
RULE OF THE CHAMBER

Any person wishing to address City Council shall step up to the lectern, state their name and address in an audible tone of voice for the record, and unless further time is granted by the presiding officer, shall limit their address to three (3) minutes.

A person may not give up or relinquish all or a portion of their time to the person having the floor or another person in order to extend a person's time limit in addressing the Council.

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

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

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

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

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one week's notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9136. The City of Monroe website address is www.monroemi.gov.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 2, 2015**

Amended

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Scott Cieniawski, USEPA – PCB Contamination Remediation in the River Raisin.

Presentation by Barry LaRoy, Director of Water & Wastewater Utilities, City of Monroe - Flowering Rush Eradication Efforts.

Presentation by Patrick Lewis, Director of Engineering & Public Services – Roessler Street Bridge Modifications.

V. COMMUNICATIONS.

20. Communication from Thomas D, Ready, City Attorney, rendering an opinion concerning Council procedure as it pertains to placement of the citizen comments item on the agenda.

VI. PUBLIC HEARING.

12. Public Hearing to receive and review comments on proposed Ordinance No. 15-001, an ordinance to amend several sections of Chapter 22, Boards, Commissions, Authorities and Committees, Article VI. Recreation Advisory Commission.

VII. COUNCIL ACTION.

12. Proposed Ordinance No. 15-001, an ordinance to amend several sections of Chapter 22, Boards, Commissions, Authorities and Committees, Article VI. Recreation Advisory Commission up for its final reading.

21. Communication from the Director of Economic & Community Development, submitting proposed Ordinance No. 15-002, an Ordinance to add Chapter 448, Neighborhood Enterprise Zones to the Code of the City of Monroe.

Proposed Ordinance No. 15-002, up for its first reading and recommending that the second reading and public hearing be set for Tuesday, February 17, 2015.

22. Communication from the Clerk-Treasurer, submitting proposed resolution to approve a tax levy not to exceed 1.00 mill per year for the purpose of Lake Erie Transit continuing to provide bus service for tax years 2016-2020. The attached proposed ballot language must be approved by Council and submitted to the Monroe County Election Commission for their approval to be placed on the ballot at the May Special Election to be held on Tuesday, May 5, 2015.

VIII. 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 Meeting held on Tuesday, January 20, 2015 and the Minutes of the Work Session held on Monday, January 26, 2015.
- B. Approval of payments to vendors in the amount of \$_____.
Action: Bills be allowed and warrants drawn on the various accounts for their payment.

23. 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 resolution be adopted.

24. Landscaping Design services – Professional Services Award.

1. Communication from the Director of Engineering & Public Services, reporting back on Request for Proposals for Landscaping Design Professional Services at Mark G. Worrell Park, and recommending that a professional services award be made to The Johnson Hill Land Ethics Studio for the above work for the base amount of \$5,400, and that the Director of Engineering & Public Services be authorized to execute any necessary agreement documents on behalf of the City and expend up to \$6,000 for work activities under this contract.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

25. Automated Weather Observing System (AWOS) at Custer Airport – Funding Contract for Component Replacement and Upgrades.

1. Communication from the Director of Engineering & Public Services, submitting a proposed resolution approving a funding contract for component replacement and upgrades with Michigan Department of Transportation (MDOT) Aeronautics for the Automated Weather Observing System (AWOS) at Custer Airport, and recommending that the attached resolution be approved, and that the City share of the cost (\$3,000) be appropriated as detailed in the financial information detail below.

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

26. Michigan Department of Transportation (MDOT) Performance Resolution Approval.

1. Communication from the Director of Engineering & Public Services, submitting a proposed resolution to approve six (6) individuals to apply for permits on behalf of the City of Monroe, and recommending that Council adopt the attached resolution, approve and authorize the above six (6) individuals to apply for permits on behalf of the City, and that the Director of Engineering & Public Services and/or Clerk-Treasurer be authorized to submit the resolution on behalf of the City.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

27. Monroe County Convention & Tourism Bureau – Special Event Request.

1. Communication from the City Manager's Office, submitting a request from the Monroe County Convention & Tourism Bureau to reserve dates in 2015 for upcoming Events / Festivals, and recommending that Council approve only the dates of the events with full approvals of the events, be subject to policy, timely submission of event planning details, staff reviews, street closure action by Council and approvals of city financial and logistical support.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

28. Award a Professional Services Contract to Quinn-Evans Architects to Complete a Feasibility and Cost Analysis to Evaluate 8 N. Monroe Street for use as a Library and Community Center.

1. Communication from the Director of Economic & Community Development, submitting a proposed professional services contract to evaluate the potential acquisition of the former Masonic Temple, and recommending that Council award a professional services contract to Quinn-Evans Architects to complete a feasibility and cost analysis to evaluate 8 N. Monroe Street for use as a library and community center in an amount not-to-exceed \$34,600, and further recommending that Council authorize a contingency fee of up to 5% or \$1,730 to be utilized at the discretion of the City Manager for unforeseen services and encumber a total of \$36,330.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

29 Family and Medical Leave Policy Amendment.

1. Communication from the Director of Human Resources, submitting amendments to FMLA Policy, No. 003, to add new regulations issued by the Department of Labor (DOL), and recommending that Council approve the attached amended policy and direct City administration to proceed with implementation.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

30. Roth Individual Retirement Account.

1. Communication from the Director of Human Resources, reporting back on amendments to the Deferred Compensation Program with ICMA-RC to add a Roth Individual Retirement Account (IRA), funded with after-tax contributions by city employees, and recommending that Council approve the attached amendment and that the City Manager be authorized to sign the Agreement on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

31. Approval of the Memorandum of Understanding with the Michigan Municipal League for the PlacePlans 2015 Technical assistance: Downtown Connector Alley Design.

1. Communication from the Director of Economic & Community Development, submitting a request for approval of the Memorandum of Understanding with the Michigan Municipal League for the PlacePlans 2015 Technical Assistance: Downtown Connector Alley Design, and recommending that Council approve the Memorandum of Understanding with the Michigan Municipal League for the PlacePlans 2015 Technical Assistance: Downtown Connector Alley Design; and authorize the City Manager to execute the Memorandum, and further recommending that Council authorize the expenditure of \$8,000 for the local match commitment.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

32. Proposed Capital Improvements Program Budget – Fiscal Years 2015-2021.

1. Communication from the Director of Economic & Community Development, submitting the Proposed Capital Improvements Program Budget for Fiscal Years 2015-2021, and recommending that Council accept and place on file the proposed Capital Improvements Program Budget, Fiscal Years 2015-2021, and the Citizens Planning Commission recommendation, and further recommending that Council schedule a public hearing on the proposed Capital Improvements Program Budget for February 17, 2015 at 7:30 p.m., in accordance with the City Charter, Section 122.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

IX. COUNCIL COMMENTS.

X. MAYOR COMMUNICATION.

XI. CLERK-TREASURER COMMENTS.

XII. CITY MANAGER COMMENTS.

XIII. CITIZEN COMMENTS.

XIV. ADJOURNMENT.

CITY OF MONROE
REGULAR COUNCIL MEETING
TUESDAY, JANUARY 20, 2015

Regular meeting of the City Council of the City of Monroe, Michigan held on Tuesday, January 20, 2015 at 7:30 p.m. in the City Hall Council Chambers.

Present: Council Member Hensley, Iacoangeli, Vining, Rafko, Sisk and Mayor Pro-Tem Molenda.

Excused: Mayor Clark.

Mayor Pro-Tem Molenda noted that Mayor Clark received an invitation to attend the State of the Union Address in Washington, D.C. so he is filling in for him this evening. He asked the guests from Manor Elementary School to step to the podium to lead the pledge of allegiance to the flag.

Michelle J. LaVoy, City Clerk-Treasurer gave the invocation.

Manor Elementary School students led the pledge of allegiance to the flag.

Mayor Pro-Tem Molenda asked the Principle of Manor Elementary School to step to the podium.

Terry Joseph, Principal of Manor Elementary School noted that the group of students represents members of the Student Lighthouse Team which is similar to a Student Council. She said that grades 1 – 6 serve in this capacity and there are 23 members of the group. She said the team makes a lot of the decisions in the school, puts together fundraisers and other activities. She said it was an honor to be at the meeting to lead the pledge and thanked Council for the opportunity.

Mayor Pro-Tem Molenda asked each student to introduce themselves.

Proclamation.

10. St. Mary Catholic Central High School Volleyball Team Day – January 20, 2015.
11. Coach Diane Tuller Day – January 20, 2015.

Mayor Pro-Tem Molenda presented Proclamations to SMCC High School Volleyball Team, Kestrels and to their Coach, Diane Tuller.

Diane Tuller, Coach introduced the girls who were in attendance at the meeting.

Presentation.

Presentation by Mark Jagodzinski, General Manager, Lake Erie Transit – Bus Service Millage.

Mark Jagodzinski, General Manager, Lake Erie Transit introduced Joseph Lybik, City of Monroe Representative and Chairman of the Lake Erie Transit Commission. He provided information to Council regarding the millage request and discussed the information with them.

Council Action.

12. It was moved by Council Member Iacoangeli and seconded by Council Member Rafko that Proposed Ordinance No. 15-001, an ordinance to amend several sections of Chapter 22, Boards, Commissions, Authorities and Committees, Article VI. Recreation Advisory Commission, of the Code of the City of Monroe, be placed on the floor for its first reading and set for the public hearing on February 2, 2015.

Ayes: 6 Nays: 0

Motion carried.

Proposed Ordinance No. 15-001, was then presented for the first time and laid over for its second reading and public hearing on Monday, February 2, 2015.

Consent Agenda. (All items listed under the Consent Agenda are considered to be routine by Mayor and Council and may be approved by one motion. Any item may be removed for separate discussion by a Council Member or citizen.)

A. Approval of the Minutes of the Regular Meeting held on Monday, January 5, 2015, the Minutes of the Work Session held on Saturday, January 10, 2015 and the Minutes of the Work Session held on Monday, January 12, 2015.

B. Approval of payments to vendors in the amount of \$502,536.93.

Action: Bills be allowed and warrants drawn on the various accounts for their payment.

13. 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 resolution be adopted.

14. Annual Easter Egg Hunt.

1. Communication from the City Manager's Office, reporting back on a request from the Monroe/Lenawee County AFL-CIO Central Labor Council and the United Way of Monroe County for permission to hold the Annual Easter Egg Hunt at Munson Park on March 28, 2015, 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, 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.

15. Monroe County Detachment Marine Corps League Men's Softball Tournament Request.

1. Communication from the City Manager's Office, reporting back on a request from Steve Fernandez on behalf of the Monroe County Detachment Marine Corps League #147 for permission to hold a men's softball tournament / fundraiser for wounded veterans at Munson Park on April 24-26, 2015, and recommending that Council approve this request contingent upon items being met as outlined

by the administration, subject to costs recovery & fee reductions 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.

16. City of Monroe's Flexible Benefit Plan (Section 125 Cafeteria Plan).

1. Communication from the Human Resources Director, submitting an amended agreement to the City's Flexible Spending Account to update eligibility and waiting periods for the Affordable Care Act (ACA), as well as implement the carryover provision for the 2014-15 plan year, and recommending that Council adopt and approve the amended and restated Adoption Agreement for the City's Flexible Benefit Plan.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

17. Navarre Library Window Replacement Change Order.

1. Communication from the Director of Engineering & Public Services, submitting a change order for additional work to the Navarre Library, and recommending that Council authorize up to an additional \$4,000 in construction costs to Envision Builders for the above items subject to a corresponding transfer from previously-allocated architectural costs, and that the Director of Engineering & Public Services be authorized to issue any necessary change orders to carry out the work.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

18. Police Patrol Vehicle Purchase – Ford Explorer.

1. Communication from the Director of Engineering & Public Services, submitting a contract to purchase a 2015 Ford explorer to replace the 2011 Crown Victoria Police patrol vehicle, and recommending that Council award a contract to purchase one (1) 2015 Utility Interceptor All Wheel Vehicle for a total price of \$27,595 from Signature Ford of Owosso, Michigan, and further recommending 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.

19. CDBG Sub-recipient Agreement with Oaks of Righteousness for Warming Shelter.

1. Communication from the Director of Economic and Community Development, submitting a CDBG Sub-recipient Agreement with Oaks of Righteousness for assistance in funding its Warming Shelter, and recommending that Council approve the proposed CDBG sub-recipient agreement with the Oaks of Righteousness and authorize the City Manager to execute the agreement.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

It was moved by Council Member Sisk and seconded by Council Member Hensley that item 13, 16 and 19 be approved as presented and that item 14, 15, 17 and 18 be removed and considered separately.

Ayes: 6 Nays: 0

Motion carried.

14. The communication from the City Manager's Office, reporting back on a request from the Monroe/Lenawee County AFL-CIO Central Labor Council and the United Way of Monroe County for permission to hold the Annual Easter Egg Hunt at Munson Park on March 28, 2015, 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, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

Council Member Iacoangeli listed the fees that are being charged for the event and said that he does not have an issue with \$150 special event fee because that is standard, but to charge them \$640 for police services when the event is to provide an opportunity for kids to have an Easter Egg Hunt, as well as to hand out food packages to 380 families, he finds it non-productive.

It was moved by Council Member Iacoangeli and seconded by Council Member Sisk that item 14 be approved with the exception that Council waive the \$640 fee for police services.

Following discussion on the item, a vote was taken on the motion.

Ayes: 4 Nays: 2 (Council Member Hensley and Molenda)

Motion carried.

15. The communication from the City Manager's Office, reporting back on a request from Steve Fernandez on behalf of the Monroe County Detachment Marine Corps League #147 for permission to hold a men's softball tournament / fundraiser for wounded veterans at Munson Park on April 24-26, 2015, and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to costs recovery & fee reductions 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.

Council Member Iacoangeli said he has similar concerns about the fees that are being charged to the Monroe County Detachment Marine Corps for a softball tournament to raise funds that will be given to the wounded veterans program for those who were wounded in the Iraq and Afghanistan war. He said that we are charging them \$150 special event fee but we are also charging \$750 to use our softball diamonds.

It was moved by Council Member Iacoangeli and seconded by Council Member Sisk that item 15 be approved with the exception that Council waive the \$750 fee to use the softball diamonds.

Following lengthy discussion on the item, a vote was taken on the motion.

Ayes: 4 Nays: 2 (Council Member Hensley and Molenda)

Motion carried.

17. The communication from the Director of Engineering & Public Services, submitting a change order for additional work to the Navarre Library, and recommending that Council authorize up to an additional \$4,000 in construction costs to Envision Builders for the above items subject to a corresponding transfer from

previously-allocated architectural costs, and that the Director of Engineering & Public Services be authorized to issue any necessary change orders to carry out the work.

Adam Yeager, 1833 South Custer Road noted that the agenda lists additional cost amounts but not the initial cost to replace the windows or the number of windows that are being replaced.

Patrick Lewis, Director of Engineering & Public Services noted that this fact sheet is upping the contractual cost of a project that was previously bid for original construction to add window blinds to the windows.

Council Member Hensley noted that the original cost of the project was \$65,300.

It was moved by Council Member Hensley and seconded by Council Member Vining that item 17 be approved.

Ayes: 6 Nays: 0

Motion carried.

18. The communication from the Director of Engineering & Public Services, submitting a contract to purchase a 2015 Ford explorer to replace the 2011 Crown Victoria Police patrol vehicle, and recommending that Council award a contract to purchase one (1) 2015 Utility Interceptor All Wheel Vehicle for a total price of \$27,595 from Signature Ford of Owosso, Michigan, and further recommending that the Director of Engineering & Public Services be authorized to prepare a purchase order for the above amount.

Council Member Rafko said the fact sheet states that this purchase would replace a damaged vehicle and asked if the insurance covered the damage.

Ed Sell, Finance Director said the deductible on City vehicles is \$1,000 and this vehicle was totaled. He said the payout was about \$6,000 for the 2009 vehicle and that the vehicle was scheduled to be replaced next year anyway.

Council Member Rafko asked how the damage occurred.

George Brown, City Manager said that he isn't sure how the damaged occurred but that they would get the information to Council Member Rafko.

It was moved by Council Member Iacoangeli and seconded by Council Member Hensley that item 18 be approved.

Ayes: 6 Nays: 0

Motion carried.

Council Comments.

Council Member Iacoangeli said that he would like to see Citizen Comments added to the start of the agenda between Proclamations and Presentations to allow Citizens the opportunity to comment about something that is not on the agenda so they don't have to wait until the end of the meeting.

Tom Ready, Attorney said that he will review the Charter as well as Ordinances related to Council proceedings but that it is his impression and experience that a number of municipalities invite comments at the onset of the meeting and sometimes at the end of the meeting as well.

It was moved by Council Member Iacoangeli and seconded by Council Member Sisk to instruct the City Attorney to explore the option of placing Citizen Comments at the onset and at the end of the agenda.

Ayes: 6 Nays: 0

Motion carried.

Council Member Iacoangeli made comments regarding the history of St. Joseph Church and said he would like to suggest that a committee be formed of himself, Council Member Hensley and that Council Member Vining serve as Chairman to work with interested organizations that could use the facility and open a dialog with the archdiocese to make sure that the facility is used productively for the community and return to City Council with appropriate recommendations.

It was moved by Council Member Iacoangeli and seconded by Council Member Hensley that Council form a subcommittee to research the potential usage of St. Joseph and come back to Council with recommendations.

Ayes: 6 Nays: 0

Motion carried.

Council Member Molenda commented on the loss of Lincoln and Christiancy Schools and how the City had worked with the school system to try and save them. He gave an update regarding the process made by the committee to explore various ways to use the Sawyer Homestead.

Council Member Rafko commented on being a member of the committee to explore uses of the Sawyer Homestead and also commented on caring for others in the community.

Council Member Sisk asked if other Council Members would consider changing the February 17 Council meeting to February 23 because he will be out of town that day. He asked Peggy Howard, Director of Human Resources to give an update on where the City stands in filling the three firefighter positions.

Peggy Howard, Director of Human Resources said that two of the three positions have been filled, that the eligibility list has been exhausted and the City will need to advertise again to form another list.

Council Member Sisk asked when the list was formed.

Peggy Howard, Director of Human Resources said she did not have that information with her.

Council Member Sisk expressed concern about how slow the process has been to hire three firefighters. He said Council asked for three firefighters last May and there are only two of the three positions filled. He explained that both Fire Chiefs have said that 15 traditional firefighters would be the desired number to staff each station with two firefighters on every shift and that we have a total of 9. He said he has had complaints from citizens about fire hydrants not being operational.

George Brown, City Manager noted that they're working to accelerate the hiring process, explained what steps have been taken to date and said they are making every effort to fill the position with a high quality candidate as soon as possible.

Council Member Sisk asked if someone could address the issue with the fire hydrants.

Robert Wight, Fire Chief said that the Hagan Street fire hydrant was difficult to open but it was operational. He said there is a fire hydrant inspection program in place which provides rotation inspection of the fire hydrants. He said they inspect the west side one year and the east side the following year and they flow a third of each side every year. He explained that process and how it affects the surrounding neighbors.

Citizen Comments.

Matt Bunklemen, 1148 Maple Blvd. spoke in favor of having public comment at the beginning of the meeting. He said he is here on behalf of Monroe Public Schools Board of Education and would like to have dialog between the MPS Board of Education, City Council and the Mayor's Office to create a working relationship between the two. He noted that there is a School Board meeting next Tuesday, January 27, and urged Council to attend the meeting.

Adjournment.

It was moved by Council Member Sisk and seconded by Council Member Rafko that the meeting adjourn at 10:03 p.m. until the Regular Meeting on Monday, February 2, 2014 at 7:30 p.m.

Ayes: 6 Nays: 0

Motion carried.

Michelle J. LaVoy
City Clerk-Treasurer

Robert E. Clark
Mayor

**CITY OF MONROE
COUNCIL WORK SESSION
MONDAY, JANUARY 26, 2015**

Work Session of the City Council of the City of Monroe, Michigan held on Monday, January 26, 2015 at 6:30 p.m. in the City Council Chambers.

Present: Council Member Hensley, Iacoangeli, Molenda, Rafko, Sisk (arrived 6:38) and Mayor Clark.

Excused: Council Member Vining.

Also Present: George Brown, City Manager
Tom Moore, Police Chief/Director of Public Safety
Robert Wight, Fire Chief
Matt Berge, Redstone Architects, Inc.
David Vivio, O'Brien Construction Co.
Ed Sell, Finance Director
Patrick Lewis, Director of Engineering & Public Services
Dan Swallow, Director of Economic & Community Development
Jeffrey Green, City Planner and Historic Preservation Officer
Keith Woodcock, Building Official
Andrew Smith, Citizens Planning Commission
Ken Miller, Citizens Planning Commission
Steve Swartz, Citizens Planning Commission
David Roberts, Citizens Planning Commission

George Brown, City Manager said that the results are in from the Public Safety Facility Architectural Schematics Design and noted that Patrick Lewis, Director of Engineering & Public Services has been the coordinator/liason of the work that's been done to date. He said that Matt Berge, Redstone Architects, Inc., is here to give a presentation and then Council will have discussion on site development cost.

Patrick Lewis, Director of Engineering & Public Services gave a brief overview of the items that were given to Council regarding the project.

Matt Berge, Redstone Architects, Inc. gave a brief presentation of the Architectural Schematics Design of the Public Safety Facility.

Following Council discussion regarding the Architectural Schematics Design of the Public Safety Facility, the Central Fire Station site development and the need to educate the public on the ballot proposal, Mayor Clark declared the meeting adjourned at 7:33 p.m.

Michelle J. LaVoy
Clerk-Treasurer

Robert E. Clark
Mayor

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
000006565	A-1 LAWN SPRINKLERS INC				
	32580	WINTERIZATION SPRINKLER SYST WEIPERT PARKING LOT	50.00		
	32581	WINTERIZATION SPRINKLER SYST RIVERFRONT PARKING LOT	200.00		
	32660	WINTERIZATION SPRINKLER SYST ST MARYS PARK	120.00		
	32661	WINTERIZATION SPRINKLER SYST SAWYER HOUSE	50.00		
	32662	WINTERIZATION SPRINKLER SYST MEMORIAL PARK	70.00		
	32663	WINTERIZATION SPRINKLER SYST MUNSON PARK	200.00		
TOTAL FOR: A-1 LAWN SPRINKLERS INC			690.00		
000000094	AUTO TRIM DESIGN EXPRESS OF MONROE				
	5890	DECAL REPLACEMENT & LABOR # 04	95.00		
TOTAL FOR: AUTO TRIM DESIGN EXPRESS OF MONROE			95.00		
000000106	B&L OFFICE MACHINES				
	12780	SERVICE CALL POWER CORD REPAIRED	130.00		
	12863	HP 4000, HP 3600 & DELL 1250 TONER REFILLS	311.70		
	12877	HP 4100 REFILL	68.95		
TOTAL FOR: B&L OFFICE MACHINES			510.65		
000000262	C&M WIRE ROPE & SUPPLY INC				
	92238	TARP SYSTEMS FOR STERLING DUMP TRUCKS	2,007.52		
TOTAL FOR: C&M WIRE ROPE & SUPPLY INC			2,007.52		
000006547	CHEMTRADE CHEMICALS COPRORATION				
	90694866	LIQUID ALUMINUM SULFATE PURCHASE	3,320.50		
TOTAL FOR: CHEMTRADE CHEMICALS COPRORATION			3,320.50		
000000204	CINTAS CORPORATION 306				
	306271291	SHOP TOWELS FOLDED RED	73.04		
	306271292	BLACK MATS	222.10		
TOTAL FOR: CINTAS CORPORATION 306			295.14		
000005900	CINTAS FIRST AID & SAFETY #325				
	5002348373	MEDICAL SUPPLIES	78.99		
TOTAL FOR: CINTAS FIRST AID & SAFETY #325			78.99		
000000296	COMPREHENSIVE RISK SERVICES INC				
	1/28/15	REIMBURSE CRS DISBURSEMENTS # 3722 - 3732	9,200.11		
TOTAL FOR: COMPREHENSIVE RISK SERVICES INC			9,200.11		
000006494	CRYSTAL FLASH				
	803378	ASSESSOR VEHICLE FUEL 1/1 - 1/15/15	7.45		
	803379	BUILDING VEHICLE FUEL 1/1 - 1/15/15	121.89		
	803380	D P S VEHICLE FUEL 1/1 - 1/15/15	3,078.46		
	803381	ENGINEERING VEHICLE FUEL 1/1 - 1/15/15	100.33		
	803382	D P S VEHICLE FUEL 1/1 - 1/15/15	22.22		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
803383		POLICE VEHICLE FUEL 1/1 - 1/15/15	2,298.45		
803384		WASTEWATER VEHICLE FUEL 1/1/15 - 1/15/15	639.67		
803385		WATER VEHICLE FUEL 1/1/15 - 1/15/15	1,167.15		
803565		BUILDING DEPT VEHICLE FUEL 1/16 - 1/18/15	28.44		
803566		D P S VEHICLE FUEL 1/16 - 1/18/15	46.86		
803568		POLICE VEHICLE FUEL 1/16 - 1/18/15	432.15		
803569		WASTEWATER VEHICLE FUEL 1/16/15 - 1/18/15	144.89		
803570		WATER VEHICKLE FUEL 1/16/15 - 1/18/15	33.83		
TOTAL FOR: CRYSTAL FLASH			8,121.79		
0000006623	DALY MERRIT INC. 366766	P&L INSURANCE RFP CONSULTING	5,000.00		
	366767	P&L Insurance RFP Consulting	5,000.00		
TOTAL FOR: DALY MERRIT INC.			10,000.00		
0000000353	DELTA DENTAL PLAN OF MICHIGAN 1/26/15	DENTAL INSURANCE PREMIUMS FEBRUARY 2015	1,491.00		
	12/31/14	DENTAL INSURANCE PREMIUM DECEMBER 2014	9,941.93		
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN			11,432.93		
0000001245	THE DETROIT SALT CO LLC 46969	BULK ROCK SALT - WINTER 2014-15	2,661.19		
	47042	BULK ROCK SALT - WINTER 2014-15	2,593.37		
	47116	BULK ROCK SALT - WINTER 2014-15	8,014.28		
TOTAL FOR: THE DETROIT SALT CO LLC			13,268.84		
000000359A	DTE ENERGY 7809-7 1214	0000-7809-7 TRAFFIC & STREET LIGHTS 12/1 - 12/31/14	33,440.10		
	7834-5 1214	0000-7834-5 AIRPORT 12/1 - 12/31/14	69.95		
TOTAL FOR: DTE ENERGY			33,510.05		
0000006065	DYKEMA GOSSETT PLLC 1612483	MONTHLY RETAINER DECEMBER 2014	5,000.00		
TOTAL FOR: DYKEMA GOSSETT PLLC			5,000.00		
0000000429	EMPCO INC 3488	OFF THE SHELF EXAM V5901	330.00		
TOTAL FOR: EMPCO INC			330.00		
0000000453	ETNA SUPPLY S101309848.001	1" K COPPER	4,599.40		
	S101314106.001	1" K Copper	377.00		
TOTAL FOR: ETNA SUPPLY			4,976.40		
0000000135	FLEETPRIDE				

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	66059092	CLUTCH 1991 BANDIT BRUSH CHIPPER #797	1,624.00		
TOTAL FOR: FLEETPRIDE			1,624.00		
0000001819	FLORAL CITY TREE SERVICE 83935	BURNING OF CITY OF MONROE FORESTRY REFUSE	3,450.00		
TOTAL FOR: FLORAL CITY TREE SERVICE			3,450.00		
0000000484	FRENCHTOWN CHARTER TWP 1/20/15	BILLING OF SEWER DEC & JAN BILL	79,365.60		
	5807 028 W14	WINTER TAX 2014 #5807 028 509 00 6369 PTE AUX PEAX	1,529.19		
	5807 945 W14	WINTER TAX 2014 # 5807 945 194 00 2916 N CUSTER	44.64		
	5807 945 W14	WINTER TAX 2014 # 5807 945 194 00 2916 N CUSTER	44.64		
TOTAL FOR: FRENCHTOWN CHARTER TWP			80,984.07		
0000000485	FRIENDLY FORD INC 291581	REPAIR TO MPD UNIT 50-04 DUE TO ACCIDENT	1,142.00		
TOTAL FOR: FRIENDLY FORD INC			1,142.00		
MISC	FRONTIER COMM MIFL284140914	WATER DEPT DAMAGED SERVICE LINE INSTALLING WATER SERVICE	474.55		
TOTAL FOR: FRONTIER COMM			474.55		
0000006391	HEALTH MANAGEMENT SYSTEMS OF AMERIC 6970115	EMPLOYEE ASSISTANCE PROG ADJUST COUNTS	222.11		
TOTAL FOR: HEALTH MANAGEMENT SYSTEMS OF AMERIC			222.11		
0000006621	HI-TECH SYSTEMS SERVICES INC 51833	HP All in One Tablets per 11/17/14 Council Approval	10,424.00		
TOTAL FOR: HI-TECH SYSTEMS SERVICES INC			10,424.00		
0000000605	DAVID C HOFFMAN INC 101-2015	DOWNTOWN SNOW HAULING	340.00		
TOTAL FOR: DAVID C HOFFMAN INC			340.00		
0000000611	HOPPERT FARMS INC 3554	SIX YARDS SCREENED TOPSOIL	120.00		
TOTAL FOR: HOPPERT FARMS INC			120.00		
0000006083	HYDRO-DESIGNS INC 34523-IN	FY 2014-15 CROSS CONNECTION INSPECTION 125 INSPECTIONS	1,563.00		
TOTAL FOR: HYDRO-DESIGNS INC			1,563.00		
0000006437	INDUSTRIAL PAINTING CONTRACTORS INC 1066	LABOR TO REPAIR MIXER PER WIENDEMULLER INVOICE	400.00		
TOTAL FOR: INDUSTRIAL PAINTING CONTRACTORS INC			400.00		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000004450	JAMES S JACOBS ARCHITECTS PLLC 26384	NAVARRE LIBRARY WINDOW REPLACEMENT - PROFESSIONAL SERVICE	602.50		
TOTAL FOR: JAMES S JACOBS ARCHITECTS PLLC			602.50		
0000006637	JOMAR GROUP LTD 653794	ACTUATOR REPLACEMENT	1,394.48		
TOTAL FOR: JOMAR GROUP LTD			1,394.48		
MISC	KECK, GARY & CATHERINE 01/28/2015	OVERPAYMENT OF TAXES	111.88		
TOTAL FOR: KECK, GARY & CATHERINE			111.88		
0000006418	KIESLER POLICE SUPPLY INC A0722222	FEDERAL 45 AUTO 230GR FMJ	1,610.00		
TOTAL FOR: KIESLER POLICE SUPPLY INC			1,610.00		
0000000731	KUSHNER & COMPANY INC. 52035	MONTHLY FSA & COBRA ADMINSTRATIVE FEE	275.76		
TOTAL FOR: KUSHNER & COMPANY INC.			275.76		
0000006586	LINDE NORTH AMERICA INC 51251633	LIQUID OXYGEN PURCHASE	551.62		
TOTAL FOR: LINDE NORTH AMERICA INC			551.62		
MISC	MCLACHLIN, DONALD L & JOAN B 01/28/2015	OVERPAYMENT OF 2014 WINTER TAX BILL	103.65		
TOTAL FOR: MCLACHLIN, DONALD L & JOAN B			103.65		
0000000627	MERCY MEMORIAL HOSPITAL 2600000019 1214	EMPLOYEE PHYSICALS DECEMBER 2014	585.00		
TOTAL FOR: MERCY MEMORIAL HOSPITAL			585.00		
0000006574	MICHIGAN CHRONICAL PUBLISHING CO 90108	HELP WANTED - FIRE FIGHTER	350.00		
TOTAL FOR: MICHIGAN CHRONICAL PUBLISHING CO			350.00		
0000006642	MICHIGAN MEDICAL PRODUCTS INC 9146	REPAIR AUTOCLAVE	2,556.02		
TOTAL FOR: MICHIGAN MEDICAL PRODUCTS INC			2,556.02		
0000001130	MICHIGAN MUNICIPAL LEAGUE 1/20/15	ANNUAL MAMA CONFERENCE	120.00		
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			120.00		
0000005744	STATE OF MICHIGAN 1/15/15	IFT/OPT MONROE SCHOOL OPERATING	8,605.80		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
TOTAL FOR: STATE OF MICHIGAN			8,605.80		
0000001142	STATE OF MICHIGAN AP 373524	WORK ALONG E NOBLE FROM N MONROE TO N DIXIE	14,054.56		
TOTAL FOR: STATE OF MICHIGAN			14,054.56		
MISC	MIGLIORE, ANDREW & LISA 1/20/15	REFUND BUILDING PERMIT, WORK CANCELLED	45.00		
TOTAL FOR: MIGLIORE, ANDREW & LISA			45.00		
0000000828	MISS DIG SYSTEM INC 20144910	DATA PROCESSING CODES	369.00		
TOTAL FOR: MISS DIG SYSTEM INC			369.00		
MISC	MONROE HOSPICE 1/22/15	CONTRIBUTION FOR DEB WILSON MOTHER EDNA WILSON	50.00		
TOTAL FOR: MONROE HOSPICE			50.00		
0000000882	MONROE SPORTS VARSITY ATHLETIC 4226	YOUTH BB CAMP - SMCC COLOR T-SHIRTS (108)	405.00		
TOTAL FOR: MONROE SPORTS VARSITY ATHLETIC			405.00		
000000838B	CITY OF MONROE CUSR167101 12/14	CUSR-001671-0000-01 1671 N CUSTER 11/17 - 1/6/15	31.91		
TOTAL FOR: CITY OF MONROE			31.91		
838F	CITY OF MONROE				
	19-02014 W14	WINTER TAX 2014 WRY DRAIN # 19-02014-001	13,158.66		
	39-00225 W14	WINTER TAX 2014 120 E FIRST # 39-00225-000	1,077.62		
	59-01462 W14	WINTER TAX 2014 1305 E FRONT # 49-01462-000	135.67		
	59-01788 W14	WINTER TAX 2014 901 E LORAIN ST V # 59-01788-000	280.35		
	59-02014 W14	WINTER TAX 2014 FRTWN RESRT DRN # 59-02014-007	1,224.69		
	59-02014 W14	WINTER TAX 2014 BATES DREAIN # 59-02014-006	75.75		
	59-02014 W14	WINTER TAX 2014 DUBOIS DRAIN # 59-02014-005	252.50		
	59-02014 W14	WINTER TAX 2014 IVES DRAIN # 59-02014-004	126.25		
	59-02014 W14	WINTER TAX 2014 CITY ROADS # 59-02014-003	30,398.38		
	59-02014 W14	WINTER TAX 2014 GROSVENDOR DRAIN # 59-02014-002	6,749.41		
	59-02014 W14	WINTER TAX 2014 MASON RUN DRAIN # 59-02014-001	89,543.13		
	9L-CITYH W14	WINTER TAX 2014 120 E FIRST # 9L-CITYH-001	587.40		
	9L-FARMS W14	WINTER TAX 2014 KNAPP CUSTER MILL # 9L-FARMS-002	1,926.82		
TOTAL FOR: CITY OF MONROE			145,536.63		
0000000895	MOSHER ELECTRIC INC 14-1023	INSTALL THE LED RETROFIT LIGHTING KITS IN VARIOUS AREAS I	640.00		
TOTAL FOR: MOSHER ELECTRIC INC			640.00		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000006558	MUTUAL OF OMAHA 360307758	LIFE & DISABILITY INSURANCE FEBRUARY 2015	2,037.82		
TOTAL FOR: MUTUAL OF OMAHA			<u>2,037.82</u>		
0000001021	POLYDYNE INC 940031	CATONIC POLYMER	4,994.00		
TOTAL FOR: POLYDYNE INC			<u>4,994.00</u>		
0000006254	PRANAM GLOBALTECH INC 1	FIX PROGRAM PROJECT FOR 502 WINCHESTER, COUNCIL APPROVED	17,936.00		
TOTAL FOR: PRANAM GLOBALTECH INC			<u>17,936.00</u>		
0000001040	PSYBUS 15268	PSYCHOLOGICAL EVALUATION PUBLIC SAFETY OFFICERS	585.00		
TOTAL FOR: PSYBUS			<u>585.00</u>		
0000006473	PULSAR ELECTRONICS INC 80016	REPLACEMENT FIRE ALARM SYSTEM @ SAWYER HOUSE	3,500.80		
TOTAL FOR: PULSAR ELECTRONICS INC			<u>3,500.80</u>		
0000005883	JOHN E REID & ASSOC INC 155297	4 DAY INTERVIEW & INTERROGATION TRAINING	2,525.00		
TOTAL FOR: JOHN E REID & ASSOC INC			<u>2,525.00</u>		
0000003975	RS CONTRACTING INC 1/20/15 EST# FINAL	2014 Pavement Marking Program	2,280.29		
TOTAL FOR: RS CONTRACTING INC			<u>2,280.29</u>		
0000001085	S&L FERTILIZER CO 5	SLUDGE HAULING FY 14-15	10,111.15		
	6	SLUDGE HAULING FY 14-15	10,261.18		
TOTAL FOR: S&L FERTILIZER CO			<u>20,372.33</u>		
MISC	SAMMONS, RICH 01/28/2015	UB refund for account: 3450	981.13		
TOTAL FOR: SAMMONS, RICH			<u>981.13</u>		
0000004929	SISTERS, SERVANTS OF THE IHM 5252	REFRESHMENTS 1-4-15	95.00		
TOTAL FOR: SISTERS, SERVANTS OF THE IHM			<u>95.00</u>		
MISC	SUDDUTH, HAROLD 1/27/15	PAY FOR MAIL BOX DAMAGED BY FORESTRY DEPARTMENT	18.09		
TOTAL FOR: SUDDUTH, HAROLD			<u>18.09</u>		
0000006179	VIENNA JUNCTION LF				

