**	**$13,062**	**$261,229**

Federal Billing Breakdown:	Bill #1	$85,106	SBGP 8512
	Bill #2	$150,000	SBGP 8813

MAC Approval: 1/23/13

ATTACHMENT 1

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS THE CONTRACTS

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

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

3. The DEPARTMENT is authorized by the SPONSOR pursuant to this Contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:

    a. Prequalification of bidders will be determined by the DEPARTMENT in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work."

    b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.

    c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances that affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if applicable, will reject the bids.

    d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT will be deemed to be PROJECT COSTS.

e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports." The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA, if applicable, and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then to the SPONSOR for execution.

f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."

g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports," and upon receipt of a request from the SPONSOR, the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.

h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."

i. The SPONSOR, upon presentation of the contract documents by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraphs b and c above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."

j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.

4. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts between the prime contractor and the subcontractor on behalf of the SPONSOR. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

5. Should termination of a construction contract pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT will be given immediate written notice by the SPONSOR.

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

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

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

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

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

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

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

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

9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes,

provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

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

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

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

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

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

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

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

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Revised June 2011

Appendix B

(Aeronautics)

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

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

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

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

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

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

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

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

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

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

(Revised October 1, 2005)

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

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

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

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

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

Airport Name: Monroe Custer Airport
Associated City: Monroe, Michigan
Project No: D-26-0067-1312

APPENDIX F

SPECIAL CONDITIONS

1. RUNWAY PROTECTION ZONES. The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:

   a. Existing Fee Title Interest in the Runway Protection Zone.
   The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for navaids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.

   b. Existing Easement Interest in the Runway Protection Zone.
   The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

   c. Future Interest in the Runway Protection Zone.
   The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zone(s) for Runway(s) that presently are not under their control within ten years of this grant agreement. Said interest shall provide the protection noted in above Subparagraphs a. and b.

2. EXHIBIT A. It is understood and agreed by and between the parties hereto that notwithstanding the fact that this Grant Offer is made and accepted upon the basis of the Exhibit "A" property map, the Sponsor hereby covenants and agrees that it will update said Exhibit "A" property map to standards satisfactory to the Department and submit said documentation in final form to the Department for approval. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" property map is an eligible administrative cost for participation within the scope of this project.

3. ENVIRONMENTAL COMPLIANCE. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable environmental regulations in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.

4. BUY AMERICAN REQUIREMENT. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

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

   a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or

   b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or

   c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:

      (1) become members of or affiliated with a labor organization, or

      (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

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

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by the assurance in Section III.C.11 of the "Terms and Conditions of Accepting Airport Improvement Program Grants." The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

(1) location of all runways, taxiways, and aprons;
(2) dimensions;
(3) type of pavement, and;
(4) year of construction or most recent major rehabilitation.

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

b. **Inspection Schedule.**

(1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.

(2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed is below:

(1) inspection date,
(2) location,

(3) distress types, and
(4) maintenance scheduled or performed.

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

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

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

7. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF $250,000. The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

(1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

(2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

(3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).

(4) Qualifications of engineering supervision and construction inspection personnel.

(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted

for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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

9. DBE PLAN. It is understood and agreed by and between the parties hereto that the Sponsor shall not issue any invitations for bids for work described on Page 1 of the Grant Agreement, nor shall the United States be obligated to make payment representing its share of the project cost, until the FAA has updated Disadvantaged Business Enterprises Program goals as specified by the FAA, Great Lakes Region, Civil Rights Office letter.

According to the federal requirement 49 CFR Part 26, Participation by Minority Business Enterprise in Department of Transportation Programs, recipients of FAA funds shall submit overall DBE goal information annually. As recipient of this block grant, the Department accepts this responsibility.

Michigan Department
Of Transportation
0165 (07/10)

APPENDIX G

Prime Consultant Statement of DBE Sub-Consultant Payments

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

PRIME CONSULTANT	☐ CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.	CONTRACT NO.
BILLING PERIOD:		Check if Final Payment ☐	JOB NO.

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

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

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (signature)	TITLE	DATEMDO

FOR MDOT USE ONLY

COMMENTS:

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

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORZIED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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

April 2012

U.S. Department
of Transportation
Federal Aviation
Administration

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 statue 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. Single Audit Act Requirements. Single Audits are required in accordance with the Single Audit Act of 1984 (as amended) and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organization," as referenced in Federal Regulation 49 CFR Part 18.26. Non-federal entities (airport sponsors including sub-grants recipients under the FAA's State Block Grant Program) that expend $500,000 or more of federal funds in the sponsor's fiscal year must have a single or program-specific audit conducted for that year. The $500,000 threshold represents all federal funding sources, not just grants from the Federal Aviation Administration. Note: Airport sponsors that are part of a larger government entity (city or county) commonly are covered by the larger entity's Single Audit submission, and should coordinate with such entity to ensure this submission fulfills their audit requirement. The audit report is due from the sponsor by the earlier date of either 30 days after receipt of the auditor's report(s), or nine months after the end of the sponsor's fiscal year end date and must be submitted electronically to the Federal Audit Clearinghouse (FAC).

L. 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).

M. Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at *http://www.ccr.gov*).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

   a. A Governmental organization, which is a State, local government, or Indian Tribe;

   b. A foreign public entity;

   c. A domestic or foreign nonprofit organization;

   d. A domestic or foreign for-profit organization; and

   e. A Federal agency, but only as a subrecipient under an award or subaward toa non-Federal entity.

4. *Subaward:*

   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations").. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

   a. Receives a subaward from you under this award; and

   b. Is accountable to you for the use of the Federal funds provided by the subaward.

   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

III. **Assurances**. The following FAA document titled *Assurances Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions

Assurances
Airport Sponsors
April 2012

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 Construction[1]
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. Sponsors of commercial service airports 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. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

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 Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans 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. The following exceptions apply to this paragraph:

(1) 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.

(2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

(3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

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; (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. 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 except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

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) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be

considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

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, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) 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: 1/25/2012

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
150/5100-13B	Development of State Standards for Non Primary Airports
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
150/5210-13C	Airport Water Rescue Plans 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)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
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
150/5300-7B	FAA Policy on Facility Relocations Occasitioned by Ariport Imrpovement or Changes
150/5300-13 and Changes 1 –18	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

NUMBER	TITLE
150/5300-17C	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
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
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30F	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
1505345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	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
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	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
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	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
150/5345-51B	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
150/5345-56B	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

NUMBER	TITLE
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	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
150/5395-1	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

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, permitee, 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, leasee, permitee, 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, permitee, 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: NAVARRE LIBRARY LIGHTING UPGRADE – REPORT ON BIDS RECEIVED

DISCUSSION: Through the fiscal year 2012-13 Capital Improvements Program, $40,273 is available in unallocated funding for an upgrade to the lighting system at Navarre Library. Since this facility serves a large number of low-to-moderate income persons, capital improvements projects are eligible for funding through the City's annual Community Development Block Grant (CDBG) entitlement. This project was originally bid in summer 2011, but was unable to be awarded, as the low bid of $32,494 was significantly higher than the funding that had been budgeted at that time. As such, additional funding was provided during fiscal year 2012-13, and the project was re-bid, with an opening date of April 8, 2013. The project as bid included complete replacement of all light fixtures, ballasts, and housings to accommodate light emitting diode (LED) bulbs. While complete replacement of all elements of every light is not necessarily strictly required for functionality, this project and its eligibility through the CDBG program seems an opportune time to replace these outdated elements entirely. It should be noted that the Department of Housing and Urban Development (HUD), the agency administering CDBG funds, typically does not allow project work of strictly a "maintenance" nature such as simply bulb replacement, so this project must include predominantly capital replacement work to be an eligible project.

There were three (3) bidders, and a bid tabulation is attached for your review. The low bidder is Phare Truth General Contracting from Rockwood, Michigan. Unfortunately, their lump sum low bid of $43,244.35 was above the Engineer's Estimate of $35,000 (which was based on the original low bid from 2011), and beyond the remaining available funding of $40,273 for the project. They appear to be very qualified to perform the full range of project activities, and have experience performing this type of work on other CDBG contracts in the area. It should be noted that $4,727 remains encumbered in a purchase order to James S. Jacobs Architects, PLLC as awarded by the City Council on August 15, 2011 for construction administration services for this project, and they have recently confirmed that this remaining funding will be adequate to complete their work activities associated with this contract. Immediately following the bid opening, the low bidder suggested to City staff that it might be possible to minimize the scope of the project somewhat to allow for the costs to come in under the allocated funding. Since there were only three (3) bidders, rather than re-bidding the project completely, after consultation with HUD and Jacobs Architects, City staff determined that offering the opportunity to all bidders to offer a deduction for a change in scope to only replace bulbs and ballast was acceptable, and a post-bid addendum was prepared and provided to all bidders on Tuesday, April 23, with a due date of Friday, April 26 at 3:00 P.M. While the second low bidder declined to provide a revised price, the other two bidders did return with revised pricing, and the submitted documentation is attached for your review. It appears that both bidders had a substantially different understanding of the intent of the addendum, and as a result, a very large spread in revised bids resulted, with Phare Truth (original bid $43,244.35) lowering their price to $30,147.84 and Allied Building Services, Inc. (original bid $49,420.00) lowering their price to $17,520.00, both of which are now within the budgeted funding. As per normal, Jacobs Architects reviewed the submitted revised bids, and their analysis and recommendation is attached. While this situation is highly unusual, it appears that only the original low bidder revised the scope in such a fashion that HUD would approve of the project. As the original spread between the two bidders was over $6,000, it is highly unlikely that Allied would be able to make up this difference if they were to be offered the opportunity to quote Phare Truth's revised scope. Since enough bid information is now known, it seems unfair to continue this somewhat informal bid process any longer. The primary goal of obtaining a bid for a project scope that is both within the budgeted funding and can be approved by HUD has now been met, and it appears fair that this revised scope should be awarded to the original low bidder, who appears to be qualified for the work. However, the Engineering Department would recommend also that the entire remaining budget be allocated for contingencies, as it would still be preferable to replace as many fixtures as might still be possible by soliciting additional pricing for individual replacements following award.

IT IS RECOMMENDED that the City Council award the above contract, to Phare Truth General Contractors, Inc. in the amount of $30,147.84, that a total of $40,273 be encumbered for project contingency and to provide for additional fixture replacements, and that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: No later than May 20, 2013

REASON FOR DEADLINE: Bids are only good for forty-five (45) days.

