
RULE OF THE CHAMBER

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

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

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

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

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

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

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

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 5, 2011
7:30 P.M.**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Mark Jagodzinski, General Manager of Lake Erie Transit, regarding the L.E.T. Millage Proposal.

Presentation by Barry LaRoy, Director of Utilities, regarding an update & information on issues related to recent rainstorms.

Presentation by Plante Moran of the 2011 Comprehensive Annual Financial Report and Audit.

V. 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 Monday, November 21, 2011 and minutes of the Work Session held on Tuesday, November 29, 2011.

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

242 Wastewater Department Centrifuge Ventilation System Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the furnishing and installing of the Centrifuge Ventilation System located at the Wastewater Treatment Plant (WWTP), and recommending that a purchase order in the amount of \$40,500 be awarded to Monroe Plumbing & Heating out of Monroe, MI and a total amount of \$44,500 be encumbered to include a 10% contingency, for the furnishing and installing of the Centrifuge Ventilation System within the sludge handling area in accordance with the bid specifications.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

- 243 Monroe County Convention & Tourism Bureau – Banner Request.
1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Convention & Tourism Bureau to display three over head banners across East Front Street, West First Street and Monroe Street from July 30 – August 13, 2012, announcing the 11th Annual River Raisin Jazz Festival on August 11 & 12, 2012, and recommending approval of the request.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 244 Monroe County Convention & Tourism Bureau – Banner Request.
1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Convention & Tourism Bureau to display three over head banners across East Front Street, West First Street and Monroe Street from August 20 – September 2, 2012, announcing the Annual River Raisin Labor Day Barbeque Festival on September 1, 2012, and recommending approval of the request.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 245 United Way of Monroe County Banner Request.
1. Communication from the City Manager's Office, reporting back on a request from the United Way of Monroe County for permission to display a banner across Monroe Street from September 10 – October 1, 2012, announcing their annual campaign, and recommending approval of the request.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 246 Monroe County Convention & Tourism Bureau – Banner Request.
1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Convention & Tourism Bureau to display three over head banners across East Front Street, West First Street and Monroe Street from September 24 – October 8, 2012, announcing Custer Week on October 1-7, 2012, and recommending approval of the request for banner placement across East Front and West First Streets because Monroe Street is not available for the time requested.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 247 6th Annual River Raisin Labor Day Festival.
1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Convention & Tourism Bureau for permission to hold the 6th Annual River Raisin Labor Day BBQ Festival on September 1, 2012, and to close East Front Street between Monroe & Macomb Street, West Front Street between Cass & Monroe Street, and Washington Street between East Front and East First Street on September 1, 2012 from 12 noon – 11:00 p.m., and recommending that Council approve the request for Saturday, September 1st, contingent upon items being met as outlined by the administration, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.

248 Port of Monroe Dock and Industrial Park Rail Line Grant Agreement Approval.

1. Communication from the Director of Engineering & Public Services, submitting a Federal grant agreement from the Federal Railroad Administration (FRA) to re-establish rail service to the Gerdau MacSteel property located on East Front Street to provide for new access to the VenTower property located on Borchert Park Drive and recommending that Council accept the attached FRA Grant Agreement and that the Director of Engineering & Public Services or his designee be authorized to sign the agreement on behalf of the City of Monroe, and execute any additional documentation necessary during the course of the grant term to fulfill our reporting requirements.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

249 North Dixie Highway Guardrail Installation Change Order.

1. Communication from the Director of Engineering & Public Services, submitting a change order to the North Dixie Highway guardrail installation near Spaulding Road, and recommending that Council award a change order to the 2010-11 Water Main Replacement Program, Group 1 to Salenbien Trucking & Excavating for the installation of 180 feet of guardrail with end terminals on North Dixie Highway in the amount of \$14,796, and that the Director of Engineering & Public Services be authorized to execute the change order on behalf of the City of Monroe.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

250 LETC Bus Service Proposal Millage Request.

1. Communication from the City Clerk/Treasurer, submitting a request from LETC to approve ballot language for a millage election, and recommending that the attached proposed ballot language be approved by Council and submitted to the Monroe County Election Commission for their approval and placement on the ballot at the August Presidential Primary to be held on Tuesday, August 7, 2012.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