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	26671	LANDFILL DISPOSAL CHARGES FY 14-15	16,939.17		
	26838	LANDFILL DISPOSAL CHARGES FY 14-15	18,104.38		
TOTAL FOR: VIENNA JUNCTION LF			<u>35,043.55</u>		
0000000215	WASTE MANAGEMENT INC 7661431	TRASH PICK UP DECEMBER 2014	68,134.22		
TOTAL FOR: WASTE MANAGEMENT INC			<u>68,134.22</u>		
TOTAL - ALL VENDORS			540,083.69		

Balance Detail Report
City Of Monroe
01/29/2015 08:36

Account: ██████████ **Checking - General - USD** **Report On: Previous Day Data**
Start Date: 01/15/2015 00:00 **Transaction Groups: ACH Debit**
End Date: 01/28/2015 23:59 **ZBA Display: Both Credit and Debit**
Sorted By: Account Number, Date, Credit/Debit
Orientation: Portrait

Bank ABA# : Fifth Third Bank (Northwestern Ohio) - ██████████

Account : ██████████ -Checking - General - USD

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
01/15/2015	ACH Debit Received		100101582694		2,681,610.33
	Description: CITYOFMONR 1243 TAX TRANS 3860046383 011515 OFFSET TRANSACTION				
01/21/2015	ACH Debit Received		100105481412		996.64
	Description: Point Pay Coll 8888916064 6566 City of Monroe 012115				
01/28/2015	ACH Debit Received		100104460287		395.27
	Description: Point Pay Coll 8888916064 6566 City of Monroe 012815				

	Credits	Debits
Total Amount	0.00	2,683,002.24
Total Number of Items	0	3

Confidential

Balance Detail Report
City Of Monroe
01/29/2015 08:38

Account: ██████████ **Checking - Payroll - USD** **Report On: Previous Day Data**
Start Date: 01/15/2015 00:00 **Transaction Groups: ACH Debit**
End Date: 01/28/2015 23:59 **ZBA Display: Both Credit and Debit**
Sorted By: Account Number, Date, Credit/Debit
Orientation: Portrait

Bank ABA# : Fifth Third Bank (Northwestern Ohio) ██████████

Account : ██████████ Checking - Payroll - USD

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
01/15/2015	ACH Debit Received		100102896189		212.31
	Description: FUNDS TRANSFER TO CK: XXXXXX7018 REF # 00646707730				
01/15/2015	ACH Debit Received		100101582752		754.75
	Description: CITYOFMONR 9653 MI TAX 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582693		1,988.51
	Description: CITYOFMONR 9653 CHILD SUPP 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582698		2,250.86
	Description: CITYOFMONR 9653 NWRS 457 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582690		2,550.85
	Description: CITYOFMONR 9653 DUES 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582692		4,679.76
	Description: CITYOFMONR 9653 RHS 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582688		7,399.08
	Description: CITYOFMONR 9653 RHCF 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582697		9,723.62
	Description: CITYOFMONR 9653 ICMA 457 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582744		32,562.62
	Description: CITYOFMONR 9653 MI TAX 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582691		76,800.37
	Description: CITYOFMONR 9653 PENSION 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582727		81,444.30
	Description: CITYOFMONR 9653 TAX PYMT 3860046380 011515 OFFSET TRANSACTION				
01/15/2015	ACH Debit Received		100101582689		233,918.08
	Description: CITYOFMONR 9653 PAYROLL 3860046380 011515 OFFSET TRANSACTION				
01/16/2015	ACH Debit Received		100102837837		10,068.00
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 0116'5				
01/16/2015	ACH Debit Received		100102838005		19,550.00
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 0116'5				
01/22/2015	ACH Debit Received		100107784492		50.00
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 0122'5				
01/22/2015	ACH Debit Received		100107784578		300.00
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 0122'5				
01/26/2015	ACH Debit Received		100104275109		50.00
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 0126'5				
01/26/2015	ACH Debit Received		100104275347		300.00
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 0126'5				

	Credits	Debits
Total Amount	0.00	484,603.11
Total Number of Items	0	18

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FLOWERING RUSH ERADICATION – RIVER RAISIN



HISTORY TIMELINE

- Discovered in River Raisin in 2002



HISTORY TIMELINE

- 2007 Flowering Rush Pulls-Soldier's & Sailors Park



FRED – Flowering Rush Eradication Days

HISTORY TIMELINE

- 2014 Monroe County Environmental Grant Fund – “Eliminate the Flowering Rush in the River Raisin”
- Demonstration Project

**The City of Monroe
Commission on the Environment
and Water Quality:**



**Application to the Monroe County
Environmental Fund for funding a
Pilot Project to Eliminate the
Flowering Rush in the River Raisin**



HISTORY TIMELINE

- 2015 Michigan Invasive Grant Application
 - Partnered (via MOU) with the International Wildlife Refuge Alliance on behalf of the Detroit River-Western Lake Erie Cooperative Weed Management Area
- Treat River Raisin (Munson to Hellenberg) for 2 Years





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ordinance 15-001, to Amend Several Sections of Chapter 22, Boards, Commissions, Authorities and Committees, Article VI, Recreation Advisory Commission, of the Code of the City of Monroe.

DISCUSSION: The Recreation Advisory Commission (RAC) was first formed as an entity that predominantly developed and amended rules for the various sports programming activities of the City, the most dominant of which was the adult softball league. More recently, the RAC has evolved into a more broad-based advisory body that has sought to provide City Council with input on how to improve recreation programming in the City as well as suggest ways the City could enhance its parks and recreation facilities. As with many advisory groups to the City Council, the RAC has also worked on the longer-term planning documents such as the 5-year Parks and Recreation Master Plan. This is a comprehensive document that helps guide City Council in their parks and recreation budgeting and facility maintenance decisions.

Despite these functional changes, the City's ordinance constituting the RAC (Chapter 22, Article VI) remained focused on its rule-making activities. Additionally, this ordinance Article contained several sections regarding the number and make-up of the group, and dismissal and reappointment procedures, which no longer reflected how the RAC was operating. Finally, the RAC felt adding "Parks" term in its title would more accurately reflect its growing role in reviewing and advising Council on parks and facility development, redevelopment and rehabilitation.

Attached you will find several proposed amendments to Chapter 22, Article VI of the Code of the City of Monroe that deals with the Recreation Advisory Commission.

IT IS RECOMMENDED that City Council approve the first reading of the ordinance 15-001 to amend several sections of Chapter 22, Boards, Commissions, Authorities and Committees, Article VI, Recreation Advisory Commission, of the Code of the City of Monroe; and schedule the second reading and public hearing for the February 2, 2015 City Council meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: None

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: Recreation Advisory Commission

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Recreation Advisory Commission, Recreation Department Staff, and City Council.

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

*

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

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 1/12/15

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: January 20, 2015

ORDINANCE 15-001

1 An Ordinance to amend several sections of Chapter 22, Boards, Commissions,
2 Authorities and Committees, Article VI, Monroe Recreation Advisory Commission, of the
3 Code of the City of Monroe.

4 **THE CITY OF MONROE ORDAINS:**

5 **SECTION 1. AMENDMENT OF CHAPTER 22. BOARDS, COMMISSIONS,**
6 **AUTHORITIES AND COMMITTEES**

7 Article VI. **Monroe Parks and** Recreation Advisory Commission
8 **§ 22-21. Composition; terms of office; removal.**

9 A. The **Monroe Parks and** Recreation Advisory Commission shall consist of **not**
10 **less than seven (7) and not more than nine (9)** members, selected and
11 appointed by the Mayor and Council. Members of the Commission shall be
12 residents of the City. Appointments to the Commission, whenever possible, shall
13 reflect the diversity of ~~participants in the City recreation programs.~~
14 **Reappointment to the Commission shall be based upon the individual's**
15 **interest in City park facilities and recreation programs, rate of attendance**
16 **and their participation in the deliberations of the Commission.**

17 B. Present members serving under repealed ordinances shall continue the terms
18 for which they were appointed. As terms expire, members shall be appointed for
19 terms of three years, except that the initial appointments under this article shall
20 be staggered so that subsequent appointments shall not recur at the same time.
21 Appointments shall expire on June 30 of the appropriate year. Members shall be
22 eligible for reappointment. ~~Reappointment to the Commission shall be based~~
23 ~~upon individual interest in City recreation programs, rate of absenteeism~~
24 ~~and individual contribution.~~

25
26 C. ~~Any member missing three consecutive meetings without a valid excuse~~
27 ~~shall be removed. Notice of removal shall be sent to the individual. The~~
28 ~~Chairperson of the Commission shall inform City Council when an~~
29 ~~individual has accrued three consecutive unexcused absences. Council~~
30 ~~shall, upon notification, appoint an appropriate replacement for the~~

31 ~~unexpired term of the removed individual.~~ Members may be removed by
32 the City Council for excessive absences, neglect of duty or malfeasance in
33 office.

34
35 **§ 22-22. Functions and duties.**

36 The Monroe Parks and Recreation Advisory Commission shall carry out the following
37 functions and perform the following duties:

38 A. It shall advise the Director of Parks and Recreation and make recommendations
39 to the Mayor and City Council ~~and the Director as to City~~ on the
40 development and use of existing and proposed parks and recreation
41 facilities and programs.

42 ~~B. It shall formulate and enforce rules governing department of participants~~
43 ~~in City recreation programs. Said rules, when formulated, shall be~~
44 ~~submitted to City Council for approval and promulgation through the~~
45 ~~Department of Parks and Recreation.~~

46 B. It shall formulate and convey recommendations to Mayor and City Council
47 regarding recreation programs and leisure services after determining
48 community needs, taking into account such things as the community
49 desires, participation rates, programs offered by other organizations and
50 the resources needed and available to provide them. It shall: 1) evaluate
51 existing programs, to recommend whether they should be maintained,
52 expanded, reduced or eliminated; 2) recommend new programs; 3)
53 evaluate the availability and suitability of recreation facilities; and 4)
54 promote recreation programs and leisure services.

55 C. It shall formulate and convey recommendations to Mayor and City Council
56 regarding the development, redevelopment, rehabilitation and
57 management of park and recreation areas. It shall review and evaluate
58 plans for present and future facilities to evaluate their consistency with the
59 Parks and Recreation Master Plan. It shall consider and include estimates
60 of the costs and other resource needs related to its recommendations,
61 including their fiscal feasibility and impact, taking into account the
62 priorities, budgets and capital improvement plans established by the
63 Mayor and City Council for these and other City services and needs.

64 **D. It shall assist with the site master planning and programming for current**
65 **and future park facilities, including, if requested, the selection of**
66 **consultants and other professionals.**

67 **E. It shall review and make recommendations to the Director of Parks and**
68 **Recreation, Mayor and City Council on rules and regulations for park,**
69 **recreation and leisure service areas or facilities.**

70 **CF.** It shall serve as an appeals board for actions taken as a result of disciplinary
71 rulings ~~of the~~ **by the Director of Parks and Recreation related to non-**
72 **compliance with adopted rules and regulations for arising out of the City**
73 **recreation programs Park and Recreation activities and facilities.** It shall
74 ~~set-up rules for handling the process of review and amend~~ the appeals
75 **procedure** and shall be the final authority in the appeals procedure.

76 **G. It shall assist in the preparation and review of the Parks and Recreation**
77 **Master Plan and make recommendations to the Mayor and City Council**
78 **regarding its content, as it relates to programs, facilities and community**
79 **surveys.**

80 **H. It shall review the annual budget and capital improvements program and**
81 **provide the City Council with advice and recommendations related to their**
82 **conformity with the short and long range objectives outlined in the Parks**
83 **and Recreation Master Plan.**

84 **DJ.** ~~It shall, if willing to do so, and upon request of the Director, without~~
85 ~~obligation to the City for any financial contribution, advise the Director of~~
86 ~~the Commission's recommendations for park development.~~

87 **EJ.** It may, in the performance of its duties and upon the approval of a request to the
88 City Manager, draw upon the expertise and advice of the administrative staff of
89 the City.

90
91 **§ 22-23. Officers; meetings; quorum; records and reports.**

92 A. The **Monroe Parks and** Recreation Advisory Commission shall establish ~~rules~~
93 **bylaws** providing for the holding of its meetings and for the election of a
94 Chairperson, Vice Chairperson and Secretary.

95 B. The Director of Parks and Recreation **or his/her designee** shall serve as
96 Executive Secretary of the Commission.

- 97 C. All meetings of the Commission shall be open to the public, and any person or a
98 representative of his or her choice shall be entitled to appear and be heard on
99 any matter before the Commission before it reaches its decision. The
100 Commission shall keep a record, which shall be open to public view, of its
101 resolutions, proceedings and actions.
- 102 D. A majority of the members of the Commission shall constitute a quorum.
- 103 E. The Commission shall report as requested to the City Council on its activities
104 and the results thereof.

105 **SECTION 2. REPEALER**

106 This Ordinance repeals and replaces all former ordinances or parts thereof conflicting
107 or inconsistent with the provisions of this Ordinance.

108 **SECTION 3. SAVINGS CLAUSE**

109 All proceedings pending and all rights and liabilities existing, acquired or incurred at
110 the time this Ordinance takes effect are saved and may be consummated according to the
111 law in force when they are/were commenced.

112 **SECTION 4. SEVERABILITY.**

113 If any section, subsection, sentence, clause or phrase of this Ordinance is declared
114 unconstitutional by a court of competent jurisdiction, such decision or holding shall not affect
115 the validity of the remaining portions of this Ordinance.

116 **SECTION 5. EFFECTIVE DATE.**

117 This Ordinance shall be in full force and effect Twenty (20) days after final passage and
118 publication.

READY, HELLER & READY, PLLC

ATTORNEYS AT LAW

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THOMAS D. READY
MICHAEL L. HELLER
JOHN F. READY
KENNETH J. LAURAIN

JOHN J. SULLIVAN
OF COUNSEL

January 22, 2015

City of Monroe
ATTN: Mr. George Brown, City Manager
120 East First Street
Monroe, MI 48161

RE: OPINION CONCERNING COUNCIL PROCEDURE; City of Monroe 2015

Dear Mr. Brown:

A question came up at the meeting of the Monroe City Council held on January 20, concerning placement of the citizen comments item on the agenda, specifically whether the Council could provide the opportunity for citizen comments at or toward the beginning of the agenda.

Chapter 34 of the Monroe Code deals with Council Proceedings. Section 34-1 provides: "The Charter of the City of Monroe provides that the City Council may determine its own rules of procedure for meetings."

The Ordinance does not specify the order of the agenda and does not require that citizen comments be put in a particular place on the agenda.

It is therefore my opinion that City Council may, by majority vote, determine at what place or places on the agenda citizen comments may occur.

Respectfully submitted,

READY, HELLER & READY, PLLC



Thomas D. Ready

TDR/rml



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ordinance 15-002, an Ordinance to add Chapter 448. Neighborhood Enterprise Zones to the Code of the City of Monroe.

DISCUSSION: The Neighborhood Enterprise Zone (NEZ) program provides a property tax incentive for the development and rehabilitation of residential housing. Under the guidelines outlined in Public Act 147 of 1992, the City of Monroe can designate one or more “zones” or areas within the City where residential properties would enjoy specific tax abatements. For new construction, the properties could apply for a ~50% reduction in the millage rate compared to what they would normally pay if the NEZ was not established. For rehabilitation projects, the taxable value can be frozen so that there is no tax increase as a result of the improvements to an existing property. A majority of the property must be owner occupied in order to qualify, so the program can help encourage owner-occupied housing.

The Citizens Planning Commission has studied this property tax incentive over the last few years and looked at existing programs in other communities. A number of communities around the State have had NEZ’s for several years including Battle Creek, Detroit, Grand Rapids, Holland, Kalamazoo, Lansing, and Wyandotte. One of the more successful programs has been in nearby Wyandotte where they have combined this incentive with Tax Increment Financing (TIF) district resources and Neighborhood Stabilization Program (stimulus) funds. While Monroe does not have TIF districts outside the Downtown Development Authority (DDA); we do have the existing CDBG FIX Program funds that could be used in combination with this tax incentive to help the designated NEZ’s.

Attached to this fact sheet, you will find maps of two areas within the City that the Citizens Planning Commission has recommended NEZ designation. The first area extends from the eastern edge of the central business district, eastward to Eastchester Street in the southeast area of the City. This Zone encompasses key redevelopment areas including the Old Village Plat, the former Lincoln School property, and the Monroe Auto Equipment Company (MAECO) site. The School property has been demolished and cleared, and the MEACO site is currently undergoing demolition. Once cleared, the most likely re-use of these properties includes predominantly residential uses, with possibly small neighborhood commercial uses as part of a mixed-use development. Therefore, this area would be targeted for new construction, which will need incentivizing in this historically industrial area of the City.

The second area recommended for designation is the southwest area of the City near the Woodcraft Square condominium complex. This area of the City has experienced declining property values through the recent housing crisis, which encouraged investors to purchase homes for rental properties. While most landlords are good about maintaining their properties, generally speaking, owner occupied homes receive a higher level of on-going investment. People are more likely to rehabilitate and upgrade a home which they own. This zone would be targeted for rehabilitation, and could be further encouraged through use of the City’s CDBG funded FIX program. Additionally, the Monroe County Opportunity Program (MCOP) has received housing rehabilitation funds through the Michigan State Housing Development Authority (MSHDA), and has targeted this area for investment.

Based on the potential to encourage investment in residential properties in the City, the Citizens Planning Commission (CPC) recommended proceeding with the implementation of a Neighborhood Enterprise Zone (NEZ) program and designating the two areas (zones) described above.

The steps involved in establishing the NEZ's is fairly straight forward, with City Council taking the following actions:

1. Adopt an ordinance that outlines the intent of the NEZ program and establishes a procedure for designation of NEZ's (*Purpose of this proposed ordinance*). While this type of ordinance amendment is not *required* by the State statute, it does formalize the procedure and provide direction for this or future Councils on how new or modified NEZ's should be established.
2. City Council by resolution designates one or more NEZ's. Each NEZ must contain, at minimum, 10 platted parcels of land, and must be "compact and contiguous."
 - a. Written notice is provided to each taxing unit (exp. County, Schools, Library, etc.) not less than 60 days before passing the resolution and a public hearing is conducted.
 - b. The Council must make a finding in the resolution that the proposed NEZ(s) are consistent with the Master Plan, neighborhood preservation and economic development goals of the City.
 - c. Council adopts a statement as part of the resolution regarding the goals, objective and policies relative to the maintenance, preservation, improvement and development of housing for all persons living within the proposed NEZ(s).
 - d. The Assessor determines and furnishes the Council the amount of true cash value of the property located with the proposed NEZ and any other information considered relevant by the Council.
 - e. The Clerk of the City notifies the State Tax Commission of the resolution passage, including a copy of the resolution and a listing of each parcel located in the NEZ.
3. City Council must pass a housing inspection ordinance that, at minimum, requires that before the sale or transfer of a unit in a new or rehabilitated facility for which a NEZ certificate is in effect, an inspection is made of the property to determine compliance with any local construction or safety codes (a.k.a. time of sale inspection ordinance).

I am proposing the following timeline for City Council actions on the NEZ implementation steps:

February 2: 1st Reading of NEZ Ordinance and distribution of 60-day notices to other taxing jurisdictions for the public hearing and NEZ adoption.

February 17: Public hearings on the 2nd reading for NEZ Ordinance adoption and establishment of the two proposed NEZ's.

March 2: 1st reading for Residential Dwelling Certification (Time of Sale) Ordinance.

March 16: Public hearing and 2nd reading for Residential Dwelling Certification (Time of Sale) Ordinance adoption; Provide City Council with the cash value of the property in the proposed NEZ's and any other pertinent/requested information.

April 6: Adopt resolution establishing the two Neighborhood Enterprise Zones.

IT IS RECOMMENDED City Council approve the first reading of Ordinance 15-002, an Ordinance to add Chapter 448. Neighborhood Enterprise Zones to the Code of the City of Monroe; and schedule the public hearing and second reading for adoption for its February 17, 2015 regular meeting. **IT IS FURTHER RECOMMENDED** that City Council authorize the distribution of the public notice for the public hearing on establishment of the proposed Neighborhood Enterprise Zones, and schedule that public hearing for its February 17, 2015 regular meeting as prescribed in Public Act 147 of 1992.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 17, 2015

REASON FOR DEADLINE: Timely establishment of the NEZ's for upcoming construction season.

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: Economic and Community Development Division

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Assessing Department, Building Department, Planning Department, City Council, Other taxing jurisdictions (Exp. Monroe County, Monroe Public Schools, Monroe Co. ISD, Lake Erie Transit, Monroe County Library System, and Monroe County Community College), and property owners within the proposed zones.

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	\$ TBD*

*While there will be diminished property tax revenues from NEZ approved properties, the program should help incentivize investment in the NEZ's which will offset this loss in property taxes.

SOURCE OF FUNDS:	City	Account Number	Amount
	Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 01/27/15

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: February 2, 2015

ORDINANCE 15-002

An Ordinance to add Chapter 448. Neighborhood Enterprise Zones to the Code of the City of Monroe.

THE CITY OF MONROE ORDAINS:

1 **SECTION 1. ADDITION OF CHAPTER 448. NEIGHBORHOOD ENTERPRISE ZONES**

2 **Chapter 448: Neighborhood Enterprise Zones**

3

4 **GENERAL REFERENCES**

5 Blight — See Ch. 210.

6 Construction codes and regulations — See Ch. 275.

7 Property maintenance — See Ch. 525.

8

9 **STATUTORY REFERENCES**

10 Michigan Neighborhood Enterprise Zone Act, Public Act 147 of 1992, as amended, being MCLA 207.771
11 et seq.

12

13 **§ 448-1 Purpose.**

14 The purpose of this Chapter is to preserve City of Monroe neighborhoods and to further
15 the maintenance, preservation, improvement and development of housing for all
16 persons regardless of income level; to provide that the City, by resolution, may
17 designate one or more neighborhood enterprise zones pursuant to the Michigan
18 Neighborhood Enterprise Zone Act, Public Act 147 of 1992, as amended, being MCLA
19 207.771 et seq.; and to encourage, through ad valorem property tax benefits
20 established by said Act, the construction of new structures that have as their primary
21 purpose owner-occupied one or two unit residential housing and the rehabilitation of
22 existing structures having as their primary purpose residential housing consisting of one
23 to eight units, by bringing them into conformity with minimum standards of the Property
24 Maintenance Code of the City of Monroe and improving the livability of units.

25

26

27 **§ 448-2 Definitions.**

28 As used in this Chapter:

29

30 **CERTIFICATE OF COMPLIANCE**

31 Certificate issued by the Building Official / Zoning Administrator, or his or her
32 designee, attesting to the fact that a new or rehabilitated facility for which an
33 enterprise zone certificate is in effect is in compliance with the construction, property
34 maintenance or blight codes of the City.

35

36 **NEIGHBORHOD ENTERPRISE ZONE**

37 Zone designated by the City Council by resolution as a neighborhood enterprise
38 zone pursuant to the requirements of the Michigan Neighborhood Enterprise Zone
39 Act, Public Act 147 of 1992, as amended, being MCLA 207.771 et seq.

40

41 **NEIGHBORHOD ENTERPRISE ZONE CERTIFICATE**

42 Certificate as defined and issued pursuant to the Neighborhood Enterprise Zone Act.

43

44 **NEW FACILITY**

45 New structure or a portion of a new structure that has as its primary purpose
46 residential housing consisting of one or two units, one of which is or will be occupied
47 by an owner as his or her principal residence. "New facility" includes a new
48 individual condominium unit, in a structure with one or more condominium units,
49 which has as its primary purpose residential housing and that is or will be occupied
50 by an owner as his or her principal residence. "New facility" does not include
51 apartments.

52

53 **OWNER**

54 The record title holder of, or the vendee of the original land contract pertaining to, a
55 new facility or a rehabilitated facility for which a neighborhood enterprise zone
56 certificate is applied for or issued.

57

58 **REHABILITATED FACILITY**

59 Existing structure or a portion of a structure with a current true cash value of eighty
60 thousand dollars (\$80,000.00) or less per unit, that has or will have as its primary
61 purpose residential housing consisting of one to eight units, the owner of which
62 proposes improvements that, if done by a licensed contractor, would cost in excess
63 of five thousand dollars (\$5,000.00) per owner-occupied unit or fifty (50) percent of
64 the true cash value, whichever is less; or seven thousand five hundred dollars
65 (\$7,500.00) per non-owner-occupied unit or fifty (50) percent of the true cash value,
66 whichever is less, or the owner proposes improvements that would be done by the
67 owner and not a licensed contractor and the cost of the materials would be in excess
68 of three thousand dollars (\$3,000.00) per owner-occupied unit or four thousand five
69 hundred dollars (\$4,500.00) per non-owner-occupied unit, and will bring the structure
70 into conformity with minimum standards in the Property Maintenance Code of the
71 City of Monroe for occupancy or improve the livability of the units while meeting
72 minimum standard of the Property Maintenance Code of the City of Monroe.

73 "Rehabilitated facility" also includes an individual condominium unit, in a structure
74 with one or more condominium units, that has as its primary purpose residential
75 housing, the owner of which proposes the above described improvements.

76 "Rehabilitated facility" does not include a facility rehabilitated with the proceeds of an
77 insurance policy for property or casualty loss.

78

79 **§ 448-3 Designation of zones.**

80 The City, by resolution, may designate one or more neighborhood enterprise zones.

81

82 A. A neighborhood enterprise zone shall contain not less than ten (10) platted
83 parcels of land. All the land within a neighborhood enterprise zone shall also be
84 compact and contiguous.

85

86 B. The total acreage of the neighborhood enterprise zones designated under this
87 section shall not exceed fifteen (15) percent of the total acreage contained within
88 the boundaries of the City.

89 **§ 448-4 Application for certificate.**

90 Once a Neighborhood Enterprise Zone is established in the manner provided in **§ 448-3**
91 and the Neighborhood Enterprise Zone Act, any person who proposes to construct a
92 new facility or to rehabilitate property located in a Neighborhood Enterprise Zone, and
93 who intends to seek the tax benefits provided in the Neighborhood Enterprise Zone Act,
94 may file an application for a Neighborhood Enterprise Zone Certificate with the City
95 Clerk-Treasurer. The application must be filed before a building permit is issued for the
96 work proposed and shall be filed in the form and manner prescribed for in said Act. The
97 City shall charge a non-refundable application fee which shall be set by City Council
98 resolution and paid with the filing of the application. The application for a certificate shall
99 be subject to the requirements, approvals and conditions of the Neighborhood
100 Enterprise Zone Act.

101

102 **§ 448-5 Inspections and issuance of certificate of compliance.**

103 A. Before the sale of a new facility or a rehabilitated facility for which a
104 neighborhood enterprise zone certificate is in effect, an inspection by the Building
105 Department shall be requested and made in accordance with **Chapter 525,**
106 **Property Maintenance.**

107

108 B. No sale of any new or rehabilitated facility for which a neighborhood enterprise
109 zone certificate is in effect may be finalized until there is compliance with the
110 construction, property maintenance or blight codes of the City, and a Certificate
111 of Compliance attesting to the fact is issued by the Building Official or his or her
112 designee in accordance with **Chapter 525, Property Maintenance.**

113

114 *§ 448-6: § 448-14 Reserved*

115

116 **SECTION 2. REPEALER**

117 This Ordinance repeals and replaces all former ordinances or parts thereof conflicting
118 or inconsistent with the provisions of this Ordinance.

119 **SECTION 3. SAVINGS CLAUSE**

120 All proceedings pending and all rights and liabilities existing, acquired or incurred at
121 the time this Ordinance takes effect are saved and may be consummated according to the
122 law in force when they are/were commenced.

123 **SECTION 4. SEVERABILITY.**

124 If any section, subsection, sentence, clause or phrase of this Ordinance is declared
125 unconstitutional by a court of competent jurisdiction, such decision or holding shall not affect
126 the validity of the remaining portions of this Ordinance.

127 **SECTION 5. EFFECTIVE DATE.**

128 This Ordinance shall be in full force and effect Twenty (20) days after final passage and
129 publication.

Assessed Values

■	40,000+
■	30,001 to 40,000
■	20,001 to 30,000
■	10,001 to 20,000
■	500 to 10,000

City, Maine



NEZ 1 – East: Boundary Description

COMMENCING at the centerline of the intersection of S. Macomb Street and E. First Street;

Thence east along the centerline of E. First Street to the centerline of Eastchester Street;

Thence south along the centerline of Eastchester Street to the intersection of Eastchester Street and E. Fourth Street;

Thence west along the centerline of E. Fourth Street to the intersection of E. Fourth Street and Wadsworth Street;

Thence south along the centerline of Wadsworth Street to the intersection of Wadsworth Street and E. Sixth Street;

Thence west along the centerline of E. Sixth Street to the intersection of E. Sixth Street and Scott Street;

Thence south along the centerline of Scott Street to the intersection of Scott Street and E. Seventh Street;

Thence west along the centerline of E. Seventh Street to the intersection of E. Seventh Street and Washington Street;

Thence north along the centerline of Washington Street to the intersection of Washington Street and E. Seventh Street;

Thence west along the centerline of E. Seventh Street to the intersection of the E. Seventh Street and Alley #29-121 (located equidistant between Washington Street and Monroe Street and running parallel with both);

Thence north along the centerline of Alley #29-121 to the intersection of Alley #29-121 and E. Sixth Street;

Thence crossing E. Sixth Street and continuing north along the centerline of Alley #29-123 (extended) to the centerline of E. Fifth Street;

Thence crossing E. Fifth Street and continuing north along the centerline of Alley #30-1 to the centerline of E. Fourth Street;

Thence crossing E. Fourth Street and continuing north along the centerline of Alley #29-6 to the centerline of E. Third Street;

Thence east along the centerline of E. Third Street to the intersection of E. Third Street and Alley #29-8 (located equidistant between Washington Street and S. Macomb Street and running parallel with both);

Thence north along the centerline of Alley #29-8 to the intersection of Alley #29-8 and E. Second Street;

Thence east along the centerline of E. Second Street to the intersection of E. Second Street and S. Macomb Street;

Thence north along S. Macomb Street to the POB (at the intersection of S. Macomb Street and E. First Street)



NEZ 2 – West: Boundary Description

COMMENCING at the centerlines of the intersection of W. Fifth Street and Adams Street;

Thence southerly along the centerline of Adams Street to the centerline of Josephine Court;

Thence westerly along the centerline of Josephine Court to the intersection of Josephine Court (extended) and Union Street;

Thence northerly along the centerline of Union Street to the intersection of Union Street and W. Fifth Street;

Thence easterly along the centerline of W. Fifth Street to the POB (at the intersection of W. Fifth Street and Adams Street).



Economic and Community Development Division

120 East First Street
Monroe, MI 48161-2169
(734) 384-9186

PUBLIC HEARING NOTICE ESTABLISHMENT OF NEIGHBORHOOD ENTERPRIZE ZONES

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

FROM: Dan Swallow
Director of Economic and Community Development

SUBJECT: Notice of public hearing on the establishment of Neighborhood Enterprise Zones (NEZ's)

DATE: February 3, 2015

Enclosed you will find a Public Hearing Notice relating to the establishment of Neighborhood Enterprise Zones (NEZ's) within the City of Monroe pursuant to Public Act 147 of 1992. The proposed NEZ's are generally located in the following locations and combined constitute a total of approximately 269 acres.

1. An area bounded by S. Monroe Street on the west, E. First Street on the north, Eastchester Street on the east, and E. Seventh Street on the south.
2. An area bounded by Union Street on the west, W. Fifth Street on the north, Adams Street on the east, and Josephine Court on the south.

The public hearing will be held at the Tuesday, February 17, 2015 Monroe City Council meeting. The meeting will begin at 7:30 PM and will take place in Council Chambers of Monroe City Hall at 120 East First Street, Monroe, Michigan 48161. Written comments received before 12:00 noon on Tuesday, February 17, 2015 will also be considered. Any written comments should be provided to the Office of the City Clerk/Treasurer located within Monroe City Hall at the above noted address.