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Navarre Library users and staff

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$47,773**
Cost of This Project Approval	$40,273
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Includes $7,500 in previously-approved construction management contract plus this award. Previous design activities were also expended, but the $13,400 award included previous facility improvements as well and were not tracked separately for this lighting replacement project.

SOURCE OF FUNDS:

City	Account Number	Amount
Navarre Library Lighting Upgr.	401-95.265-818.020 12C05	$40,273.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/01/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 6, 2013

LIGHTING MODIFICATIONS FOR CITY OF MONROE NAVARRE LIBRARY - BID TABULATION - APRIL 8, 2013

BID RANK	CONTRACTOR	LUMP SUM BID AMOUNT
0	ENGINEER'S ESTIMATE	$ 35,000.00
1	PHARE TRUTH GENERAL CONTRACTORS	$ 43,244.35
2	REGENT ELECTRIC, INC.	$ 45,537.00
3	ALLIED BUILDING SERVICES, INC.	$ 49,420.00

Prepared by Patrick M. Lewis, P.E. 4/26/2013

Lewis, Patrick

From: Phare Truth General Contracting INC [pharetruth@hotmail.com]
Sent: Wednesday, April 24, 2013 4:40 PM
To: Lewis, Patrick; jimj@jsjacobsarch.com
Subject: Navarre Library Revised
Attachments: RevisedMonroeLibraryQuote.pdf

Hello
Please see the attached revised quote for Lighting Modification for City of Monroe Navarre Library.
Please confirm receipt of this email and attachment. Please call if you have any questions.
Thank you,
Barb

PHARE TRUTH GENERAL CONTRACTING
32117 Fort Road
Rockwood, MI 48173
(734) 671-1010
(734) 671-8799 Fax

ADDENDUM NO. 2

Lighting Modifications for City of Monroe Navarre Library

City of Monroe
120 East First Street
Monroe, Michigan 48161
Bids Due: Monday, April 8, 2013 (Past Due)
3:00 PM, Local Time
(734) 384-9126
(734) 384-9108-fax

The Contract Documents identified by the title above are amended to include the supplemental information and instructions as listed below and attached to this addendum, which shall become an integral part of the Contract Documents.

1. **Due to the fact that all bids received were in excess of the available project funding, rather than re-bidding the project, the City of Monroe will be accepting revised quotations from all three (3) bidders that submitted bids on April 8 for the total project bid with the following change:**

   E-1 FLOOR PLANS – DEMOLITION, LIGHTING, LEGEND AND SPECIFICATIONS

   Revision: *Contractor to provide quote to re-lamp and re-ballast existing light fixtures in lieu of replacing existing light fixtures with new. Contractor to also include the cleaning of existing light fixtures.*

   Contractor shall submit a REVISED lump sum bid price with the above change in scope no later than 3:00 P.M., Friday, April 26, to Patrick M. Lewis, P.E., Director of Engineering and Public Services, 120 East First Street, Monroe, MI 48161. Quotation forms may also be faxed to 734-384-9108 or emailed to Patrick.lewis@monroemi.gov, in each case by the deadline listed above. Bids received before the deadline will not be revealed to any other party for any reason.

   Any questions on this Addendum shall be submitted to the Architect, James J. Jacobs Architects, PLLC, 25 Washington Street, Monroe, MI 48161, 734-241-7933, jimj@jsjacobsarch.com.

   The City of Monroe intends to award a contract for this work at the May 6, 2013 City Council meeting. Due to the delay in award, the completion date will be extended three (3) weeks beyond that listed in the bid documents, to July 21, 2013.

Issued by: City of Monroe Engineering Department
Dated: April 23, 2013

Barbara Driscoll
Phare Truth General Contracting
Bidder's Name (Printed)

$ 30,147.84
Revised Lump Sum Total Bid

Bidder's Signature

4-24-13
Date

Original Price Breakdown		Revised Price Breakdown	
Light fixtures:	$21,459.75		$11,556.35
Freight for fixtures:	$100.00		$100.00
Bond:	$1,350.00		$878.09
Wire, Pipe, & Incidentals:	$1,645.00		$1,350.00
Drywall patching:	$1,640.00		$1,345.00
Labor: $53.28/hr x 320 hrs:	$17,049.60	$53.28 x 280 hrs:	$14,918.40
Total:	$43,244.35		$30,147.84

Original Quote: $43,244.35
Revised Quote: $30,147.84
Savings of: $13,096.51

04/24/13 8:52 AM

WYANDOTTE ELECTRIC SUPPLY COMPANY
JOB QUOTATION
for
PHARE TRUTH

JOB: NAVARRE LIBRARY Quote: 6811901 Due Date: 04/08/2013

QTY	TYPE	VENDOR	DESCRIPTION	LAMP(S)	U/M	PRICE	Extention
3	EX	DUAL-LIT	HCXURWRC 12	-	E	91.60	274.80
3	EMR	DUAL-LIT	AS80- 2 HEAD INDUSTRIAL EM UNIT	-	E	400.85	1202.55
3	EM	DUAL-LIT	LM56D-O	-	E	119.00	357.00
2	F2	NEWMARK	SUD4-C-A-32-1-A/A-UN FZ-AH	2-FO32/835/ECO	E	248.05 +Freight Charge	496.10
1	F3	NEWMARK	SUD2-C-A-17-1-A/A-UN -FZ-AH	2-FO17/835/ECO	E	212.80 +Freight Charge	212.80
2	F4	COLUMBIA	AD4-132-EPU-PAF	1-FO32/835/ECO	E	89.80	179.60
20	A	PRSCOLIT	RHD60150EB120V STH 602 TRG B24	1-MP50/U/MED	E	272.05	5441.00
3	A1	PRSCOLIT	RHD60150EB120VQR STH 602 QR/DCB TRG B24	1-MP50/U/MED	E	372.95	1118.85
5	B	PRSCOLIT	CFT832HEB STF802 TRG B24 LP32T35KGE	-	E	105.45	527.25
4	SOS	HUBBELL	LHMTS1W	-	E	86.45 +Freight Charge	345.80
94	F1	UNIVERSA	B232IUNVHP-N 2L 32W T8 120/277V "N"CAN	-	E	10.00	940.00
188	F1	SYLVANIA	FO32/835/ECO 3500K 85CRI T8 32W 30,000HR	-	E	2.45	460.60
0	F1	P&S	13053-UN SHORT 1-1/2"SLIDE ON BIPIN SKT		E	1.65	.00

TOMBSTONES,WHERE NEEDED

TOTAL: $11,556.35

QUOTATION TERMS: Prices based on acceptance of entire quotation. This quotation is based upon our interpretation of the specifications. Quantities are not guaranteed they are for reference only. Items quoted as alternates are subject to the approval of the contractor, owner, and/or architect/engineer. Prices do not include sales tax. Prices are subject to change without notice. Preshipment of anchor bolts are subject to freight charges. Payment terms are net 30 days.Time/Price differential charges of 1.5% per month will be calculated on all invoices that are not paid and past due over 30 days. Goods will be shipped after receipt of your Purchase Order, providing all necessary technical information,and drawing approval(s)if required by architect/engineer.

WYANDOTTE ELECTRIC SUPPLY COMPANY
JOB QUOTATION
for
PHARE TRUTH

JOB: NAVARRE LIBRARY Quote: 6811901 Due Date: 04/08/2013

QTY	TYPE	VENDOR	DESCRIPTION	LAMP(S)	U/M	PRICE	Extention
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3	EM	DUAL-LIT	LM56D-0	-	E	119.00	357.00
2	F2	NEWMARK	SUD4-C-A-32-1-A/A-UN FZ-AH	2-FO32/835/ECO	E	248.05 +Freight Charge	496.10
1	F3	NEWMARK	SUD2-C-A-17-1-A/A-UN -FZ-AH	2-FO17/835/ECO	E	212.80 +Freight Charge	212.80
2	F4	COLUMBIA	AD4-132-EPU-PAF	1-FO32/835/ECO	E	89.80	179.60
20	A	PRSCOLIT	RHD60150EB120V STH 602 TRG B24	1-MP50/U/MED	E	272.05	5441.00
3	A1	PRSCOLIT	RHD60150EB120VQR STH 602 QR/DCB TRG B24	1-MP50/U/MED	E	372.95	1118.85
5	B	PRSCOLIT	CFT832HEB STF802 TRG B24 LP32T35KGE	-	E	105.45	527.25
4	SOS	HUBBELL	LHMTS1W	-	E	86.45 +Freight Charge	345.80
94	F1	UNIVERSA	B232IUNVHP-N 2L 32W T8 120/277V "N"CAN	-	E	10.00	940.00
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0	F1	P&S	13053-UN SHORT 1-1/2"SLIDE ON BIPIN SKT		E	1.65	.00

TOMBSTONES,WHERE NEEDED

TOTAL: $11,556.35

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Lewis, Patrick

From: Sol Einhorn [seinhorn@teamallied.com]
Sent: Friday, April 26, 2013 9:19 AM
To: Lewis, Patrick
Subject: Navarre Library Lighting Modifications
Attachments: Document.pdf

Mr. Lewis,

Attached is our quote for Addendum # 2. Also attached is the detailed scope of work associated with addendum #2.
Please call me with any questions.

Thanks,

Sol Einhorn
Allied Building Service
1801 Howard St
Detroit,MI 48216

(248)882-2152 Cell
(313)230-0762 Direct
(313)230-0811 Fax
seinhorn@teamallied.com

ADDENDUM NO. 2

Lighting Modifications for City of Monroe Navarre Library

City of Monroe
120 East First Street
Monroe, Michigan 48161
Bids Due: Monday, April 8, 2013 (Past Due)
3:00 PM, Local Time
(734) 384-9126
(734) 384-9108-fax

The Contract Documents identified by the title above are amended to include the supplemental information and instructions as listed below and attached to this addendum, which shall become an integral part of the Contract Documents.