251 Non-Union Employee Compensation.

1. Communication from the City Manager, submitting a request for Non-Union Employee Compensation, that in order to recognize the overall excellent performance, productivity and self-initiative of the division heads, department heads and the administrative assistant named on the list attached, to promote reasonable compensation-adjustment equity and to better ensure the retention of highly skilled professional and support staff, it is recommended and requested that Council approve a 2% wage increase for the personnel listed, effective January 1, 2012.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

VI. MAYOR'S COMMENTS.

VII. CITY MANAGER COMMUNICATION.

VIII. COUNCIL COMMENTS.

IX. CITIZEN COMMENTS

X. QUARTERLY CLOSED EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION.

XI. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE CENTRIFUGE VENTILATION SYSTEM –
WASTEWATER DEPARTMENT

DISCUSSION: The Wastewater Department received two (2) bids for the furnishing and installing of the Centrifuge Ventilation System to be located within the sludge handling area at the Wastewater Treatment Plant (WWTP). The low bidder meeting all bid specifications is from Monroe Plumbing & Heating out of Monroe, MI for \$40,500.00. Attached is bid tabulation for reference.

The Equipment Building at the WWTP includes numerous treatment processes along with sludge handling. Recently hydrogen sulfide (H₂S) fumes have become a problem within the sludge handling area, specifically while the centrifuges are running. WWTP staff has attempted several alternatives and options to stop the fumes from being emitted and or created through the various stages of treatment. The H₂S levels have been lowered, however not low enough. During a recent MIOSHA visit at the WWTP it was determined by the MIOSHA inspector that the H₂S short term exposure limit is being exceeded such that the WWTP will be receiving a citation soon. In the meantime, in an effort to maintain / improve air quality from exceeding exposure limits along with removing H₂S fumes, staff developed a ventilation system and specifications that will remove the H₂S fumes from the sludge handling area. The project has adequate funding budgeted.

IT IS RECOMMENDED that a purchase order in the amount of \$40,500.00 and a total amount of \$44,500.00 be encumbered to include a 10% contingency, be awarded to Monroe Plumbing & Heating out of Monroe, MI for the furnishing and installing of the Centrifuge Ventilation System within the sludge handling area in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

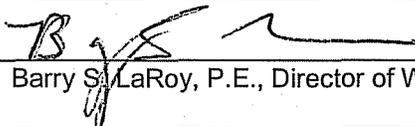
APPROVAL DEADLINE: December 14, 2011

REASON FOR DEADLINE: Bid is good for thirty (30) days.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:



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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater Department, Staff

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 44,500.00
Cost of This Project Approval	\$ 44,500.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Water System	59075527 977000 12Z13	\$ 10,000.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** November 28, 2011

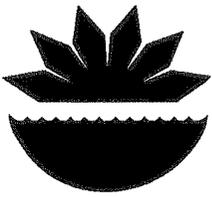
REVIEWED BY:

DATE:

COUNCIL MEETING DATE: December 5, 2011

**BIDS RECEIVED LIST FOR CENTRIFUGE VENTILATION SYSTEM
FOR THE WASTEWATER DEPARTMENT. BIDS DUE MONDAY,
NOVEMBER 14, 2011.**

	<u>BID AMOUNT</u>
MONROE PLUMBING & HEATING MONROE, MI	\$40,500* ←
SIEB PLUMBING & HEATING MONROE, MI	NO BID
PROCESS EQUIPMENT SOLUTIONS BAY CITY, MI	NO BID
MONROE ENVIRONMENTAL MONROE, MI	\$50,600
APPLIED INDUSTRIAL TOLEDO, OH	NO BID
OHIO AIR SYSTEMS, INC. SYLVANIA, OH	NO BID
I.E. MARROW CO. KALAMAZOO, MI	NO BID
EXFIL LIVONIA, MI	NO BID
HAMLETT ENVIRONMENTAL HOWELL, MI	NO BID



CITY COUNCIL AGENDA FACT SHEET

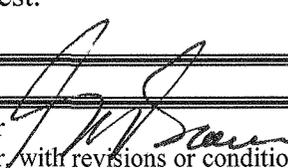
RELATING TO: REQUEST FROM THE MONROE COUNTY CONVENTION AND TOURISM BUREAU FOR PERMISSION TO DISPLAY THREE OVERHEAD BANNERS ANNOUNCING THE 11TH ANNUAL RIVER RAISIN JAZZ FESTIVAL ON AUGUST 11 & 12, 2012

DISCUSSION: The City received a request from the Monroe County Convention & Tourism Bureau for permission to display three banners across East Front Street, West First Street and Monroe Street from July 30 – August 13, 2012, announcing the 11th Annual River Raisin Jazz Festival on August 11 & 12, 2012.