If you should have any questions regarding the upcoming public hearing or the enclosed materials, please feel free to contact the Department of Economic and Community Development at (734) 384-9186.

Sincerely,

Daniel E. Swallow
Director of Economic and Community Development

Enclosure

**PUBLIC HEARING NOTICE
CITY OF MONROE**

On Tuesday, February 17, 2015 at 7:30 P.M. EST at the Monroe City Hall, 120 East First Street, Monroe, Michigan 48161, the Monroe City Council will conduct a public hearing for the purpose of reviewing and hearing comments on the following:

Proposed establishment of **Neighborhood Enterprise Zones** pursuant to Public Act 147 of 1992. The proposed Zones are generally located in the following areas:

1. An area bounded by S. Monroe Street on the west, E. First Street on the north, Eastchester Street on the east, and E. Seventh Street on the south.
2. An area bounded by Union Street on the east, W. Fifth Street on the north, Adams Street on the east, and Josephine Court on the south.

Further information can be obtained by contacting the City Economic and Community Development Division at (734) 384-9186. Written comments received before 12:00 noon, Tuesday, February 17, 2015 will also be considered and should be sent to the attention of the Clerk/Treasurer's Office at the above noted Monroe City Hall address.

Dan Swallow
Director of Economic and Community Development

Published: February , 2015

NEIGHBORHOOD ENTERPRISE ZONE (NEZ)

The Neighborhood Enterprise Zone (NEZ) Program was established by **Public Act 147 of 1992**, as amended. The program provides a tax incentive for the development and rehabilitation of residential housing. A qualified local unit of government may designate one or more areas as a NEZ within that local unit of government. The program was established to spur the development and rehabilitation of residential housing in communities where it may not otherwise occur. The program also encourages owner-occupied housing and new investment in communities.

WHO IS ELIGIBLE TO APPLY?

A qualified local unit of government, as defined under Section 2 of the **Obsolete Property Rehabilitation Act 2000 PA 146**, or a county seat.

HOW DOES IT WORK?

A community will reduce the taxes on property for up to 15 years in designated areas to promote the revitalization of those neighborhoods. Developers and owners must first seek approval for the NEZ benefits before starting a project. There are two different types of projects that can be undertaken in an NEZ:

- A **rehabilitated facility** is defined as an existing structure or a portion of an existing structure with a current true cash value of \$80,000 or less per unit that has or will have as its primary purpose residential housing consisting of 1–8 units.
- A **new facility** is defined as a new structure or portion of a new structure that has as its primary purpose residential housing consisting of one or two units, one of which will be owner occupied as a principal residence. This definition includes a new individual condominium unit, in a structure with one or more condominium units, that has as its primary purpose residential housing which will be owner-occupied as a principal residence. Except when project meets ALL of the following items, a new facility does not include apartments:
 - ▶ Rented or leased or is available for rent or lease.
 - ▶ A mixed use building or located in a mixed use building that contains retail business space on street level floor.

- ▶ Located in a qualified downtown district (Downtown Development Authority, Principal Shopping District or boundaries identified by the local government in an area zoned and primarily used for business).

WHAT IS THE PROCESS?

Note: The following steps are offered as general guidelines only and the legislation should be reviewed by local officials prior to starting the designation process.

Local government process to designate a NEZ

1. The governing body of a qualified local unit of government by resolution may designate one or more NEZs within that local governmental unit. The NEZ must contain, at a minimum, platted parcels of land and the land must be compact and contiguous. Minimum number of parcels and maximum percent of acreage vary depending on type of designation.
2. Written notice is provided to the assessor and to the governing body of each taxing unit not less than 60 days before passing the resolution designating a NEZ.
3. The governing body makes a finding that the proposed NEZ is consistent with the master plan, neighborhood preservation and economic development goals of the local governmental unit.
4. The governing body adopts a statement of the local unit of government's goals, objectives and policies relative to the maintenance, preservation, improvement and development of housing for all persons regardless of income level living within the proposed NEZ.
5. The governing body passes a housing inspection ordinance that, at a minimum, requires that before the sale of a unit in a new or rehabilitated facility for which a NEZ certificate is in effect, an inspection is made of the unit to determine compliance with any local construction or safety codes and that a sale may not be finalized until there is compliance with those local codes.
6. The governing body holds a public hearing not later than 45 days after the date the notice is sent but before acting upon resolution.
7. Assessor determines and furnishes the governing body the amount of true cash value of the property located

NEIGHBORHOOD ENTERPRISE ZONE (NEZ) *continued*

within the proposed NEZ and any other information considered necessary by the governing body.

8. The clerk of the governing body notifies the state tax commission of resolution passage, including a copy of the resolution and a listing of each parcel located in the NEZ, showing parcel code numbers and addresses.

Owner/developer process for obtaining a NEZ certificate

1. An owner or developer (or prospective owner or developer) of a proposed new facility or proposing to rehab property in a NEZ files an application for an NEZ certificate with the clerk of the local government. The application must be filed *before* a building permit is issued for the new construction or rehabilitation of the facility, unless they qualify for the exceptions provided for in Section 4 (2) of the Act.
2. An owner/developer obtains a building permit and submits a copy to the local unit of government.
3. Upon project completion, the property owner must submit to the local unit of government the following:
 - New Facility/Homestead Facility**—certificate of occupancy and/or an affidavit executed by the owner affirming that the facility is occupied by the owner as a principal residence.
 - Rehabilitated Facility**—an affidavit executed by the owner affirming that the facility is occupied by the owner as a principal residence, a certificate that the improvements have met the minimum cost requirements and the local building code standards issued by the local building inspector, and a certificate of occupancy if required by the local building permits or codes.
4. The local government will forward an application approved by resolution and the appropriate documentation (building permit, resolution contractor estimates, legal description and parcel number) to the state tax commission within 60 days of receiving it.
5. The State Tax Commission will issue a certificate to the applicant if it is determined that the facility complies with the NEZ program requirements within 60 days of receipt of the complete application from local government. Copies of the certificate will be sent to the applicant, assessor's office and each affected taxing unit.

Rehabilitation cost requirements

- Improvements, if done by a licensed contractor, are estimated at more than \$5,000 per owner-occupied unit or 50 percent of the true cash value (whichever is less), or \$7,500 per non-owner-occupied unit or 50 percent of the true cash value (whichever is less).
- If the owner proposes improvements that would be done by the owner, the cost of the materials must be in excess of \$3,000 per owner-occupied unit or \$4,500 per non-owner-occupied unit. Improvements estimated by the owner should not include the cost of labor.
- These improvements must bring the structure into conformance with minimum building code standards. A rehabilitated facility does not include a facility rehabilitated with the proceeds of an insurance policy for property or casualty loss.

NEZ certificate

- The NEZ certificate becomes effective December 31 of the year the new facility or rehabilitated facility is substantially completed and for a new facility occupied by an owner as a principal residence.
 - OR** If a new facility is substantially completed in a year but is not occupied by an owner as a principal residence until the following year, upon the request of the owner, the effective date of the NEZ shall be December 31 in the year immediately preceding the date of occupancy by the owner as a principal resident.
 - OR** Upon the request of the owner, the effective date of the NEZ for a rehabilitated facility shall be December 31 in the year immediately preceding the date on which the rehabilitated facility is substantially completed.
- Certificates are effective for up to 17 years, depending on the local government unit and the type of project.
- A certificate can be transferred to succeeding property owners within the 12 years provided that the new owner meets the NEZ requirements for the program.
- A certificate expires if an owner fails to complete the filing within two years after the certificate is issued.
- A certificate is automatically revoked if any one of the following exists:
 - ▶ The new facility is no longer a homestead or residential facility.

NEIGHBORHOOD ENTERPRISE ZONE (NEZ) *continued*

- ▶ The NEZ tax is not paid or property tax is not paid.
- ▶ The structure is not in compliance with local construction, building or safety codes.
- ▶ Requests for certificate revocation must be made to the State Tax Commission.

NEZ Tax

- The NEZ tax is levied on NEZ certificate holders in place of ad valorem real property taxes on the new or rehabilitated facility (not on the land on which the facility is located). The property taxes levied on the land will continue to be collected as they would without the NEZ designation.
- The NEZ tax is an annual tax payable at the same time, and in the same way, taxes under the general property tax act are collected.
- Until paid, the NEZ tax is a lien on the real property upon which the new facility or rehabilitated facility subject to the certificate is located.
- School taxes are reimbursed by the state.

New facility property tax calculation

- **Financial Residence Property**—Apply one-half of the previous year's state average principal residence millage rate to the value of the facility.
- **Non-Principal Residence Property**—Apply one-half of the previous year's state average non-principal residence millage rate to the taxable value of the facility
 - ▶ The NEZ tax on new construction attached to an existing facility will only apply to the addition. The rest of the facility will continue to be assessed regular property taxes.

Rehabilitated facility tax calculation

- Apply the current total millage rate to the previous year's taxable value of the rehabilitated portion of the facility (not including the land).

WHY WOULD A COMMUNITY WANT TO ESTABLISH A NEZ?

A Neighborhood Enterprise Zone provides a tax incentive for the development and rehabilitation of residential housing and to spur the development and rehabilitation of residential housing in communities where it may not otherwise occur. A NEZ also promotes neighborhood revitalization, encourages owner occupied housing and new investment by lowering property taxes.

CONTACT INFORMATION

For more information contact the MEDC Customer Contact Center at 517.373.9808.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: LETC Request for Millage Election.

DISCUSSION: Lake Erie Transportation Commission (LETC) is requesting that the City of Monroe levy a tax not to exceed 1.00 mill per year, (0.75 mills of which is a renewal and 0.25 mills of which is a new additional millage) for the purpose of Lake Erie Transit continuing to provide local bus service for tax years 2016 to 2020.

LETC is requesting a ballot issue be placed on the ballot at the next election, to be held on Tuesday, May 5, 2015. The proposed ballot language is attached here, along with the LETC letter of request.

The attached proposed ballot language must be approved by Council and submitted to the Monroe County Election Commission for their approval to be placed on the ballot at the May Special Election to be held on Tuesday, May 5, 2015.

CITY MANAGER RECOMMENDATION:

This request is being forwarded with no recommendation

For

For, with revisions or conditions

Against

No Action Taken/Recommended

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: N/A For Against

REASON AGAINST: N/A

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council

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

Budget Approval: ___

FACT SHEET PREPARED BY: Michelle J. LaVoy, Clerk-Treasurer *MJL*

DATE: 1/29/2015

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 2/2/2015

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R.E.S.O.L.U.T.I.O.N.

BE IT RESOLVED, that the attached ballot language is approved for placement on the ballot for the May 5, 2015, election and that it be submitted to the Monroe County Election Commission.

Motion: Council Member
Seconded by: Council Member
Ayes: Nays:
Motion carried.

RESOLUTION DECLARED ADOPTED

I, Michelle J. LaVoy, 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 2nd of February, 2015.

(SEAL)

Michelle J. LaVoy
City Clerk-Treasurer

The City of Monroe

BUS SERVICE PROPOSAL **For Lake Erie Transportation Commission**

Shall the City of Monroe levy a tax not to exceed 1.0 mill per year, (0.75 mill of which is a renewal and 0.25 of which is a new additional millage) for the purpose of Lake Erie Transit continuing to provide local bus service, each year for five (5) years, and if approved will raise in the first year of levy estimated revenue of \$ _____, for the tax years 2016 through 2020, inclusive.



www.lakeeriatrnsit.com

1105 West Seventh Street • Monroe, Michigan 48161 • Phone: (734) 242-6672 • Fax: (734) 242-1121

1/08/14

Mayor and Council
City of Monroe
120 East First Street
Monroe, MI 48161

Dear Mayor Clark and Council

Lake Erie Transportation Commission (LETC) requests that Monroe City Council approve a millage request for continued operation of local bus service. The request is for 1.0 mill which is a renewal of 0.75 mills and new additional 0.25 mill for a period of five (5) years 2016 through 2020 Inclusive. LETC is requesting to be put on the May 5, 2015 ballot.

The City of Monroe and Frenchtown Charter Township created the LETC through an Interlocal Agreement under Public Act 7. This agreement requires the City of Monroe and Frenchtown Charter Township to put the millage request on the same May 5, 2015 ballot.

I am also requesting to be put on the City of Monroe agenda for January 20, 2014 to make a presentation to city council requesting that the City of Monroe approve the attached ballot language and put the question on the ballot on behalf of LETC.

Sincerely

A handwritten signature in black ink, appearing to read 'Mark Jagodzinski', written over a horizontal line.

Mark Jagodzinski
General Manager

RECEIVED

JAN - 8 2015

CITY MANAGER'S OFFICE



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 recommended, that City Council approve the proposed Resolution making appointments to various City Boards and Commissions.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Operations

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Mayor's Office

DATE: 1/27/15

REVIEWED BY: Robert E. Clark, Mayor *R. Clark*

DATE: 1-29-15

COUNCIL MEETING DATE: 2/2/15



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: LANDSCAPING DESIGN SERVICES – PROFESSIONAL SERVICES AWARD

DISCUSSION: As a part of the 2014-15 Capital Improvements Program, two (2) different tree planting projects were funded in the amount of \$20,000 for each location. The first location is the North Dixie Highway corridor that is presently lacking much in the way of vegetation, other than the landscaped median installed in 2013 as a part of the roadway resurfacing project. The second location is South Monroe Street, which does have some tree cover but has several gaps where additional tree planting is desired and some aesthetic consistency is sought. In addition to these locations, since the dedication of the former Cranbrook Park (located along the south side of North Custer Road at Cranbrook Boulevard) as Mark G. Worrell Park in 2013, a landscape revitalization of this area has been identified by the City Manager as desirable, though specific funding has not yet been set aside for the work outside of the City's operating budget. As such, during the resurfacing of the adjacent Mark G. Worrell pathway, the aging benches, landscape timbers, and mound were removed in anticipation of work this coming spring. While the City's forestry staff typically selects tree species for each year's planting projects, given the targeted attention toward these City gateways and the potential complexities with each site, City staff decided to solicit professional design assistance for all three (3) locations.

The Department of Engineering and Public Services Department prepared the attached Request for Proposals (RFP), which was posted on the Michigan Intergovernmental Trade Network (MITN) on December 19, 2014. Five (5) firms provided proposals to the City on the due date of January 12, and were reviewed by a selection team consisting of the Director of Engineering and Public Services, the Director of Economic and Community Development, the Superintendent of Public Services, the Stores and Equipment / Forestry Supervisor, and the Executive Director of the Downtown Development Authority. The submitted project costs for the vendors ranged from \$4,785 to \$13,500, though only 15% of the selection was based on cost. For the most part, the proposals submitted were all satisfactory, and none of the firms are located within Monroe County. The team agreed that the most advantageous proposal was provided by The Johnson Hill Land Ethics Studio from Ann Arbor. Their proposal cited example projects that were very similar to the work proposed by the City of Monroe, including some that are believed to have a similar "gateway" feel as our locations. Their proposal is attached for your information, and their cost breakdown is \$1,800 for each of the three (3) sites, for a total of \$5,400, including expenses.

As was noted earlier, the Mark G. Worrell Park work is not yet funded, so we are asking for the authority to appropriate the funding from the other two (2) budgeted capital projects in equal proportion for now. Obviously, should the overall project costs for the recommended plantings exceed the overall funding of \$40,000 for all work activities, we will either request additional funds or will purchase some of the plantings within the City's operating budget. While expenses were specifically cited to be included in the "Not to Exceed" overall price of \$5,400, staff would request that a small additional amount be appropriated should additional services prove necessary as design proceeds.

IT IS RECOMMENDED that a professional services award be made to The Johnson Hill Land Ethics Studio for the above work for the base amount of \$5,400, and that the Director of Engineering and Public Services be authorized to execute any necessary agreement documents on behalf of the City and expend up to \$6,000 for work activities under this contract.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Staff would like to be ready to install any trees or landscaping in the spring, provided they are recommended for a spring planting window.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering and Public Services Department, Downtown Development Authority, roadway and park users including non-motorized transportation modes, community at large

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$40,000*
	Cost of This Project Approval	\$6,000**
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Total of allocated funding through the 2014-15 Capital Improvements Program

**Includes base "Not to Exceed" fee of \$5,400 plus additional contingency authorization of \$600 for additional work activities as necessary and desirable.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	S. Monroe Tree Planting	401-95.468-974.000 15C02	\$3,000
	N. Dixie Tree Planting	401-95.468-974.000 15C03	\$3,000
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 01/21/15

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: February 2, 2015



CITY OF MONROE REQUEST FOR PROPOSALS LANDSCAPING DESIGN SERVICES

1. Purpose of Work / Project Background:

The City of Monroe, through its fiscal year 2014-15 Capital Improvements Program, has allocated funding for two (2) different tree planting initiatives designed to beautify two (2) major gateways into the City that presently lack sufficiently dense tree canopies. In addition, the City also wishes to add landscaping features to a pocket park that also serves as a gateway into the City from the west. The locations are as follows:

Location A: North Dixie Highway – Elm Avenue to Spaulding Road – tree planting

Location B: South Monroe Street – Jones Avenue to Second Street – tree planting

Location C: Worrell Park (formerly known as Cranbrook Park) – general landscape design

The City wishes to engage the services of a qualified Landscape Architect to review the above locations and to provide planting recommendations, layouts, and other appropriate planning documents to assist the City's Forestry staff in planting activities in spring 2015.

Proposals will be accepted from single firms or teams of firms, with only one proposal accepted per project team. This request has been placed on the Michigan Intergovernmental Trade Network (MITN), and all clarifications or changes will be posted on that site as well.

2. Supporting Documentation

The following documents are available for review, either for use in preparing project work plans or following consultant award, and have been posted on MITN. Parties interested in obtaining printed copies of these items will be charged appropriate copy charges by the Engineering Department. Contact City of Monroe Engineering Department, 120 East First Street, Monroe, MI 48161, (734) 384-9126, Monday through Friday, 8:00 A.M. to 4:30 P.M., or email patrick.lewis@monroemi.gov.

- a. Location Map – 1 page
- b. Aerial photograph of Worrell Park showing approximate study area boundaries – 1 page

3. Scope of Work:

The selected consultant for this project shall, at a minimum, perform the following work activities:

- Carefully review the physical characteristics of each location, including utility locations, and apply professional design skills in developing planting / landscaping plans for each. The City of Monroe prefers the dominant use of perennial plantings over annuals, and a minimum overall maintenance involvement whenever possible.
- Take into account requirements of the Michigan Department of Transportation with respect to the tree planting in Location B.

- Prepare drawings, sketches, layouts, etc. in sufficient detail to allow for installation of designed features by City of Monroe staff or another contracted source. Number, size, type, etc. should be called out.
- Recommend appropriate street tree species, size, and caliper to be installed, and determine appropriate locations along the corridors described in locations A and B, both sides of the roadway, taking into account availability of space, sight distance, other obstacles, etc.
- Provide typical installation instructions with planting diagrams.

Location C Specific Requirements

- Recommend appropriate plantings to provide a dynamic entry feature for that does not jeopardize sight distance for vehicular, bicycle, or pedestrian traffic. Consultants shall note that the "loop" shown off the bicycle path in the aerial photo for this location has been removed, along with all previous features, in anticipation of this redesign.
- Provide any appropriate recommendations for local sources of plantings (if known), initial planting specifications, watering, maintenance, and care requirements, etc.
- Provide rough layout of proposed sprinkler system and approximate size requirement.
- Provide an itemized estimate of costs for each of the locations, both initial and recurring (if annuals are to be used).
- Perform any other work normally associated with a project of this type.

The consultant will not be expected to participate in numerous public presentations on the proposed recommendations. However, the scope of work will include various review meetings and phone conversations with City of Monroe staff and other stake-holders normally and customarily associated with a project of this magnitude. Attendance at one public meeting for presentation of the overall designs, if necessary, should be assumed.

4. Schedule:

Proposals are due on Monday, January 12, 2015 at 10:00 A.M. It is anticipated that the Engineering Department will present the selected proposal for City Council award at the January 20, 2015 (early date) or February 2, 2015 (late date) City Council meetings. All work activities should be completed within sixty (60) days following City Council award.

5. Proposal Submission:

The proposal shall consist of as few pages as possible, and shall include, at a minimum, a listing of available project personnel with resumes and listing of qualifications, certifications, and general experience, description of staff availability, statement of experience on similar projects, and any other relevant information. Liability insurance must be provided by the consultant, and evidence of this should be submitted in the proposal. In no case shall proposals exceed 10 pages, excluding resumes, insurance certificate, and example professional services agreement form.

A complete listing of all fees for service shall be provided, including hourly employee rates (including overtime if applicable), mileage charges, and a description of any additional fees. As

the City plans to use the professional services agreement form provided by the consultant in lieu of a standard form of its own, consultant shall provide this with the submittal as well. **Proposals shall include an overall “Not to Exceed” fee for the entire Scope of Work defined in Section 3 of this Request for Proposals, broken down separately for each of the three (3) locations.**

Questions on this RFP must be submitted in writing via fax or email by the close of business (4:30 P.M.) on Tuesday, January 6, 2015. No phone call responses to questions will be provided. All consultants desiring to submit proposals for review should notify the City of Monroe in writing or via email of their intention no later than this date, to ensure that all interested consultants will directly receive emailed answers to questions raised. Responses to all questions will be sent to all consultants that have notified the City of Monroe of their intention to submit by the close of business on Thursday, January 8, 2015, and the responses and / or any revisions to the RFP will be sent to all of these consultants and posted to the Michigan Intergovernmental Trade Network (MITN). Questions should be submitted to Patrick M. Lewis, P.E., Director of Engineering and Public Services, 120 East First Street, Monroe, MI 48161 or email patrick.lewis@monroemi.gov.

Six (6) original submittals are due by 10:00 A.M. on Monday, January 12, 2015 to the office of the Clerk-Treasurer, where a public acknowledgement of their submission will be made, but pricing will not be read. Proposals will be available for public inspection for a short time following their opening, and subsequently upon request to the Clerk-Treasurer. The Engineering Department plans to award a contract at the January 20, 2015 City Council meeting, but submitting firms should be aware that it is possible this award could be delayed until the February 2 City Council meeting if additional time is desired to review proposals.

Proposal should be submitted to:
Michelle J. LaVoy, Clerk-Treasurer
City of Monroe
120 East First Street
Monroe, MI 48161

The exterior of the submittal envelope must clearly indicate that the submittal is in response to the City of Monroe Landscaping Design Services RFP or similar wording, in order to ensure that it is opened at the appointed time and routed correctly.

6. Costs:

All prices shall be quoted in U.S. dollars. If any uncertainty exists, quote estimated cost or a range of costs. Unless respondents specifically note otherwise, any and all quoted prices will be considered firm through December 31, 2015 or the completion of all contract work, whichever is later. A “Not to Exceed” price should be supplied for all of the required work activities, broken down separately for each of the three (3) locations. Cost will not be the sole determining factor, but will be considered as a part of the consultant selection.

7. Selection Process:

Selection of the consultant shall be based on the qualifications and past experience of all firms submitting proposals for the work, availability of staff, and costs, where a substantial difference exists. Past experience with City of Monroe will be considered, as well as the understanding of the consultant of the complete service to be provided. A final score sheet will not be released, though individualized feedback may be provided to non-selected consultants upon request. As this is a professional services selection, the City reserves the right to award to any firm in its sole best interest. The scoring will be as follows (total of 100 points possible):

- Understanding of Service 0-25 points
- Past Experience on similar projects 0-25 points
- Work Plan (includes personnel availability) 0-25 points
- Local Project Experience / Familiarity 0-10 points
- Cost 0-15 points

The selection team will consist of the Director of Engineering and Public Services and other representatives from the City of Monroe and other agencies, as deemed appropriate.

Sample Location Photographs

Location A: North Dixie Highway



Photo 1 above: Looking south from near Spaulding Road. Other than the tree plantings on the adjacent tree service business, the corridor has few trees within the 66-foot wide public right-of-way.



Photo 2 above: Looking south from the Monroe Multi-Sports Complex (between Elm and Noble). Despite the City's recent installation (2013) of landscaped medians, screening is desired between the road and railroad, along with additional tree plantings when possible.

Sample Location Photographs

Location B: South Monroe Street



Photo 3 above: Looking north from north of Jones Avenue toward downtown Monroe. While the available terrace area is relatively small, the lack of any trees whatsoever detracts from the aesthetics of this southern gateway into the City.



Photo 4 above: Looking south from Fifth Street. While the block between Fifth and Sixth (and some others) does have some trees, infill recommendations should be made to provide additional and appropriate density.

Sample Location Photographs

Location C: Worrell Park



Photo 5 above: Looking east from near the westerly edge of the park. The barren earth area formerly houses a landscape mound with benches facing the river. The City would like to install 2 benches facing each way down the river, along with appropriate landscaping in this area and between the bike path and curb line.



Photo 6 above: Looking east from the middle of the park. A new entry sign will be installed in the location of the marker, and the area around the sign and any other appropriate locations should be included in the plan as well.

City of Monroe

Landscaping Design Services Request for Proposals

Response to Questions - Issued January 8, 2015

Questions in black font, answers are in red font

- Are there any other resources (besides location maps and aerial photos) that can be used as base information such as engineering drawings showing road / sidewalk planimetrics, right-of-way lines, and utility locations? If so, are these in a digital format or only hard copy drawings?

Topographic surveys generally exist for all three project locations in AutoCAD format (can also be saved to pdf format), but vary in date and detail over the past several years. The Worrell Park location has topographic survey data, including utility locations, dating back to 2006 that can be used as a base, though previously-shown landscaping mound and benches, as well as a loop trail were removed in late 2014 and are not shown. North Dixie Highway has resurfacing plans that were developed in 2013 as a part of the roadway resurfacing that includes utilities and driveway locations. South Monroe Street topographic plans will vary from block to block, but there is base 2010 data prepared by the City for the entire east half of the roadway (and for the most part showing the west side curb lines, and utilities only) for a water main replacement project. It is believed that the City would also be able to obtain from MDOT topographic survey data used for their 2014 resurfacing project, but this is not yet in our possession.

- What is the anticipated nature of the one public presentation? Before City Council or an open house format? Do you anticipate a stake-holder's meeting to be led by the consultant?

It is believed that the City Council and / or the Citizens Planning Commission may be interested in reviewing and commenting on the proposed design prior to implementation, so the presentation would likely be part of a joint meeting between these bodies with some opportunities to make general comments, but not necessarily an "open house" style such as a design charette. It is not believed that a separate "stakeholder" meeting will be held, other than kickoff meeting and other occasional progress meetings with the City's administrative team, which could consist of any or all of following: Director of Engineering and Public Services, Superintendent of Public Services, Forestry Supervisor, Director of Community and Economic Development, Recreation Manager, and City Manager.

- What kind of irrigation does the City of Monroe presently have? Toro, Hunter, or Rainbird? Is there a ready source of public water at each location?

The City's sprinkler systems that have been used in the past consist of a wide variety of different products, with no consistent suppliers, products, etc. At each of the three locations, there are available public water mains that can be tapped for use by the City of Monroe Water Department, but no present service taps exist at this time.

- Is it noted that the public right-of-way (on North Dixie Highway) is 66 feet wide. How much of that right-of-way from the curb on the east and west side of the roadway will be available for planting? In other words, how much of an area do we have to work with?

The roadway width from back of curb to back of curb is 47 feet and the roadway is reasonably centered, which will leave between 9 and 10 feet between the curb and property line on both the west and east side of the roadway. There are underground

and overhead utilities in various locations within this greenbelt area. The selected consultant will be provided with all available utility data as referenced above.

- Are these roads near the planting areas typically salted heavily by the road commission during the winter?

All winter maintenance along the roadways in question is performed by the City of Monroe staff, and salt is used as the primary method of snow and ice control for events up to 2-3 inches. Designs should assume that some salt will be splashed onto the lawn areas adjacent to the curb, at least within a few feet.

- How much money has been allocated for the road / streetscape improvements and the park?

\$20,000 was allocated for the budget year beginning July 1, 2014 for landscaping along North Dixie Highway, and another \$20,000 was allocated for landscaping along South Monroe Street. These monies are intended to cover all activities including design, planting, irrigation, etc. No specific funding has been set aside as of yet for the Worrell Park work, but it is believed that the City Council may be willing to either appropriate additional funds for that location and / or transfer some funding from the other projects as necessary. The total budget for all work contemplated as a part of this solicitation should be considered to be roughly \$40,000.

- Will the consultant be responsible for obtaining local / state permits?

No, the City of Monroe controls all of the right-of-way and / or property necessary at Worrell Park and along North Dixie Highway, and the City believes that any work activities along South Monroe Street will fall under our annual MDOT maintenance permit.



The
Johnson Hill
Land Ethics
Studio



PROPOSAL

Landscaping Design Services RFP-EW-2014-09
City of Monroe, Michigan
January 12, 2015



Firm Information:

Johnson Hill Land Ethics Studio

Michigan-Based Corporation
516 East Washington Street
Ann Arbor, MI 48104
734.668.7416 (phone) 734.668.2525 (fax)
www.jhle-studio.com

Primary Contact

Mark Robinson, Principal, PLA, ASLA
Johnson Hill Land Ethics Studio
734.668.7416 (phone)
231.649.3879 (cell phone)
mrobinson@jhle-studio.com

Description of Firm

Johnson Hill Land Ethics Studio is a landscape architectural, planning and resource conservation firm who has developed and refined innovative design and planning solutions for over 23 years. Descended from the internationally recognized office of William J. Johnson Associates and merged in 2013 with Mark Robinson & Associates, the firm draws upon a deep well of experience and expertise to responsively address client needs. The firm places a strong emphasis on design and public participation while balancing environmental sensitivity, budget constraints and the practical matters of operations and maintenance.

Staff Availability:

Our staff currently includes 3 licensed landscape architects, technical support personnel and administrative support. Our current workload is robust, but not overwhelming. The work as defined for this project in the request for proposal will essentially require the time of one principal and one technical support staff person. Mark Robinson will be the principal in charge of the project. Chris Nordstrom will provide technical and project support. Mark Robinson has a strong background in planting design, street-related plantings, irrigation design, horticulture and understanding of plant maintenance and management requirements.





Project Staff:

Mark Robinson, PLA, ASLA

*Principal and Project Manager,
Johnson Hill Land Ethics Studio*

Mark will lead the design and preparation of all work associated with this project. He will be the key contact person and will be the person attending key meetings and presentations.

Mark has 37 years of experience. He is a certified Master Gardener, has studied horticulture under J. C. Raulston and garden and planting design under English garden designer John Brookes. Mark's considerable experience in planting design includes native plant demonstration gardens at the Pisgah Environmental Education Center in the mountains of North Carolina, extensive ornamental plantings for Frankenmuth Insurance Company's campus in Frankenmuth, MI, street plantings for downtown Frankenmuth, MI, recent gateway street plantings for the Centertown District in Grand Haven, MI, LEED-compliant plantings for Saginaw Valley State University, and extensive plantings for Brownstown Township's new campus and park.

Mark is very familiar with limitations imposed by limited root zones, salt spray, compacted soils and overhead and underground utilities. He understands the necessity to specify and select appropriate, healthy plant material, the need to properly prepare planting zones and the importance of specifying planting techniques that encourage rapid grow-in of and reduce stress on plant material. This understanding is applied to all planting components of Johnson Hill Land Ethics Studio projects.

Chris Nordstrom, ASLA

Associate, Johnson Hill Land Ethics Studio

Chris will provide documentation, technical and CAD support throughout the project.



Understanding of Project Services:

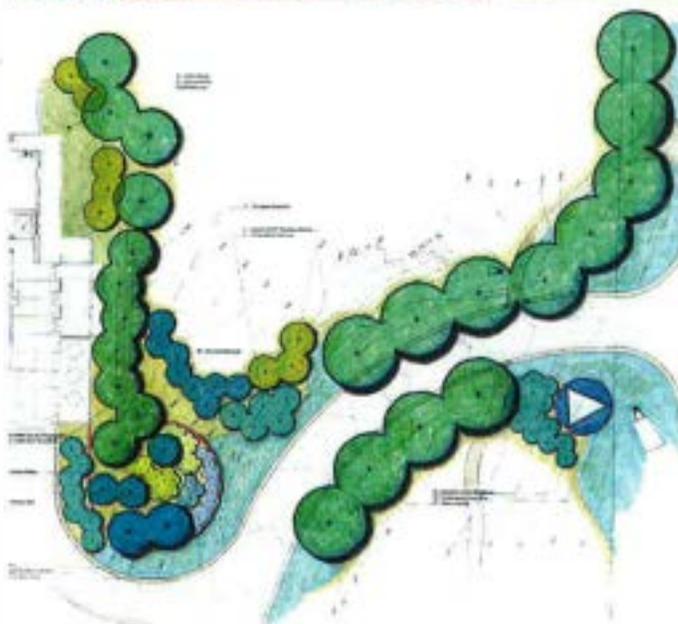
The project will be initiated with a meeting involving staff and representative stakeholders. The scope of work, the objectives of the work and the work schedule will be reviewed and confirmed. Project mapping files will be provided. Anticipated meetings will be identified and incorporated into the work schedule. We understand the work will need to be completed within 60 days of the start of the project.

Either during the time frame of this initial meeting or shortly following this meeting, the project planting sites will be closely inspected and photographed for reference. Plans will be marked up and detailed notes taken regarding existing conditions, potential conflicts and potential opportunities. We will make sure we are fully familiar with local and MDOT regulations that could influence planting design.

This information will be used to prepare preliminary planting design studies and associated cost estimates for each site. These preliminary studies will be reviewed with appropriate staff and stakeholders. The input from this review will be used to refine the planting design studies into final planting proposals. These final planting proposals will also be reviewed as necessary. Cost estimates will be revised as necessary.

Planting plans suitable for bidding and construction will then be prepared. Associated construction documents including but not limited to irrigation plans, layout plans, plant lists, soil preparation and planting details, and specifications will also be prepared as part of the total construction document package. Plant sources will be identified. The package will be reviewed prior to release for bidding or implementation and revised if/as necessary.

We will attend all meetings, internal and public, as determined necessary to perform the work for the fee as quoted.





PROJECT EXPERIENCE

FRANKENMUTH STREETScape

Frankenmuth, Michigan
Mark Robinson (Prior to JHLE)

As part of a consulting team for streetscape plans along M 83 in central Frankenmuth, plans were prepared for walkways, ADA accessibility, and extensive plantings. Plantings included trees, shrub massings, and the use of perennial and seasonal plants across a wide range of landscape settings.

ST. JOSEPH MERCY HOSPITAL MAIN ENTRY

Ann Arbor, Michigan

The west entry of Saint Joseph Mercy Hospital is the most significant entrance to the campus in terms of traffic volumes and identity. JHLE worked closely with hospital representatives to develop conceptual alternatives and proposed a comprehensive landscape design that extended from the campus entry to the hospital entrance. The landscape is comprised of visually strong sweeps of low-maintenance plant material that provide color and textural interest throughout changing seasons.