1. **Due to the fact that all bids received were in excess of the available project funding, rather than re-bidding the project, the City of Monroe will be accepting revised quotations from all three (3) bidders that submitted bids on April 8 for the total project bid with the following change:**

   E-1 FLOOR PLANS – DEMOLITION, LIGHTING, LEGEND AND SPECIFICATIONS

   Revision: *Contractor to provide quote to re-lamp and re-ballast existing light fixtures in lieu of replacing existing light fixtures with new. Contractor to also include the cleaning of existing light fixtures.*

   Contractor shall submit a REVISED lump sum bid price with the above change in scope no later than 3:00 P.M., Friday, April 26, to Patrick M. Lewis, P.E., Director of Engineering and Public Services, 120 East First Street, Monroe, MI 48161. Quotation forms may also be faxed to 734-384-9108 or emailed to Patrick.lewis@monroemi.gov, in each case by the deadline listed above. Bids received before the deadline will not be revealed to any other party for any reason.

   Any questions on this Addendum shall be submitted to the Architect, James J. Jacobs Architects, PLLC, 25 Washington Street, Monroe, MI 48161, 734-241-7933, jimj@jsjacobsarch.com.

   The City of Monroe intends to award a contract for this work at the May 6, 2013 City Council meeting. Due to the delay in award, the completion date will be extended three (3) weeks beyond that listed in the bid documents, to July 21, 2013.

Issued by: City of Monroe Engineering Department
Dated: April 23, 2013

Allied Building Service	$ 17,520.00
Bidder's Name (Printed)	Revised Lump Sum Total Bid
	April 26, 2013
Bidder's Signature	Date

• Building Services • Construction • Contracting • Cleaning • Supplies

Proposal #ABS.PJ-10026

4/26/2013

City Of Monroe
Patrick Lewis
120 East First St
Monroe,MI 48161

Phone: (734)384-9126
Fax: (734)384-9108

Job Information

Navarre Library Lighting Mod

Job Info: Electrical

Allied proposes to complete the following work:

- Replace (3) exit signs with LED units
- Supply and install(3) remote battery back up units
- Supply and install(3)battery back up emergency lights
- Retrofit F1,F2,F3,F4 fixtures with DTE approved ballast and T8 lamps
- Install LED, floodlights in Type A & A1 fixtures
- Install LED ,A lamp in type B fixtures
- Supply and install (4) occupancy sensors
- Emergency wiring per print
- Provide permit and recycling

All for the sum of: $17,520.00 **Payment Terms:**

This proposal was prepared for you by: **Sol Einhorn**

All the above work is to be completed during the hours of **Per Scope, Per scope**
Service Contract Act wages, Davis-Bacon Act wages, permits and inspections are not included unless stated otherwise.

Work Acceptance: Please fax approved proposals to (313) 230-0810 so the work may be scheduled.

By signing and dating this proposal, I hereby approve the work to be completed as stated. I agree to pay for the work according to the payment terms as stated. An interest charge of 1.5% per month (18% per annum) will be added to all invoices that are not paid within the payment terms as listed above.

We will honor this quote and it's pricing for 30 days.

1801 Howard Street
Detroit, Michigan 48216
Phone (313) 230-0800 Fax (313) 230-0810
WWW. TEAMALLIED.COM

Allied is an Equal Opportunity Employer

JAMES S. JACOBS ARCHITECTS, PLLC
25 WASHINGTON STREET • MONROE, MICHIGAN 48161 • (734) 241-7933

April 29, 2013

City of Monroe
Attn. Patrick Lewis P.E., Director of Engineering & Public Service
120 East First Street
Monroe, Michigan 48161

Re.: Architect's Recommendation for Award of Bid.
Lighting Modification for City of Monroe Navarre Library

Dear Pat,

We have reviewed the original bids and the additional Post Bid Addendum#2 pricing, as requested, offering the following recommendations for your consideration.

The resulting Post Bid Addendum#2 pricing was interpreted differently by each bidder. Consequently, a large spread in pricing resulted. Following review of these with Matt Wallace, City Grant Administrator, it was determined one scope met the Grant requirements and the other did not. With this in mind, we offer the following three recommendations.

Recommendation #1:

It is our opinion, Phare Truth General Contracting, the original low bidder, be awarded the contract as revised by the Post Bid Addendum#2 in the contract amount of thirty thousand one hundred forty-seven ($30,147.84) dollars and eighty-four cents as this work is within the current budget and meets the Grant requirements, according to City staff.

Recommendation #2:

It is our opinion, Allied, the original high bidder, be awarded the contract as revised by the Post Bid Addendum#2 in the contract amount of seventeen thousand five hundred twenty ($17,520.00) dollars with the understanding that this work is within budget but does **NOT** meet the Grant requirements and funding for the project would have to come from the City's General Funds, according to City staff.

James S. Jacobs Architects, PLLC appreciates this opportunity to be of service to you on this project. Should you have any questions, I can be reached by email at jimj@jsjacobsarch.com or by phone at 734-241-7933.

Sincerely,
JAMES S. JACOBS ARCHITECTS, PLLC

James S. Jacobs, AIA

cc: Matt Wallace

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Acquisition of Property Located at 1509 East Front Street for the Purposes of Public Recreation and River Raisin Habitat Restoration

DISCUSSION: Through the efforts to the City of Monroe Commission On The Environment (COTE), the River Raisin Area of Concern Remedial Action Plan, and funding from Great Lakes Restoration Initiative (GLRI); the City has partnered to restore the water quality and recreational amenities offered by the River Raisin. One of the identified use impairments are historic impacts to fish and wildlife habitat. These existing impacts limit the fishery, impede access, and degrade the recreational values of the River. The City recently completed a GLRI funded project to install erosion control and restore the banks of Sterling Island adjacent to the City's Hellenberg Field property. Other recent projects in this area include the low-head dam removal, which allows fish to travel upstream and utilize previously inaccessible areas of the River.

The property adjacent to Sterling Island, on the south bank of the river, was recently marketed for sale by the current owner. This property has most recently been used as a party store and marina. The property also contains a single family residential structure that is in poor condition. Acquisition of this property by the City would further the goals of the River Raisin Remedial Action Plan by making possible the removal of additional habitat impairments along the River and further restoration of the River bank in this area. It is anticipated that the City will pursue grant funds and alternate funding sources to remove the docks and structures on the property, and naturalize the River bank in this area.

A voluntary purchase agreement was negotiated with the Seller (attached). The proposed purchase price for the property is $89,900.00, and the City has agreed to pay for any associated costs related to environmental surveys of the property. Due to the past use of the property and common knowledge that there was a fuel storage tank previously located on the property, the City has requested an extended (120 days) inspection period to complete its due diligence. It is anticipated that Phase I and Phase II Environmental Site Assessments (ESA's) and a possible Baseline Environmental Assessment (BEA) will be required to protect the City from potential environmental liability. The Economic and Community Development Department plans to apply for an assessment grant from the Downriver Community Conference Brownfield Consortium to cover these assessment costs. However, the costs associated with these environmental efforts if not grant funded are estimated to be $12,000.00. The Seller will be responsible for providing a title insurance policy for the property.

The City Attorney, Mr. Ready, has reviewed the proposed purchase agreement and found it acceptable for consideration by the City Council. To cover the cost of the acquisition, the City Finance Director, Mr. Sell, has recommended that the Council consider utilizing Capital Project Fund Balance Reserve for this purchase.

IT IS RECOMMENDED that City Council authorize the purchase of property located at 1509 East Front Street for the agreed-upon purchase price of $89,900.00. It is further recommended that the City Council authorize the City Manager to execute the purchase agreement and all necessary documentation for acquisition of the property, with a budget not to exceed $101,900.00 designated in the Capital Project Fund Balance Reserve.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 7, 2013

REASON FOR DEADLINE: To provide a timely response to the Seller.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N.A.

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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Public Services, Finance Department, Economic and Community Development Department, City Manager's Office, and current property owners.

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 101,900.00
Cost of This Project Approval	$ 101,900.00
Related Annual Operating Cost	$ 1,200.00
Increased Revenue Expected/Year	$ ($3,300.00)*

* Property will become tax exempt.

SOURCE OF FUNDS:

City	Account Number	Amount
Capital Project Fund Balance Reserve	TBD	$101,900.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Dir. of Economic and Community Development **DATE:** 04/30/13

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

COUNCIL MEETING DATE: May 6, 2013

Geographic Information System (GIS)
Engineering Department

1 inch = 98 feet

April 15, 2013

City of Monroe

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DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various cities, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City of Monroe does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City of Monroe does not represent that the GIS data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

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Commercial Board of REALTORS®

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FCG

H. William Freeman

Freeman Cotton & Gleeson PLC

33 Bloomfield Hills Parkway, Suite 240

Bloomfield Hills, MI 48304

Ph. 248-642-2255 ext. 221

Fax 248-642-6460

wfreeman@fcgplc.com

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this _____ day of _____, 20 ____, by and between Lewis M and Joan M. Roe, a Private seller *[entity type and state organized]* ("Seller"), whose address is 13377 W. Albain Rd, Petersburg, Mi *[municipality]*, Michigan, 49270 *[zip]*, and City of Monroe, a Municipality *[entity type and state organized]*, ("Purchaser"), whose address is _____, Monroe *[municipality]*, MI *[State]*, 48161 *[zip code]*, in the manner following:

1. PROPERTY DESCRIPTION. Purchaser offers and agrees to purchase the property located in the ❑ City or ❑ Township of Monroe, County of Monroe, Michigan, commonly known as _____, and further described as: Property ID 5855-4901-475-000, or ❑ see attached legal description as Exhibit A; together with 0 land division splits as provided under the Michigan Land Division Act as revised March 31, 1997 (the "Property"), together with all buildings, structures and other physical improvements situated on the Property (the "Improvements"), and all equipment and other personal property appurtenant to and currently used in connection with the Improvements, including personal property as described in **Exhibit B** (the "Personal Property"), provided, however, the description of the Property shall be subject to a survey as provided for in this Agreement.

2. PURCHASE PRICE. The purchase price for the Property shall be Eighty Nine Thousand nine hundred and 00/100 ($ 89900) Dollars. Any allocation of the purchase price between the Property and Personal Property shall be set forth on an attached Exhibit.

3. TERMS OF PAYMENT. The purchase price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

❑ **Cash.** Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein.

❑ **New Mortgage.** Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein, contingent upon Purchaser's ability to obtain a loan acceptable to Purchaser in Purchaser's sole discretion. Purchaser shall apply for financing immediately. If Purchaser does not deliver to Seller on or before _____, 200___, proof that Purchaser has accepted a loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and may terminate this Agreement by written notice to Purchaser, with the return of Purchaser's Deposit, unless Purchaser has waived this contingency in writing prior to the date set forth in this Section.