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

Manager: The City Manager recommends approval of this request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project \$

Cost of This Project Approval \$

Related Annual Operating Cost \$

Increased Revenue Expected/Year \$

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 11/22/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 12/5/11



CITY OF MONROE, MICHIGAN BANNER APPLICATION

Name of Applicant John Patteron
 Name of Organization Monroe County Convention & Tourism Bureau
 Applicant's Affiliation with Organization Pres/CEO
 Applicant's Home Address 101 W. Front St
 Mailing Address (if different) _____
 Day Phone 734.457.1070 Evening Phone 734.457.1095

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

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

E. Front St. Dates Requested July 30 - August 13, 2012
 W. First St. * 11th Annual River Raisin JAZZ FESTIVAL *
 Monroe St.

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

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

No. of Banners: _____ Monroe St. (42) Spring (March-May)
 _____ Elm Ave. (8) Summer (June-Aug.)
 _____ First St. (8) Fall (Sept.-Nov.)
 _____ Macomb St. (8) Winter (Dec.-Feb.)

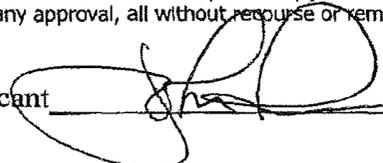
Company Fabricating Banners: FAGS SALES & SERVICE

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

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

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

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

Applicant 

Date 11.1.11

DYER BASIN ARTISTE



CITY COUNCIL AGENDA FACT SHEET

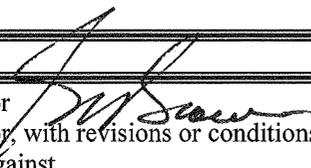
RELATING TO: REQUEST FROM THE MONROE COUNTY TOURISM BUREAU FOR PERMISSION TO DISPLAY THREE OVERHEAD BANNERS ANNOUNCING THE ANNUAL RIVER RAISIN LABOR DAY BARBEQUE FESTIVAL ON SEPTEMBER 1, 2012

DISCUSSION: The City received a request from the Monroe County Convention & Tourism Bureau for permission to display three banners across East Front Street, West First Street and Monroe Street from August 20 – September 2, 2012, announcing the Labor Day Barbeque Festival on September 1, 2012.

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

Manager: The City Manager recommends approval of this request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project \$

Cost of This Project Approval \$

Related Annual Operating Cost \$

Increased Revenue Expected/Year \$

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 11/22/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 12/5/11



CITY OF MONROE, MICHIGAN BANNER APPLICATION

Name of Applicant John Patterson
 Name of Organization Monroe County Convention & Tourism Bureau
 Applicant's Affiliation with Organization Pres/CEO
 Applicant's Home Address 101 W. Front St.
 Mailing Address (if different) _____
 Day Phone 734.457.1030 Evening Phone 734.457.1098

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

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

E. Front St. Dates Requested August 20 - September 3, 2012
 W. First St. X 6th Annual River Raisin Labor Day BBQ FESTIVAL
 Monroe St.

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

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

No. of Banners: _____ Monroe St. (42) Spring (March-May)
 _____ Elm Ave. (8) Summer (June-Aug.)
 _____ First St. (8) Fall (Sept.-Nov.)
 _____ Macomb St. (8) Winter (Dec.-Feb.)

Company Fabricating Banners: FLAG SALES & SERVICE

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

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

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

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

Applicant [Signature]

Date 11.1.11

RIVER RAHSIN LEBOR BO



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE UNITED WAY OF MONROE COUNTY FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM SEPTEMBER 10 – OCTOBER 1, 2012

DISCUSSION:

The City received a request from the United Way of Monroe County for permission to display a banner. Specifically the request is to display a banner across Monroe Street from September 10 – October 1, 2012, announcing their annual campaign.

The request was reviewed by the administration and there were no objections. After Council approval, advance notification will be sent to MDOT.