BASF WATERFRONT PARK

Wyandotte, Michigan

Past uses of this park site had left the soils highly toxic and planting design had to respond to the constraints of the contaminated site. The design effort began with a master planning process in collaboration with many interest groups including the City, BASF and the Michigan Department of Natural Resources. Included in the first phase of development was an extensive promenade along the waterfront, tree groves, an amphitheater, parking, picnicking, jogging paths, and a native meadow garden.



PROJECT EXPERIENCE

FRANKENMUTH INSURANCE CO.

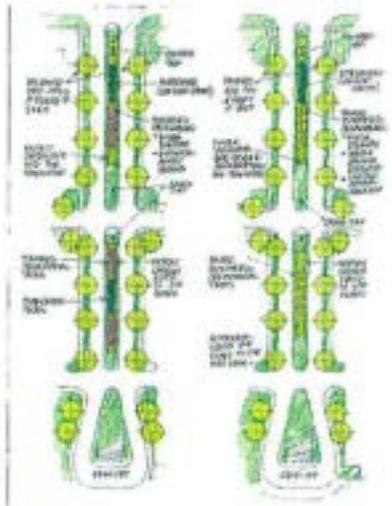
*Frankenmuth, Michigan
Mark Robinson (Prior to JHLE)*

We prepared master, site and planting design plans for this company's new headquarters. The courtyard garden is an extensive perennial garden. The prairie meadow was created out of spoils materials from building excavations, serves as a storm water retention area, and provides nature trails for company employees and visitors. The gardens are visited annually by over 600,000 people. The gardens and meadows are used for social events and education opportunities for local schools and Michigan State University horticultural students.

BROWNSTOWN CAMPUS & PARK

Brownstown Township, Michigan

This 80 acre site is a mixture of abandon farm fields, aging recreation facilities, rare habitats, administrative and public works facilities, and a historic farmstead. The master plan skillfully introduces a fresh and broad range of recreation opportunities, expands areas for ecological conservation and restoration, and consolidates and maintains the Township's administrative and public works facilities. Extensive plantings have been developed over four phases of development to date.



ST. MARY'S MERCY HOSPITAL

Livonia, Michigan

Master plan, planting plans and related construction documents were completed for this project during the latter half of 2014. Plantings and irrigation will be implemented in Spring 2015. Plantings were integrated with existing desirable trees. Utility conflicts were numerous and influenced tree selection. Salt use is extensive; trees were also specified based upon their tolerance of salt. The key objective was to develop a landscape character that enhanced the image of the campus utilizing minimal levels of maintenance.



References:

Dave Raymond, Director of Planning and Design
St. Joseph Mercy Health System
T: 734.712.2033
RaymondD@trinity-health.org
Project: St. Joseph Mercy Hospital

Vern Gustafsson
Assistant Director
Brownstown Downtown Development Authority
734.675.5913 (P)
VGustafsson@brownstown-mi.org
Project: Brownstown Campus and Park

Eugene Kociba, Lead Horticulturist and Grounds Supervisor
Frankenmuth Insurance Company
T: 989.652.6121 ext. 2249
eugene.kociba@fmins.com
Project: Frankenmuth Insurance Company Headquarters

Fee Proposal:

Not-To-Exceed Fee for all three project sites: **\$5,400.00**
(Expenses are included in this fee)

Fee By Project Site:

Location A	\$1,800.00
Location B	\$1,800.00
Location C	\$1,800.00

Hourly Rates:

Principal / Project Manager	\$105.00/hr.
Landscape Architect I	\$75.00/hr.
Associate	\$55.00/hr.
Administrative Staff	\$40.00/hr.

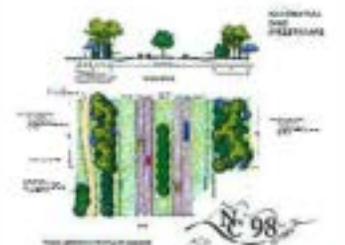
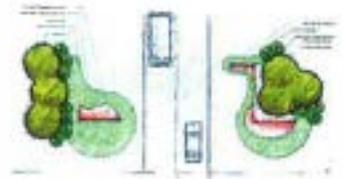
Mileage Charges (already included in fee):

\$0.50 / mile (subject to change per recent reductions in fuel pricing)

Note: All meetings associated with this work are included in these fees.

Attachments:

Resumes: Mark Robinson and Chris Nordstrom
Certificate of Insurance
Contract Form (will be edited to fit specific contract requirements)



Mark Robinson brings to the JHLE team a wide breadth of experience ranging from broad regional concepts to meticulously designed gardens and public landscapes throughout eleven states and Italy. Public parks and public spaces have been a significant focus of work because of the opportunities to conceive and develop landscapes that people both enjoy and value over time. Mark enjoys interaction with clients and the public and collaboration with allied professionals.

Education

- | | |
|-----------|--|
| 1996 | Master of Arts in Liberal Studies
Duke University |
| 1982-1986 | Continuing education in architecture, business management, horticulture
North Carolina State University |
| 1977 | Bachelor of Landscape Architecture, Cum Laude
University of Georgia |

Professional

- | | |
|-----------------|---|
| 2013 to Present | Johnson Hill Land Ethics Studio
Ann Arbor, Michigan |
| 2010 to 2013 | Wade Trim
Traverse City, Michigan |
| 1984 to 2010 | Mark Robinson & Associates P.A.
Raleigh, North Carolina, East Jordan and Saginaw, Michigan |
| 1981 to 1984 | Town of Cary Department of Planning and Development
Cary, North Carolina |

Teaching

- Visiting Lecturer, Site Engineering for Landscape Architects, University of Michigan
- Visiting Lecturer, North Carolina State University
- Visiting Lecturer, North Carolina A&T University

Awards

- Keep Michigan Beautiful Michigan Award - FMIC Diversified Fitness Club
- Keep Michigan Beautiful President's Award - FMIC Dehmel Road Project
- NCASLA Award of Excellence - Neuse River Regional Park Master Plan
- NCASLA Award of Excellence - Frankenmuth Mutual Insurance Company
- Keep Michigan Beautiful President's Award - Mutual-on-Main

Civic and Professional Associations

- American Society of Landscape Architects, Member
- Past President, Michigan Chapter, ASLA
- Past President, North Carolina Chapter, ASLA

Registration

- Landscape Architect, Michigan, No. 1031(3901001031)
- Landscape Architect, North Carolina, No. 424



MARK ROBINSON

Principal

mrobinson@jhle-studio.com



The
Johnson Hill
Land Ethics
Studio

516 East Washington Street • Ann Arbor, Michigan 48104
t: 734.668.7416 f: 734.668.2525 www.jhle-studio.com

153 1/2 Front Street • Traverse City, Michigan 49684
t: 231.929.9438 f: 231.932.9250 www.jhle-studio.com

Chris Nordstrom joined the JHLE staff in March 2014 after three years practicing in Trondheim, Norway. He has primarily been involved in large scale housing, institutional, park and educational projects. Chris received his MLA from the University of Michigan in 2010 and is particularly interested in sustainable techniques and technologies including green roof and green wall design. He is well versed in a variety of graphic mediums and is skilled at communicating concepts visually. With 15 years experience as a consultant and project manager in litigation technology, he has extensive expertise acting as an advocate for clients on complex projects.

Education

- 2010 Master of Landscape Architecture
University of Michigan
- 1991 Bachelor of General Studies:
Concentration: Marketing, Psychology & English
University of Michigan

Professional

- 2014 to Present The Johnson Hill Land Ethics Studio
Ann Arbor, Michigan
- 2010 to 2013 Landscape Architect
Tegn_3
Trondheim, Norway

Related Experience

- 2008 to 2010 Independent Designer
Ann Arbor, Michigan
- Summer 2010 Landscape Consultant
Riverside LLC / Peter Allen & Associates
Ann Arbor, Michigan

Awards

- Landscape Architecture Faculty Award 2009
- Michigan Garden Clubs Fellowship 2008
- Frank Caleb & Margaret Thompson Gates Student Endowment 2008

Professional Associations

- American Society of Landscape Architects
- Sigma Lambda Alpha Honor Society in Landscape Architecture

CHRIS
NORDSTROM

Associate
cnordstrom@jhle-studio.com



The
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Land Ethics
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JOHNHIL-01

PILMETH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2014

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

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

PRODUCER Hylant - Southeast Michigan 24 Frank Lloyd Wright Dr, Ste J4100 Ann Arbor, MI 48105	CONTACT NAME: PHONE (A/C, No. Ext): (734) 741-0044 FAX (A/C, No.): (734) 741-1850 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Co of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: Travelers Cas & Surety of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of Amer	25666	INSURER B: Travelers Indemnity Co of CT	25682	INSURER C: Travelers Cas & Surety of Amer	31194	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Johnson Hill -Land Ethics Studio, Inc. 516 E. Washington Ann Arbor, MI 48104															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR 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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RGR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680578M8564	01/03/2015	01/03/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (5a occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680578M8564	01/03/2015	01/03/2016	COMBINED SINGLE LIMIT (5a accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			UB3625T621	01/03/2015	01/03/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors and Omissions			105388590	01/03/2015	01/03/2017	Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

To Whom It May Concern	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
------------------------	---

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DRAFT

_____ (date)

Attention: _____

Project: _____

Project No.: _____

Subject: Proposal for Professional Services

Dear _____:

We are pleased to submit this Proposal for Professional Services in connection with the _____ in _____. In the following we have outlined a basic scope of services and estimated the fees for accomplishing this scope. For clarification of terms, this Proposal is written in our standard contract format.

Johnson Hill Land Ethics Studio (JHLE) shall provide professional services on the project referenced above, the location of which is indicated on the attached map.

Client Name / Job Number
Project Name / Date
Page 2 of 11

[M A P]

I. SCOPE OF SERVICES

JHLE proposes to conduct the project in five phases including: Master Plan, Schematic Design, Design Development, Construction Documents and Construction Observation.

The final scope of work and tasks for Design Development through Construction Observation to be completed will be determined when a physical design direction and project construction budget have been established at the conclusion of Schematic Design.

At the beginning of Design Development, JHLE shall affiliate with a local landscape architect to assist in completing the project. The enclosed Design Development through Construction Observation portion of this proposal is provided for information purposes and may be amended as necessitated by the Schematic Design conclusions.

The Scope of Work to be included under each phase has been identified as follows:

1. MASTER PLAN

JHLE will assist the Client and Architect in developing an overall design and land utilization concept for the site, taking into account the site's unique physical characteristics and program requirements. Specific tasks will include:

- 1.1 Site visit to determine characteristics of project area and surrounding community.
- 1.2 Synthesis of site data, existing studies, reports, plans and other consultants' pertinent information relating, but not limited to, traffic, geology, soils, demographics, pedestrian and vehicular access, zoning and any specialty requirements.
- 1.3 Preparation of a "summary analysis" plan indicating the site's important form giving opportunities and constraints.
- 1.4 Participation in a Master Plan work session including a presentation of the site analysis summary.
- 1.5 Development of Master Plan design alternatives, in conjunction with the Architect, based upon the analysis conclusions and the development program supplied by the Client.
- 1.6 Resolution of a Final Master Plan, in conjunction with the Architect, addressing the issues of program, zoning, phasing, access, service, traffic and indicating a conceptual design for the open space and the limits of specific phases/sites within.
- 1.7 Preparation of a single illustrative Master Plan indicating the resolved design at an appropriate scale.
- 1.8 Development of one Master Plan Statement of Probable Construction Costs.
- 1.9 Up to _____ presentation/meetings to be determined.

2. SCHEMATIC DESIGN:

Upon approval of the Master Plan, JHLE shall provide Schematic Design drawings indicating the general concept of site development through the following tasks:

- 2.1 Review of site plan to be developed by the Architect.
- 2.2 Development of conceptual design alternatives for the site in conjunction with the Architect.
- 2.3 Resolution of an overall Schematic Design plan for the open space addressing the issues of program, parking, access, service, landscape treatment, grading, irrigation and special features.
- 2.4 Development of conceptual site grading plan in conjunction with civil engineer's preparation of mass grading drawings. (Civil engineer will be responsible for construction documents.)
- 2.5 Preparation of one updated schematic statement of probable construction costs.
- 2.6 Up to _____ coordination/presentation meetings to be identified.
- 2.7 Participation and coordination in the development of a presentation package including the landscape portion of presentation model and color renderings of key open space areas. (Renderer or model maker fees are not included in this proposal.)

3. DESIGN DEVELOPMENT:

Upon Client's approval of the Schematic Design, and Statement of Probable Construction Costs and authorization to proceed, JHLE will provide Design Development services to refine the Schematic Design fixing and describing the size and character of its components. These services include:

- 3.1 Layout, fine grading, material selection and surface drainage of exterior pedestrian pavements (excluding those designed by civil engineer or architect) and exterior planting areas. JHLE will select drain inlet/catch basin fixtures. (Drain pipe, inlets and storm system size and detail by civil engineer.)
- 3.2 Exterior planting layout, species selection and availability research. Plant material selections may be reviewed by local landscape horticulturalists. (Fees for horticulturalist are not included in this proposal.)
- 3.3 Design of exterior hardscape elements including steps, bollards, decking, walls, headers, rails, fences, and related site specialty elements. (Structural engineering fees are not included in this proposal.)
- 3.4 Design of fountains and water elements. Fountain mechanical/electrical consultant will be directed by JHLE. (Fountain mechanical consultant fees are not included in this proposal.)
- 3.5 Layout and selection of site furniture including plant pots, trash receptacles, benches, tables, chairs, flag poles, banners, cigarette urns, or other fixtures as required.
- 3.6 Design, selection and layout for exterior site lighting fixtures. (Circuitry and photometric studies shall be conducted by electrical engineer.)

- 3.7 Updated statement of Probable Construction Costs if needed.
- 3.8 Coordination with project consultants including review of site utilities with civil engineer.
- 3.9 Up to ____ coordination/presentation meetings to be identified.
- 3.10 Preparation of Design Development drawings and outline specifications to conform to applicable codes and regulations of government bodies having jurisdiction over the work. (Identification of applicable codes to be provided by project engineer/architect.)

4. CONSTRUCTION DRAWINGS AND SPECIFICATIONS:

Upon the approval of the Design Development drawings, outline specifications and Estimate of Probable Construction Costs, JHLE will coordinate and develop drawings and technical sections of the specifications setting forth in detail the requirements for the construction of the project.

In developing construction documents and technical sections of specifications, JHLE shall endeavor to coordinate and to maintain a construction budget in accordance with the schematic design estimate approved by Client. When the final estimate of construction cost is one hundred ten percent (110%) of the most current approved budget estimate, or less, the final estimate will be acceptable to the Client.

Should the bids come in higher than one hundred ten percent (110%), JHLE shall without additional charge modify drawings and specifications as necessary to comply with the budget. Such redesign shall be the limit of JHLE's liability. In addition, JHLE cannot be held responsible for cost fluctuations within the construction industry that are beyond its control.

Specific scope items include:

- 4.1 Finalized design and details for items listed in Design Development sections 3.1 through 3.6.
- 4.2 Detailed exterior irrigation design downstream from mainline point of connection (civil engineer shall provide point of connection location and technical data).
- 4.3 Preparation of Construction Drawings and Technical Specifications for items 4.1 and 4.2 to conform to applicable codes and regulations of governmental bodies having jurisdiction over the work. (The Owner's engineer and/or construction manager shall be responsible for Bidding Contract Requirements and General Requirements divisions of the specifications.)
- 4.4 Coordination with consultants producing drawings and specifications related to landscape work.
- 4.5 Coordination/presentation meetings to be determined.
- 4.6 Assistance to Client in bidding and contract letting procedures conducted by the Construction Agent as related to landscape construction documents.

5. CONSTRUCTION OBSERVATION:

During the construction of the project JHLE will attend the pre-construction meeting with the contractor, provide clarifications of the drawings and observe the construction for items included in

JHLE Construction Documents in visits to be identified in the construction schedule. More specifically:

- 5.1 JHLE will provide construction observation for the following scope items:
 - a. Exterior plant material selection at nurseries and site location.
 - b. Exterior pedestrian pavement layout.
 - c. Fine grading of paved and planted areas.
 - d. Irrigation.
 - e. Landscape elements (same as 2.3 and 2.4).
- 5.2 JHLE shall make up to 12 one-day site visits at times appropriate to construction or otherwise approved by the Client to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with the design intent and construction documents.
- 5.3 On the basis of its observations while at the site, JHLE will keep Client informed of the progress of construction. JHLE may recommend to Client the rejection of work failing to conform to the contract documents.
- 5.4 JHLE shall advise and assist Client with change order issues only upon Client's request.
- 5.5 JHLE shall endeavor to secure compliance by the contractor to the plans and specifications. JHLE shall not be responsible for job site safety or for construction means, methods, techniques, sequences or procedures in connection with the work and JHLE shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents.

II. EXCLUSIONS TO SCOPE OF SERVICES:

The Client shall provide the following information or services as required for performance of the work including: topographic and boundary surveys; legal descriptions of the property; environmental impact report; soils testing; engineering services (soils, traffic, structural, civil, etc.); desalinization specialists; horticulturalist; infrastructure and base information; site inventories; controlled aerial photographs; site photography; market analysis and site program.

JHLE assumes no responsibility for the accuracy of such information or services provided by the Client and shall not be liable for errors or omissions therein. Should JHLE be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Extra Services, but only after they are approved by Client.

The following additional services have also been excluded from the proposal: Master Plan and Design Guidelines or Reports; preparation of site models; special drawings in addition to those proposed in the Scope of Services; irrigation master plan; landscape maintenance guidelines; mass grading construction documents; interior planting; on structure landscape planters, waterproofing, drainage, etc.; drawing packages prepared for phased construction; public presentations and political processing.

III. FEES AND TERMS

Fees for Services shall be provided on an hourly basis for a maximum fee not to exceed \$_____.

This estimate is based upon an anticipated _____ month design process and on an anticipated landscape construction budget of \$_____ for the site. The fees estimated for Design Development, Construction Documents and Construction Observation are \$_____. At the conclusion of Schematic Design, a construction budget and design direction shall be established. In the event that the estimated construction budget varies more than 10 percent from this assumption or the project duration is extended, the fees for these services may be revised.

All fees shall be charged in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Proposal by reference. Reimbursable expenses are in addition to the above fees.

Client Name / Job Number
Project Name / Date
Page 8 of 11

We look forward to working with you on this project and would be pleased to answer questions you may have or to clarify the various points above.

If this Proposal meets with your approval, please sign below and return one copy for our files. We will need a signed copy of this Proposal prior to commencing work on the above scope of services.

Sincerely yours,

THE JOHNSON HILL LAND ETHICS STUDIO

Chester B. Hill, ASLA
Principal

CBH/pr

This Proposal Accepted By: _____
Name & Title Date

APPENDIX A

Appended to and part of Proposal for Professional Services between THE JOHNSON HILL LAND ETHICS STUDIO. (JHLE) and _____ (Client). [Company, City, State]

FEES FOR PROFESSIONAL SERVICES:

Services outlined under the Scope of Services shall be provided for as stipulated in the Proposal for Professional Services under "fees and terms".

REIMBURSABLE COSTS:

The following costs shall be reimbursed at cost plus 15% and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract, except as may reasonably be required for coordination with Client or other consultants.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, sustenance and out-of-pocket expenses. Private automobile travel at \$0.50 per mile. Long distance trips subject to Client approval.
- C. Cost of postage and shipping expenses other than first class mail.
- D. Electronic data processing.
- E. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents.
- F. Fees for additional special consultants retained with the prior approval of Client.

EXTRA SERVICES:

- A. Extra services shall be provided on an hourly basis as follows:

Principal	\$105.00
Engineer	\$105.00
Landscape Architect	\$ 75.00
Staff	\$ 55.00

Employees hired after the date of this contract shall be added to the above at rates appropriate to their positions.

- B. Billing rates are to remain constant through December 31st of each year. Services covered by this Agreement that are incomplete, through no fault of the Landscape Architect, as of December 31st in the year of the date of contract, shall be compensated at new rates and the amounts of compensation shall be equitably adjusted.
- *C. Extra Services include but are not limited to:
 - 1. Revisions and changes in approved drawings.
 - 2. Meetings, presentations or site observation visits beyond those specified.
 - 3. Preparation and use of JHLE study models for presentation.
 - 4. Modifications of drawings and specifications to reflect a changed project budget when that budget varies more than 10 percent between the time of approval of the schematic design estimate of probable construction costs and the time of award of a construction contract.
 - 5. The preparation of alternates after the completion of design development documents.
 - 6. Deductive change orders requested by Client after completion of construction documents.
 - 7. Plan preparation for and construction observation of portions of a project let on a segregated bid basis to be phased during construction.

8. Services with respect to replacement of any work damaged during construction.
9. Services required as a result of the default or insolvency of contractor.
10. Preparation of record drawings or of measured drawings of existing conditions. If record drawings are requested, JHLE shall have the right to rely on the completeness and accuracy of the as-built conditions supplied by the contractor.
11. Providing prolonged construction observation should the construction time be substantially extended through no fault of JHLE.

***OR**

- *C. Extra services include but are not limited to: Revisions and changes in approved drawings; additional meetings or presentations beyond those specified; modifications of drawings and specifications to respond to a project budget when that budget is not supplied in advance of design work or when that budget varies more than 10 percent from prior approvals; and preparation and use of JHLE study models for presentations.

STATEMENTS:

Fees for Professional Services shall be billed just after the 1st of each month for payment based upon hourly rates. Reimbursable Costs shall be billed with fee invoices.

A 1.5% late charge shall be added to all balances over 30 days past due and increased by 1.5% every 30 days thereafter on the remaining balance until the total amount is paid in full.

ACCOUNTS:

Accounts are payable net 30 days from date of invoice at our office in Ann Arbor, Michigan.

OWNERSHIP OF DOCUMENTS:

Original drawings and other documents, as instruments of service, are the property of JHLE. None of these shall be used on other projects except by written agreement of JHLE. One reproducible set of final documents will be furnished to Client upon request.

CREDITS/ACKNOWLEDGMENTS:

JHLE shall be given proper credit and acknowledgments for all services including, but not limited to: planning, design and implementation. Proper credit shall be defined as being named by Client or their agent in such circumstances as project identification boards, published articles or promotional brochures.

ARBITRATION:

All claims, disputes and other matters in question between the parties to this Agreement concerning the landscape architect's fees or expenses shall be settled by arbitration at Ann Arbor, Michigan in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In any such arbitration proceeding, discovery may be had under the terms of the State of Michigan. The prevailing party in any such arbitration shall be entitled to recover arbitration costs and reasonable attorney's fees, as determined by the arbitrator(s), in addition to any other relief available.

TERMINATION:

It is understood that these services may be terminated upon 10 days written notice for good cause by either party. In this event, JHLE shall be compensated for all work performed prior to date of termination at the rates set forth above.

PARTIAL SERVICES:

In the event that the Client contracts with JHLE for partial professional services or that the agreement is terminated prior to the completion of full professional services by JHLE, including Schematic Design, Design Development, Construction Documents and Construction Observation, the Client agrees to hold harmless, indemnify and defend JHLE from and against any and all claims, liabilities, losses, damages and costs, including but not limited to costs of defense, arising out of the modification, misinterpretation

Client Name / Job Number
Project Name / Date
Page 11 of 11

and misuse of the plans and specifications in the completion of this project by others or arising out of any reuse of the plans and specifications on any other project, excepting only those liabilities, losses, damages and costs caused by the sole negligence of JHLE.

SUCCESSORS AND ASSIGNS:

It is mutually understood and agreed that this Agreement shall be binding upon Client and its successors and assigns and upon JHLE, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) SYSTEM AT CUSTER AIRPORT – FUNDING CONTRACT FOR COMPONENT REPLACEMENT AND UPGRADES

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. For calendar 2015, we are carrying forward the majority of our monies toward rehabilitation of the paved areas around the smaller "T" hangars in 2016. However, a portion of our 2015 monies are earmarked for significant rehabilitation and component replacement for the existing Automated Weather Observing Station (AWOS), which is functionally obsolete and repair parts are generally not available. As with any project with Federal funding, the project is being programmed through MDOT, and in this case their staff is also directly carrying out all facets of the administration, design, and construction work on our behalf. Work will likely occur in the spring. This project was not originally included in the FY 14-15 Airport Fund budget, but was identified in September at the City's annual capital improvements programming meeting with MDOT as being a high priority for their staff that performs regular maintenance on the unit on the City's behalf.

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 \$3,000 out of an expected expense of \$60,000.

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. At the time of this writing, this agreement has been forwarded to the Port Commission for approval at their January 21 meeting, and provided they have no objections, the contract will be executed and returned to MDOT once approved by the City Council.

IT IS RECOMMENDED that the attached resolution be approved, and that the City share of the costs (\$3,000) be appropriated as detailed in the financial information detail below.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: All agreements must be in place before 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	\$60,000
Cost of This Project Approval	\$60,000
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Airport Fund	295-60.442-818.020*	\$3,000*

*Requires either a transfer from this account into a new capital project account, or an appropriation from fund reserves as determined by the Finance Director, as this project was not originally included in the FY 14-15 budget.

<u>Other Funds</u>	
State of Michigan – (5%)	\$3,000
Federal Funds – (90%)	\$54,000

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 01/16/15

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: February 2, 2015



RESOLUTION

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

WHEREAS, the Automated Weather Observing Station (AWOS) is in poor condition and requires replacement of obsolete components and other related work, 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 Airport Sponsor Assurances dated March 2014, Drug-Free Workplace Certification dated June 28, 2005, and Selection of Consultant Certification dated June 28, 2005, 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 2015-0126 with the Michigan Department of Transportation for Federal Project Number B-26-0067-1414, along with the aforementioned assurances and certifications; and

BE IT FURTHER RESOLVED that the Mayor be authorized to sign the contract on behalf of the City of Monroe, and that the Director of Engineering and Public Services be authorized to sign all other required assurances and certifications on behalf of the City of Monroe.

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF MONROE

CONTRACT FOR A FEDERAL/STATE/LOCAL

AIRPORT PROJECT

UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) 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 January 9, 2015 attached hereto and made a part hereof.

PROJECT DESCRIPTION: INSTALL AWOS - REPLACE COMPONENTS - CONSTRUCTION.

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

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

MDOT 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 MDOT 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. MDOT 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 MDOT 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 MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT 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 MDOT 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. MDOT or its representative may inspect, copy, scan, 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 MDOT 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 MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT 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 MDOT or the 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 MDOT. 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 MDOT. 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 MDOT 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 MDOT.

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 General Conditions and 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 all applicable FAA Assurances, Advisory Circulars, and Certifications.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT 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. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT 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 MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$54,000.00
Maximum MDOT Share	\$3,000.00
SPONSOR Share	<u>\$3,000.00</u>
<i>Estimated</i> PROJECT COST	\$60,000.00

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT 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 MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT 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 MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT 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 MDOT 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 MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. 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 the 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 MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, 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 MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT 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 MDOT 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 MDOT 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 MDOT. 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 MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT 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 MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT 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 MDOT 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 MDOT'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 of 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 MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, 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 MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT 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 MDOT.~~

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 MDOT'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. MDOT 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 MDOT 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 MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

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 MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT 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 MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT 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 MDOT 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. MDOT 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 MDOT 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 MDOT 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. B-26-0067-1414
Contract No. FM 58-04-C20

January 9, 2015

	Federal	State	Local	Total
<u>ADMINISTRATION</u>	<u>\$900</u>	<u>\$50</u>	<u>\$50</u>	<u>\$1,000</u>
DEPARTMENT-AERO	\$900	\$50	\$50	\$1,000
<u>ENVIRONMENTAL</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>DESIGN</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>CONSTRUCTION</u>	<u>\$53,100</u>	<u>\$2,950</u>	<u>\$2,950</u>	<u>\$59,000</u>
Install AWOS - Replace components	\$53,100	\$2,950	\$2,950	\$59,000
<u>CONTINGENCIES</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Construction Contingency	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$54,000	\$3,000	\$3,000	\$60,000

Federal Billing Breakdown:

Bill #1 \$21,682 SBGP 8512
Bill #2 \$32,318 SBGP 9014

MAC Approval: 11/12/14

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.

APPENDIX F

GENERAL CONDITIONS

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit 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.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must 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 other 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 dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must 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 require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, 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 which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. Suspension or Debarment. The Sponsor must inform the FAA/MDOT when the Sponsor suspends or debars a contractor, person, or entity.

10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

11. Trafficking in Persons.

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 1. Associated with performance under this agreement; or
 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB

APPENDIX F

Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

12. **Exhibit A Incorporated by Reference.** The Exhibit “A” updated April 3, 2012, filed with AIP Project B-26-0067-0806, is incorporated herein by reference.

13. **Co-Sponsor.**

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word “Sponsor” as used in the application and other assurances is deemed to include all co-sponsors.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<p>ARFF and SRE EQUIPMENT AND VEHICLES: The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<p>EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.</p>
Airport	ARFF Equipment - Off-Airport Storage	<p>OFF-AIRPORT STORAGE OF ARFF VEHICLE: The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<p>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS): The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
		<p>requirements for the AWOS;</p> <p>3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and</p> <p>4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	<p>AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>
Airport	Lighting - Operation and Maintenance	<p>LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>
Airport	Temporary NAVAIDS	<p>TEMPORARY NAVAIDS: The Sponsor agrees that [Enter Type of Equipment] equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) [Enter parcel number(s)] and other land identifying information until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental	ENVIRONMENTAL: The environmental approval for this project was issued on <u>11/12/14</u> This project includes the following mitigation measures: [Enter Mitigation Measures] The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
Airport	NAVAIDS - ILS Note that in general,	INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
	Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	Fence - Wildlife	WILDLIFE FENCE: The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	Land - Revise Exhibit "A" Property Map	UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT: The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	Land acquisition -Future Land	FUTURE DEVELOPMENT LAND: The Sponsor agrees to perform the airport development which requires this land acquisition within [Enter Number of Years (20 or less)] years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within [Enter Number of Years] for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	Master Plan - Coordination	COORDINATION: The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
Airport	NAVAIDS -Operations	AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
	and maintenance	<p>PROJECT: The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<p>SITE SELECTION: The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.</p>
Airport	Non-AIP Utility Proration	<p>UTILITIES PRORATION: For purposes of computing the United States' share of the allowable project costs, the allowable cost of the [Enter Utility Name] included in the project must not exceed [Enter Percent Numerical Value] percent.</p>
Airport	Utility Relocation	<p>UTILITY RELOCATION IN PROJECT: The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<p>OBSTRUCTION REMOVAL: The Sponsor agrees to clear Parcel(s) [Enter Parcel Numbers], as shown on Exhibit "A" Property Map, of the following obstructions: [Enter All Obstructions] prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.</p>
Airport	Pavement	<p>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
		<ol style="list-style-type: none"> 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 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 the Advisory Circular 150/5380-6, the frequency of inspections 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. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. 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 type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is: <ol style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ²	Type of Project	Special Conditions
Airport	Pavement Exceeding \$500,000	<p>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000: The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details 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 and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (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 the 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 that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA. c. Failure to provide a complete report as described in paragraph b,

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will 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 subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p>MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p>PROTECTION OF RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use 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 permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	RPZ Acquisition	<p>PROTECTION OF 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 an airport hazard 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.</p>
Airport	RPZ Future Acquisition	<p>ACQUISITION OF THE RUNWAY PROTECTION ZONE: Future Interest in</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
		<p>the Runway Protection Zone: The Sponsor agrees that it will acquire <u>[Enter the Fee Title or Easement]</u> in the Runway Protection Zones for runways that presently are not under its control within <u>[Enter Number of Years]</u> years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	VALE equipment	<p>LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant:</p> <ol style="list-style-type: none"> 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. <p>The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.</p>
Airport	VALE Recharging System	<p>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS: The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.</p>
Airport or Noise	Building Allowable Costs (Prorate)	<p>BUILDING AIP PRORATION: For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the <u>[Enter Name of Work Item]</u> included in the project must not exceed <u>[Enter Percent (Numerical Value)]</u> percent of the actual cost of the entire building.</p>
Airport or	Noise Land	<p>ACQUISITION OF NOISE LAND: The Sponsor agrees that as part of the</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
Noise		land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<p>ANNUAL NOISE REPORT: As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information:</p> <ol style="list-style-type: none"> 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map. 6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. 7) Other information as required by the FAA.
All Sponsor Types	Plans and Specifications	PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specification s Certification	<p>PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <ol style="list-style-type: none"> 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
		<p>2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</p> <p>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p>
All Sponsor Types	Design-Only Subgrants	<p>DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.</p>
All Sponsor Types	Force account	<p>FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.</p>
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY: The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.</p>
All Sponsor Types	Land acquisition - Relocation	<p>UNIFORM RELOCATION ACT: The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
All Sponsor Types	Noise - mitigation	<p>Assisted Programs.</p> <p>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES: The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.</p>
All Sponsor Types	Noise Mitigation – Private Land	<p>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY: The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items. 3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner’s right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor’s acceptance of federal aid for the project.
All Sponsor Types	Non AIP work in project	<p>NON-AIP WORK IN APPLICATION: The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 1) the Project includes the planning and/or construction of <u>[Enter Non-Subgrant Work]</u> that is not being funded with any Federal funding in this project ;

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
		<p>2) although the Sponsor has estimated a total project cost of \$[Enter Total Project Amount], the total allowable cost for purposes of determining federal participation will not exceed \$[Enter Maximum Federal Amount];</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed \$[Enter Maximum Federal Amount], which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</p>
All Sponsor Types	Planning Scope of Work	<p>PRELIMINARY SCOPE OF WORK: This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.</p>
Airport - Non-primary	Fuel farms	<p>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor’s employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.</p>
Airport - Non-primary	Revenue Producing Project	<p>REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
		the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

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	<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.	CONTRACT NO.
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BILLING PERIOD:	Check if Final Payment <input type="checkbox"/>	JOB NO.
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CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

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

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (signature)	TITLE	DATE/MDO
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FOR MDOT USE ONLY

COMMENTS:

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

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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



ASSURANCES

Airport Sponsors

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 this grant offer by the sponsor, these assurances are incorporated in and become part of this 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 this 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 this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

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. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 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
- j. 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
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 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.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 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.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

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 2 CFR Part 200 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.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this 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 this 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 this 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 this 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 this 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 this 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 this 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. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

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 this grant, the total cost of the project in connection with which this 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 this 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 this 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 this 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 this 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 this 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, non-tenant, 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 non-tenants and signatory carriers and non-signatory 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 this 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 nonaviation 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 promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance 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) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, 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 be, 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 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 advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

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 which, if any, the airport will be able to accommodate the 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.

Directions: If there is a co-sponsor on the grant, cut and paste the following to the bottom of each applicable sponsor certification.