❑ **Contract.** Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller pursuant to the terms and conditions stated in the attached Land Contract Agreement or the attached Purchase Money Mortgage (either hereafter referred to as "Contract"), upon performance by Seller of the closing obligations specified herein. This Contract shall provide for a down payment of $_____ and payment of the balance of $_____ in _____ installments of $_____, or more, at Purchaser's option, including interest at the rate of _____ percent (____%) per annum, computed monthly, amortized over _____ (_____) years, with interest to start on the closing date and the first payment to become due within _____ (____) days after the closing date. The entire unpaid balance will become due and payable _____ (____) months after closing. Seller understands that the consummation of the sale or transfer of the Property shall not relieve Seller of any liability that Seller may have under any mortgage or land contract to which the Property is subject, unless otherwise agreed to by its mortgage or land contract holder.

4. EARNEST MONEY DEPOSIT. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Prudential Hudkins Realtors, as ❑ Seller's Broker; or ❑ Purchaser's Broker; or ❑ the Title Insurance Company; which party shall be referred to as the "Escrow Agent", Purchaser's earnest money deposit in the amount of Five Hundred ($ 500) Dollars, paid in cash or check representing immediately available funds (the "Deposit"). The Deposit shall be refunded to Purchaser in the event this Agreement is terminated under the terms and conditions provided for herein; or applied to the Purchase Price at Closing.

5. INSPECTION PERIOD. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the

absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both parties. Purchaser shall have ~~[illegible]~~ (120) *[insert # of days allowed for due diligence]* days from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination, Seller and the Escrow Agent shall be obligated to return the Deposit to Purchaser as provided in Section 4 hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Purchaser in the obtaining of all approvals required from any federal, state or local government ("Governmental Approvals") necessary for Purchaser to satisfy itself during the Inspection Period of the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties agree that additional time is required to obtain them.

6. SURVEY AND TITLE INSURANCE.

(a) **Survey**: Purchaser may, at its option, cause to be prepared an on-the-ground boundary survey of the Property (herein referred to as the "Survey"). The metes and bounds or other legal description of the Property resulting from the Survey, if and as accepted by Purchaser, shall upon such acceptance supersede and replace the description of the Property set forth in Section 1 hereof for all purposes hereunder and shall be the description of the Property used in the Warranty Deed or Land Contract and Owner Policy of Title Insurance to be furnished hereunder, to be paid for by ☒ Seller or ☐ Purchaser. (

(b) **Title Insurance**: Within ten (10) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an Owner's ALTA Title Policy, ☐ with Standard Exceptions; or ☐ without Standard Exceptions (the "Commitment"), from Hassell Title (the "Title Company"), and shall provide a copy of the same to Seller upon receipt. Purchaser shall notify Seller in writing within thirty (30) days of receipt of any concerns that Purchaser may have with such Commitment. Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance, which shall identify the Property and easements appurtenant thereto by the legal description(s) set forth on the Survey. To satisfy the requirements hereof, the Commitment shall be accompanied by legible copies of all exceptions to title referred to therein and shall be deemed to include the same. The Title Insurance Policy to be issued pursuant to the Commitment shall contain endorsements stating: (i) that the Property abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Purchaser and (ii) such other endorsements as Purchaser may reasonably require (the "Endorsements"), provided, however, in the event any such Endorsements shall not be included in the Title Company's standard fee for the Commitment and title insurance policy, then Purchaser shall be responsible for the additional fees in connection with the issuance of such Endorsements. Seller hereby agrees to provide to the Title Company any abstracts of title covering the Property and/or any other form of title evidence it may have obtained, including any former owner's title insurance policy. Purchaser's decision as to whether satisfactory title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall cooperate fully with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Commitment as Purchaser may desire eliminated, and further, Seller shall cooperate fully with Purchaser to satisfy all requirements of Closing outlined in Purchaser's Commitment.

(c) **Objections to Title and Survey**. In the event the Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if the Survey reflects that title to the Property is not in the condition as described in Section 6(a) above, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within the time provided in Section 5, then Seller shall have Ninety (90) *[insert # of days allowed]* from the date Seller is notified in writing of the particular defect(s) claimed by Purchaser, to either: (i) remedy the title defects described in Purchaser's written notification to Seller and obtain and deliver to Purchaser a revised Commitment and/or Survey which reflects that all such defects have been remedied; or (ii) notify the Escrow Agent to promptly refund Purchaser's Deposit in full termination of this Agreement.

7. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.

(a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Purchaser, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.

(b) **Due Diligence.** Seller shall deliver to Purchaser any documentation (for example; any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) in Seller's possession or control which relates to the Property. Within thirty (30) days of the Effective Date, Seller understands that Purchaser requires this Information and the information in 7 (a) above to properly evaluate the Property, avoid damaging underground structures and utilities and avoid causing, contributing to or exacerbating the release of a hazardous substance in the course of its investigations. Purchaser shall have the right to conduct a Phase I environmental investigation during the Inspection Period. If further activities are required, Purchaser and Seller shall determine the extent of said activities. Purchaser agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's Inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. CLOSING AND CLOSING ADJUSTMENTS. Closing shall take place at the offices of Hassett Title and Seller shall convey the Property to Purchaser in accordance with the terms hereof at the earlier of: (i) ten days following the expiration of the Inspection Period described in Section 5; or (ii) upon Purchaser's written notification to Seller that all of the requirements set forth in Sections 5, 6 and 7 of this Agreement have been fulfilled to the full satisfaction of Purchaser, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed, subject to the Permitted Exceptions, conveying the Property along with the right to make all permitted land divisions of the Property, under the Michigan Land Division Act, MCL 560.101 *et seq* to Purchaser, to be prepared at Seller's cost. At Closing Seller agrees that it will convey the Property to Purchaser by Warranty Deed containing covenants of title satisfactory to Purchaser, which covenants of title shall state that Seller is seized of the Property in fee simple, and that Seller has bargained, sold and conveyed unto Purchaser and its successors and/or assigns in title the Property in fee simple, and that Seller will warrant and defend title against the claims of all persons or entities. The Warranty Deed shall provide that title to the Property conveyed at Closing shall be marketable and free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, non-permitted easements, non-permitted rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except: (i) the lien of real estate taxes not yet due and payable; and (ii) any Permitted Exceptions. Should any liens or encumbrances be recorded against the property, Seller shall pay and/or satisfy any such encumbrances simultaneously with the closing and transfer the property in the condition required above. In addition, at Closing Seller shall have the responsibility of paying for the title insurance and all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. The current real estate taxes (i.e. the most recent summer and winter tax bills issued) and assessments, if any, on the Property shall be prorated to the date of the Closing on a "due date" basis. All other assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Seller shall pay all broker's fees or real estate sales commissions, or any similar fees occasioned by the sale of the Property, and Purchaser shall have no obligation or responsibility toward the payment of any such costs. Seller agrees to promptly forward to Purchaser any property tax statements for the Property received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Purchaser has to pay because of Seller's failure.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents and covenants to Purchaser, as follows:

(a) **Authority.** Seller: (i) If an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement.

(b) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and in fact and the Property at Closing shall have the title status as described in Section 6 of this Agreement.

(c) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at

Closing and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

(d) **Condemnation.** Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

(e) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

(f) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the Closing Date.

(g) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof.

(h) **No Violations.** Seller has received no notice there are any violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property, including those violations referenced in Paragraph 7 above. Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

(i) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

(j) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

(k) **Mechanics and Materialmen.** On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred twenty (120) days prior to the Closing Date.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

(a) **Authority** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

(b) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound. At Closing all necessary and appropriate action will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed by Purchaser at Closing and the performance by

Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within fifteen (15) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. SELLER'S CLOSING OBLIGATIONS. At Closing, Seller shall deliver the following to Purchaser:

(a) The Warranty Deed, Land Contract or Assignment of Land Contract required by Section 3 of this Agreement.

(b) A bill of sale for any Personal Property and/or Improvements.

(c) A written assignment by Seller of Seller's interest in all leases and a transfer to Purchaser of all security deposits, accompanied by the original or a true copy of each lease.

(d) An assignment of all Seller's rights under any service contracts described herein, which are assignable by their terms and which Purchaser wishes to assume, together with an original or true copy of each service assigned.

(e) A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser.

(f) Any other documents required by this Agreement to be delivered by Seller.

(g) An accounting of operating expenses including, but not limited to: common area maintenance statements, property tax statements, insurance binder and/or policy, a schedule of rents collected in advance or arrears, and an accurate allocation between the parties of the same pursuant to the terms herein.

(h) Other: Seller to provide and pay for Title Commitment in the amount of the sale price with normal exceptions.

13. PURCHASER'S CLOSING OBLIGATIONS. At closing, Purchaser shall deliver to Seller the following:

(a) The cash portion of the purchase price specified in Section 3 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.

(b) A written assumption by Purchaser of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.

(c) Any other documents required by this Agreement to be delivery by Purchaser.

(d) Other: _____.

14. SECTION 1031 TAX-DEFERRED EXCHANGES. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

15. NOTICES. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified or express mail addressed to the parties at their addresses specified in the preamble of this Agreement, and any notices given by mail shall be deemed to have been given as of the date of the postmark. Copies of all notices shall be made as follows:

☐ If to Purchaser:

Name:	Dan Swallow with City of Monroe
Address:	120 E First St. Monroe, MI. 48161
Address:	

Telephone:	734-384-9134
Facsimile:	
Email:	dan.swallow@monroeml.gov

With copy to:

Name:	Thomas Ready City of Monroe Attorney
Address:	204 S. Macomb St. Monroe, MI. 48161
Address:	
Telephone:	734-344-4501
Facsimile:	
Email:	tready@rsrlip.com

❑ If to Seller:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

16. ADDITIONAL ACTS. Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, including any counter proposals or amendments counter-signed by the opposing party.

18. ADVICE OF COUNSEL. All parties involved in a real estate transaction should seek the advice of legal counsel before entering into any agreement; to determine the marketability of title; understand possible tax consequences; to ascertain that the terms of the sale are adhered to before the transaction is closed; and to obtain advice with respect to all notices related to this Agreement. Purchaser and Seller acknowledge the importance for advice to counsel and acknowledge that Broker is not an attorney and does not provide legal advice and shall not be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

19. BROKERAGE FEE. Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is Prudential Hudkins Realtors and is acting as: ❑ an agent of the Purchaser; or ❑ an agent of the Seller; or ❑ as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller; and (ii) Seller's real estate agent is Prudential Hudkins Realtors and is acting as: ❑ an agent of the Seller; or ❑ an agent of the Purchaser; or ❑ as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller.