The staff therefore, recommends that the request be approved.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: D.P.S./Engineering, and Manager

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 11/22/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 12/5/11



CITY OF MONROE, MICHIGAN BANNER APPLICATION

Name of Applicant Connie L. Carroll
 Name of Organization United Way of Monroe County
 Applicant's Affiliation with Organization Executive Director
 Applicant's Home Address 2617 Edgewater 48162
 Mailing Address (if different) 216 N. Monroe Monroe 48162
 Day Phone 734-242-1331 Evening Phone 734-289-4126

Type of Banner Overhead Banner (\$150)

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

3 E. Front St. Dates Requested September 10 - October 1, 2012
2 W. First St.
1 Monroe St.

Type of Banner Vertical Pole Banner (\$25/banner)

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

No. of Banners: _____	Monroe St. (42)	<input type="radio"/> Spring (March-May)
_____	Elm Ave. (8)	<input type="radio"/> Summer (June-Aug.)
_____	First St. (8)	<input type="radio"/> Fall (Sept.-Nov.)
_____	Macomb St. (8)	<input type="radio"/> Winter (Dec.-Feb.)

Company Fabricating Banners: _____

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

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

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

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

Applicant Connie L. Carroll

Date October 1, 2011

OCT 01 2011
[Signature]

**UNITED WAY
OF MONROE COUNTY**

**ANNUAL
CAMPAIGN**

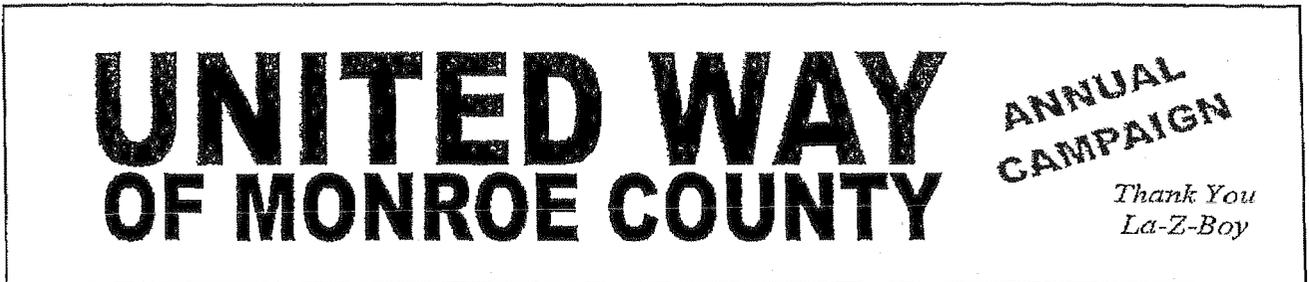
*Thank You
La-Z-Boy*

conditions or limitations on any banner(s) which may be approved, or may at any time alter, amend, modify, rescind or revoke any approval, all without recourse or remedy by the Applicant, or liability of the City.

Applicant Carmel Randall

Date October 1, 2011

This is the same banner we have used for several years on the Monroe St. site. It reaches across all four lanes of traffic and is constructed with netting that allows for wind flow.





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE COUNTY CONVENTION AND TOURISM BUREAU FOR PERMISSION TO DISPLAY THREE OVERHEAD BANNERS ANNOUNCING THE 14TH ANNUAL CUSTER WEEK ON OCTOBER 1-7, 2012

DISCUSSION: The City received a request from the Monroe County Convention & Tourism Bureau for permission to display three banners across East Front Street, West First Street and Monroe Street from September 24 – October 8, 2012, announcing Custer Week on October 1-7, 2012.

The request has been sent to the various departments for their review. The Engineering Department has indicated that they do not have any objections to the request. **However, Monroe Street is not available for the time requested.**

Manager: The City Manager recommends approval of this request for banner placement across **East Front and West First Streets.**

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 11/22/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 12/5/11



CITY OF MONROE, MICHIGAN BANNER APPLICATION

Name of Applicant John Patterson
 Name of Organization Monroe County Convention & Tourism Bureau
 Applicant's Affiliation with Organization Pres / CEO
 Applicant's Home Address 101 W. Front St.
 Mailing Address (if different) _____
 Day Phone 734.457.1030 Evening Phone 734.457.1097

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

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

E. Front St. Dates Requested September 24 - October 8, 2012
 W. First St. * 14th Annual Custer Week
 Monroe St.

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

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

No. of Banners: _____ Monroe St. (42) o Spring (March-May)
 _____ Elm Ave. (8) o Summer (June-Aug.)
 _____ First St. (8) o Fall (Sept.-Nov.)
 _____ Macomb St. (8) o Winter (Dec.-Feb.)