(Name of Co-Sponsor)

(Signature of Co-Sponsor's Designated Official Representative)

(Typed Name of Co-Sponsor's Designated Official Representative)

(Typed Title of Co-Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 DRUG-FREE WORKPLACE**

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A statement has been (will be) published 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 to be taken against employees for violation of such prohibition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Abide by the terms of the statement; and			

	Yes	No	N/A
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require 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.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
**AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION**
SELECTION OF CONSULTANTS

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

(Date)



CITY COUNCIL AGENDA FACT SHEET

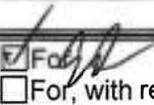
RELATING TO: MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) PERFORMANCE RESOLUTION APPROVAL

DISCUSSION: The City of Monroe maintains a wide variety of water mains, sanitary sewers, storm sewers, signs, trees, and other appurtenances within the right-of-way of state trunklines, including M-125, M-50, and US-24, both within the City and in surrounding townships served by our utility system. Additionally, we utilize M-125 for several parades and install overhead and vertical banners in the downtown area. Each year, the City is required to apply for an annual maintenance permit through the Michigan Department of Transportation (MDOT), and they now require the City to execute the attached resolution in order to perform permitted activities during the year. Fortunately, there continues to be no charge for this annual permit nor is the City typically required to post any type of performance bond (though MDOT does retain that option per item #6).

The resolution also requires the City to designate those individuals that are authorized to apply for permits on its behalf. It is requested that the City of Monroe designate Director of Engineering and Public Services (Patrick Lewis), Director of Water and Wastewater Utilities (Barry LaRoy), Superintendent of Public Services (William Walters), Superintendent of Water Distribution (Kevin Armstrong), Superintendent of Wastewater (Spencer Maniaci), and Engineering Technician (Bradley Smith) all as authorized parties, should the occasion arise that any of them may need to apply for permits for their respective work activities. Typically, the Director of Engineering and Public Services will coordinate the annual permit as well as all required advance notifications to MDOT for special events.

IT IS RECOMMENDED that the City Council adopt the attached resolution, approve authorize the above six (6) individuals to apply for permits on behalf of the City, and that the Director of Engineering and Public Services and / or Clerk-Treasurer be authorized to submit the resolution on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: The City cannot apply for any further permits until the attached resolution is adopted.

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, Water and Wastewater Utilities Department, special events and organizers, traveling public

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 01/28/15

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: February 2, 2015



PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipality an "Individual Permit for Use of State Highway Right of Way" or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way".

RESOLVED WHEREAS, the _____
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

- 6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

NAME AND/OR TITLE

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
 (Name of Board, etc)

of the _____ of _____
 (Name of GOVERNMENTAL AGENCY) (County)

at a _____ meeting held on the _____ day

of _____ A.D. _____

SIGNATURE	TITLE	PRINT NAME
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CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE COUNTY CONVENTION & TOURISM BUREAU TO RESERVE DATES IN 2015 FOR UPCOMING EVENTS / FESTIVALS

DISCUSSION: The City received a request from the Monroe County Convention & Tourism Bureau for permission to hold several special events in 2015. (See attached communication for list of special events.)

The requested dates were reviewed by the administrative staff and there were no objections to the requested dates subject to the applicant filling out the proper paperwork (temporary use/special event application and/or park permit) for each event so staff can review items needed by city staff. **(The applicant did submit the proper paperwork and after all reviews are complete we will forward each event to the city council for final review/approval.)**

If a specific location/park facility is desired for any of the events (excluding the Jazz Festival), the MCCTB will need to supply more detailed information to hold a park/facility for the other proposed event(s).

The City Manager recommends that Council **approve only the dates of the events** with full approval of the events, being subject to policy, timely submission of event planning details, staff reviews, street closure action by Council and approvals of city financial and logistical support.

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: Building, Parks & Rec., D.P.S., Public Safety, Engineering, Community Development 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: 1/21/15

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 2/2/15



The Honorable Robert Clark, Mayor
City Council Members
George Brown, City Manager
City of Monroe Department Heads & Staff
Sent Via Fax: 734.243.8683

January 10, 2015

Dear Honorable Mayor Clark, City Council Members & Mr. Brown,

The Monroe County Convention & Tourism Bureau would like to once again request the following dates, with permission to hold the following long standing and highly successful events in the City of Monroe, Downtown Monroe and St. Mary's Park, etc. and that **all fees be waived** for the Calendar Year 2015:

July 2 – 4, 2015 – The 18th Annual River Raisin Independence Festival & 8th Annual Freedom Walk

August 6 - 9, 2015 – The Award Winning 14th Annual River Raisin Jazz Festival

September 5, 2015 – The 9th Annual River Raisin Labor Day Bar-B-Q Festival, Community Parade & Labor Walk

October 5 - 11, 2015 – The 17th Annual Custer Week Celebration & 14th Annual Custer Run

October 24, 2015 – The Award Winning 12th Annual River Raisin Halloween Festival

Thank you for your support of the Monroe County Convention & Tourism Bureau and our line-up of successful high quality community events in our city that support art, culture, history, recreation and quality of life as well as promoting Monroe as a tourism destination, attracting thousands of visitors to the area and creating significant economic impact for our businesses! In the interest of our community I remain

Sincerely yours,

A handwritten signature in black ink, appearing to read "John Patterson".

John Patterson
President/CEO

RECEIVED

JAN 16 2015

MAYOR'S OFFICE

2015 AUTHENTIC MONROE COUNTY

Calendar of events

202ND ANNUAL RIVER ARISIN
BATTLEFIELD COMMEMORATION
JANUARY 17, 2015 RIVER ARISIN NATIONAL BATTLEFIELD PARK

10TH ANNIVERSARY MONROE COUNTY
LAKE ERIE MUSHART RUN
FEBRUARY 7, 2015 U.M. C. STERLING STATE PARK

15TH ANNIVERSARY ANTIQUES IN APRIL
APRIL 11 & 12, 2015 MONROE COUNTY COMMUNITY COLLEGE

10TH ANNIVERSARY RIVER ARISIN JAZZ SERIES...
EVENING/OTHER THURSDAY MAY 14 - AUGUST 6, 2015
DOWNTOWN MONROE

9TH ANNUAL JAZZ IN THE SQUARE...
JULY 10, 17, 24, 31, 2015 LOBRANGER SQUARE
DOWNTOWN MONROE

16TH ANNUAL MWFVLY MUSIC FESTIVAL
JUNE 19 & 20, 2015 WOLVERINE PARK, DOWNTOWN DUNDICE

16TH ANNUAL RIVER ARISIN INDEPENDENCE FESTIVAL
JULY 2 & 3, 2015 - MONROE, MICHIGAN
10TH ANNIVERSARY FREEDOM WALK/ RUN
JULY 4, 2015 - ST. MARY'S PARK TO U.M. C. STERLING STATE PARK

68TH ANNUAL MONROE COUNTY FAIR
AUGUST 1 - 8, 2015 MONROE COUNTY FAIRGROUNDS

THE AWARD WINNING 14TH ANNUAL RIVER ARISIN JAZZ FESTIVAL
AUGUST 6 - 9, 2015 - MONROE, MICHIGAN
*14th Annual Preview Party Friday August 7, 2015 St. Mary's Park

9TH ANNUAL RIVER ARISIN LABOR DAY BBQ FESTIVAL
SEPTEMBER 5, 2015 - MONROE, MICHIGAN

40TH ANNIVERSARY ERIE ORCHARD APPLE FESTIVAL
SEPTEMBER 5 & 6, 2015 ERIE ORCHARD & CIDER MILL

68TH ANNUAL PTE. MOUILLEE WATERFOWL FESTIVAL
SEPTEMBER 19 & 20, 2015 PTE. MOUILLEE STATE GAME AREA

17TH ANNUAL CUSTER WEEK
OCTOBER 5 - 11, 2015 - MONROE, MICHIGAN

THE AWARD WINNING 18TH ANNUAL RIVER ARISIN
HALLOWEEN FESTIVAL
OCTOBER 24, 2015 - MONROE, MICHIGAN

32ND ANNUAL MATTHEW EVERGREEN FILM
CHRISTMAS TREE FESTIVAL
NOVEMBER 27 - 29, 2015 MATTHEW EVERGREEN FILM INT

57TH ANNUAL CHRISTMAS TREE FESTIVAL
DECEMBER 1 - 30, 2015 MONROE COUNTY HISTORICAL MUSEUM

33RD ANNUAL CHRISTMAS IN IDA
DECEMBER 4 - 6, 2015 DOWNTOWN IDA

THE 14TH ANNUAL PIPERS' HOLIDAY SHOW
DECEMBER 12, 2015 - THE MALL OF MONROE

photo courtesy of Reflections by Cora





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Award a Professional Services Contract to Quinn-Evans Architects to Complete a Feasibility and Cost Analysis to Evaluate 8 N. Monroe Street for use as a Library and Community Center

DISCUSSION: This proposed Professional Services Contract is to evaluate the potential acquisition of the former Masonic Temple (8 N. Monroe Street) for use as a central library and community events/conference center. The concept includes a community center with space for community group gatherings, conferences, presentations, performances, temporary displays, etc. The building was constructed in 1931 as a Masonic temple and served in that capacity until 1995 (64 years). Over that past 19 years it has been used for a variety of commercial purposes including an antique mall and most recently a banquet center.

The building contains approximately 16,260 square feet of gross floor area, spread over three equally sized floors (~5,420 s.f./each). There is also an attached covered patio on the lower level adjacent to the River Raisin. The main level is dominated by a large open assembly hall, with a foyer and restrooms in the front, and a small commercial kitchen and presentation stage in the back. Similar to the main level, the lower level has a large open meeting room with areas dedicated to restrooms and a foyer on one end and the building's mechanical systems are enclosed on the other end. The upper level was designed as the Mason's ceremonial space, with a large theater-like meeting room, anchored in the back with a significant stage. The meeting room could house the community center uses. Surrounding the meeting room at the outer walls of the building are restrooms, and office and storage spaces. Based on the City's preliminary walk-through, potential uses include central library services on the main level, reading room and café in the lower level, and community events/conference center and administrative offices on the upper level.

The City Economic and Community Development Division solicited proposals from architectural firms to perform a structural analysis, environmental investigation, evaluation of renovation alternatives, conceptual floor plans and cost estimates for conversion and operation of the building. A Request for Proposals (RFP) was developed and advertised through the Michigan Intergovernmental Trade Network (MITN) and was sent directly to architectural firms that have extensive historical building or library related experience. Eight proposals were received, of which six met the submittal requirements outlined in the RFP. A selection committee consisting of City staff, Monroe County Library System staff, and a member of the Library Advisory Committee met and narrowed the potential candidates to two architectural firms. These two firms were each interviewed, and the committee selected Quinn-Evans Architects as the successful firm. The not-to-exceed fee estimated by Quinn Evans to complete the analysis was \$34,600.00. The Quinn-Evans proposal is attached to this fact sheet for review and consideration.

IT IS RECOMMENDED City Council award a professional services contract to Quinn-Evans Architects to complete a feasibility and cost analysis to evaluate 8 N. Monroe Street for use as a library and community center in an amount not-to-exceed \$34,600.00. **IT IS FURTHER RECOMMENDED** City Council authorize a contingency fee of up to 5% or \$1,730.00 to be utilized at the discretion of the City Manager for unforeseen services and encumber a total of \$36,330.00.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 2, 2015

REASON FOR DEADLINE: 6-month option agreement with the property owner.

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Library Advisory Committee, Building Department, Planning Department, Citizens Planning Commission, Historic District Commission, Monroe County Library System

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	\$ 36,330.00
	Cost of This Project Approval	\$ 36,330.00
	Related Annual Operating Cost	\$ unknown
	Increased Revenue Expected/Year	\$ 0

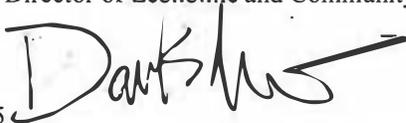
SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	General Fund Contingency	101-95.941-998.000*	\$36,330.00
	<u>Other Funds</u>		

Budget Approval: _____

* Funds to be transferred from Contingency to a capital projects account.

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 01/26/2015

REVIEWED BY: George Brown, City Manager



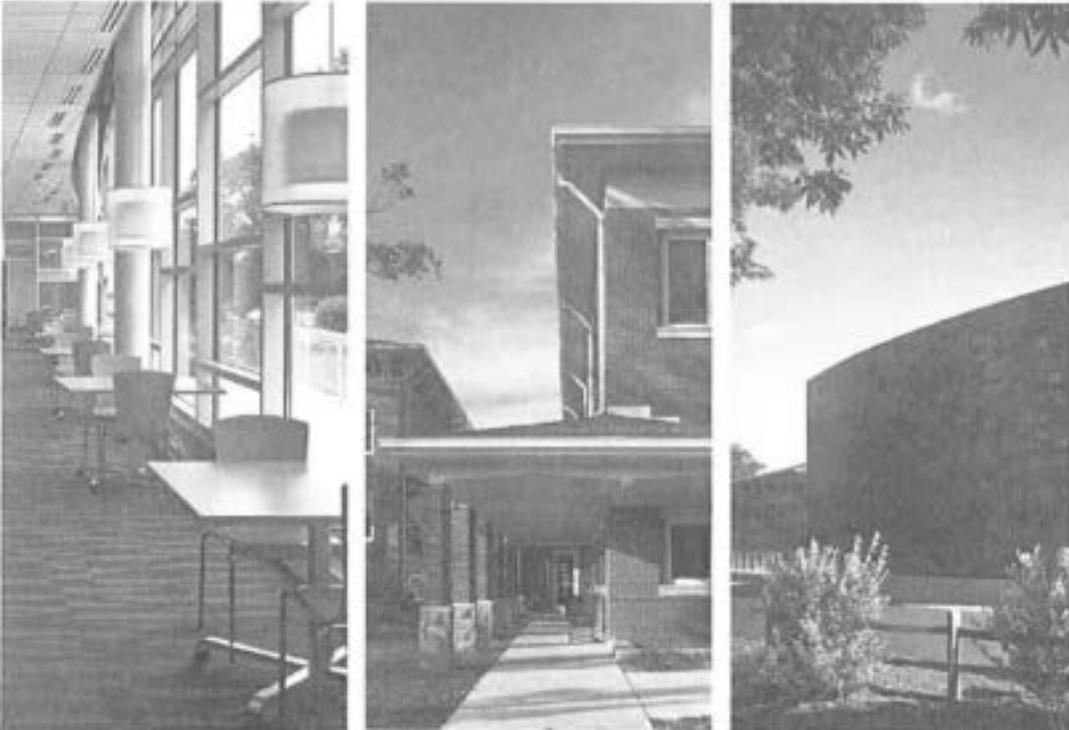
DATE:

COUNCIL MEETING DATE: February 2, 2015

FEASIBILITY AND COST ANALYSIS FOR LIBRARY AND COMMUNITY CENTER BUILDING RENOVATION

MONROE, MICHIGAN

PROPOSAL SUBMISSION



JANUARY 2, 2015



QUINN EVANS
ARCHITECTS

2 January 2015

Daniel E. Swallow
Director of Economic and Community Development
120 East First Street
Monroe, MI 48161



QUINN EVANS
ARCHITECTS

219 1/2 N. MAIN STREET
ANN ARBOR, MI 48104
734 663 5888

**RE: FEASIBILITY AND COST ANALYSIS FOR LIBRARY AND COMMUNITY CENTER
BUILDING RENOVATION
MONROE, MICHIGAN**

Subject: Quinn Evans Architects Proposal

Dear Mr. Swallow :

We envision this project as a tangible element of the Resilient Monroe. The adaptive reuse and revitalization of the Masonic Temple exemplifies this logic and aligns perfectly with the Quinn Evans expertise and team configuration. We are honored and excited by this opportunity to contribute this resource to the Resilient Monroe movement and your community.

Our philosophy is simple: respect the past to preserve the future. Quinn Evans Architects was founded on the preservation and adaptive reuse of historic buildings, historic structures and historic landscapes locally and across the nation. Our projects vary greatly in size; from restoring the South Channel Light in Lake Erie to the National Academy of Science in Washington DC, and everything in between. This diverse background provides a depth and breadth of experience; one which assures your building will retain its integrity. We believe in respecting the past while finding opportunities to leverage existing assets to the benefit future generations.

Preparing a building for the future begins with understanding the existing conditions and how to preserve what is important. Our experience with building exteriors, particularly masonry and roofs, will help in the assessment of the slate roof and to establish your options. Managing principal for the Ann Arbor office, Ann Dilcher will lead this effort and be hands on throughout the project. Ann is currently working on restoration of the Henry Ford Estate in Dearborn and renovation of the Howell Carnegie Library. Her familiarity with historic structures and adaptation to community and library spaces will yield concise findings and effective recommendations.

Essential to realizing a building's potential is found by determining the condition and usefulness of the structural, environmental and the building infrastructure. In this instance the structural analysis will be of principal importance as it will be determine the location and nature of the library space; this will be the first evaluation done by our team. Cheryl Early of Fitzpatrick Structural Engineering is an expert in the evaluation of existing building structures for adaptation and how to strengthen historic buildings to support loading requirements associated with contemporary libraries.

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

2 January 2015

Page 2 of 2

Public gathering spaces and presentation venues have very particular building infrastructure requirements. The usability of the proposed spaces is dependent on how comfortable the space feels, proper lighting levels and accessible power and technology. Our engineering team is skilled in evaluating existing systems and establishing an approach which supports user needs. We anticipate a technology and low voltage infrastructure as a part of the project, both are essential to support library and community functions. Peter Basso Associates will be responsible for all engineering systems.

Our design team has extensive experience in planning and design of library, community and public gathering spaces. Alyce Riemenschneider and Jim Mumby have experience working with the Monroe County Library System and both have been actively engaged in the design of libraries at national, state and local levels for the past three decades. This vast knowledge and familiarity with your library system allows us to imagine what is possible and how to keep it relevant for future generations.

Reuse of a historic building presents a unique challenge; because understanding what is not readily visible is of a critical importance. Buildings of this age typically contain hazardous materials which can require some type of remediation. The investigation of hazardous materials and evaluation will be lead by ASTI Environmental, a testing organization familiar with these challenges. Their recommendations will include both avenues for additional testing, opinion of cost and approaches to resolving the issue.

All the research, investigation and planning will converge to define a solution, project approach and potential costs. To assure accuracy of our project costs we have added Larry Hill to our team, an independent construction estimator and construction project advisor. His involvement will assure a thoughtful approach to implementation and realistic cost estimates.

The outcome for the study is simple. Does it make sense to purchase the building and will the cost of the project and outcomes benefit the community?

Our team has the knowledge to give you with the information you need to answer this question. We will provide you with a clear understanding of the existing conditions, what renovation alternatives are possible, what your costs will be and how to proceed with renovations.

Cordially,

Quinn Evans Architects



James Mumby, AIA, LEED AP
Principal



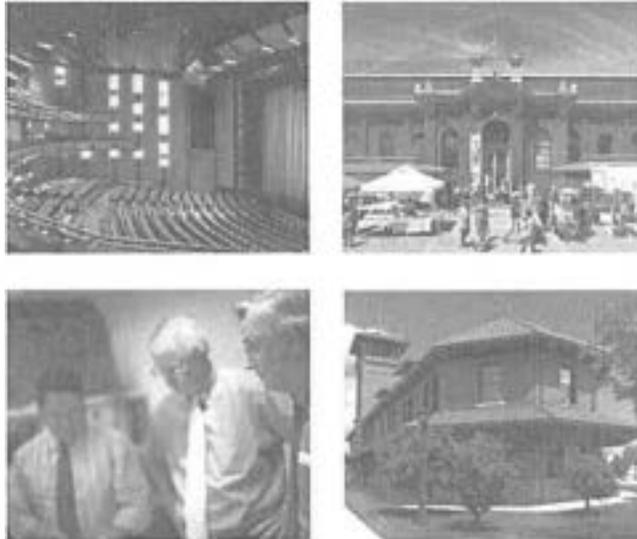
QUINN EVANS
ARCHITECTS

219 1/2 N MAIN STREET
ANN ARBOR, MI 48104
734 663 5888

WASHINGTON, DC
ANN ARBOR, MI
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MADISON, WI

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WE SEE A BETTER WORLD



The experienced professionals at Quinn Evans Architects are committed to elegance in design and well-crafted solutions that sustain and renew the tradition of our built environment.

Quinn Evans Architects (QEA) is a full service architectural firm with offices in Washington, D.C., Ann Arbor and Detroit, Michigan and Madison, Wisconsin. In order to meet our clients' needs, our comprehensive services include architecture, preservation, interior design, planning, and landscape architecture. Our creative and sensitive design solutions have addressed the renovation and restoration of existing structures and sites, preservation and reuse of important buildings, as well as the design of expansions and new structures that complement and respect their surrounding environment. In addition to full architectural services, we offer a diverse portfolio that combines context-sensitive and innovative designs with sustainable strategies.

More than 100 projects in the firm's portfolio have been honored with over 120 awards for quality design, outstanding restoration work, and innovative approaches to adapting existing facilities for new uses.

With over two decades of experience, QEA's professionals combine expertise in renovation architecture with knowledge of the special issues involved in developing context-sensitive new construction. This enables us to renew important cultural landmarks, while maximizing the structure's economic viability and fostering community pride in the built environment.

Founded in 1984

Larry R. Barr, AIA, President
Steven C. Jones, AIA, Executive Vice President
Jeffrey C. Luker, AIA, Vice President
Elisabeth Knibbe, FAIA, Vice President

Michael L. Quinn, FAIA, Founder, Principal
Ann K. Dilcher, AIA, Principal
Carl Elefante, FAIA, Principal
J. Leora Mirvish, AIA, Principal
James Mumby, AIA, Principal
Jeanine M. Quaglia, Principal
Alyce Riemenschneider, Principal
Alyson Steele, AIA, Principal

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v 313 887 9560

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Madison, Wisconsin 53703
v 608 260 8020

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EXISTING BUILDINGS

Since the founding of Quinn Evans Architects, preserving and creating buildings with exceptional economic, material and cultural value has been our objective. QEA is a leader in adapting buildings for mixed uses, and in designing new buildings that strengthen the existing urban fabric. We embrace the opportunity to preserve, to renew and create spaces that meet contemporary expectations.

SUSTAINABILITY

Responsible stewardship of the built environment lies at the core of our architectural vision. We currently have more than twenty-five LEED accredited professionals on staff and have guided more than twenty projects through the LEED certification process. QEA prioritizes incorporating best practices and sustainable strategies into every project in our office.

ACCESSIBLE DESIGN

Since its passage, QEA has been integrating accessible design into buildings designed and constructed prior to the passage of the Americans with Disabilities Act in 1990. Accessibility retrofits including entrance ramps, modified or new restrooms, the introduction of an elevator, are designed by the experienced QEA team to comply with current ADA requirements.

COST MODELING

Quinn Evans Architects has significant experience in developing quality cost models and cost estimates for renovation projects, which differ significantly from new building project cost modeling. We have an excellent record of accuracy. We use our cost estimates as an important design tool as we move through the design process with our clients and project team. Early in the process, QEA - with our clients, identifies construction alternatives and bidding contingencies to account for unforeseen conditions that can occur in existing buildings. Estimating "early and often" focuses and clarifies options to achieve client goals in the most efficient way.

CODE REVIEW

QEA completes thorough code reviews to insure compliance with applicable codes and ordinances. We have considerable experience with the Michigan Rehabilitation Code and know how to apply it to existing building to the benefit of the owner. The result is a compliant, safe building without unnecessary costs involved.



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WORK PLAN

Our project approach is to understand your needs and expectations; establish opportunities, explore options and establish a cost effective implementation plan. With our background in the evaluation of historic structures and design of community spaces and library buildings we are best suited to achieve your project goals. The proposed staff can begin immediately and have the study completed within the proposed schedule.

We will create an interactive and inclusive problem solving process in which you can engage team members and influence the outcome. We will integrate you as an active participant in the programming, design and solution utilizing a “work session” approach to our team interactions.

Immediately upon selection a kick off and programming work session will be scheduled. At this initial meeting we will establish the line of communications between organizations, define program criteria and create a project schedule. We will lead the effort, but are advocates of refining a process around your schedules and expectations.

Our work plan is broken into three basic elements: Existing Conditions Inventory, Planning and Design and Implementation.

Existing Conditions Inventory

Understanding the existing conditions begins with the review of existing documentation and discussions with individuals familiar with building maintenance or updates. These types of discussions can enhance understanding. In preparation for the project it will be important to have one year of utility bills aggregated.

Our team of engineers and architects will conduct a field review of the mechanical and electrical infrastructure to understand existing conditions, system locations and capacities, and potential adaptability to future uses. It would be helpful to have maintenance records and equipment manuals available for review.

Our experience with existing building exteriors has taught us to “get up close and personal”, particularly with roofs. It would be our intent to “walk the roof” to get better understanding of existing conditions, assuming access is available. Otherwise a binocular survey of the roof will be performed. We do have staff certified to operate lifts for detailed exterior inspections when needed, although it is not anticipated at this time.

The building interior will be reviewed for overall condition and to define which elements are considered historically significant. This review establishes what needs maintenance, what should be corrected and what can be modified without compromising the historic integrity of the building. We have found there are times when preserving the integrity of the building influences how the program is implemented.

The hazardous materials investigation can be handled in a variety of ways, each with significant cost at this stage of the project. We will review drawings, conduct a visual inspection and perform selected confirmation testing. The approach is not intended to be an exhaustive investigation but will be sufficient to establish approach and cost recommendations.

The structural analysis is the most important criteria in establishing how the library can be incorporated into the building. The structural analysis will be based on the existing drawings



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and visual inspection in areas where the structure is exposed. The structural analysis will be completed prior to the start of conceptual design.

Our team will prepare a code analysis of the existing building based on conforming to current codes. Our experience with adaptive reuse projects will allow us to incorporate aspects of the Michigan Rehabilitation code in order to preserve historic building elements.

We are not intending to perform any selective demolition for investigative purposes within this scope of work other than hazardous materials sampling.

The existing conditions will be summarized in written document, supported by photos where needed. This document will provide an overall understanding of the project along with interpretations of what is concealed based on the age of the building.

Planning and Design

Planning and design starts with discussions on your library service goals, staffing expectation and collection development information. It would be our intent to establish a conceptual program sufficient to test building capacity and develop organization diagrams. This conceptual program will be developed through a work session with library staff.

The design process will begin with us preparing a series of planning diagrams showing how spaces can be distributed on each floor. The initial planning diagrams will delineate how the space will function and note supervision and staffing locations. Once a planning direction has been established we will develop conceptual floor plans showing collections and general library functions. The intent of these plans is prove how the library can fit into the building and is not a final design solution. We have found this approach allows for quick exploration of solutions without being a financial burden to the project.

During the building planning will we explore and develop phasing plans and potential an implementation strategy. How the project will be funded and executed and whether outside groups might utilize spaces independent of library hours of operation can influence the final design.

Implementation

Our approach to implementation and budgeting is to find the right balance between what is required to meet the program and what would be nice to do. Included in this discussion will be potential investments in long term operational savings.

We have found in our library work there needs to be a discussion about adaptability and flexibility; how do we prepare for future technology and use patterns? Included in this discussion will be the relationship between the types of services offered at this location and other branches. The outcome of this discussion will influence suggested electrical, mechanical and technology infrastructure improvements.

We will be to create a series of phasing plans and an outline of scope of work and cost associated with each. Incorporated into each phase will be escalation based on timing of implementation and other associated soft costs.

Our project deliverables are:

1. Existing conditions written documentation summarizing our findings on; codes, structural, HVAC systems, Plumbing, Electrical, ADA, structural, building exterior, building interior and site
2. Conceptual Floor Plans
3. Phasing Plans
4. Final written documentation summarizing recommendations on; building design, budgets, phasing, operating cost impacts and implementation.



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OUR TEAM

Your study requires a team of experts to thoroughly evaluate the former Masonic Temple building. Quinn Evans Architects (QEA) has brought together a comprehensive team with whom we have worked on many similar assessments and therefore are confident in their abilities to help you better understand the opportunities of the building and the work required for renovation into a publicly used community center and library. This team is available to start your project at the end of January and meet your schedule that includes a progress review at the end of March and project completion by the end of May.



Ann Dilcher, Principal at QEA, will lead the assessment team which includes Fitzpatrick Structural Engineering (FSE), Peter Basso Associates (PBA) and ASTI Environmental. Ann has worked with these team members on assessments of buildings large and small across the Midwest. You need a clear concise conditions report to understand if the building can serve your purpose, what if any major repairs are needed, and our recommended renovations. Ann and her team will investigate the building and pulling from their deep experience in building assessment and develop the report you need to understand the potential and liabilities of this building.

Jim Mumby, Principal at QEA, will create the conceptual floor plans and renovation recommendations. He will lead the programming discussions with the oversight committee to help your group reach consensus on the program for the building. Jim's deep design experience in libraries and public meeting spaces will let you quickly see what is required to transform the building to meet your needs.

Alyce Riemenschneider, Principal and Director of Interiors at QEA, brings extensive knowledge of library interiors and adaptive reuse design to your project. She will be an active part of the design team as we "test fit" the program to the building. Developing a conceptual design that supports the patrons and staff as well as the accuracy of interiors estimating will be benefit from Alyce's expertise in these areas.

Your decision on whether to purchase the building or not needs to be based on good information which is why our team includes an independent cost estimator. Larry Hill brings his experience on similar renovation projects and on the construction cost climate in SE Michigan that will benefit you with his development of a renovation estimate detailed enough to be defensible to public commentary.

PBA will create an energy model to estimate energy costs based on the assessment and their recommendations for the type of system that will best support the uses you envision in the building. The benefits for you in understanding operating costs before making a final decision on such a public project is very important. Our experience has shown that creating an energy model is the only way to get good utility estimates and compare the payback of different HVAC options. The added engineering cost for a model pays for itself by giving you confidence that your decision is based on solid estimates for both renovation and operating costs.

QUALITY ASSURANCE AND QUALITY CONTROL (QAQC)

QEA's approach to QAQC consists of a baseline, checklist-driven, quality assurance plan utilized by the project technical staff on an ongoing basis, to establish and facilitate conformance with criteria for completeness and accuracy of the deliverables. This baseline quality assurance protocol is coupled with ongoing review and feedback by the team, inter-disciplinary design coordination, and senior-level technical reviews performed at delivery milestones as the project progresses.

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PRICE PROPOSAL

PROPOSAL FOR A FIXED FEE FOR THE ENTIRE STUDY

Quinn Evans Architects will complete the work described in the preceding work plan, for a total lump sum of Thirty Four Thousand Six Hundred Dollars (\$34,600.00) including all expenses and travel.

This lump sum fee includes base services of:

Architectural

- Existing Conditions Assessment and Recommendations
- Programming and Conceptual Planning
- Coordination of Consultant Team
- Aggregation of team's reports into a single concise report.
- Coordination of Renovation Scope of Work and Cost Estimate for this scope of work
- Review and Final Reports presented to City Council

Structural

- Existing Conditions Assessment and Recommendations
- Structural Analysis of floor loading on second and third levels.

MEP

- Existing Conditions Assessment and Recommendations
- Energy Model to test proposed HVAC system and provide estimated future utility costs

Cost Estimating

- Construction Cost Estimate for proposed renovations including hazardous materials remediation

Hazardous Materials

- Lead-based Paint and Asbestos Inspection
- Hazardous Material Survey
- Testing of 50 asbestos and 20 paint chip samples

If selected, we are willing to negotiate scope and fee with you to ensure we provide you with exactly the information you need and not incur additional costs for undesired services.

For example,

If the City decides to contract separately for the Hazardous Materials Assessment and Testing, QEA will deduct \$6,200.00 from our fee.

If the City decides they want a complete Phase 1 Environmental Site Assessment, QEA can provide this for an additional \$2,500.00.

If the level of information on future utility costs does not need to be based on HVAC modeling, QEA will deduct \$1,600.00 from our fee.

Additionally, reimbursable expenses such as printing and mileage have been estimated and included in the lump sum fee above. Depending on the City's contracting requirements, these fees can be separated into a not to exceed line item against which we will bill actual expenses.



OUR EXPERIENCE

The following project overviews show the range of our experience designing Libraries, Community Centers, and with adapting historic buildings to serve their communities in an active new roles. Upon request, we are happy to provide references for the included projects.



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LIBRARIES

We have worked on a diverse mix of library projects including new construction, renovation, and historically significant existing buildings. Quinn Evans Architects offers services in design, planning and interior integration. Our portfolio of library design work includes:

Cromaine District Library
George Peabody Library
Hall-Fowler Memorial Library
Howell Carnegie Library
Jackson District Library Carnegie Branch
Ladies' Library Association
Martha W. Griffiths Rare Book Room
McGregor Library
Albion College Library
Ann Arbor Public Library, Main Library and West Branch
Berkley Public Library
Bloomfield Township Library
Brighton District Library
Charlevoix Public Library
Chelsea Public Library
City of Richmond, Virginia, Main Library & 8 Branches
Coloma Public Library
Dearborn Heights, JFK & Caroline Kennedy Library
DeWitt Public Library
East Lansing Public Library
Frankfort City Library
Fremont Public Library
Genesee District Library
Genesee Valley Library
Grace A Dow Memorial Library
Grand Rapids Public Library, Six Branch Libraries
Grosse Pointe Woods Library
Hastings Public Library-Gold LEED
Highland Township Public Library
Howell Carnegie Library
Iosco Arenac Library System
Leland Township Library
Lowell Public Library
Madison Heights Public Library
Manistee Library
Monroe Community College
Monroe County Library System
Mott College Library
Northville Public Library
Portland District Library
Rochester Hills Public Library
Saline District Library
Spring Arbor University, White Library
St. Clair County Library System
St. Clair Shores Public Library
Traverse Area District Library
University of Michigan, Ann Arbor & Dearborn



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ADAPTIVE USE

QEA is a leader in restoring landmark buildings, adapting buildings for new uses and designing new buildings that strengthen the existing urban fabric. We embrace the opportunity to preserve, to renew and create new—recognizing that together they create the continuum of history. Listed below is a sampling of our adaptive use projects.



Argus Office Building, *Ann Arbor, Michigan*

Accident Fund Holdings, Inc. New National Headquarters,
Lansing, Michigan

Armory Arts Village, *Jackson, Michigan*

Crooked Tree Arts Center, *Petoskey, Michigan*

Cross Street Village, *Ypsilanti, Michigan*

Ferry Street Inn, *Detroit, Michigan*

Ford Northville Plant, *Northville, Michigan*

Fort Shelby Hotel, *Detroit, Michigan*

Garfield Lofts, *Detroit, Michigan*

Graphic Arts Building Lofts, *Detroit, Michigan*

Hecker-Smiley Law Offices, *Detroit, Michigan*

Hitsville U.S.A., *Detroit, Michigan*

Lithuanian Hall, *Detroit, Michigan*

Miller/Main Building, *Ann Arbor, Michigan*

Monroe School, Brown v. Board of Education, *Topeka, Kansas*

Murry Aviation, Willow Run Airport, *Ypsilanti, Michigan*

Museum on Main Street, *Ann Arbor, Michigan*

Ocean Conservancy, *Washington, DC*

Odd Fellows Hall, *Detroit, Michigan*

Pere Marquette Depot, *Bay City, Michigan*

Piquette Plant, *Detroit, Michigan*

PR Harris Educational Center, *Washington, DC*

Quinn Evans Office, *Ann Arbor, Michigan*

Reberts Building, *Detroit, Michigan*

Stuberstone Lofts, *Detroit, Michigan*

Ulysses S. Grant Interpretive & Visitor Center,
St. Louis, Missouri

Wuerth Building, *Ann Arbor, Michigan*

Wright-Dunbar Interpretive Center, *Dayton, Ohio*



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ELLIS LIBRARY & REFERENCE CENTER

MONROE, MICHIGAN



PROJECT SUMMARY

This once dark and inefficient Library Service Center was transformed into a warm, engaging, family oriented environment. Using a modern approach to library services, the library's entire collection was reorganized, crafting an intuitive space plan for patrons that also allows for more efficient use of staff time. The breathtaking addition makes full use of the site's natural light and connection to the River Raisin. Two-story glazing and the integration of translucent walls brings light from the river through the building, while the outdoor terrace gives patrons additional riverfront space. Technology upgrades quadrupled the number of public access computers and added several self-checkout stations. Multi-function spaces and light, modular furniture make the library highly flexible and adaptable for the future. Specialized program and staff work areas and a new "read to me" corner create a vibrant children's area.