Seller agrees to pay the real estate broker(s) involved in this transaction a brokerage fee as specified in a commission or listing agreement, or as provided in a subsequent agreement between the parties. In the event no such agreement exists, Seller agrees to pay a brokerage fee equivalent to $ per Listing promptly at and subject only to closing. Unless otherwise previously agreed, the parties agree that the brokerage fee may be shared between the parties' brokerage agents, in such amount as the recipients may decide. The parties acknowledge that other than the parties' real estate agents

disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees.

20. DEFAULT.

(a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser may, at Purchaser's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full.

(b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit amount as full and complete liquidated damages for such default of Purchaser, the parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for any claims, injury or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

21. INCENTIVES. Purchaser shall have the exclusive right to seek and obtain any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property, and Purchaser's right to do so shall take precedence over any such right of Seller with respect to the Property in the event such incentives, inducements, allowances or similar benefits may only be sought by one party. Seller shall reasonably cooperate and provide all necessary information and approvals to facilitate the same.

22. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

23. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

24. FURTHER ASSURANCES. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

25. SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

26. CUMULATIVE REMEDIES. The rights, privileges and remedies granted by Seller to Purchaser hereunder shall be deemed to be cumulative and may be exercised by Purchaser at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Purchaser shall have the right to choose to enforce any or all such rights, privileges or remedies.

27. AUTHORITY. The undersigned officers of Seller and Purchaser, if an entity, hereby represent, covenant and warrant that all actions necessary by their respective Shareholders, Members, Partners, Boards of Directors, or other corporate entity authority will have been obtained and that they will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Purchaser and Seller covenant to provide written evidence of compliance with this Section (27) prior to or on the Closing Date.

28. SUCCESSORS AND ASSIGNS. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

29. NOTICE OF CONTACT WITH THIRD PARTIES. During the pendency of this Agreement, Seller may discuss with, or receive the submission of proposals or offers from a third party or entity relating to the purchase of the Property. In the event

Seller should receive such a proposal, Seller shall promptly notify Purchaser in writing of same and, further, advise any such third party or entity of the existence of this Agreement and, if necessary, make a copy of this Agreement available to any such third party or entity with all monetary terms, dates and conditions redacted and blocked from view.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

31. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arms length and shall at all times be and remain that of Purchaser and Seller.

32. RECORDING. This Agreement shall not be recorded by either party or any of their representatives.

33. CONFIDENTIALITY. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's real estate broker, salesperson, or agent, to other professional advisors or agents of the party, and as required by law or legal process.

34. COUNTERPARTS. This Agreement may be executed in counterpart originals, and facsimile or electronic signatures shall be considered as originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

35. OTHER PROVISIONS. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

Sale to close no later than 120 days after both parties have signed and accepted this agreement.

Purchaser's Acknowledgement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser: **Witnesses:**

By: _____ _____

Its: _____

By: _____ _____

Its: _____

Seller's Acceptance:

Seller accepts this Agreement on this _____ day of _____, 20___, at _____(AM/PM) ❑ with the following conditions: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____; or ❑ without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____, 20___, at _____ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller: **Witnesses:**

By: _____ _____

Its: _____

By: _____ _____

Its: _____

Purchaser's Acknowledgment of Seller's of Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then becomes the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of _____, 20___, at _____(AM/PM)

For Purchaser: **Witnesses:**

By: _____ _____

Its: _____

By: _____ _____

Its: _____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided By *(Purchase or Seller)*	Attached By *(Date)*
Exhibit A	Property Survey and/or Legal Description	Seller	
Exhibit B	Personal Property	Seller	
Exhibit C			
Exhibit D			
Exhibit E			
Exhibit F			
Exhibit G			

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CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Consider Amending the Agreement Letter with the Land Information Access Association (LIAA) for the Planning for Resilient Communities Project to Include a River Raisin Public Perception Survey

DISCUSSION: In December 2012 City Council approved the agreement letter with the Land Information Access Association's (LIAA) to work on a comprehensive planning process to help the region become more resilient in response to economic declines, severe weather events and other disruptive forces. The Council also approved a local match commitment of up to $15,000.00 for the project. The Resilient Communities program is primarily funded through a grant from the Kresge Foundation, and will provide support services from LIAA and its partners (exp. Michigan Municipal League, Michigan Association of Planning, and University of Michigan) to complete community asset mapping, community outreach programs, and drafting of guidance documents that could be incorporated into the communities' Comprehensive Plans. This project has now been named the "Resilient Monroe!" project and the initial public outreach and meetings have been completed.

Upon learning of the Resilient Monroe project, the City of Monroe Commission on the Environment (COTE) noted that some of the public perception information they have been asked to obtain by the Michigan Department of Environmental Quality (MDEQ) clearly overlaps with stated goals and objectives of the Resilient Monroe project. The COTE requested that the Economic and Community Development Department consider expanding the planned survey to be conducted by LIAA in the Resilient Monroe Project to include several River Raisin perception questions. Further, if additional funding could be obtained, the survey could be distributed to a larger sub-set of the population. Familiarity and awareness levels along with obtaining resident insights for improving, delisting the River Raisin Area of Concern and rebranding the community will be targeted in this perceptions survey. The survey will gather valuable information from residents regarding the community, and provide us with a road map to market the River and our community as a whole.

In order to accomplish the requested perception survey, the COTE sought funding from the Monroe County Solid Waste program, and was recently notified that their grant application in the amount of $2,000.00 was approved. One local requirement for the Resilient Communities program is the commitment to a cash match, which these funds would help augment. The minimum match requirement, distributed among the local partners, is $20,000.00. These local funds will match an estimated $120,000.00 in services provided by LIAA and its partners. Monroe Charter Township and Frenchtown Charter Township have committed that they will provide up to $5,000.00 each toward the local match, leaving the City a *minimum* $10,000.00 commitment. The Monroe County Solid Waste Program grant funds will augment the local match for the Resilient Monroe project and allow for an expanded survey.

IT IS RECOMMENDED that City Council authorize an amendment to the Letter of Agreement with the Land Information Access Association (LIAA) for the Resilient Communities Project, to include completion of the River Raisin Perception Survey to be funded by the Monroe County Solid Waste Program Grant. It is further recommended that City Council authorize the Finance Director to amend the Resilient Monroe budget up to $2,000.00; for a total project budget not to exceed $17,000.00.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 7, 2013
REASON FOR DEADLINE: Anticipated distribution of the Survey in early May.

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, Citizens Planning Commission, Commission on the Environment, Frenchtown Charter Township, Monroe Charter Township.

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 17,000.00
Cost of This Project Approval	$ 2,000.00
Related Annual Operating Cost	$ 0
Increased Revenue Expected/Year	$ 0

SOURCE OF FUNDS:

City	Account Number	Amount
Other Funds		
Monroe County Solid Waste Program Grant		$2,000.00

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 4/30/13

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

COUNCIL MEETING DATE: May 6, 2013

The City of Monroe
Commission on the Environment
and Water Quality:

Commission on the Environment and Water Quality

Application to the Monroe County Environmental Fund for consideration of funding an Area of Concern Perception Survey.

SUBMISSION OF AN ENVIRONMENTAL FUND GRANT:

Organization Information:

Name City of Monroe Commission on the Environment and Water Quality

Address City of Monroe
120 E. Front Street
Monroe, MI 48161

Phone 734 243-0700 fax 734 243-8683

501 (c)3 or federal Tax ID # 38-6004638

Website http://www.monroemi.gov/RRP_description.cfm

Contacts **Barry S. LaRoy, P.E.**
734 384-9122 fax 734-384-9108
barry.laroy@.monroemi.gov
Maureen Pfund, Chairman, City of Monroe Commission on the Environment
734 243-7820 cell 734 915-1290
pfund @chartermi.net
Daniel W. Stefanski, Chairman River Raisin Remediation Public Advisory Council
Cell 734 216-6855
danski@ameritech.net

The Mission Statement might best be summed up as the responsibilities contained in Chapter 22-31 of the City of Monroe Code. That Section states the following:
The Commission shall have the following responsibilities:

1. To study and recommend to City Council on a variety of matters pertaining to environmental protection and public education.
2. To advise and recommend as well as to create and implement legislation and programs that support objectives and requirements of Phase Two of the U.S. Environmental Protection Agency's Clean Water Act.
3. To create and implement public outreach and environmental education programs that create an awareness of the need to protect the environment.
4. To suggest and recommend to City Council policies and legislation necessary to implement programs for protection of the environment.
5. To make studies of existing and proposed programs related to the environment and assist in the development of new programs designed to protect the environment.
6. To develop collaborative relationships with other governmental entities and non-profit environmental organizations, subject to Council's oversight authority.
7. The River Raisin Remedial Action Plan Public Advisory Council (RAP-PAC) shall be nested under the Commission where RAP-PAC membership shall be volunteers (residents of the City) and appointed by the Commissioners. Such appointment shall be made by the Commissioners each year.

Project Category:

Environmental Restoration

Project title:

- COTE Partnership in Resilient Monroe

Total Project Expense

$2,000

Total dollars raised thus far, if any (fundraisers, other grants, etc.)

The City of Monroe has contributed $15,000 and Monroe Charter Township has committed $5,000.

Amount of Grant Request :

$2,000

Please provide detailed budget description including all materials, labor, rental fees, listing of in-kind services, etc. (limit 300 char.)

Funding requested is as follows: $2,000 for a partnership share of the perceptions study to be completed as part of the Planning for the Resilient Communities Project. This project is a comprehensive planning process to help communities become more resilient in response to economic declines, severe weather events and other disruptive forces. As part of the overall project plan, a perceptions study focused on numerous categories include the environment. Familiarity and awareness levels will be targeted along with obtaining resident insights to provide a roadmap for improving and marketing the community.

Please list any other foundations, or corporations contributions to this project (limit 300 char.)

None to date, only funding from City of Monroe and Monroe Charter Township

How will the Environmental Fund grant be used? (limit 500 char.)

The City of Monroe Commission on the Environment has been working hard to obtain millions of dollars from the Great Lakes Restoration Initiative to remove or modify the 80 year old dams within the City of Monroe and upstream areas. When completed the project will restore fish passage from the City of Monroe to Dundee from Lake Erie. Further by creating rapids, the rushing water will pick up more oxygen, be fresher and allow sediments to be carried down stream preventing a build up of sediments in the impoundments, improving overall water quality.