PROJECT DETAILS

RENOVATION OF TWO-STORY
EXISTING BUILDING

30,000 SF BUILDING

MUMBY/RIEMENSCHNEIDER WORK WITH
A PRIOR FIRM

CLIENT

MONROE COUNTY LIBRARY SYSTEM

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

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HOWELL CARNEGIE LIBRARY

HOWELL, MICHIGAN



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

QEA has collaborated for over twenty-three years with the Howell Library in the ongoing stewardship of its historic Carnegie Library, beginning with a comprehensive interior and exterior restoration of materials and decorative details of the original library structure in 1991. With growing demand for new library services and the advent of changing technology, QEA conducted a feasibility study for the library's proposed expansion in 2006.

QEA's 2013 renewal study recommended a new efficient mechanical system with automated controls, exterior envelope upgrades, and selected roofing replacement to greatly decrease utility and maintenance costs for the library. A new interior plan updates the library for the future with new shelving layouts, technology-rich study rooms, computer lab and power to all seats, along with interior finish refurbishment.

The recommendations in the renewal study were funded and QEA is preparing the construction documents in order to complete this work in 2015.

PROJECT DETAILS

7,000-SF RENOVATION (1991), IN ASSOCIATION WITH OSLER MILLING

FEASIBILITY STUDY/CONCEPT DESIGN FOR RENOVATION AND 18,000-SF EXPANSION (2006), IN ASSOCIATION WITH COOPER DESIGN (NOT FUNDED)

RENEWAL STUDY FOR INTERIOR, EXTERIOR AND MECHANICAL UPGRADES (2013)

EXTERIOR AND INTERIOR RENEWAL CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION FOR \$3 MILLION DOLLARS IN BUILDING UPDATES. (2013-2015)

LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, 1987

INITIAL DESIGN BY ELIJAH E. MEYERS

BUILT 1903-06

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

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MCKUNE MEMORIAL LIBRARY

CHELSEA, MICHIGAN



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

This award winning community library lies in the heart of Chelsea's Main Street. Originally located in a historic house donated to the city in the 1950s, the library expanded into an adjacent addition to provide more collection space and improved parking. The historic McKune House now serves as a light-filled two-story space for programming and special events, as well as maintaining the library's familiar façade on Main Street.

The addition complements the original building and offers a convenient main entry close to parking. Inside, library patrons are welcomed into the first floor space by an open lobby with an intricately designed granite floor and a vibrant youth area. Upstairs, the periodical reading room is made inviting with a two-story fireplace and leather lounge seating. Adult collections, a teen area, and quiet study rooms are also accommodated on the second floor. Throughout the building, the use of blues and rich terra cotta colors blends with the historic character of the exterior while ribbed paneling brings a sense of detail to the space.

PROJECT DETAILS

**25,5000 S.F. NEW CONSTRUCTION &
1,200 S.F. RENOVATION**

**ADAPTIVE USE OF HISTORIC 1870
ITALIANATE HOUSE**

2-STORY LIBRARY

**MUMBY/RIEMENSCHNEIDER WORK WITH
A PRIOR FIRM**

COMPLETED: 2008

COST: \$8 MILLION

CLIENT

**CHELSEA DISTRICT LIBRARY
METTA LANSDALE (CURRENTLY DIRECTOR
OF TRAVERSE CITY LIBRARY)
LANSDALE@TADL.ORG / 231.932.8549**



ACCOLADES

**Best Small Library in America 2008,
Library Journal publication**

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CHARLEVOIX PUBLIC LIBRARY

CHARLEVOIX, MICHIGAN



PROJECT SUMMARY

In the heart of downtown Charlevoix, QEA's Alyce Riemenschneider created a community library in a historic 1927 former school building to cater to the city's permanent residents and thriving summer population. Her careful space planning took advantage of the two-story, challenging space, providing unique, beautifully-detailed areas for adult and youth collections, community and local history rooms, an art gallery, a thriving Friend's book sale area, and other amenities. Arts and Crafts styling and the incorporation of details from the former school, such as the gymnasium's exposed truss ceiling, tiled drinking fountains, and the children's room fireplace, reflect the charm of the historic building. Water-like, mosaic tile focal walls and Native American motifs in the tile and carpet patterns pay homage to Charlevoix's rich history.

The children's area is packed with playful features and unique details to engage children from pre-school and up with two-story trees they can climb into, a fantasy play area, and a puppet staging 'boat,' complete with a real Chris-Craft boat dashboard and tensile fabric sails. The activity room's creative design has durable materials that integrate vibrant colors in the resilient flooring and in the 'periscope-like' ceiling relief. As a result of Alyce's popular flooring design, librarians take young, new library card holders on their first walk on the magical spiral path as they check out their first book.

PROJECT DETAILS

ADAPTIVE REUSE OF 1927 HIGH SCHOOL BUILDING
24,500 S.F. RENOVATION & NEW CONSTRUCTION
HONORS HISTORIC ASPECTS OF COMMUNITY
IN ASSOCIATION WITH ENGBERG ANDERSON DESIGN PARTNERSHIP, INC.

CLIENT
CITY OF CHARLEVOIX

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DETROIT, MI
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OLIVER ART CENTER

FRANKFORT, MICHIGAN



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

QEA's concept master plan transformed this 1934 former Coast Guard Station on Lake Michigan into a community art center with gallery and classroom space. The interior boat storage area has been divided into a dramatic space with upper and lower galleries crossed by a bridge that connects the two wings. Salvaged stainless steel cabinets from the Coast Guard era are featured in a large open teaching kitchen in one wing. Upstairs are classrooms with wonderful views of the lake and abundant natural light brought down from the attic dormers.

Many of the sustainable innovations of this project are hidden away in the walls (insulation), the attic (energy recovery unit), and in the ground (geothermal wells) but will help the center reap the benefits of lower operating costs.

PROJECT DETAILS

ADAPTIVE USE OF FORMER U.S.
COAST GUARD STATION

10,00 SF RENOVATION AND
2,700 SF ADDITION

BUILT IN 1934

LEED PLATINUM CERTIFIED

CLIENT

CRYSTAL LAKE ART CENTER

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PERE MARQUETTE DEPOT

BAY CITY, MICHIGAN



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ARCHITECTS



PROJECT SUMMARY

The Prairie style Pere Marquette Depot sat vacant for nearly 40 years before Quinn Evans Architects resurrected this local landmark. As well as adapting the former station for its new function, the project also restored the iconic features of the historic building, including the windows, tall watch tower, perimeter canopies, the porte-cochere, and the original two-story waiting room. The Pere Marquette Depot is once again the heart of the Bay City community, providing public space for community events and offices for the tenants.

ACCOLADES

2009 Governor's Award for Historic Preservation, State of Michigan
2009 Honor Award, Masonry Institute of Michigan
2009 Tax Credit Award, Michigan Historic Preservation Network
2008 Community Redevelopment Award, Michigan State Housing Development Authority

PROJECT DETAILS

RESTORATION/RENOVATION FOR ADAPTIVE USE

11,800-SF BUILDING

LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, 1982

BUILT IN 1904

DOCUMENTATION INCLUDED: CONCEPT MASTER PLAN, FEDERAL AND STATE TAX CREDITS, LOCAL HISTORIC DISTRICT, AND SECTION 106.

CLIENT

BAY AREA COMMUNITY FOUNDATION

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MADISON, WI

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ODD FELLOWS HALL

DETROIT, MICHIGAN



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PROJECT SUMMARY

QEA worked with the SDBA on the plan for, and implementation of, the building's renovation to serve as an arts-oriented center for the multi-cultural area. The project included substantial reconstruction of portions of the building, restoration of the historic meeting hall, restoration of the facades, and the installation of a geothermal heating system.

PROJECT DETAILS

**RENOVATION OF 14,000 SF
CONTRIBUTING STRUCTURE IN
THE WEST VERNOR HIGHWAY
NATIONAL REGISTER DISTRICT
BUILT IN 1917**

CLIENT

**SOUTHWEST DETROIT BUSINESS
ASSOCIATION (SDBA)**

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WATERMAN'S COMMUNITY CENTER

ISLAND OF NORTH HAVEN, MAINE



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PROJECT SUMMARY

QEA developed a study then subsequent design for a new \$1.7 million community cultural center for the North Haven Arts and Enrichment Program. The community arts complex was designed to resemble the original Waterman's general store and stable on the site, preserving the character of the island's early vernacular architecture. An adjoining warehouse structure was retained and rehabilitated for storage space.

The 7,000-sf arts facility includes a 126-seat auditorium, a multi-purpose gallery and community gathering space, and an adjacent support building for prop and costume fabrication.

PROJECT DETAILS

CONTEXTUAL NEW DESIGN OF
CULTURAL ARTS CENTER

INNOVATIVE PLANNING FOR
CONSTRUCTION ON REMOTE ISLAND

IN ASSOCIATION WITH SACHS
MORGAN STUDIOS

CLIENT

NORTH HAVEN COMMUNITY ARTS CENTER

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MADISON, WI

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OUR TEAM

The following resumes detail the expertise of the team from Quinn Evans Architects and our subconsultants who will complete your project.



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MADISON, WI

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ANN DILCHER, AIA, LEED AP

PRINCIPAL

Ms. Dilcher, a Principal in QEA's Ann Arbor office, focuses on historic preservation and community adaptive reuse projects such as libraries and art centers. In addition to assignments on a wide range of building design and community planning projects, Ms. Dilcher's knowledge of preservation technology is a valuable resource to her colleagues within the office, and she is a respected leader within the preservation community. Attention to detail and coordination of expertise provided by specialty consultants, requires the mature understanding of technically demanding projects which she brings to her work.



PRINCIPAL
With QEA since 1997

REGISTRATION
Virginia, 2001

PROFESSIONAL AFFILIATIONS
Kempf I-house Museum Board President
American Institute of Architects
Association for Preservation Technology -
International
APT Eastern Great Lakes Chapter
National Trust for Historic Preservation
Michigan I-historic Preservation Network

PRESENTATIONS & LECTURES
Association for Preservation Technology
Conference, 2009, 2010, 2012
Michigan Historic Preservation Network
Conference, 2010, 2012
Kempf I-house Lecture Series

HONORS
The Charles Estes Award
AIA Scholarship for Professional
Degree Candidates
Fay H. Spencer Memorial Scholarship
Italy Study Abroad Program Assistantship
Hugh M. Cunningham Grant
Tau Sigma Delta I-Ionor Society for
Architecture and the Allied Arts
Georgetown Women's Crew Distinguished
Service Award

EDUCATION
Texas A&M University
Masters of Architecture, 1996
Certificate in I-historic Preservation
Georgetown University
Bachelors of Arts in Art History &
Economics, 1991, Magna Cum Laude



QUINN EVANS
ARCHITECTS

SELECTED RELEVANT EXPERIENCE

HOWELL CARNEGIE DISTRICT LIBRARY, HOWELL, MICHIGAN
Project Manager for a Library Renewal Study that was successfully leveraged into a public vote for funding which the library will use to update and upgrade the building to serve the community for the next twenty years. Currently, Ann is managing the design and construction of this work that includes exterior building envelope upgrades, new mechanical system, interior space planning changes, and updating interior finishes.

BALDWIN PUBLIC LIBRARY, BIRMINGHAM, MICHIGAN
Project Manager for an Expansion Feasibility Study for an existing 1927 library building. Worked with the Library Building Board to turn their space needs program for an additional 17,000 sf into a building design with images and a detailed cost estimate that can be used to win voter support for the project.

MANISTEE DISTRICT PUBLIC LIBRARY, MANISTEE, MICHIGAN
Project Manager for a Library Space Planning Study and a Mechanical System Replacement Project. Design for the replacement of 40 year old mechanical system created the opportunity to develop a plan for changes within the interior to improve library operations.

GATEWAY SENIOR HOUSING, FREMONT, MICHIGAN
Project Manager for the rehabilitation of the 1926 brick high school into 38 apartments for low income seniors. A National Register nomination was prepared as well as Federal Preservation tax credit documentation to fund part of this \$7.6 million project. A geothermal system will provide sustainable heating and cooling for the building and contribute to the sustainability criteria used for the design.

OLIVER ART CENTER, FRANKFORT, MICHIGAN
Project Architect for the LEED Platinum rehabilitation of a US Coastguard Station for use as a visual and performing arts center. Prepared master plan and concept designs for use in fundraising and historic review approval. Adapted building to meet programmatic needs for gallery, classroom, and office space and restored the historic white shingle exterior.

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

JAMES R. MUMBY, AIA, LEED AP BD+C

LIBRARY PLANNING AND DESIGN PRINCIPAL

Mr. Mumby has spent the past 25 years of his career dedicated to the planning and design of public libraries. He has concentrated efforts investigating new ways to improve library planning and design concepts and to establish libraries as the true center of the community. He has shared his expertise through lectures everywhere from Michigan to China, and has been involved in more than 35 new or renovated library projects.

SELECTED RELEVANT EXPERIENCE

MARDIGIAN LIBRARY, UNIVERSITY OF MICHIGAN, DEARBORN, MICHIGAN

Design Principal-in-Charge for the renovation of a four story masonry building which has 114,000 square feet of library space in need of building infrastructure replacement and a more user focused planning and design. QEA is re-imagining the library to become the educational and social hub of the campus and engaged member of community revitalization.

(work with previous firm)

ELLIS LIBRARY & REFERENCE CENTER, MONROE, MICHIGAN

Design Principal-in-Charge of the transformation of this Library Service Center. Renovation of the existing building and design of an open addition that brings light and views to the river make the building inviting for the public. Collection reorganization and technology upgrades were critical components of the project.

BLOOMFIELD TOWNSHIP PUBLIC LIBRARY EXPANSION, BLOOMFIELD HILLS, MICHIGAN

Principal-in-Charge for space needs assessment, feasibility study, and implementation. Completed project consisted of 64,000 sf of renovation and 40,000 sf new construction implemented through fourteen phases. Scope included complete reorganization and infrastructure replacement while maintaining full library service during construction.

CHELSEA MCKUNE LIBRARY, CHELSEA, MICHIGAN

Design Principal-in-Charge for the adaptive reuse of an 1885 structure and 27,000 sf of new construction on three floors. Conducted community input gathering that resulted in support for funding the project and relocating adjacent residential properties to accommodate expansion. The project was awarded 2008 Best Small Library by Library Journal.

GROSSE POINTE WOODS LIBRARY - GROSSE POINTE, MI

Principal-in-Charge and lead designer for 27,000 square feet of new construction distributed over three floors. The building functions as gateway to all the Grosse Pointe Communities. The design was influenced by the adjacent school, nearby residential area and commercial district.



PRINCIPAL

Joined QEA in 2012

REGISTRATION

Michigan, 1986

PROFESSIONAL AFFILIATIONS

American Institute of Architects

American Library Association

LLAMA Architecture for Public Libraries

Michigan Library Association

Indiana Library Federation

CERTIFICATION

LEED Accredited Professional - Building Design + Construction by USGBC

SELECTED PRESENTATIONS

"No Books Allowed: An Experimental Library Without Paper," Indiana Library Federation District 4, May 2012

"Revision, Reshape, Retune: Opportunity of Tough Times," Texas Library Association, April 2012

"The Johnson County Public Library Story," Indiana Library Conference, November 2011

"Thinking Inside the Box," Virginia Library Association Annual Conference, October 2011; American Library Association National Conference, June 2010

PUBLICATIONS

Quoted in "At LJ's Design Institute Atlanta, Challenges Seen as Opportunities," *Library Journal*, March 2010

Quoted in "The Evolving Library," *Building Design + Construction*, March 2010

EDUCATION

Lawrence Technological University, Bachelor of Science, Architecture, 1976 - magna cum laude



QUINN EVANS
ARCHITECTS

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DETROIT, MI
MADISON, WI

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ALYCE D. RIEMENSCHNEIDER, IIDA, LEED AP

PRINCIPAL + DIRECTOR OF INTERIORS

Alyce Riemenschneider, LEED AP, Principal, and Director of Interiors, has 31 years of experience in all aspects of interior design. Throughout designing over 8 million square-feet of public building spaces, she has developed a specialty in library planning and design. In the 75 libraries she has designed, there is a special focus on space planning and the development of inspirational and experiential environments. This experience provides unique solutions which are thoughtfully designed with consideration to long-term maintenance, cost effectiveness, and engaging interiors.



SELECTED RELEVANT EXPERIENCE

MUSKEGON AREA DISTRICT LIBRARY NORTON SHORES/STORYVILLE + NORTHSIDE

Planning and design for two libraries. Norton Shores incorporates "Storyville", an early childhood literacy learning environment.

NEW BUFFALO TOWNSHIP LIBRARY - NEW BUFFALO, MI

Interior Design of this newly constructed, Lake Michigan shoreline library.

MARDIGIAN LIBRARY - UNIVERSITY OF MICHIGAN DEARBORN

Planning and design as a basis for fund-raising for the complete renovation of this University Library. The integration of collaborative spaces and complete reorientation and "rethinking" library service and technology advancement is integral.

ELLIS LIBRARY & REFERENCE CENTER - MONROE, MI

Principal and Lead Designer for the renovation and expansion of the 30,000 sf library.

BALDWIN PUBLIC LIBRARY - BIRMINGHAM, MI

Library planning and design as a basis of fund-raising for a complete renovation and expansion.

BLOOMFIELD TOWNSHIP PUBLIC LIBRARY - BLOOMFIELD, MICHIGAN

Principal and Lead Designer in the provision of a five-phased complete interior renovation and new addition project, with a \$2.5 million dollar furnishings budget, and a \$22,875,000 total project cost.

CHARLEVOIX DISTRICT LIBRARY - CHARLEVOIX, MI

Principal and Lead Designer of this Lake-Michigan coastline library, developed in a renovated 1927 High School Building.

HASTINGS PUBLIC LIBRARY, HASTINGS, MICHIGAN

Principal and Lead Designer of the first Gold LEED Library in Michigan.

HOWELL CARNEGIE DISTRICT LIBRARY, HOWELL, MICHIGAN

Principal and Lead Designer for the interior design of the renovation of the historic Carnegie Library.

DIRECTOR OF INTERIORS

Joined QEA in 2012
Founder and owner of
Riemenschneider Design Associates
1985 - 2012

PROFESSIONAL AFFILIATIONS

American Library Association
Michigan Library Association
American Society of Interior Designers
International Interior Design Association

HONORS

AIA/ALA National Award
ASID First Place Award - Historic Preservation 1994
ASID First Place Award-Contract Design 1994
ASID First Place Award-Residential 1994
IIDA First Place Awards
Governmental Design 2003
Furniture Design 2003
Millwork Design 2003
Highland District Library 2003
Institutional Design 2003
Interior Architectural Details 2003
Creative Systems Furniture 2003
Creative Use of Existing Structure 2003
Schools & Universities Gold
First-Place Award for Interior Design National Award 2005
IIDA First Place Awards
Institutional Design 2005
Creative Furniture Design 2005
Best Small Library in America-Library Journal 2008

PRESENTATIONS AND LECTURES

Michigan Library Association 1985-2002
Michigan Design Center 2003
PBS-Interior Design Series 1995

TEACHING EXPERIENCE

University of Michigan 1992-93
Henry Ford Community College 1994

EDUCATION

University of Madrid, Madrid Spain 1965
University of Michigan
Bachelor of Fine Arts 1983, Magna Cum Laude

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM



Fitzpatrick Structural Engineering, P.C.

PO Box 1506 • Ann Arbor • MI • 48106

ph 734-769-0320

www.fseps.net

Cheryl L. Early, P.E.

Associate Engineer

Education:

Bachelor of Science in Civil Engineering with Structural and Transportation Options,
Michigan Technological University, 1996

Continuing Education Units Highlights:

Designing Masonry Using the 1995 MSJC Code (The 530 Masonry Code); Structural Condition Assessment of Existing Structures; Reinforced Concrete Design; Wood Solutions Fair; 2004 SEI Structures Congress; Structural Bracing for Lateral Loads and Stability; 2012 Structures Congress; Various Structural Engineering Seminars

Professional Engineer Registrations (Licenses):

Michigan (#62010 46795), Wisconsin (#35856-6), Idaho (#11257)

Experience:

Fitzpatrick Structural Engineering, P.C., 1996 to present

2003 to present: Structural Engineer, Project Manager, Office Manager

2000 to 2003: Structural Engineer, Project Manager

1996 to 2000: Engineer-in-Training

Various projects ranging in size from residential inspections to large project contract documents from schematic design through contract administration tasks

Experience with historic structures, existing building renovations, reinforcement of existing structures, and design of new buildings

Forensic engineering on residential, historic and commercial properties

Preparation of engineering reports including historic structure and condition assessment reports

Field investigations and surveys of existing buildings dating from the 1800s to new construction

Experience in design of wood framing, masonry, concrete, and steel structures

Use of basic engineering principals to creatively solve complex and unique situations

Professional Memberships:

American Society of Civil Engineers; Chi Epsilon; and National Trust for Historic Preservation; and Michigan Historic Preservation Network

Professional & Public Services:

Past Treasurer and Committee Chair for the Michigan Historic Preservation Network

Presenter at Michigan Historical Preservation Society Conference and The Old House Network Conference on Basement Wall Assessment and Repairs

Presenter at American Society of Home Inspectors meeting on Condition Assessment of Existing Single-Family Historic Homes

Presenter at Structural Engineers Association of Michigan meeting for Existing Structure Condition Assessments

Presenter at Michigan Historical Preservation Network Conference on Condition Assessment of Existing Structures

Presenter of Michigan A.I.A. seminar "Lateral Forces" on wind and earthquake forces to architectural interns preparing for their registration exam

Guest Lecturer, graduate class, "Infrastructure Problems and Solutions," Lawrence Technological University; Discusses methodology of field surveys, historic building analysis, and recommendations

Representative Projects:

Ft. Gratiot Lighthouse Museum, Port Huron, Michigan; Quinn Evans Architects

- Structural portion of Historic Structures Report on all six structures on this campus, including the light tower
- Full Construction Documents and Construction Administration services for the exterior restoration of the light tower

Detroit Institute of Arts Film Theater Exterior Grand Staircase, Detroit, Michigan; Silveri Architects

- Field survey, full construction documentation, and construction administration on the full renovation of the prominent grand stair and arcade structure below

Newberry Hall, Detroit, Michigan; Quinn Evans Architects

- Field survey, full construction documentation, and construction administration on the full renovation of the first nursing school of Wayne State University

Tallgrass National Prairie Preserve, Strong City, Kansas; Quinn Evans Architects

- Structural portion of Conditions Assessment Report on over 25 structures in this National Park site
- Structural portion of Historic Structures Report on the Main House
- Construction Documents on renovating an agricultural storage shed into a restroom facility and storm shelter for park visitors that maintained historic character of the structure

National Forest Service Fire Towers; Northern Wisconsin; Commonwealth Cultural Resources Group

- Field Survey and Conditions Assessment Report of the steel framed fire inspection towers

Point Betsie Light Station, Frankfurt, Michigan; Quinn Evans Architects

- Structural portion of Conditions Assessment Report on four structures on this campus
- Construction Documents for the Exterior Rehabilitation of the light tower, keeper's quarters, and fog signal buildings

South Channel Lighthouse and Beacon, Harson's Island, Michigan; Quinn Evans Architects

- Field Survey, Report and Schematic Level Consulting on restoration of the masonry structures

Traverse City Opera House, Traverse City, Michigan; Quinn Evans Architects

- Field Survey, Conditions Assessment Report, Construction Documentation, and Construction Administration for full restoration of the Opera House block of buildings

S. Manitou Island Light Tower, Keeper's Quarters and Fog Signal Building; Sleeping Bear Dunes National Lakeshore, Quinn Evans Architects

- Structural Design and Construction Documentation of new foundation system for settling structures

Warehouse No. 1, Snow Plow, Union Building, Quincy Pay Office, and Park Headquarters, Keweenaw National Historical Park; Calumet, Michigan; Quinn Evans Architects

- Structural Consulting for full renovation / preservation of the Calumet & Hecla Headquarters building for the National Park Service Headquarters
- Conditions Assessment Report and Construction Documentation on sandstone, two story Quincy Mine Pay Office building
- Full structural design, construction documentation, and construction administration services of renovation of the Union Building
- Conditions Assessment Report on Snow Plow train car future exhibit, Construction Design and Documentation for accessible ramp and stair structure up to the floor of the plow
- Structural portion of a full Historic Structures Report of the Warehouse No.1

Brian M. Runde, PE, LEED AP

Vice President

Your Partner in Engineering the Right Building Environment



Brian Runde has over 35 years of practical, design, and engineering management experience on complex institutional, industrial, and science/research building projects. His designs have focused on applying proven energy conservation strategies to reduce the building operation and maintenance costs for building owners, while providing safe and controllable systems for the comfort of occupants. These systems include dedicated outdoor air systems, chilled beams, induction units, displacement ventilation, heat pumps, and high efficiency central plants.

Brian has won numerous ASHRAE technology awards for outstanding achievement in the application of heating, refrigeration and air conditioning technologies.



Lead Mechanical Engineer
BS in Mechanical Engineering, Thermal System Design Concentration, Lawrence Technological University
Professional Engineer - MI (PE)
USGBC LEED Accredited Professional (LEED AP)
American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

Relevant Project Experience

- **University of Michigan-Dearborn, Dearborn, MI**
Mardigian Library Renovation
- **University of Michigan, Ann Arbor, MI**
Shapiro Library Master Planning
Taubman Library 2nd and 4th Floors Renovation
Taubman Library Facilities Study
William W. Cook Law Quad Legal Research Library Lighting Improvements
Martha Cook Residence Hall Building Renovation
Victor C. Vaughan House HVAC Study
- **National Shrine of the Little Flower Catholic Church, Royal Oak, MI**
Boiler Optons Study
Boiler Replacement
Air Handling Unit Study
- **The Henry Ford, Dearborn, MI**
Glass Shop Renovations
Heating Construction Documents
Kitchen Plumbing
Great Hall Museum Environment Improvement Project
- **Jackson Community College, Jackson, MI**
Walker Library Lighting Upgrades
- **Congregational Church of Birmingham, Birmingham, MI**
Strategic Mechanical System Assessment



Jose A. Meijer, LEED AP

Principal

Your Partner in Engineering the Right Building Environment



Lead Electrical Engineer
Bachelor of Science in Electrical Engineering,
University of Detroit-Mercy
USGBC LEED Accredited Professional (LEED AP)
Illuminating Engineering Society of North America (IESNA)

Jose is a Principal with Peter Basso Associates, who brings 27 years of diverse electrical engineering experience to a project. Jose's expertise includes extensive work in the areas of healthcare, corporate, college/university, manufacturing and automotive facility design. He has designed primary and secondary power distribution systems for high-, medium- and low-voltage systems; lighting design, fire alarm systems; security systems; telecommunication systems; emergency power systems; and hazardous area design.

Jose has also developed short circuit analysis and coordination studies for institutional, commercial and industrial facilities.

Jose co-presented to the joint M-APPA/MiAPPA Conference in Summer 2013 on the topic of Re-imaging Campus Power Systems.

Relevant Project Experience

- **University of Michigan-Dearborn, Dearborn, MI**
Mardigian Library Renovation
- **University of Michigan, Ann Arbor, MI**
Shapiro Library Master Planning
Taubman Library Facilities Study
William W. Cook Law Quad Legal Research Library Lighting Improvements
Martha Cook Residence Hall Building Renovation
Victor C. Vaughan House HVAC Study
- **City of Southgate, Southgate, MI**
New Southgate Community Center
Concession Area Revisions
- **City of Ferndale, Ferndale, MI**
Kulick Senior Center Addition & Renovation
- **The Henry Ford, Dearborn, MI**
Glass Shop Renovations
- **Jackson Community College, Jackson, MI**
Walker Library Lighting Upgrades
- **Kalamazoo College, Kalamazoo, MI**
Upjohn Library Commons Renovation & Addition
- **Miami University, Oxford, OH**
McGuffy Hall Reader Museum
- **National Shrine of the Little Flower Catholic Church, Royal Oak, MI**
Boiler Replacement
Air Handling Unit Study



Representative Library Projects

Your Partner in Engineering the Right Building Environment

Public Libraries

- **City of Birmingham, Birmingham, MI**
Baldwin Library Lower Level Renovations
Baldwin Library Schematic Design
- **City of Detroit, Detroit, MI**
Detroit Public Library - Technical Assistance Audit
Detroit Public Library - HVAC System Evaluation
Detroit Public Library - HVAC and Electrical Systems Study
Children's Library Renovation
- **City of Royal Oak, Royal Oak, MI**
Royal Oak Public Library Renovation
- **City of Warren, Warren, MI**
New Library, City Hall, and Parking Lot
- **City of Howell, Howell, MI**
Howell Public Library Lighting Audit
- **City of Monroe, Monroe, MI**
Monroe Public Library Site Lighting Study and Design
Monroe Public Library Electrical System Assessment
- **Tuscarora Township, Tuscarora Township, MI**
Tuscarora Township Library Renovation
- **City of Livonia, Livonia, MI**
Civic Center Library Lighting
- **City of Ferndale, Ferndale, MI**
Library Electrical Renovations
- **Meridian Township, Haslett, MI**
Haslett Branch Library
- **City of Spring Lake, Spring Lake, MI**
Library Lighting Upgrades



RESUME

ASTI ENVIRONMENTAL



ROBERT C. ANDERSON, P.G.
Director – Site Redevelopment Services

PROFILE

Certifications/Licenses

Environmental Professional (AAI)
OSHA 29 CFR 1910.120 HAZWOPER
OSHA 29 CFR 1910.120 HAZWOPER – Recertification (2013)
Certified State of Michigan Lead Inspector and Lead Risk Assessor (P-05969)
Asbestos Building Inspector Certificate (Certification No. 1063)
Certified UST Professional – Michigan (Certification No. 584)
Certified Industrial Storm Water Operator (Certification No. 09370)
Certified Construction Site Storm Water Operator (Certification No. 10574)
Licensed Geologist – Indiana (License No. IN2156)
Risk-Based Corrective Action Applied to Petroleum Sites, ASTM
Certified Radon Measurement Specialist (Certification No. NRSB13SS043)

Education

Old Dominion University (Graduate Studies - Geophysics) 1984 - 1986
Lake Superior State College, B.S., Geology, 1983

Experience History

Director - Site Redevelopment Services, ASTI ENVIRONMENTAL
Vice-President – Environmental Services, Yeoman Group
Team Leader – Atwell-Hicks, LLC
Director – Environmental Services, CTI and Associates

Professional Memberships and Service

Michigan Association of Environmental Professionals

Professional Background

Mr. Anderson has more than 25 years experience in the environmental industry including environmental due diligence, due care evaluation and planning, soil/groundwater investigation and remediation programs for the financial and legal clients. Mr. Anderson has also coordinated numerous hazardous material and pre-demolition surveys which included evaluations of lead-based paint, asbestos, mold and radon for commercial and residential developments. In addition, Mr. Anderson has developed and coordinated various MSHDA and HUD environmental submittals for multi-family residential developments including Phase I and II Environmental Site Assessments, Baseline Environmental Assessments and Due Care Plans, asbestos, lead-based paint and mold surveys and management programs.

Years Experience:

2 --- ASTI Environmental

25 --- other firms

ENVIRONMENTAL DUE DILIGENCE AND SITE INVESTIGATION PROJECTS

Environmental Site Assessments

Investigator and project manager for numerous projects (vacant land, agricultural, residential, commercial, and industrial) to determine the environmental condition of sites for real estate transactions. Projects involved both surface and subsurface evaluations of the sites for hazardous substances and petroleum products. Responsibilities include the preparation and/or review of ASTM Phase I and Transaction Screen ESAs, Baseline Environmental Assessments (BEAs), and Due Care Plans. Mr. Anderson is also knowledgeable with All Appropriate Inquiries (AAI) per 40 CFR Part 312 and meets the requirements of an Environmental Professional per AAI.

Site Assessment of 26 Automobile Dealerships in Michigan and Florida

Project manager for environmental due diligence on transaction involving 26 automobile dealerships including completion of Phase I ESA, Phase II testing, as well as hazardous material survey. Audit included evaluation of facility compliance and cleaning and inspection of drainage structures. Project completed in 6 weeks and allowed client to close prior to end of year as required by the bank.

Vapor Intrusion Evaluation, Flint, Michigan

Conducted multiple vapor intrusion studies at commercial properties to assess potential vapor migration. Scope of work included coordination of vapor intrusion points, vapor sample collection and coordination of chemical testing. Following receipt of the chemical test results, potential vapor intrusion issues were addressed.

ASBESTOS, LEAD-BASED PAINT AND HAZARDOUS MATERIALS SURVEYS

Responsible for quality control and coordination of field activities for hazardous material survey, asbestos, lead-based paint and mold related testing. Acted as resource to staff regarding implementation of company's asbestos, lead-based paint, mold assessment program. In addition to the above, coordinated clearance sampling following lead dust hazard, following completion of lead, asbestos and mold remediation projects.

Former Redford High School, Redford, Michigan

Project coordinator for asbestos abatement, hazardous material removal, hydraulic hoist and UST removal activities. Worked with on-site industrial hygienist to document asbestos abatement and demolition activities. Provided air

monitoring assistance during building demolition activities.

Former LTV Steel Facility, Ferndale, Michigan

Project coordinator for environmental due diligence for property acquisition including completion of Phase I, Phase II, asbestos and hazardous material survey. Assisted certified building asbestos inspector with asbestos survey and quantification, as well as hazardous material survey.

Former Brighton Athletic Center, Brighton, Michigan

Project coordinator for asbestos, hazardous material and lead inspection. Assisted certified building asbestos inspector with asbestos survey and quantification, as well as hazardous material survey. Coordinated with industrial hygienist during abatement and clearance sampling.

PETROLEUM REMEDIATION PROJECTS

Private Oil Company Divestiture

Project manager for major oil company divestiture for 42 petroleum service stations located in southeastern Michigan. Work included completion of Phase I and II site evaluations including review of tank monitoring data, review of historical corrective actions conducted on-site, and completion of soil and groundwater testing. Following completion of field studies cost-to-close evaluations were conducted at each location where release was identified. Work was completed with no delays or injuries

Hoist Decommissioning Program – Automobile Dealership, Southeastern Michigan

Project manager for environmental due diligence and hoist decommissioning at a large automobile dealership. Work included completion of a Phase I ESA and Phase II testing, followed by the removal of 26 in-ground hydraulic hoists, one oil/water separator and approximately 1,200 cubic yards of petroleum impacted soil. Following soil removal soil verification samples were collected for chemical testing and the site was restored.

CONTACT INFORMATION

Mr. Anderson can be reached at ASTI Environmental (ASTI), 10448 Citation Drive, Suite 100, Brighton, MI 48116, or by calling 810.225.2800 (Toll-Free 800.395.ASTI). His email address is randerson@asti-env.com. More information about ASTI is available on the web at www.asti-env.com.

CONSTRUCTION PROJECT ADVISOR, LLC

Providing professional assistance for commercial & institutional construction projects

City of Monroe, Michigan Historic Masonic Building Renovation

Resume for Larry Hill, LEED AP, BD+C AND Construction Project Advisor, LLC.

With a rich history in providing pre-construction assistance to Owners and Architects, Larry Hill has 36 years of experience serving as a Chief Estimator, Director of Conceptual Estimating & Value Engineering and in design-build estimating for Construction Managers in southeast Michigan. As founder of Construction Project Advisor, LLC in 2013 he continues his assistance directly to project Owners and designers to get the best project for the Owner, the budget and the community. Larry is also a past president of the Washtenaw Contractors Association, author of "Before you Build" (22 steps an Owner must navigate before construction begins), an active member of the Downtown Kiwanis Club of Ann Arbor and a long-term member of the Construction Specifications Institute, Detroit Chapter.

Relevant Project Experience

Michigan Theater (Ann Arbor, MI) Cash Reserve Study, an on-going study for the theater's Board of Directors to thoroughly evaluate the 1928 building's physical conditions and likely repair expenses for the next fifteen years. Report with schedule of probable expenses due in Jan, 2015.

State Theatre (Ann Arbor, MI) building assessment and conceptual renovation costs of a 1942 "movie palace," completed in August, 2014 with Quinn Evans Architects. Full building analysis and alteration study prior to lease purchase by new Owners.

Saginaw City Hall Restoration (Saginaw, MI), a pre-bond cost estimate of restoration costs for an early 1900's civic building.

Historic Midland Courthouse Renovation (Midland, MI), conceptual cost estimating for a phased, remodeling and building additions to an 1920's architecturally significant building. Upgrades include handicap-access and fire separations within the historic facility.

Traver Branch Library (Ann Arbor, MI), all preconstruction cost estimating in 2008 for a new, sustainable library facility incorporating timber from the site and low-impact construction methods.

Chelsea District Library (Chelsea, MI), all preconstruction cost estimating to renovate and incorporate the 1880's McKune House as a 2-story reading room for a new district library built immediately behind the house.

Haggerty Insurance Building 6/7 (Traverse City, MI), all preconstruction cost estimating to construct a new four-story corporate building in a congested urban location. Building design incorporates two levels of public conference and display spaces as well as private office spaces.

SAMPLE AGREEMENT

As requested a sample professional services agreement follows. This agreement contains our standard Terms and Conditions edited for the study scale of this current project. If selected once scope and fee are finalized with the City, we would complete the informational sections of the first page to reflect the agreed upon terms.



QUINN EVANS
ARCHITECTS

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

Design Professional Firm ("Architect"): Quinn Evans Architects
219½ North Main Street
Ann Arbor, MI 48104

Client: ("Client") City Of Monroe

Project #: _____ **Date:** _____

Project Name/Location ("Project"):

Feasibility and Cost Analysis for Library and Community Center Building Renovation
Former Masonic Temple Building
8 N. Monroe Street, Monroe, MI

Scope/Intent and Extent of Services-

The Project, Scope of Work and Request for Professional Services is stated in the Request for Proposals Feasibility and Cost Analysis for Library and Community Center Building Renovation issued in December, 2014, and is attached to and part of this Contract. The Proposal Quinn Evans Architects dated January 2, 2015 which is also attached as part of this Contract, describes the Proposed Timeline and Deliverables , and Professional Services Fee Proposal for work requested.

Scope of Work

Will be completed to reflect negotiated scope.

Time Line

Will be completed to reflect negotiated schedule.

Deliverables.

Will be completed to reflect negotiated deliverables.

Fee Arrangement:

The Architect will provide services identified above for a Lump Sum Fee of XXXXX AND 00/100 DOLLARS (\$XXX.00) Professional Services will be billed monthly based on demonstrated progress.

This Agreement constitutes the entire Contract between Architect and Client, and may be altered only in writing. Signers affirm that they are authorized to sign on behalf of the entities they represent.

Prepared by:

Ann K. Dilcher, AIA, Principal
(print name/title)

The Terms and Conditions and the initials required on the following pages are a part of this Agreement.

Offered by:

(signature and date)

Accepted by:

(signature) (date)

Ann K. Dilcher
(name of Architect)

(name of Client)



QUINN EVANS
ARCHITECTS

219½ N MAIN STREET
ANN ARBOR, MI 48104
734 663 5888

TERMS and CONDITIONS

The Architect in these Terms and Conditions refers to Quinn Evans Architects.

The Architect shall perform the services outlined in this Agreement for the stated fee arrangement.



1. *Access to Site.* Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take reasonable precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.
2. *Hidden Conditions.* The Architect shall not be responsible for verifying the condition of an existing structure, equipment, or appliance as part of Basic Services unless such verification can be made by simple visual observation. Any further investigation, if authorized or requested by the Owner, shall be provided as an Additional Service. Analysis and recommendations will be based on observable conditions and on the information provided on the 1931 construction drawings. Destructive testing to verify conditions will not be conducted.
3. *Dispute Resolution:*
 - a. *Mediation.* In an effort to resolve any conflicts that arise during the the project or following the completion of the project, the Client and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
4. *Payments:*
 - a. *Billings/Payments.* Invoices for the Architect's services shall be submitted, at the Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Architect may, without waiving any claim of right against Client, and without liability whatsoever to the Client suspend or terminate the performance of the service. Retainers shall be credited on the final invoice.
 - b. *Late Payments.* Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate, whichever is higher) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees.
5. *Certification, Guarantees and Warranties.* The Architect shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Architect cannot ascertain.
6. *Liability:*
 - a. *Limitation of Liability.* In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the Architect's Professional Services Fee. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
 - b. *Claims for Consequential Damage.* The Architect and Owner waive consequential damage for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Term 7.



- c. *Indemnification.* The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.
7. *Termination of Services.* This Agreement may be terminated by the Client or the Architect by giving the other party 30 (thirty) days notice. In the event of termination, the Client shall pay the Architect for all services, reimbursable expenses, and reimbursable termination expenses rendered to the date of termination.
8. *Standard of Care.* In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstance.
9. *Instrument of Service.* The report prepared by the Architect for this project is an instrument of the Architect's service for use solely with respect to this project and the Architect shall be deemed the author of the report. The report will belong to the Owner and the Owner can, if elected; copyright the report so long as the Architect is credited as the author. The Architect retains the right to refer to the project and discuss in general the Architect's involvement in the project with potential clients. The Architect shall also be able to refer to the project and describe the Architect's involvement in the project in news releases, office brochures and other marketing material used to describe the type of services the Architect can provide to potential clients.
10. *Hazardous Materials (This Study Project includes only investigation and testing of potential Hazardous Materials. Documents for remediation and any remediation work is not part of the project or this agreement.)*
 - a. *Definition of Hazardous Materials.* As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
 - b. *Hazardous Materials Indemnity.* The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and subconsultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Architect.
 - c. *Waiver of claims for Hazardous Materials.* In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the presence or suspected presence of hazardous materials (as defined in this Agreement) at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Architect, its officers, directors, partners, employees and subconsultants (collectively, Architect), which may arise out of or may in any way be connected to the presence of such hazardous materials. The Owner acknowledges that the Architect is not and

shall not be required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the Project site (as these terms are defined in applicable federal or state statutes and all related regulations).

11. Other Terms:

- a. This Agreement shall be governed by the law of the State Michigan.
- b. This Agreement shall not be assigned by either party without prior written consent of the other.
- c. These terms and conditions shall survive the termination or completion of the Contract.
- d. Client agrees to give Architect recognition as the Architect and/or Designer of the Project on any construction signs and in any published materials. The client further agrees to permit Architect to photograph the Project upon completion and to use Project photographs in the marketing of its services to other clients.

- 12. Discrimination in employment is prohibited under Title VII of the Civil Rights Act of 1974. Recognizing its legal as well as social obligations to afford equal opportunities, Architect employs an affirmative action program in furtherance of the company's policy. It is the policy of Architect to afford equal opportunity for employment to individuals without regard to race, religion, color, national origin and ancestry, disability, medical condition, veteran status, marital status, sexual orientation, gender or age.**

End of Terms and Conditions



2121 WARD PLACE, NW, 4TH FLOOR
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ARCHITECTS



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: FAMILY AND MEDICAL LEAVE POLICY AMENDMENT

DISCUSSION: Since the last update of the City's FMLA policy, No. 003, in 2009, new regulations have been issued by the Department of Labor (DOL). These regulations deal mainly with the implementation of the law regarding family military leave. In addition, the DOL has clarified that an employee using FMLA leave may be required to follow normal call-in procedures and also that notice of such leave must be as soon as practicable (replacing the former requirement that the employee may provide notice up to 2 days following the return from FMLA leave).

For your review and approval, I have attached a revised policy reviewed by our labor counsel which incorporates and tracks the changes.

Therefore, it is recommended that the Mayor and City Council approve the attached amended policy and direct City administration to proceed with implementation.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 2, 2015
REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: ALL ELIGIBLE EMPLOYEES

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Human Resources Director *Peggy Howard* **DATE:** 1/27/15

REVIEWED BY: *[Signature]* **DATE:** 1/28/15

COUNCIL MEETING DATE: 2/05/15

Section Name: Human Resources Effective Date: June 15, 2009
Section Number: 400 Date of Revision: **February 2, 2015**
Policy Number: 003
Page: 1 of 8

Subject: Family and Medical Leave Act

1. Purpose: The purpose of this policy under the Family and Medical Leave Act (FMLA) is to provide eligible employees with unpaid leave for certain family and medical reasons.
2. Statement of Policy: This policy sets out the employee's rights and obligations.
 - A. Employee Eligibility Criteria. To be eligible for FMLA leave, the employee must have been employed:
 - for at least **12 months one-year** (which need not be consecutive);
 - for at least 1250 hours during the 12 month period immediately preceding the commencement of the leave
 - B. Reasons for FMLA Leave. Subject to the provisions of this policy and the Family and Medical Leave Act, an eligible employee may take leave for any one, or a combination of, the following reasons:
 1. The birth of the employee's child or to care for the newborn child;
 2. The placement of a child with the employee for adoption or foster care or to care for the newly placed child.
 3. To care for the employee's spouse, child or parent (but not in-law) with a serious health condition; and/or
 4. To care for the employee's own serious health condition that makes the employee incapable of performing the functions of his or her job.
 5. A qualifying exigency (as defined by the Department of Labor) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on **covered active duty or call to covered active duty in the Armed Forces** (~~or has been notified of an impending call or order to active duty~~) in the Armed Forces in support of a contingency operation.
 6. Care of the employee's spouse, child, parent, or next of kin (**as defined by the Department of Labor**) (~~nearest blood relative~~) who **is a covered servicemember**, as a result of injury or illness incurred in the line of duty while on active duty in the Armed Forces, (a) is undergoing medical treatment, recuperation, or therapy, (b) is otherwise in

~~outpatient status, or (c) is otherwise on a temporary disability retired list, provided that such injury or illness may render the service member medically unfit to perform duties of his/her office, grade, rank or rating.~~

C. As used in Section B, paragraphs 5 and 6 above, the following definitions apply:

1. The term “covered active duty” means:

- (i) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and**
- (ii) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.**

2. The term “covered servicemember” means:

- (i) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or**
- (ii) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.**

3. The term “serious injury or illness” used in (b) i and ii above means:

- (i) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and**
- (ii) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding**

the date of treatment, recuperation or therapy, means a qualifying (as defined by the Department of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

D. Amount of Leave.

An eligible employee is entitled to up to 12 workweeks of unpaid leave during **any** 12-month period for reasons 1-5 above.

An eligible employee is entitled to up to 26 workweeks in a single 12-month period to care for an injured or ill servicemember (reason 6 above). Provided, however, leave to care for an injured or ill servicemember, when combined with other FMLA qualifying leave (reasons 1-5), may not exceed 26 weeks in a single 12 month period. **The single 12-month period is on a per-covered-servicemember basis. If all of the 26 workweek entitlement is not used in the single 12-month period, the remaining leave entitlement is forfeited.** This paragraph does not limit the availability of FMLA leave for reasons 1-5 during any other 12-month period.

E. Leave Period.

Reasons 1-5. The leave period for reasons 1-5 is a rolling 12-month period measured backward from the first day of the employee's leave.

Reason 6. The single 12-month leave period for reason 6 will be measured consistent with **the first day of leave taken and ending 12-months later** ~~Department of Labor Regulations.~~

F. Birth, Care or Placement of Child. The right to FMLA leave for the birth, care and/or placement of a child into an employee's family may only be taken within the 12 months after the date of the birth or placement of the child.

G. Spouses Working for the City. If both spouses are employed by the City of Monroe, the combined leave for either birth, care and/or placement of a child, or to care for the employee's parent with a serious health condition shall not exceed 12 weeks. The combined leave for spouses working for the City is limited to 26 weeks when leave is to care for an injured or ill service member, or such leave is taken in combination with leave for either birth, care, and/or placement of a child, or to care for the employee's parent.

H. Intermittent Or Reduced Work Schedule Leave.

1. Definitions. Under some circumstances, employees may take FMLA leave intermittently or on a reduced work schedule basis. Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.
2. Birth, Care, or Placement of a Child. In the case of unpaid leave for the birth, care, or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and the City agree.
3. Medical Necessity. In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hour's basis only if such leave is medically necessary.
4. Military Family Leave. FMLA leave may also be taken intermittently or on a reduced hour's basis for reasons relating to a family member's **qualifying exigency (reason 5)** ~~Armed Forces active duty~~ or when an employee needs to care for a family member who has incurred an injury or illness while on active duty **(reason 6)**.
5. Temporary Transfer of Position. Where an employee requests intermittent leave or leave on a reduced hours basis, the City has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job. The temporary position will have equivalent pay and benefits as the employee's regular job.
6. Scheduling of Leave. If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, if possible, attempt to schedule the leave so as not to unduly disrupt operations.

I. Written Application. Employees may request FMLA leave by completing the City's Application for FMLA Leave form and submitting it to Human Resources. Employees can obtain one of these forms from Human Resources.

J. Employee Notice Requirement.

1. Reasons 1 and 2. When the necessity for leave under reasons 1 and 2 is foreseeable based on an expected birth or placement, the employee

must provide Human Resources with at least 30 days advance notice, before the leave is to begin, of the employee's intention to take leave, except that if the date the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable **and shall comply with the City's normal call-in procedure.**

2. Reasons 3, 4 and 6. When the necessity for leave under reasons 3, 4 and 6, is foreseeable based upon planned medical treatment, the employee:
 - a) shall make a reasonable effort to schedule the treatment so as to not unduly disrupt operations, subject to the approval of the applicable health care provider; and
 - b) shall provide not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable **and shall comply with the City's normal call-in procedure.**
3. Reason 5. When the necessity for leave under reason 5 is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice as is reasonable and practicable **and shall comply with the City's normal call-in procedure.**

K. Initial Documentation.

1. Family Member Status. When leave is taken to care for a family member, the City may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document).
2. Medical Certification. An application for FMLA leave based on reasons 3, 4 or 6 must, in addition to the "Application for FMLA Leave" form, be accompanied by the applicable "Certification of Health Care Provider" form. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job. If the City receives a complete medical certification, it will limit its inquiries to the health care provider for clarification and authenticity.
3. Qualified Exigency (Reason 5). A request for leave for a qualified exigency (reason 5), must be supported by **complete and sufficient**

certification as provided for on the “Certification of Qualifying Exigency for Military Family Leave” form. ~~a certification issued at such time and in such manner as the Secretary of Labor may by regulation prescribe. If the Secretary issues a regulation requiring such certification, the employee, shall provide, in a timely manner, a copy of such certification to the City.~~

L. Employee’s Reporting Requirements.

1. Recertification and Periodic Reporting. The City may require an employee on FMLA leave to report periodically on his or her status and the intention of the employee to return to work, and also periodic recertification of the medical condition. The City will notify the employee in writing of its initial requirement for medical certification. The City will advise the employee of its need for additional medical certification in writing. **Recertification is not required for Military Family Leaves (reasons 5 and 6).**
2. Change in Return to Work Date. If the employee’s anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide Human Resources with reasonable notice of the employee’s changed circumstances and new return to work date. If the employee gives Human Resources notice of the employee’s intent not to return to work, the employee will be considered to have voluntarily resigned.
3. Fitness for Duty Certification. Before the employee returns to work from FMLA leave for the employee’s own serious health condition, the employee may be required to submit a fitness for duty certification from the employee’s health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner.

- M. Use of Paid and Unpaid Leave. Employees may elect to utilize any accrued unused sick leave, vacation, and personal leave benefits while on an FMLA Leave. If the employee exhausts his/her earned and accumulated sick leave, vacation, and personal leave benefits during the leave of absence, the remainder of the leave shall be unpaid.

The City is responsible for designating if paid leave used by the employee counts as FMLA leave, based on information provided by the employee.

- N. Designation of Leave. Human Resources will notify the employee that leave has been designated as FMLA leave, either upon the employee’s request or, if the City believes the leave to be for an FMLA qualifying

purpose. The City may provisionally designate the employee's leave as FMLA leave if the City has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified Human Resources of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify Human Resources **as soon as practicable** ~~within 2 business days of the employee's return to work~~ that the leave was for an FMLA reason. **The employee will be expected to respond to reasonable employer inquiries designed to determine if the absence is potentially FMLA-qualified. Failure to provide timely notice or sufficient information may result in the delay or denial of FMLA coverage.** In addition, if the City determines that an employee's leave was for an FMLA purpose, it may designate the leave as retroactive FMLA leave in appropriate circumstances in accordance with FMLA regulations.

- O. Maintenance of Health Benefits. During FMLA leave an employee is entitled to continue group health care benefits under the same conditions as if the employee was at work.

An employee on FMLA leave must continue making payments to maintain health care benefits. The employee and the City will determine, prior to commencement of the FMLA leave, the method for the employee to pay his or her share of the cost of health care benefits while on unpaid FMLA leave. If the employee's payment of health care benefits is more than 30 days late, the City may discontinue health care benefits upon notice to the employee.

The City's obligation to maintain health benefits under FMLA will cease if and when an employee informs the City of his/her intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is used up.

- P. Return From FMLA leave. Upon return from FMLA leave, the City will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms and conditions.
- Q. Limitations on Reinstatement. An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other legitimate business reason, the employee would not have been employed at the time job restoration is sought.

In addition, the City reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of the City's

employees (“key employees”), if such denial is necessary to prevent substantial and grievous economic injury to the City’s operations.

- R. Failure to Return to Work Following FMLA Leave. If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. The City may recover, through deduction of accrued paid sick or vacation or other means, premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave, unless the reason the employee does not return is due to (1) the continuation, recurrence or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4, or (2) the continuation, recurrence or onset of a serious injury or illness of the family member when leave was taken for reason 6, or (3) other circumstances beyond the employee’s control.
- S. Reservation of Rights. The City reserves the right to exercise all rights accorded employers under the Act and Regulations, whether or not the policy specifically sets out those rights.
- T. Conformance with FMLA. The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993, as amended, and with Regulations promulgated, from time to time, by the Department of Labor. To the extent that any provision conflicts with the Act or Regulations, the Act and/or Regulations shall control.

- 3. Definitions: None.
- 4. Application: This policy shall apply to all eligible employees in all departments of the City of Monroe.
- 5. Responsibility: The Human Resources Director or designee shall have the responsibility of implementing and overseeing the administration of this policy.
- 6. Administrative Procedure: None
- 7. Legislative History of Authority for Creation or Revision:

Adopted pursuant to action of the Monroe City Council, dated June 15, 2009.

Amended pursuant to action of the Monroe City Council, dated February 5, 2015.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: ROTH INDIVIDUAL RETIREMENT ACCOUNT

DISCUSSION: The City currently offers a Deferred Compensation Program with ICMA-RC. As you know, this program allow employees the opportunity to voluntarily contribute a portion of their wages to a special account and to direct these contributions to one or more investment options, as well as offer a valuable savings alternative that can be used to supplement their retirement income and save for their future at no cost to the City.

ICMA is now offering to provide a Roth Individual Retirement Account (IRA) to employees of the City. A Roth IRA is funded with after-tax contributions which allows for tax-free distributions during retirement with no required minimum distributions at age 70 ½. A Roth IRA can help employees achieve many other financial goals, including estate planning, education funding, a first-time home purchase and payment for extraordinary medical or disability expenses.

Attached you will find a letter from ICMA to amend the City's existing Agreement to provide for payroll deduction IRA accounts for employees.

IT IS RECOMMENDED that City Council approve the attached amendment and that the City Manager be authorized to sign the Agreement on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 2, 2015

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Human Resources Director *P. Howard* **DATE:** 1-27-15

REVIEWED BY: *[Signature]*

DATE: 1-28-15

COUNCIL MEETING DATE: 2/05/15



May 6, 2014

City of Monroe
Attn: Peggy Howard
120 East First Street
Monroe, MI 48161

Re: ICMA Retirement Corporation
Vantagepoint Payroll Deduct IRA Program

Dear Ms. Howard:

This letter agreement will serve to amend the existing Agreement between the **City of Monroe** and ICMA-RC to provide for payroll deduction Individual Retirement Accounts ("IRAs") for Employer's employees ("IRA accountholders").

The existing Agreement between Employer and ICMA-RC is hereby amended as follows:

1. Employer desires to allow IRAs for its employees to be administered by ICMA-RC. Employer agrees to send checks or wire the assets to ICMA-RC for IRA accountholders. The details of the submission of IRA contributions shall be as mutually agreed between Employer and ICMA-RC, but in general shall be as set forth in the IRA program materials developed by ICMA-RC and provided to Employer.
2. Absent an explicit provision to the contrary, account fees and expenses payable by IRA Accountholders shall be as set forth in the IRA program materials.
3. Each IRA Accountholder will receive a consolidated quarterly statement providing information for any deferred compensation plan, qualified plan or IRA maintained by each IRA Accountholder and administered by ICMA-RC.
4. ICMA-RC will provide tax withholding and reporting for each IRA account administered by ICMA-RC.
5. Unless ICMA-RC and Employer agree otherwise, the details of ICMA-RC's administration of the IRA program, as well as other features of the IRA program, shall be as set forth in ICMA-RC's IRA program materials. The IRA program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the IRA program materials.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Approval of the Memorandum of Understanding with the Michigan Municipal League for the PlacePlans 2015 Technical Assistance: Downtown Connector Alley Design.

DISCUSSION: The City of Monroe has been selected to participate in the State of Michigan's MIplace Partnership. This partnership is a joint effort between the Michigan Municipal League (MML) and Michigan State University (MSU) to assist communities in "Placemaking" initiatives. The PlacePlans program helps communities with planning and implementing projects to improve their sense of place and talent attraction and retention efforts. Through the PlacePlans project, Monroe will be paired with a MSU professor and graduate students to perform public outreach and planning services on a select Placemaking project. In response to the Monroe Downtown Development Authority's (DDA's) expressed project interests, City Planning Department staff submitted a letter of interest to develop improvement plans for the alley located between S. Monroe Street and Cass Ave.

The City of Monroe, together with our community partners, have demonstrated our intent to invest in the built environment, natural features, recreational opportunities, and arts and cultural venues within downtown Monroe. Recent examples of this commitment are the rehabilitation of the Riverfront Park and Parking Lot, downtown streetscape improvements, the new components and points of interest along the River Raisin Heritage Trail, the Commission on the Environment's work to restore the River Raisin, and community arts and cultural centers in the downtown expanding their offerings at the Monroe County Historical Museum, the Labor History Museum, the River Raisin Center for the Arts, and the private Art Insight Emporium. Our retail merchants and restaurant owners are also making significant investments to improve the downtown Monroe shopping and entertainment experience.

While these place-based initiatives have created individual points of interest, the pedestrian connections that residents and visitors can use to traverse the downtown, are not as well developed. South Monroe Street serves as the City's "Mainstreet," but is hampered by the fact it is a state highway trunkline and is not fully pedestrian friendly. Monroe is also challenged by the inconsistent parking behind its downtown buildings. The DDA's Riverfront Park and Parking Lot project began to establish new pedestrian routes, by adding landscaped and lit walkways from the Riverwalk and connecting parking lots behind existing buildings. Unfortunately, these new "gateways" don't connect with inviting routes that unify the downtown. One of the primary gateways from the Riverfront project terminates at the beginning of a public alley that travels north-south through the core of the downtown. This alley, located mid-block between S. Monroe Street and Cass Street, presents an opportunity to create a pedestrian friendly connector between the museums, the River Raisin Centre for the Arts and key downtown businesses and retailers (See attached map). The PlacePlans project will permit the City to engage the DDA, and property owners and stakeholders along this route to come up with a plan to improve this existing connector.

While a majority of project work is supported by a grant or by in-kind contributions from MML, the City is still required to supply \$8,000.00 in local match and access to City Planning Department staff throughout the project. This reasonable local match represents a significant savings over what it could cost the City to engage a private practice firm to complete this planning effort. While it may be possible to conduct this effort with City staff and DDA volunteers, the level of expertise brought to the table through the MML and MSU will produce a much more complete product, and will allow City staff to provide input while keeping up with other initiatives and current job duties.

Within the general parameters of the scope of work, the MML and MSU support crew responsibilities include:

1. Developing and facilitating a project timeline;
2. Developing a project communications and engagement plan, with input from City of Monroe staff and other participants;
4. Coordinating the involvement of MSU faculty and students;
5. Publicizing the project to a statewide audience;
6. Involving state agency representatives in the project; and
7. Producing a final report that includes identification of community place assets, prioritization and implementation strategies and work products from technical experts (MSU faculty).

IT IS RECOMMENDED City Council approve the Memorandum of Understanding with the Michigan Municipal League for the PlacePlans 2015 Technical Assistance: Downtown Connector Alley Design; and authorize the City Manager to execute the Memorandum. **IT IS FURTHER RECOMMENDED** City Council authorize the expenditure of \$8,000.00 for the local match commitment.

CITY MANAGER RECOMMENDATION:

For

For, with revisions or conditions

Against

No Action Taken/Recommended

APPROVAL DEADLINE: February 17, 2015

REASON FOR DEADLINE: Public announcement of funded programs and finalization of the project timeline.

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: Economic and Community Development Division with the Monroe Downtown Development Authority

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Economic and Community Development Division, Department of Engineering and Public Services, Downtown Development Authority, Adjacent property owners and businesses.

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 8,000.00
	Cost of This Project Approval	\$ 8,000.00
	Related Annual Operating Cost	\$ 0
	Increased Revenue Expected/Year	\$ 0

*

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Community Development- General Contracted Services		101-65.802-818.020	\$8,000.00

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 01/27/15

REVIEWED BY: George Brown, City Manager 

DATE:

COUNCIL MEETING DATE: February 2, 2015

**Memorandum of Understanding
Between
The Michigan Municipal League
And
City of Monroe
For
PlacePlans 2015 Technical Assistance: Downtown Connector Alley Design
February 1, 2015**

The Parties to this Memorandum of Understanding (“MOU”) are the City of Monroe (“Monroe”) and the Michigan Municipal League (“MML”). This MOU is to document the work of the MML in support of Monroe’s participation in PlacePlans during the 2015 calendar year and Monroe’s financial and in-kind contributions to support the project.

MML has entered into a contractual agreement with Michigan State University (“MSU”) to assist communities under the State of Michigan’s MIplace Partnership. The PlacePlans program assists communities in Michigan with planning and implementing projects to improve their sense of place and talent attraction and retention efforts. The majority of project work is supported by the grant or by in-kind contributions from MML. As a condition of MML’s contract with MSU, MML is required to secure a financial contribution from each participating city, as well as in-kind assistance.

Obligations of MML

The project will be coordinated by MML staff and supported by expert consultants and MSU, as described in the Scope of Work dated 1/27/2015, attached. Within the general parameters of this scope of work, MML’s responsibilities include:

1. Developing and enforcing a project timeline;
2. Developing a project communications and engagement plan, with input from Monroe and other participants;
3. Negotiating and managing contracts with technical consultants, if applicable;
4. Coordinating the involvement of MSU faculty and students, if applicable;
5. Publicizing the project to a statewide audience;
6. Involving state agency representatives in the project; and
7. Producing a final report that includes identification of community place assets, prioritization and implementation strategies and work products from technical experts (MSU faculty and/or private consultants).

Obligations of Monroe

PlacePlans relies on input and active involvement from the local government, residents, and non-profit and for-profit organizations. Monroe and its local partners are expected to:

1. Contribute a local match in the amount of \$8,000, paid to MML upon receipt of invoice;
2. Make staff available for project meetings;
3. Provide timely review and response to questions about project steps from MML, MSU, and consultants;

4. Assist MML in establishing and facilitating meetings of a steering committee (including representatives of Monroe and relevant local organizations) to provide project input;
5. Take a lead role in marketing the process to residents, business owners, local media, and other key stakeholders, following the project communications and engagement plan that will be jointly developed by Monroe and MML; and
6. Cover any direct costs for on-site meetings, such as refreshments, facility rental or audiovisual equipment.

Indemnification

- a. Monroe shall indemnify and hold harmless MML, its affiliates and their respective trustees, agents, representatives and employees from any and all claims, costs, judgments, losses, liabilities, fines or penalties, including but not limited to attorneys' fees, arising from Monroe's negligence, wrongful acts, violations of laws or breach of this MOU. Monroe waives any rights it may have to subrogation from or against the MML.
- b. MML shall indemnify and hold harmless Monroe, its directors, officers, employees and agents, from any and all claims, costs, judgments, losses, liabilities, fines or penalties, including but not limited to attorneys' fees, arising from MML's negligence, wrongful acts, violations of laws or breach of this MOU.
- c. This section will not apply to a lawsuit instituted by either party to enforce its rights under this MOU.

Amendments

Amendments to this MOU may be authorized only in writing and only by the following individuals:

For Monroe: George Brown, City Manager

For MML: Luke Forrest, Program Manager or Heather Van Poucker, Director,
IPR

Notices

Notices shall be in writing and may be delivered personally, by overnight delivery service (such as FedEx), or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the MML:

Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48105

Attn: Luke Forrest, Program Manager

If to Monroe:

City of Monroe
120 E. 1st Street
Monroe, MI 48161
Attention: George Brown, City Manager

Non-Assignability

This MOU shall not be assignable by either Monroe or MML.

Effective Date

The effective beginning date of this MOU will be February 1, 2015, regardless of the date of signing.

Termination

This MOU expires December 31, 2015. If either Party feels the other Party is not sufficiently meeting the expectations listed above, either Party may terminate the MOU prior to the expiration date by providing written notification to the other Party. In the event of early project termination, MML will refund Monroe the local match, less any amount that has been expended on project expenses as of the date written notice is received or given by MML, and MML will deliver to Monroe all work completed to date.

Governing Law, Non Waiver, Headings, Entire Agreement and Severability

No amendment to any provision of this MOU shall be effective unless in writing and signed by each party. This document constitutes the entire understanding and agreement between the parties with regard to the MML's Technical Assistance and supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof. All applicable sections of this MOU shall survive the expiration or termination of this MOU. This MOU shall be governed by the laws of the State of Michigan, excluding choice or conflict of laws principles. Any legal action or proceeding with respect to this MOU must be brought in the courts of the state of Michigan, Washtenaw County, or the United States District Court for the Eastern District of Michigan. Monroe irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail to Monroe at 120 E. 1st Street, Monroe, MI 48161, or at any other address provided in writing by Monroe to MML. No waiver shall be valid unless in writing and signed by the parties. The terms of this MOU are severable and if any term or provision is found by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in force.

Compliance with Laws, Rules and Regulations

Monroe will comply with all security, safety and other applicable rules and regulations of MML and all applicable federal, state and local laws and regulations at all times that Monroe is working on behalf of or in conjunction with MML.

COUNTERPARTS: This MOU may be executed in any number of counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties have signed this MOU on the dates given below.

Michigan Municipal League:

BY: Heather Van Poucker, Director, IPR

DATE: _____

WITNESS: _____

Monroe:

BY: George Brown, City Manager

DATE: _____

WITNESS: _____



michigan municipal league

City of Monroe PlacePlan
Scope of Work – 1/27/2015

BACKGROUND:

The Monroe Downtown Development Authority (DDA) has recently completed a major investment in the downtown's riverfront public space and parking areas—key components in creating points of interest along the River Raisin Heritage Trail. However, visitor and pedestrian access to parts of downtown remain challenging: South Monroe Street serves as the city's "main street", but also serves as a state highway, limiting the opportunities to prioritize parking or pedestrian access on that street.

The City has identified an alley running parallel to Monroe and Cass Streets, running south from Front Street, as an opportunity to connect the riverfront amenities and public parking to many of the businesses and cultural destinations that face South Monroe Street. Improvements to this alley could help draw visitors into downtown, providing an additional point of access to these locations, and opening up new opportunities to activate "rear" yard areas of buildings. This improved access would leverage the riverfront investments to support the continued success of existing businesses along the alley and to drive the market for filling vacant upper stories.

The City has requested technical assistance from the MSU School of Planning, Design, and Construction (MSU) and the Michigan Municipal League (League) through the PlacePlans program. This assistance will create an inclusive civic engagement process to develop a conceptual design and program plan for the "downtown connector" alley that both enhances its role as a pedestrian connection, drawing people into downtown, and also recognizes that this will remain a "working alley" that supports delivery traffic, rear parking access, and similar needs. Subject to the interest and consent of the individual property owners, this assistance will also provide concepts for the use of underutilized spaces along the alley as outdoor seating or similar active uses.

AREA OF STUDY:

The primary area of study is a city-owned alley running between and parallel to Cass Street and S. Monroe Street, with endpoints on W. Front Street and W. 3rd Street, and at portions of the parcels adjoining this alley, subject to property owner consent.

The PlacePlans assistance may also look at streets and vacant/underutilized properties in a 1-3 block radius for their role in both supporting and building off of an enhanced downtown connector alley.