Now that phase I of the fish passage project is complete we seek to partner with the City of Monroe, Monroe Charter Township and possibly Frenchtown Charter Township to be part of the Planning for the Resilient Communities Project that focuses on a perception survey related to the environment. This project is a comprehensive planning process to help the communities become more resilient in response to economic declines, severe weather events and other disruptive forces. As part of the overall project plan, the perceptions study is focused on

numerous categories from Community Asset Inventory and Mapping to Food Systems Assessment such that included the categories is focus on the environment. Familiarity and awareness levels along with obtaining resident insights for improving, delisting the River Raisin Area of Concern and rebranding the community will be targeted. The survey will gather valuable information from residents regarding the community, and provide us with a road map to market our community.

Goal(s) of your project

To provide information to be used in future River projects. Goals include having the River Raisin prominently displayed in the master plans of the City of Monroe, Monroe Charter Township and Frenchtown Charter Township. Further to provide information to develop a guide for what other environmental projects are need to tackle issues related to the environment and the River Raisin. Your funding will enable the Commission on the Environment to develop a plan of action designed to educate our residents and make plans for future environmental river projects that the residents will recommend.

What variables will be measured to evaluate effectiveness and environmental impact of the project?

Program success will be measured by the marketing plan that will go hand in hand with our new reborn River Raisin.

Which initiative will your project support? What is your project scope? (Select all that apply, must meet at least two):

Initiatives:

1. Enhance, restore or protect natural surrounding include the following:
   Greenways
   River or Community clean-ups
   Environmental restoration

3. Foster Development of Sustainable Communities include the following:
   Preservation of open space
   Protecting water quality

4. Progress Environmental Stewardship (including, but not limited to)
   Environmental education

Project start date

Immediately

Project end date

Survey results due in 2013

PROPOSAL BUDGET FORM

Healthy MONROE
SOLID WASTE PROGRAM

Applicant Name:	Flowering Rush Eradication Demonstration				
Project Name:					
VOLUNTEER (Rate of pay $10 per hour)					
NAME & ADDRESS	**HOURS**	**RATE**	**GRANT AMOUNT**	**LOCAL MATCH AMOUNT**	**TOTAL**
					$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
			$ -	$ -	$ -
		RATE			
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
VOLUNTEER Subtotal			$ -	$ -	$ -
CONTRACTUAL SERVICES					
NAME	**HOURS or UNITS**	**RATE or TOTAL**			
		$ -	$ -	$ -	$ -
Land Information Access Association-Perception Survey Work		$ 2,000.00	$ 2,000.00	$ 15,000.00	$ 2,000.00
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
CONTRACTUAL SERVICES Subtotal			$ 2,000	$ 15,000	$ 17,000
SUPPLIES, MATERIALS AND EQUIPMENT					
SUPPLIES & MATERIALS (itemize)	**QUANTITY**	**COST**			
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
SUPPLIES AND MATERIALS Subtotal			$ -	$ -	$ -
EQUIPMENT (no more than 20% of grant total)					
		$ -		$ -	$ -

		$ -		$ -	$ -
EQUIPMENT Subtotal				$ -	$ -
, MATERIALS AND EQUIPMENT Subtotal			$ -	$ -	$ -
TRAVEL	**MILES**	**RATE**			
MILEAGE (not to exceed $.35/mile)		$ -	$ -	$ -	$ -
	NIGHTS	**RATE**			
MEALS		$ -	$ -	$ -	$ -
OTHER (itemize)	**QUANTITY**	**RATE**			
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
TRAVEL Subtotal			$ -	$ -	$ -
PROJECT Subtotal			$ 2,000	$ 15,000	$ 17,000
Project Subtotal Percentage Split			11.76%	88.24%	
INDIRECT COSTS (Summarize Below)			$ -	$ -	$ -
TOTAL GRANT AND MATCH BUDGET			$ 2,000	$ 15,000	$ 17,000

SOURCES OF MATCH:	**DOLLAR VALUE COMMITTED:**		
Organization	In Kind	Cash	Total
City of Monroe	$ -	$ 15,000.00	$ 15,000.00
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
Subtotal	$ -	$ 15,000	
Total Match Must Equal Amount in Budget Sheet Above			$ 15,000

SUMMARY OF INDIRECT CHARGES:

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Approval of the Sub-Recipient Grant Agreement with the Downriver Community Conference for a Revolving Loan Fund Grant for Remediation of Petroleum Contamination

DISCUSSION: The Mason Run residential neighborhood development has won state and national awards for its creative approaches to brownfield redevelopment. Over a decade ago, the City of Monroe and the developer, Crosswinds Communities, forged a public-private partnership to convert a 45-acre former paper mill site into a New Urbanism residential neighborhood of over 300 homes. Unfortunately, the housing market slowed due to the mortgage and financial crisis, before the project could be completed. The reduction in new construction has limited the ability of the City of Monroe Brownfield Redevelopment Authority (BRA) to capture property tax increment, and finish the remaining clean-up on the undeveloped portions of the site.

To date, approximately 38 acres of the site have been prepared for redevelopment, and over 90 homes have been constructed. Additional brownfield financing is now needed to complete the final phase of the project. The City of Monroe was informed of a grant opportunity through the Downriver Community Conference (DCC), which could be used to complete a portion of the remaining work. The DCC has $490,000.00 in unused American Recovery and Reinvestment Act (ARRA) Revolving Loan Fund Grant dollars, which was allocated for clean-up of petroleum contaminated property. The challenge is that these funds must be spent by September 30, 2013. Therefore, the City will need to move very quickly and efficiently to keep this project on-time and eligible for these funds. As the City of Monroe BRA is more familiar with these types of projects, it is recommended that City Council authorize the BRA to administer the project on behalf of the City.

Results from previous environmental surveys on the site revealed limited areas of gasoline contaminated soils, which were suspected to be from a former underground storage tank on the site. The City Economic and Community Development staff, together with the environmental consultants for the project, Soils Materials Engineers (SME), and the City of Monroe BRA consultants, have developed a scope of work to address the known petroleum contamination in the soils. The Scope of Work proposes to use available Revolving Loan Fund Grant funds to prioritize removal of gasoline contaminated soils from the site. The response actions will likely include the following:
- Remove and stockpile uncontaminated soils to expose the areas of known contamination;
- Demolish buried basements and structures as necessary to access and remove contaminated soil;
- Excavate and properly dispose contaminated soil;
- Recycle and/or dispose of demolition debris;
- Conduct sampling to verify clean-up;
- Replace and compact stockpiled soil; and
- Backfill with clean fill as needed to achieve final grade.

While this work will remove the known petroleum contaminated soils on the site, there is not sufficient funding to remove all the buried basement structures on the site, which will remain until additional funding for this work is identified. Further, this grant funding is specifically ear-marked for petroleum remediation projects.

IT IS RECOMMENDED that City Council authorize the Mayor and Clerk-Treasurer to execute the American Recovery and Reinvestment Act Revolving Loan Fund Grant Sub-Recipient Agreement with the Downriver Community Conference, subject to final review and approval by the City Attorney. It is further recommended that the City Council approve the proposed resolution authorizing the City of Monroe Brownfield Redevelopment Authority to administer the project and execute professional services and construction contracts on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 7, 2013

REASON FOR DEADLINE: September 30, 2013 deadline to expend the grant funds.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N.A.

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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe Brownfield Redevelopment Authority, Finance Department, Economic and Community Development Department.

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 490,000.00
Cost of This Project Approval	$ 490,000.00
Related Annual Operating Cost	$ 0
Increased Revenue Expected/Year	$ TBD*

* Property will be more suitable for redevelopment.

SOURCE OF FUNDS:

City	Account Number	Amount
Other Funds		
ARRA Revolving Loan Fund Grant	TBD	$490,000.00

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Dir. of Economic and Community Development **DATE:** 04/30/13

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

COUNCIL MEETING DATE: May 6, 2013

APPROVAL DEADLINE: May 7, 2013

REASON FOR DEADLINE: September 30, 2013 deadline to expend the grant funds.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N.A.

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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe Brownfield Redevelopment Authority, Finance Department, Economic and Community Development Department.

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	$ 490,000.00
	Cost of This Project Approval	$ 490,000.00
	Related Annual Operating Cost	$ 0
	Increased Revenue Expected/Year	$ TBD*

* Property will be more suitable for redevelopment.

SOURCE OF FUNDS:	City	Account Number	Amount
	Other Funds		
	ARRA Revolving Loan Fund Grant	TBD	$490,000.00

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Dir. of Economic and Community Development **DATE:** 04/30/13

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

COUNCIL MEETING DATE: May 6, 2013

R13-___

RESOLUTION

MASON RUN BROWNFIELDS AMERICAN RECOVERY AND REINVESTMENT ACT GRANT

WHEREAS, the Downriver Community Conference ("Grantor") is the recipient of a Brownfields American Recovery Reinvestment Act (ARRA) Grant # 2B-00e97201, and is authorized to make certain sub-grants from these funds Grant Funds; and

WHEREAS, Grant Funds are to be used to undertake cleanup of brownfield sites by making low interest loans and grants to parties willing to undertake cleanup of these sites; and

WHEREAS, the City of Monroe ("Grantee") is the owner of certain real property located at Mason Run, a 45 acre development in the City of Monroe (the "Property"); and

WHEREAS, the Grantor has agreed to grant to Grantee certain of the Grant Funds which will be used by the Grantee for a portion of the remediation of the Property (the "Remediation Work"); and

WHEREAS, the City of Monroe Brownfield Redevelopment Authority ("BRA") is a legal entity formed under the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, with extensive experience in the oversight and administration of Brownfield projects; and

WHEREAS, the proposed use of the Brownfields American Recovery Reinvestment Act (ARRA) Grant is to conduct response activities including engineering and project management, removal of petroleum contaminated soils, transport and disposal of contaminated soils, excavations and backfill; and other matters reflected in the attached Proposed Response Activities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the acceptance of the Brownfields American Recovery Reinvestment Act (ARRA) Grant # 2B-00e97201 for a maximum of $490,000.00 and authorizes the City Manager to sign a Sub-Grant Agreement in said amount with the Downriver Community Conference; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City of Monroe Brownfield Redevelopment Authority to administer the Remediation Work and execute professional services and construction contracts on behalf of the City of Monroe.