RELATED EFFORTS:

The PlacePlans work should be informed by and coordinated with other opportunities and projects underway, including but not limited to:

- The Monroe DDA has recently completed a substantial project to enhance public parking availability along the river, at the northern end of the alley; this parking, located north of Front Street, is anticipated to be the location where many visitors transition from drivers to pedestrians.



michigan municipal league

- The City is working with MDOT to examine options for a modified cross-section of Monroe Street (M-125), which may change that street's role in providing access to some parcels.

GOALS/GENERAL SCOPE OF WORK:

1. MSU faculty will lead development of a conceptual design for the alley, using an "expanded charrette" process of four public meetings / workshops between February and September, 2015. These will cover,
 - a. Developing the big-picture vision of the alley's role in the community
 - b. Exploring design options for the site
 - c. Community discussion and refinement of a draft conceptual plan
 - d. Presentation of final plan and implementation needs
2. League staff will support the city and a local stakeholder Steering Committee in ensuring that the design process adequately reaches and engages community members. This may include,
 - a. Building awareness of the process through traditional and social media
 - b. Creating a "brand" identity for the process and creating outreach/marketing materials
 - c. Debriefing after each public workshop milestone and coordinating timely feedback to the design team
 - d. Identifying additional opportunities to engage community members between the four major milestones, such as through displays in public buildings and businesses, participation in community events, or online tools
3. Upon completion of the MSU team's conceptual design process, the League will engage a private planning or engineering firm in preparing initial cost estimates for implementation of the alley. This will be a limited contract that provides general budget estimates of the components of the redesigned alley, allowing the city to plan and budget for the engineering and construction of improvements, but will not include the preparation of construction drawings or a final construction budget.
4. The project team will identify additional assets and opportunities to support the city's successful implementation of the conceptual plan for the downtown connector alley, such as,
 - a. League staff will review place-based assets in the area around the alley and provide recommendations for enhancing or leveraging some of these assets
 - b. League staff will engage state agency staff to develop support for the project and identify potential implementation resources
 - c. The MSU team will review the city's existing land use policies for nearby parcels and offer policy recommendations in support of appropriate development that reinforces the alley's design and use

DELIVERABLES:

The League and MSU will provide a final report of planning, design, and implementation recommendations. This will include ten (10) printed copies as well as digital versions of the full report and graphic assets.



The River Raisin History & Culture Center Downtown Connector

The City of Monroe, together with our community partners, continues to invest in the built environment, natural features, recreational opportunities, and arts and cultural venues within downtown Monroe. The Monroe Downtown Development Authority (DDA) recently completed rehabilitation of the Riverfront Park and Parking Lot by adding a greenbelt along the River Raisin, incorporating landscape features, and creating gateways from the Riverwalk to downtown Monroe (www.downtownmonroemi.com). These pedestrian connections are key components to developing points of interest along the River Raisin Heritage Trail (www.rtrail.com). The City's Commission on the Environment is working through the Great Lakes Restoration Initiative to restore the River Raisin from a conveyance of wastewater, to a high quality natural amenity flowing through downtown Monroe (www.riverraisinlegacyproject.com). The community arts and cultural centers in the downtown are expanding their offerings through renewed commitments including a voter approved Monroe County Historical millage, and recent capital projects at the Monroe Labor History Museum (www.monroelabor.org) and River Raisin Center for the Arts (www.riverraisincentre.org).

While these place-based investments have created individual points of interest, there are not good pedestrian routes that residents and visitors can use to traverse the downtown. South Monroe Street serves as the City's "Mainstreet," but is hampered by the fact it is a state highway trunkline and is not completely pedestrian friendly. Monroe is also challenged by the lack of consistent parking behind its downtown buildings. The DDA's Riverfront project began to establish new pedestrian connections, by adding landscaped and lit walkways from the Riverwalk and isolated parking lots behind existing buildings. Unfortunately, these new gateways terminate at the first block and there are not clear routes that unify the downtown. One of the primary gateways from the Riverfront project terminates at the beginning of a public alley that travels north-south through the core of the downtown. This alley, located mid-block between S. Monroe Street and Cass Street, presents an opportunity to create a pedestrian friendly connector between the museums, the River Raisin Centre for the Arts and key downtown businesses and retailers (See attached map- Page 3).

The central walkway from the Riverfront project empties onto W. Front Street directly across from the north end of this alley, where the Monroe County Labor History Museum is located. The Board of Directors of the Labor Museum have expressed an interest in improving public awareness of the labor movement by creating outdoor exhibits and inscribing labor leader quotes in brick pavers in the alley. Moving south into the alley, the building opposite the Labor Museum has a courtyard where several apartments exit, creating a connection to number of downtown residential units. The alley then passes by a much larger courtyard that is currently in private ownership. City and DDA staff have discussed the potential of purchasing this courtyard and creating new rear-entrances into the buildings that face S. Monroe Street. These rear entrances would be extremely valuable in revitalizing this block of buildings because they currently lack on-street parking in the front. The courtyard also creates the possibility of promoting unique restaurant and bar establishments by allowing for protected outdoor seating.

City of Monroe
PlacePlans Letter of Interest

The alley intersects the next cross-street, W. First Street, adjacent to the Monroe Evening News (MEN). The MEN's marketing staff has expressed an interest in creating visual attractions along the alley such as displays of historic headlines and photographs. Immediately across W. First Street is the Agua Dulce Coffee and Tea shop. The owner of this shop serves on the DDA Board and has championed the concept of converting the alley into a downtown pedestrian connector. The coffee shop itself serves as a key amenity for residents and visitors to the downtown.

Moving further south across W. First Street, the alley travels past the River Raisin Centre for the Arts (RRCA). The RRCA operates the only downtown theater, is renowned for its ballet company, and also offers various cultural and musical events throughout the year. It is critical to the vibrancy of the downtown, that event attendees also visit downtown businesses and restaurants. If there is not a clear and safe route for these visitors, the opportunity is lost. Just past the RRCA, there is a greenway that is adjacent to the Monroe County Historical Museum, which offers the opportunity to improve a connection to S. South Monroe Street. The Museum Director has indicated they would like to enhance this greenway to serve as a friendly route to the nearby public parking. The Enrichment Center, which hosts community not-for-profit organizations, empties onto the alley at the intersection with W. Second Street. These organizations provide key services to the Monroe community and improvements to the alley would help promote their connection to the downtown. Immediately across W. Second Street is Jack's Bicycle Shop. The Shop owner is also a DDA Board member and has documented that some of his customers already use this alley, and have asked what it would take to improve the space.

The anticipated scope of the improvements needed to make this alley an attractive pedestrian corridor include resurfacing, incorporating enhancements such as brick paver sections or stamped concrete. There is also the need to install landscaping and lighting to create a visually attractive and safe environment. The addition of seating and public art at key locations would make the alley more inviting. Finally, there is a desire to mount wayfinding signage to direct people to the various amenities along the alley's route.

With strong DDA support for the project and expressed ideas and interest in an alley improvement project by several of the adjacent property owners; the City of Monroe would like to present the *River Raisin History & Culture Center Downtown Connector* for consideration of PlacePlan technical support. The next steps in moving this project forward are formalizing the property owners' support, preparing concept plans for potential improvements, developing cost estimates and identifying the most viable funding strategy. At this stage of the project, the City feels the proposal best aligns with the "Option 1" or University based technical support. We feel this project fits well with the goals and objectives of the PlacePlans initiative, and City and DDA staff look forward to the opportunity to develop a full project application.

Sincerely,



Robert E. Clark
Mayor, City of Monroe



103

City of Monroe

RIVERFRONT PARKING

W Front St

W 1st St

W 2nd St

E Front St

S Monroe St

Cass St

LABOR MUSEUM

MONROE EVENING NEWS

COFFEE SHOP

PUBLIC PARKING

ART CENTER THEATER

ENRICHMENT CENTER

HISTORIC MUSEUM

BICYCLE SHOP

202

120

114

112

102

86

78

66

60

56

34

22

12

14

20

8

4

2

119

115

111

109

101

20

101

111

101

123

114

122

124

112

108

128

103

23

21

111

117

22

ENRICHMENT CENTER

PUBLIC PARKING

ART CENTER THEATER

HISTORIC MUSEUM

29

4

6

8

10

35

37

39

43

45

47

49

53

2

13

109

0

0

119

123

11

127

127

123

117

111

202

203

211

206

12

12

Memo



To: City Council
From: Dan Swallow
Dir. of Economic and Community Development
CC: George A. Brown, City Manager
Thomas Ready, City Attorney
Date: 2/2/2015
Re: Capital Improvements Program Budget- Public Hearing

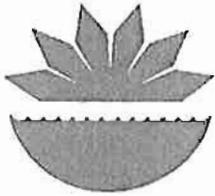
Attached you will find a Fact Sheet related to the Capital Improvement Program (CIP) Budget- Fiscal Years 2015-2021. The City Planning Department is requesting that the following agenda item be added to the February 2, 2015 agenda:

Scheduling of the public hearing on the proposed Capital Improvements Program Budget- Fiscal Years 2015-2021 for February 17, 2015 at 7:30 PM.

Due to the uncertainty of the next meeting date, this fact sheet was not originally submitted with the other agenda items for this meeting. However, upon review of the City Charter, it was determined that the Capital Improvement Program Budget MUST be held in the "third week in February" in accordance with Charter Section 122 (see excerpt below). The City Attorney recommended that an agenda item be added to the February 2 meeting agenda to official schedule the public hearing.

§ C-122. Notice; Publication and Public Record; Public Hearing. [Amended 11-6-1979]

- (1) Capital Improvement Program and Budget.
At the time of submission of the capital improvement program and budget, notice shall be published, setting a public hearing the third week in February.
- (2) General Fund Budget.
At the time of submission of the General Fund Budget, notice shall be published, setting a public hearing the third week in April.
- (3) Copies of both the capital improvement program and budget and the General Fund Budget shall be public documents, and available at the office of the City Clerk.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Capital Improvements Program Budget- Fiscal Years 2015-2021

DISCUSSION: The City of Monroe Charter and the Michigan Planning Enabling Act requires the City to develop and adopt a Capital Improvements Program (CIP) budget each year. In addition to the upcoming fiscal year projects (FY 2015-16), the CIP projects out an additional five years (FY 2016-2021) to ensure that proper planning and coordination. Due to their size and complexity, projects may impact multiple City departments and functions, making it critical they are planned well in advance. The often repeated example is that you don't want to have to tear up a road to install water or sewer main after the road has just been re-paved. Some capital projects can also be very expensive and may require saving for or financing the project over multiple years, making long-term financial planning a key component. Regardless of the Charter and statutory requirements, it is just good management practice to plan ahead for large capital expenditures.

Starting in late November each year, City departments and associated agencies receive instructions for submitting requests for the upcoming CIP budget. The projects must meet two basic criteria: first, the request/project must be a minimum expenditure of \$10,000; secondly, it must have a minimum projected life expectancy of five years. CIP projects generally include major construction projects, new or replacement structures, expensive pieces of equipment, or rehabilitation of facilities. Operating and maintenance expenses, may be considered in whether or not to move ahead with a project, but are not included in the capital budget. Each department and agency is asked to put their projects in priority order, so that the review team and City Council understands the perceived needs of the submitting department. The submittals are then reviewed by a CIP budget team that includes the City Manager, Finance Director, and representatives from the Planning Department. The projects are vetted to ensure they meet the CIP criteria, that they can be reasonably accomplished and for a recommendation regarding what projects can fit within available revenues.

Over the past several years, the CIP budget team has targeted capital expenditures from the City's General Fund at around 1-mill (6%) of the total ~16.75 mills the City collects in property taxes. This is combined with multiple other funding sources that include the major and local street funds, water and sewer funds, airport fund, CDBG, DDA TIF capture, grant funds, etc. For FY 2015-16, the target amount for the City's General Fund was \$925,500.00. Combined with \$13,073,517.00 million from other funding sources, the total recommended CIP budget for FY 2015-16 is \$13,999,017.00.

The CIP budget team's proposed budget is then forwarded to the City's Citizens Planning Commission (CPC) for review and recommendation to City Council in accordance with the City Charter and the Michigan Planning Enabling Act. The CPC met to consider the proposed FY 2015-16 CIP Budget on January 26, 2015; and the *DRAFT* minutes from this meeting are attached to this fact sheet. The CPC's recommendation is summarized in the motion to adopt the CIP budget team's proposed budget, with postponement of action on the new central fire station project. The CPC members felt they had not had sufficient time to review the latest information related to the new central fire station project and requested that item be brought back for consideration at their next meeting.

IT IS RECOMMENDED City Council accept and place on file the proposed Capital Improvements Program Budget- Fiscal Years 2015-2021, and the Citizens Planning Commission recommendation. **IT IS FURTHER RECOMMENDED** City Council schedule a public hearing on the proposed Capital Improvements Program budget for February 17, 2015 at 7:30 PM; in accordance with the City Charter, Section 122.

[Handwritten Signature]

CITY MANAGER RECOMMENDATION:

[Empty space for recommendation text]

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

APPROVAL DEADLINE: February 2, 2015

REASON FOR DEADLINE: City Charter provisions for publication and public hearing.

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City Planning Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 13,999,017.00
	Cost of This Project Approval	\$ NA
	Related Annual Operating Cost	\$ NA
	Increased Revenue Expected/Year	\$ NA

*

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

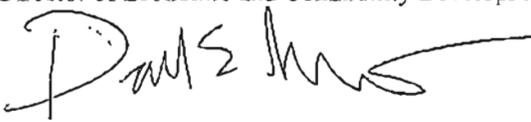
Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** January 30, 2015

REVIEWED BY: George Brown, City Manager

DATE:

COUNCIL MEETING DATE: February 2, 2015



draftminutes

Citizens Planning Commission

Special Meeting

Monday, January 26, 2015

7:30 p.m.

Third Floor Conference Room – Monroe City Hall

1. **Roll Call**

Present: Chairman Miller; Vice Chairman Smith; Secretary Caldwell;
Commissioners: Hall, Lamour, LaRoy, Roberts, and Swartz

Excused: Commissioner Robinson

Staff: Jeffrey Green, AICP, City Planner; Dan Swallow, AICP, Director of Economic
& Community Development Division

Public: Councilperson Rafko

2. **Pledge of Allegiance**

3. **Consent Agenda**

Motion by Commissioner Hall to approve the Consent Agenda for Monday,
January 26, 2015, as presented. Second by Commissioner Lamour.

Motion passed unanimously (8-0)

(Robinson excused)

4. **Project Review**

1. **Project: 2015/2016 Capital Improvements Program Budget**

CIP Budget Introduction & Staff Report

Mr. Swallow introduced the 2015-2016 Capital Budget and the 2015-2021 Capital
Improvements Program providing a brief overview of projects and funding sources.

Public Comment

Chairman Miller asked if there was anyone wishing to address the Commission regarding the 2015-2021 Capital Improvements Program Budget. There being no one wishing to comment, he opened discussion to Commission members.

Discussion

A number of the proposed projects were touched upon, as well as discussion regarding the future of the Multi-Sport Complex and the status of the Masonic Lodge/Library project and its inclusion in the capital budget.

Commission members, staff, and public also discussed the proposed the Public Safety Department Facility (fire station) at some length. The general consensus reached by commissioners was that there was not sufficient information provided to make a decision on the facility at this time.

Commission Action

With there being no further comments or questions, Commissioner Hall made the motion to "Recommend to City Council approval of the 2015-2021 Capital Improvements Program Budget, as presented, except for the Public Safety Department Facility project expenditure of \$7,000,000. Second by Commissioner Lamour.

The motion was approved 7-0 (Roberts having left for the evening).

5. Staff Comments

None

6. Public Comment

Councilperson Rafko addressed the Commission indicating that the fire station will probably pass City Council, but she felt the public would need more time to fully understand the project.

7. Commission Comments

Chairman Miller queried the commission about conducting the annual election for Chairman, Vice Chairman, and Secretary this evening. Chairman Miller asked staff for their opinions. Both Mr. Swallow and Mr. Green recommended waiting until the February regular meeting. Chairman Miller asked that "Elections" be placed on the February agenda.

Commissioner Hall thought the evening's meeting provided good dialogue on the proposed projects and the Commission's recommendation.

Commissioner Lamour indicated that he felt the Commission needed more information on the fire station, the bounce equipment (for the Multi-Sport Complex), etc., in order to determine whether they make sense.

Chairman Miller concluded remarks by thanking commissioners for coming to both the Council work session and this special meeting.

8. **Adjournment**

Commissioner Hall made the motion "To adjourn." Seconded by Commissioner Smith.

Motion passed unanimously.

ila: 1.27.2015

CITY OF MONROE
CAPITAL IMPROVEMENTS PROGRAM
FISCAL YEAR 2015-16 BUDGET

Department	Project	General Fund	Major Streets	Local Streets	Enterprise	Airport Fund	Add / Alternate Funding	Prior Funding	Total Project Cost	Source of Add/Alt Funding
ALCC	Building Renovations						\$150,000	\$450,000	\$680,000	1
	SUB-TOTAL	\$0	\$0	\$0	\$0	\$0	\$150,000	\$450,000	\$680,000	
Engineering Streets	E. Third Resurfacing- Scott to Winchester		\$433,000				\$227,000	\$40,000	\$700,000	2
	E. Third Resurfacing - Monroe to Scott		\$20,000						\$20,000	
	Winchester Resurfacing - First to Bridge		\$20,000						\$20,000	
	Kentucky Ave Design (Partial Closure) - First to Sixth		\$50,000						\$50,000	
	Richards Drive Resurfacing				\$280,000				\$280,000	
	Linwood Ave Resurfacing - Riverview to E. Maple	\$140,000							\$140,000	
	Maple (East) Blvd Resurfacing - Mason Run to Linwood	\$200,000							\$200,000	
	Maple (East) Blvd Resurfacing - Linwood to Greenwood	\$150,000								
Infrastructure	SUB-TOTAL	\$340,000	\$523,000	\$280,000	\$0	\$0	\$227,000	\$40,000	\$1,410,000	
	2015 Sidewalk Replacement Program	\$110,000					\$50,000		\$160,000	4
	N. Monroe Street Streetscape - Elm to Willow		\$140,500				\$229,500		\$370,000	12
	Custer Airport Taxi Lane Rehab					\$1,260	\$22,740		\$352,000	11,12
	Storm Sewer Program	\$50,000						\$105,000	\$155,000	
	DPS Facility Roof Rehab						\$150,000		\$150,000	16
	Sign Inventory Development		\$25,000	\$25,000				\$50,000	\$100,000	
	Alley Paving - Various Locations	\$20,000							\$20,000	
SUB-TOTAL	\$180,000	\$165,500	\$25,000	\$0	\$1,260	\$452,240	\$155,000	\$1,307,000		
MMSC	Bounce Equipment	\$35,000							\$0	
	SUB-TOTAL	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Recreation/ Parks	Mark G. Worrell Memorial Trailway Resurfacing	\$100,000							\$100,000	
	Play Equipment Replacement- Veterans Park	\$75,000							\$75,000	
	Munson Park Parking Lot Design and Drainage Evaluation	\$50,000							\$50,000	
	Veterans Park Kayak & Canoe Launch	\$8,000					\$32,000		\$40,000	5
	Munson Park Ball Diamond Parking Lot Resurfacing	\$100,000								
	Munson Park Rear Parking Lot Paving	\$75,000								
	Riverwalk Extension Soldiers and Sailors Park-Design	\$75,000								
	Play Equipment Replacement- Arbor & Lorain	\$75,000								
	Mill Race Kayak and Canoe Launch	\$75,000								
	Altrusa Park Kayak and Canoe Launch (DDA)	\$225,000						\$225,000		3
SUB-TOTAL	\$233,000	\$0	\$0	\$0	\$0	\$0	\$32,000	\$0	\$265,000	

CITY OF MONROE
CAPITAL IMPROVEMENTS PROGRAM
FISCAL YEAR 2015-16 BUDGET

City Hall	North Side Retaining Wall	\$47,500					\$47,500	\$95,000		
	SUB-TOTAL	\$47,500	\$0	\$0	\$0	\$0	\$47,500	\$0	\$95,000	
Public Safety	Public Safety Dept Facility Design/Construction *	<i>See Note Below</i>					\$7,000,000	\$192,052	\$7,192,052	15
	Advanced 12-Lead Cardiac Monitors	\$90,000							\$90,000	
	SUB-TOTAL	\$90,000	\$0	\$0	\$0	\$0	\$7,000,000	\$192,052	\$7,282,052	
Wastewater	Sanitary Sewer System Rehab/Replacement				\$185,000				\$185,000	
	Winchester Pump Station Rehab				\$130,000				\$130,000	
	Lavender South Pump Station Rehab				\$120,000				\$120,000	
	Dartmoor Pump Station Rehab				\$30,000				\$30,000	
	Septage Station Rehab				\$35,000				\$35,000	
	SUB-TOTAL	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Water <i>Distribution Division</i>	Water Distribution Replacement/Rehab				\$935,000				\$935,000	
	Ida Elevated Water Storage Tank Improvements				\$53,000				\$53,000	
	Excavator Replacement				\$80,000				\$80,000	
	SUB-TOTAL	\$0	\$0	\$0	\$1,068,000	\$0	\$0	\$0	\$1,068,000	
<i>Filtration</i>	Water System SCADA Upgrade				\$65,000				\$65,000	
	East Remote Telemetry Radio System Replacement				\$25,000				\$25,000	
	Stand-By Power Generator Rehab/Replacement				\$75,000				\$150,000	
	South Custer Booster Station Upgrades- Phase II				\$85,000			\$644,125	\$729,125	
	SUB-TOTAL	\$0	\$0	\$0	\$250,000	\$0	\$0	\$644,125	\$969,125	
<i>Water Partnership</i>	PAP Pumps #5 and #6 Valve and Actuator Replacement				\$70,000				\$70,000	
	PAP Addition of Raw Water Pump				\$66,000			\$736,100	\$802,100	
	SUB-TOTAL	\$0	\$0	\$0	\$136,000	\$0	\$0	\$736,100	\$872,100	

CITY OF MONROE
CAPITAL IMPROVEMENTS PROGRAM
FISCAL YEAR 2015-16 BUDGET

FUND TOTALS	General Fund	\$925,500		\$925,500	
	Major Streets		\$688,500	\$688,500	
	Local Streets		\$305,000	\$305,000	
	Wastewater Enterprise Fund		\$500,000	\$500,000	
	Water Enterprise Fund		\$1,454,000	\$1,454,000	
	Add / Alternate Funding			\$7,908,740	\$7,908,740
	Prior Funding			\$2,217,277	\$2,217,277
TOTAL PROJECT COSTS:				\$13,999,017	
* Public Safety Dept Facility Design/Construction NOT INCLUDED IN THE CITIZENS PLANNING COMMISSION'S RECOMMEDATION					
Additional / Alternate Funding Source Key:	<ul style="list-style-type: none"> (1) CDBG Funds (2) Federal Aid Funds (3) DDA TIF (4) Assessments (5) Grant (6) Technology Fund/Information Systems Fund (7) Economic Development Fund (8) Parking Fund (9) Refuse Fund (10) Building Safety Fund (11) State (12) Federal (13) Monroe County (14) South County Water (15) Special Millage (16) Stores and Equipment Fund 				
<i>Prepared: 1/7/15</i>					

CITY OF MONROE
CAPITAL IMPROVEMENTS PROGRAM BUDGET
2016-2021 FUTURE PROJECT SUMMARY

Department	Project	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
ALCC	Building Renovations	\$150,000					
	Building Renovations		\$80,000				
	Concrete Plaza Area Repair and Renovation		\$70,000				
	SUB-TOTAL:	\$150,000	\$150,000	\$0	\$0	\$0	\$0
Engineering Streets	E. Third Resurfacing- Scott to Winchester	\$660,000					
	E. Third Resurfacing - Monroe to Scott	\$20,000	\$250,000				
	Winchester Resurfacing - First to Bridge	\$20,000	\$250,000				
	Kentucky Ave Design (Partial Closure) - First to Sixth	\$50,000					
	Richards Drive Resurfacing	\$280,000					
	Linwood Ave Resurfacing - Riverview to E. Maple	\$140,000					
	Maple (East) Blvd Resurfacing - Mason Run to Linwood	\$200,000					
	Maple (East) Blvd Resurfacing - Linwood to Greenwood		\$160,000				
	Cranbrook Blvd. Resurfacing- N. Custer to Armitage		\$250,000				
	Stockton Dr. Resurfacing		\$120,000				
	Sylvan Dr. Resurfacing		\$130,000				
	Ternes Dr. Reconstruction- Telb to Rose		\$100,000				
	Conant Ave. Resurfacing- Wood to Third		\$320,000				
	Union St. Resurfacing- Eight to Third		\$150,000				
	N. Macomb St. Resurfacing- Elm to Grove		\$35,000	\$265,000			
	Riverview Ave. Spot Reconstruction- Oakwood to Cole		\$15,000	\$125,000			
	Maple (West) Blvd. Resurfacing- Linwood to Orchard			\$275,000			
	Jefferson Ct. Resurfacing- Western to Huron			\$120,000			
	Borgess Ave. Resurfacing- Elm to Vinc			\$200,000			
	E. Second St. Resurfacing- Washington to Macomb			\$50,000			
	Washington St. Resurfacing- Third to First			\$100,000			
	W. Fourth St. Resurfacing- Union to Hubble			\$200,000			
	Orchard Drive Resurfacing- Macomb to Riverview			\$175,000			
	Stone St. Resurfacing- Telegraph to Front			\$330,000			
W. Front St. Resurfacing- Telegraph to First			\$45,000	\$555,000			

**CITY OF MONROE
CAPITAL IMPROVEMENTS PROGRAM BUDGET
2016-2021 FUTURE PROJECT SUMMARY**

	W. Lorain St. Reconstruction- John Rolfe to Telegraph					\$360,000		
	W. Lorain St. Resurfacing- West end to John Rolfe					\$175,000		
	Godfroy Ave. Resurfacing-					\$75,000		
	Lemerand St. Resurfacing-					\$175,000		
	E. Grove St. Resurfacing- Macomb to East end					\$125,000		
	John L. Dr. Resurfacing- Full length					\$380,000		
	W. First St. Reconstruction- Harrison to Monroe					\$25,000	\$175,000	
	N. Custer Rd. Resurfacing- City limit to Bentley					\$30,000	\$370,000	
	Harrison St. Reconstruction- Fifth to Fourth						\$320,000	
	Arbor Ave. Resurfacing- Linwood to Orchard						\$325,000	
	S. Roessler St. Reconstruction- Fifth to south						\$70,000	
	Cranbrook Blvd. Reconstruction- Armitage to Payson						\$250,000	
	Sackett Ave. Resurfacing- Noble to Lorain						\$110,000	
	E. Fifth St. Resurfacing- Monroe to Scott						\$130,000	
	Telb St. Reconstruction- Harbor to Ternes						\$150,000	
	Jones Ave. Resurfacing- DPS Facility to LaPlaisance						\$50,000	\$550,000
	Parkwood Ave. Resurfacing- Hollywood to Maple							\$150,000
	Scottwood Ave Resurfacing- Hollywood to Maple							\$150,000
	St. Mary's Ave. Reconstruction- Vine to Noble							\$85,000
	W. Willow St. Resurfacing- Godfroy to Monroe							\$175,000
	E. Willow St. Resurfacing- Monroe to Tremont							\$125,000
	Palmwood Ave. Resurfacing- City line to Telegraph							\$150,000
	Village Green Ln. Reconstruction- Noble to Lorain							\$200,000
	W. Fifth St. Resurfacing- Smith to Monroe							\$175,000
	S. Macomb St. Resurfacing- Fourth to First							\$100,000
	E. Lorain St. Resurfacing/Recon.- Hollywood to Arbor							\$125,000
	E. Seventh St. Resurfacing- Monroe to Washington							\$60,000
	Toll St. Reconstruction- Lorain to Roessler							\$575,000
	SUB-TOTAL:	\$1,370,000	\$1,780,000	\$1,885,000	\$1,900,000	\$1,950,000	\$2,620,000	
<i>Infrastructure</i>	Sidewalk Replacement Program	\$160,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
	N. Monroe Street Streetscape - Elm to Willow	\$370,000						
	Custer Airport Taxi Lane Rehab	\$24,000	\$328,000					
	Storm Sewer Program	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	DPS Facility Roof Rehab	\$150,000						
	Sign Inventory Development	\$50,000						
	Alley Paving - Various Locations	\$20,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
	Custer Airport Access Road Rehabilitation			\$12,000	\$168,000			
	Custer Airport Runway 3 VASI Replacement						\$70,000	\$571,000
	SUB-TOTAL:	\$824,000	\$503,000	\$187,000	\$343,000	\$246,000	\$746,000	

**CITY OF MONROE
CAPITAL IMPROVEMENTS PROGRAM BUDGET
2016-2021 FUTURE PROJECT SUMMARY**

MMSC	Bounce Equipment	\$35,000					
	Rubber Flooring for Ice Arena Public Areas		\$30,000				
	Scoreboard Upgrades (New)			\$30,000			
	Compressor Room Pump Upgrades (Brine Pumps)			\$20,000			
	Rooftop HVAC Units Upgrade or Replacement				\$30,000		
	Ice Resurfacer (New)						\$100,000
	SUB-TOTAL:	\$35,000	\$30,000	\$50,000	\$30,000	\$100,000	\$0
Recreation/ Parks	Mark G. Worrell Memorial Trailway Resurfacing	\$100,000					
	Play Equipment Replacement- Veterans Park	\$75,000					
	Munson Park Parking Lot Design and Drainage Evaluation	\$50,000					
	Veterans Park Kayak & Canoe Launch	\$8,000					
	Munson Park Ball Diamond Parking Lot Resurfacing		\$100,000				
	Munson Park Rear Parking Lot Paving		\$75,000				
	Riverwalk Extension Soldiers and Sailors Park		\$75,000	\$750,000			
	Play Equipment Replacement- Arbor & Lorain		\$75,000				
	Mill Race Kayak and Canoe Launch		\$75,000				
	Aitusa Park Kayak and Canoe Launch (DDA)		\$225,000				
	Park Signage		\$25,000	\$25,000	\$20,000	\$25,000	
	Pre-cast Park Restrooms		\$55,000	\$55,000	\$55,000	\$220,000	
	Soldiers & Sailors Park Tennis Court Resurfacing				\$100,000		
	Play Equipment Replacement				\$80,000	\$150,000	\$75,000
	Cappuccilli Park Fishing Pier				\$250,000		
	Soldiers & Sailors Park Fishing Pier				\$250,000		
	Lawender Park Renovations and Repurposing					\$50,000	
	Riverwalk Extension- WWTP to Winchester					\$75,000	\$750,000
	Christancy Park Development, Playscape					\$250,000	
Munson Park Fence Replacement						\$25,000	
	SUB-TOTAL:	\$233,000	\$705,000	\$830,000	\$755,000	\$770,000	\$850,000
City Hall	North Side Retaining Wall	\$47,500					
	3rd Floor Archives Room		\$100,000				
	Restroom Rehabilitation (1st Floor)			\$100,000			
	SUB-TOTAL:	\$47,500	\$100,000	\$100,000	\$0	\$0	\$0
Public Safety	Public Safety Dept Facility Design/Construction	\$7,000,000					
	Advanced 12-Lead Cardiac Monitors	\$90,000					
	SUB-TOTAL:	\$7,090,000	\$0	\$0	\$0	\$0	\$0

CITY OF MONROE
CAPITAL IMPROVEMENTS PROGRAM BUDGET
2016-2021 FUTURE PROJECT SUMMARY

Wastewater	Sanitary Sewer System Rehab/Replacement	\$185,000	\$220,000	\$135,000	\$285,000	\$275,000
	Winchester Pump Station Rehab	\$130,000				
	Lavender South Pump Station Rehab	\$120,000				
	Dartmoor Pump Station Rehab	\$30,000				
	Septage Station Rehab	\$35,000				
	Ravenwood Pump Station Rehabilitation		\$130,000			
	Collection System Camera & Truck Replacement		\$225,000			
	Primary Tanks #3 & #4 Drive Replacement		\$60,000			
	Chlorine and Primary Building Roof Replacement		\$70,000			
	Lift Station Truck Replacement			\$100,000		
	Stony Pointe #4 Pump Station Rehabilitation			\$200,000		
	Collection System Vector Replacement			\$475,000		
	Stony Pointe #1 Pump Station Rehabilitation			\$150,000		
	Collection System Pole Barn Improvements				\$30,000	
	Transformer Replacement (T-3)				\$40,000	
	Final Effluent PH Adjustment System				\$15,000	
	Stony Pointe #2 and Keegan Pump Station Rehabilitation				\$275,000	
	Settled Waste Wet Well Room Repairs					\$150,000
	Mixed Liquor and Splitter Box Valve Replacement					\$200,000
	South Tunnel Drain Line					\$75,000
	SUB-TOTAL:	\$600,000	\$705,000	\$300,000	\$760,000	\$625,000
						\$700,000

CITY OF MONROE
CAPITAL IMPROVEMENTS PROGRAM BUDGET
2016-2021 FUTURE PROJECT SUMMARY

Water	Water Distribution Replacements/Rehab	\$935,000	\$1,172,920	\$1,363,000	\$1,004,680	\$1,167,560	\$1,131,200
<i>Distribution Division</i>	Ida Elevated Water Storage Tank Improvements	\$53,000					
	Excavator Replacement	\$80,000					
	Dump Truck Replacement				\$83,000		
	Excavator Replacement/Trailer					\$105,000	
	SUB-TOTAL:	\$1,068,000	\$1,172,920	\$1,363,000	\$1,087,680	\$1,272,560	\$1,131,200
<i>Filtration</i>	Water System SCADA Upgrade	\$65,000					
	East Remote Telemetry Radio System Replacement	\$25,000					
	Stand-By Power Generator Rehab/Replacement	\$75,000	\$75,000				
	South Custer Booster Station Upgrades- Phase II	\$85,000	\$150,000	\$25,000	\$50,000	\$125,000	\$125,000
	East Reservoir Crack Repair		\$25,000				
	West Reservoir Crack Repair			\$25,000			
	Clarification and Filtration Study			\$100,000			
	Raw Water Line Evaluation			\$50,000	\$50,000		
	H.S. Pump/Motor/Drive/Discharge Pipe Replacement				\$150,000	\$125,000	\$125,000
	SUB-TOTAL:	\$250,000	\$250,000	\$200,000	\$250,000	\$250,000	\$250,000
<i>Water Partnership</i>	PAP Pumps #5 and #6 Valve and Actuator Replacement	\$70,000					
	PAP Addition of Raw Water Pump	\$66,000	\$136,000				
	P.A.P. Motor and Variable Frequency Drive Upgrades			\$136,000	\$136,000	\$136,000	\$136,000
	SUB-TOTAL:	\$136,000	\$136,000	\$136,000	\$136,000	\$136,000	\$136,000
	Fiscal Year	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
	TOTAL:	\$11,703,600	\$5,531,920	\$5,051,000	\$5,261,680	\$5,348,560	\$6,433,200