Motion:
Seconded by:
Ayes: Nays:

RESOLUTION DECLARED ADOPTED

I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, County of Monroe, State of Michigan, do hereby certify that the foregoing is an exact copy of a Resolution adopted by the City Council of said City, at a regular meeting thereof held on the 6th day of May 2013.

_____
Charles D. Evans
City Clerk-Treasurer

(SEAL)

Downriver Community Conference
Brownfields American Reinvestment Recovery Act (ARRA) Fund
SUB-GRANT AGREEMENT
CFDA 66.815

THIS AGREEMENT is made and entered into on this 6th day of May, 2013, by and between the City of Monroe with an address at 120 East First Street, Monroe, Michigan 48161-9194 (hereinafter referred to as "Grantee"), and the DOWNRIVER COMMUNITY CONFERENCE, 15100 Northline Road, Southgate, Michigan, 48195 (hereinafter referred to as "Grantor").

WHEREAS, the DOWNRIVER COMMUNITY CONFERENCE is the recipient of Brownfields American Recovery Reinvestment Act (ARRA) Grant # 2B- 00e97201 and authorized to make certain sub grants from these funds Grant Funds; and

WHEREAS, Grant Funds are to be used to undertake cleanup of brownfields sites by making low interest loans and grants to parties willing to undertake cleanup of these sites; and

WHEREAS, the Grantee is the owner of certain real property located at Mason Run a 45 acre development in the City of Monroe (the "Property"), which property is more particularly described in exhibit 1, attached hereto; and

WHEREAS, the Grantor has agreed to grant to Grantee certain of the Grant Funds which will be used by the Grantee for a portion of the remediation of the Property (the "Remediation Work"); and

WHEREAS, the Property is not listed, or proposed for listing on the National Priorities List of the U. S. Environmental Protection Agency ("EPA"); and

WHEREAS, the Grantee is not a generator or transporter of any contamination located at the Property; and

WHEREAS, the Grantee is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property nor is the Grantee, or, to the best of its knowledge, its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds; and

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties as follows:

1. Environmental Warranties: Grantee represents and warrants that to the best of its actual knowledge:
   (a) the property is not listed or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency.

   (b) Grantee did not generate or transport hazardous substances, Pollutants or contaminants at or to the property; and

   (c) Grantee acquired the Property and has not observed the disposal Or placement of hazardous substances, pollutants and contaminants on the Property and has not caused, contributed to, Permitted or exacerbated the release of such substances, pollutants or contaminants on or from the Property. Grantee is not otherwise responsible person as defined in CERCLA Section 107

2. Agreement: This Grant is based on the Grantor's agreement with the EPA pursuant to the Grant Agreement. Grantee acknowledges that the Agreement is the source of all funds granted hereunder and that the Grantor is under no obligation to grant or loan any of its own funds. Grantee shall comply with all terms and conditions of the Agreement and non-compliance with the terms of the Agreement shall be deemed a default under this agreement.

3. Grantor agrees to grant to Grantee the sum up to $ 490,000 to be used by the Grantee for the Remediation Work (the "Project Grant Funds") subject to the terms and conditions herein. Budget to be found in exhibit 2.

4. Grantee shall carry out the Remediation Work in accordance with the CERCLA Section 104 (k), 42 U.S.C. Section 9604(k); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 40 CFR Part 31; and all other applicable provisions of federal, state or local law. This includes, but is not limited to, carrying out procurements in compliance with 40 C.F.R. Section 31.36, having a financial management system which complies with 40 C.F.R. Section 31.20, and performing audits in accordance with 40 C.F.R. Section 31.26.

5. Grantee shall carry out the Remediation Work in accordance with the Davis-Bacon Act of 1931 (CERCLA Section 104(g) (1), 40 U.S.C. Section 276a-276a-5 and 42 U.S.C. Section 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for

construction, repair or alteration work funded in whole or in part with Grant Funds. The Grantee must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the remediation construction contract.

6. The Grantee shall provide the Grantor with a copy of the applicable Environmental Assessment reports of the Property (collectively, the "Assessment"). The Grantee shall be responsible for the payment of all costs and expenses related to the Assessment. The Grantee agrees that the Project Grant Funds shall not be used for the payment of any cost or expense related to the Assessment. The Assessment shall include, but is not limited to site background, the threat posed to by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results.

7. The Grantor shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using Project Grant Funds. The Grantor's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and Federal requirements and is protective of human health and the environment.

8. The Grantee shall prepare a Community Relations Plan ("CRP") with the assistance and cooperation of the Grantor. The CRP shall include the following:

   c. Procedures for the establishment of a local information repository at or near the Property that includes public information supplied by both the Grantee and the Grantor related to the proposed Remediation Work. The Grantee shall supply the Grantor with any additional information that would assist the Grantor in documenting the Remediation Work.

9. After the Grantee has prepared the CRP, the Grantee shall draft an analysis of brownfields cleanup alternatives that will include information about the Property and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implement ability, and the cost of the cleanup proposed. The Grantee shall submit copies of the draft analysis of brownfields cleanup alternatives to the Grantor for approval. The Grantee agrees to accept advice and suggestions from the Grantor

and to incorporate those suggestions or requests for revisions as appropriate.

10. After the Grantor has approved the draft analysis of brownfields cleanup alternatives, the Grantee shall make the document available for review and public comment for a period of not less than ten (10) days from the date of publication of the public notice.

11. After the public comment period, the Grantee shall incorporate all appropriate comments, in the reasonable discretion of Grantee, into a final analysis of brownfields cleanup alternatives document and prepare a written response to the public comments, if appropriate.

12. Grantee shall prepare a scope of work containing detailed design and construction plans and specifications for the Remediation Work including a budget and work schedule; a health and safety plan (OSHA 1910-120 - 126) and a quality assurance project plan which sets forth the manner and method of collecting samples to assure the complete removal of all hazardous substances that are located at the Property and are to be removed as a part of the Remediation Work (collectively, such documents are referred to as the "Project Documents") and submit same to Grantor for approval.

13. Prior to the initiation of the Remediation Work, including any cleanup activities, the Grantee must provide to the Grantor copies of all of the state required remedial planning documents and the state's approval of those documents, if required.

14. The Grantee understands and agrees that all of the Project Grant Funds provided by Grantor to Grantee shall be used by the Grantee towards the cleanup and remediation of the Property identified in Exhibit 1.

15. The Grantee further understands and agrees that any and all work performed on the Property or by the contractors who perform said work for which the Project Grant Funds are used and the receipt of any Project Grant Funds under this Agreement is conditioned upon the Grantee's and the contractor's full compliance with the terms and provisions of the Project Documents, the ARRA requirements as published by the EPA or as contained in the Grant Agreement as amended from time to time, and this Agreement.

16. The Project Grant Funds shall be for allowable expenses incurred by the Grantee based upon the progress of the Remediation Work and in accordance with the approved cleanup project budget (the "Budget"), attached hereto and made a part hereof as Exhibit 2. The Grantor shall

not advance nor be obligated to advance any Project Grant Funds to the Grantee prior to the receipt of properly executed lien waivers.

17. Grantee agrees to use best efforts to keep all expenditures from the Project Grant Funds within the approved Budget. Grantee shall not exceed any of the costs enumerated in the approved Project Budget without the prior written approval of the Grantor.

18. The Grantor may withhold up to ten (10%) percent of each payment requested as a retainage until the Grantee has "substantially completed" the Remediation Work. The work shall be deemed to be "substantially complete" (with words of similar import, such as "Substantial Completion" and "Substantially Completed", being similarly defined) as such time the work is completed subject to only minor "punch list" items which, individually and in the aggregate, do not interfere with or prevent the construction and development of the Mason Run residential housing development. Grantor's Site Manager shall have certified in writing to the Grantor that the work has been Substantially Completed in accordance with the Project Documents and the Project Cleanup required remedial planning documents and the state's approval to those documents, if required.

19. The awarding of this Grant shall be subject to:
    a. The Grantor's receipt of a property appraisal from the Grantee.
    b. Opinion of the Grantee's Counsel that the Grantee, if a corporation, is in good standing and that all documents executed by the Grantee are valid and enforceable in accordance with their respective terms.
    c. Written authorization in the form of a resolution, if a corporation, authorizing the Grantee to accept the Project Grant Funds and authorizing Grantee's representative to execute this Grant Agreement on behalf of the Grantee.
    d. Evidence by the Grantee that no outstanding taxes, fees, charges, mortgages, liens, encumbrances or other assessments have been filed or are recorded against the Property.
    e. Evidence of insurance coverage with limits of liability as determined by the Grantor's site manager. All insurance coverage required by this section shall remain in full force and effect during the term of this Agreement.
    f. Identification of the contractor and subcontractor selected by the Grantee for the Remediation Work.
    g. The Grantor's receipt of cleanup project cost breakdown based upon estimates and prices supplied by the Grantee.

The Grantor reserves the right to waive any or all requirements of this section.

20. Grantee shall commence work on the Remediation Work within 60 days from the date of execution of this Agreement and shall complete and perform all of the Remediation Work by September 30, 2013 in accordance with the approved Schedule of Work attached hereto and made a part hereof as Exhibit 3.

21. All Remediation Work performed pursuant to this Agreement and with Project Grant Funds shall be performed in a good and workmanlike manner.

22. All material changes or modification to the Remediation Work or the Project Documents shall be approved in writing by the Grantor prior to such change or modification becoming effective. All additional costs incurred, as the result of any change orders shall be the responsibility of the Grantee. In the event that unforeseen conditions are discovered during the implementation of the Remediation Work, the Grantee reserves the right to revise the cleanup action and the Project Documents.

23. Grantee, at its sole cost and expense, and from sources other than Grant Funds, shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Agreement.

24. The Grantee shall:

    a. Notify the Grantor when the Remediation Work is complete. The notice shall contain certification or documentation that the Remediation Work is complete and has been performed in accordance with the terms of this Agreement. This notice shall summarize the actions taken, the resources committed and the problems encountered in completion of the project, if any, and shall be submitted to the Grantor for review and approval before it is finalized.

    b. Perform all of its obligations and agreements under this Agreement, and any other agreements or instruments to which the Grantee is a party and which relate to the Project Grant Funds and the Remediation Work.

25. The Grantee agrees to protect, indemnify, defend and hold harmless, the Grantor, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom the Grantor may be liable from, for

or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all reasonable fees, expenses and charges of attorneys and other professionals, court costs, and other reasonable fees and expenses including bodily injury, including death, personal injury and property damage, or arising out of or in connection with the performance of any work or any responsibility or obligation of the Grantee as provided herein and caused in whole or in part by any act, error, or omission of the Grantee, its agents, servants, employees or assigns.

26. The Grantor agrees to protect, indemnify, defend and hold harmless, the Grantee, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom the Grantee may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all reasonable fees, expenses and charges of attorneys and other professionals, court costs, and other reasonable fees and expenses including bodily injury, including death, personal injury and property damage, or arising out of or in connection with the performance of any work or any responsibility or obligation of the Grantor as provided herein and caused in whole or in part by any act, error, or omission of the Grantor, its agents, servants, employees or assigns.

27. The Grantee shall erect a sign on the Property stating that the Remediation Work is being financed in part by RLF Grant Funds and the Grantor and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the Property site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising as well as 40 CFR Part 35, Subpart O (§35.6105(a)(2)(ii)).

28. If the Grantee sells or transfers the Property prior to completion of the Remediation Work, then, in that event, the Grantee shall immediately repay the entire amount of Project Grant Funds advanced to Grantee to the Grantor.

29. Any forbearance by the Grantee with respect to any of the terms and conditions of this Agreement shall in no way constitute a waiver of any of Grantee's rights or privileges granted hereunder.

30. In the event of a default of any of the terms or conditions of this Agreement, the entire amount of Project Grant Funds disbursed to Grantee shall become immediately due and payable without the necessity

of demand from Grantor. The Grantee shall be deemed to be in default under this Agreement upon the occurrence of any or more of the following events (each and "Event of Default"):

a. The Grantee assigns this Agreement or any Project Grant Funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of the Grantor.
b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.
c. The Grantee defaults in the performance of any term, covenant or condition to be performed hereunder and such default is not remedied within thirty (30) days, unless a longer period of time is reasonably required to cure the default, from and after receipt of written notice by certified mail, return receipt requested, from the Grantor to the Grantee, specifying said default, of, if such default cannot be remedied within that period and remedial effort is not commenced within that period and diligently and continuously pursued, the Grantor shall have the right to proceed by appropriate judicial proceedings to enforce performance or observation of the applicable provisions of this Agreement and/or terminate this Agreement and recover damages from the Grantee to the extent allowed by law.
d. Any proceeding involving the Grantee or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted, no Event of Default shall be deemed to have occurred hereunder unless the Grantor either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.
e. An order, judgment or decree is entered, without the application, approval or consent of the Grantor, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the Grantee of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.
f. Grantee or any third party recipient of Project Grand Funds authorized to perform work by Grantee, defaults under the terms and conditions of this Agreement or any requirement of the RLF Program.

g. Upon the occurrence of any one or more of the Events of Default enumerated above, all amounts of Project Grant Funds disbursed

to Grantee by Grantor pursuant to this Agreement shall become due and payable, without presentment, demand, protest or notice of any kind to the Grantor, all of which are hereby expressly waived by the Grantee.

Grantee will reimburse the Grantor for all costs, expenses and reasonable attorneys' fees expended or incurred by the grantor in preparing and enforcing this agreement.

31. The Grantee agrees to maintain financial and programmatic records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures and to retain all of its records and supporting documentation applicable to this Agreement for a period of three (3) years after the completion of the Remediation Work except as follows:

a. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

b. All such records and supporting documents shall be made available, upon request, for inspection or audit by the Grantor or its representatives.

c. The Grantee must receive permission from the Grantor, in writing, prior to destroying any of these records or documents.

32. The Grantee agrees to permit the Grantor or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances, upon reasonable notice and to copy there from any information that the Grantor desires relevant to this Agreement. The Grantor shall provide written notice to the Grantee prior to the execution of this provision. The Grantee agrees to deliver the records or have the records delivered to the Grantor. If the Grantor finds that the records delivered by the Grantee are incomplete, the Grantee agrees to pay the Grantor necessary costs to travel to the Grantee's office or other location where the books or records are located to audit or retrieve the complete records. In addition, all loan related documents are subject to 40 C.F.R. Section 31.42(e).

33. The Grantee will comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the Grantee will undertake good faith efforts in compliance with 40 CFR §31.36(e) to give opportunities for qualified Small Business Enterprises

(SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). The Grantee shall submit a report of such efforts to the Grantor. Grantee shall also assure that any and all contractors or subcontractors who will be paid using Project Grant Funds are not barred from working on federally funded projects and that such contractor has agreed to comply with all terms of the RLF Program including the Davis Bacon Act, and shall have each contractor execute a certification of debarment. Exhibit 4

34. The Grantee shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Grantor. The Grantee shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the Grantor.

35. This Agreement is not intended to create or vest any rights in any third party or to create any third party beneficiaries.

36. All amendments to this Agreement shall be in writing and signed by both parties hereto.

37. It is expressly understood that a failure or delay on the part of the Grantee in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or Event of Default under this Agreement; however, the Grantee shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.

38. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

39. No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder, and so custom of practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

40. All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request,

instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, on the day mailed to the parties as follows:

TO THE GRANTOR: Downriver Community Conference
15100 Northline Rd
Southgate, MI 48195

TO THE GRANTEE: City of Monroe
120 East First Street
Monroe, Michigan 48161

Or to such other address as a party may subsequently specify in writing to the other party.

41. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.

42. Except for any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed in the name and on behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, hereunto duly authorized) as of the day and year first written above.

GRANTEE:
City of Monroe

BY:_____ Date_____

GRANTOR:
Downriver Community Conference

BY: _____ Date_____
Executive Director
James S. Perry

EXHIBIT 1 – PROPERTY DESCRIPTION

Project Location and Description

EXHIBIT 2 – PROPOSED ACTIONS AND ESTIMATED COSTS

Proposed Response Activities

1. **Engineering and Project Management**
2. **Transportation of Clean Soil**
3. **Installation and Construction of Soil Cap Exposure Barrier Improvements**

Proposed Project Budget

The estimated costs for implementation of the selected environmental response action are summarized below:

TOTAL ESTIMATED COST $490,000

EXHIBIT 3 – PROJECT SCHEDULE

The environmental response activities to be funded by the $490,000 sub-grant are expected to begin June 15, 2013 and are expected to be completed by the September 30, 2013, weather and site conditions permitting.

Exhibit 4
Debarment Certification

CITY COUNCIL
AGENDA FACT

RELATING TO: Ordinance No. 13-004, proposed amendments to Chapter 625, Streets and Sidewalks, Section 625-1, Obstructions by Articles Prohibited, Sub-Section D, of the Code of the City of Monroe.

DISCUSSION: Through the review of City sponsored and co-sponsored events such as parades, festivals, block parties and other such similar events or activities of limited duration; City staff noted potential conflicts between the provisions in Chapter 625, Streets and Sidewalks, and Chapter 374, Hawkers, Peddlers and Transient Merchants. The clear intent in Chapter 625 was to provide specific exemptions for events or activities of limited duration (parades, festivals and similar activities) from part of the regulatory requirements governing the public streets and sidewalks in the Code of the City of Monroe. However, the ordinance language in Chapter 374 does not make a clear distinction between these events and activities, and more regular or repeat operations.

In order to clarify the intent of the exemptions in Chapter 625 and avoid potential conflicts in reviewing City sponsored and co-sponsored events such as parades, festivals, block parties and other such similar events or activities of limited duration; the City administrative staff is recommending new ordinance language in Section 625-1, Obstructions by Articles Prohibited, Sub-Section D. The proposed amendments are not exhaustive and it is good practice to continue to identify regulations in the Code of the City of Monroe that may need further refinement and clarification.

IT IS RECOMMENDED that City Council approve the first reading of Ordinance No. 13-004, proposed amendments to Chapter 625, Streets and Sidewalks, Section 625-1, Obstructions by Articles Prohibited, Sub-Section D, of the Code of the City of Monroe; and schedule a public hearing and second reading for adoption on May 20, 2013.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 20, 2013

REASON FOR DEADLINE: To adopt the revised regulations so they can be implemented.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N.A.

INITIATED BY: Economic and Community Development Division

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Economic and Community Development Division (Building, Planning and Zoning), Department of Public Services, and City Manager's Office

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 0
Cost of This Project Approval	$ 0
Related Annual Operating Cost	$ 0
Increased Revenue Expected/Year	$ 0

SOURCE OF FUNDS:

City	Account Number	Amount
Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Daniel E. Swallow, Director of Economic and Community Develop. **DATE:** 05/03/13

REVIEWED BY: George A. Brown, City Manager **DATE:**

COUNCIL MEETING DATE: May 6, 2013

ORDINANCE 13-004

1 An Ordinance to amend Part Two, Chapter 625, Streets and Sidewalks,
2 Article I, Obstructions in Public Areas, Section 625-1, Obstruction by articles
3 prohibited, Sub-Section D, of The Code of the City of Monroe.
4
5 THE CITY OF MONROE ORDAINS:
6 **SECTION 1: ORDINANCE AMENDMENTS; § 625-1 Obstruction by articles**
7 **prohibited.**
8 § 625-1 Obstruction by articles prohibited.
9 A. Except pursuant to permission duly granted under the Code of the City of
10 Monroe, no person shall obstruct or encumber any public wharf, street,
11 alley, sidewalk, parkway terrace or public place with any article or thing
12 whatsoever.
13 B. This section shall not be construed to prevent the moving of goods, wares
14 and merchandise across any sidewalk for purposes of trade or for the use
15 of families.
16 C. Nothing in this section shall be construed to authorize any person to
17 display or leave upon any sidewalk any sharp-edged or sharp pointed tool,
18 instrument or implement, any barbed wire or any oil barrel or vessels.
19 D. City-sponsored and/or approved events or activities such as parades,
20 block parties and other such similar events or activities of limited duration
21 and purpose are exempt from the provisions of this section. **Such events**
22 **or activities are not subject to the provisions of Chapter 374,**

Hawkers, Peddlers and Transient Merchants, of the Code of the City of Monroe.

E. A violation of this section is a municipal civil infraction and shall subject the violator to the penalties as provided in § 1-27E of Chapter 1, General Provisions. A separate offense shall be deemed committed each day during on or which a violation occurs or continues.

SECTION 2: SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason declared to be unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 3: EFFECTIVE DATE

This Ordinance shall be in full force and effect twenty (20) days after final passage and publication.

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