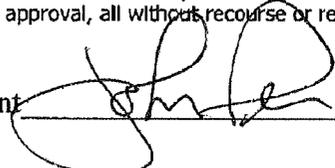
Company Fabricating Banners: FLAGS SALES & SERVICE

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

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

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

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

Applicant 

Date 11.1.11

CUSTOMER



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE COUNTY CONVENTION & TOURISM BUREAU FOR PERMISSION TO HOLD THE 6TH ANNUAL RIVER RAISIN LABOR DAY FESTIVAL ON SEPTEMBER 1, 2012

DISCUSSION: The City received a request from the Monroe County Convention & Tourism Bureau for permission to hold the 6th annual River Raisin Labor Day BBQ Festival on September 1, 2012 and to close the affected streets. Specifically the request is to close East Front between Monroe & Macomb Street, West Front Street between Cass & Monroe Street, and Washington Street between East Front and East First Street on September 1st from 12 noon – 11:00 p.m.,

The event is a family type affair with local restaurants serving BBQ items. The event's entertainment includes music and horse drawn carriage rides.

The request was reviewed by the administrative staff and there were no objections to the request subject to emergency vehicle access being maintained, inspection of tents prior to event opening by the Fire Department (contact FD for inspection), and that insurance requirements are met. Also, if there is any special electrical equipment it will have to be approved by the electrical inspector.

The additional street closure of Washington Street between First and Front Streets will make the area much safer for pedestrians attending this event. Police Department estimate to staff event with an officer is \$434.61.

The Department of Public Services reports that while theoretically the department could place barricades during straight time on Friday and pick up on straight time on Tuesday; past experience indicates that same day support is desirable due to the amount of disruption to adjacent area. DPS estimate to staff the event is expected to be in the \$400-\$500 range. Applicant will be charged full rate for use of portable stage.

This event is identified in the City's Special Event Fee Waiver Policy and the City Manager is given authority to make a final decision on fees and/or cost sharing.

Therefore, it is recommended, that City Council approve the request for Saturday, September 1st, contingent upon items being met as outlined by the administration, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: DPS and Police

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: 11/29/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 12/5/11



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

November 9, 2011

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

The Monroe County Convention & Tourism Bureau would like to request the following dates, with permission to hold the following long standing events in the City of Monroe, Downtown Monroe and St. Mary's Park, etc. and that all fees be waived for the Calendar Year 2012:

July 2 – 4, 2012 – The 14th Annual River Raisin Independence Festival & 6th Annual Freedom Walk

August 9 - 12, 2012 – The 11th Annual River Raisin Jazz Festival

September 1, 2012 – The 6th Anniversary River Raisin Labor Day Bar-B-Q Festival & Labor Walk

October 1 - 7, 2012 – The 14th Annual Custer Week Celebration & Custer Run

October 27, 2012 – The 9th Annual River Raisin Halloween Festival

Thank you for your support of the Monroe County Convention & Tourism Bureau and the line-up of 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 and creating economic impact for our businesses! In the interest of our community I remain

Sincerely yours,

John Patterson
President/CEO
Monroe County Convention & Tourism Bureau

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

Name of Applicant (Organization): Monroe County Convention & Tourism Bureau

Contact Person: John Patterson

Address: 101 W. Front St.

Phone: 734.457.1030 **Fax:** 734.457.1097

Dates Requested: SEPTEMBER 1, 2012

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): East Front St. / Macomb St to W. Front St.

PROPERTY OWNER INFORMATION To W. Front (The Point)

Name: _____

Address: _____

Phone: _____ **Fax:** _____

EVENT DESCRIPTION:

FREE MUSIC FESTIVAL & BBQ
* 6th Anniversary River Raisin Labor Day BBQ FESTIVAL

TYPE OF BUSINESS ON SITE: FREE MUSIC FESTIVAL (DIVERSE)

* Request WAIVE FEES

Application Fee	\$ 150.00
\$20.00 wk	\$
Total Fee	\$

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

OWNER: John Patterson

DATE: 11.1.11

APPLICANT: [Signature]

DATE: 11.1.11

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
CC: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe
Date: November 14, 2011
Re: **Staff Study –2012 River Raisin Labor Day BBQ**

EVENT DETAILS:

The "Monroe County Convention & Tourism Bureau" is once again requesting to have a Downtown BBQ on Saturday, September 1, 2012 from 12:00 pm -11:00 pm. The event is a family type affair with local restaurants serving BBQ specialties. Entertainment will include some bands that will play on a stage that will be set up on East Front Street at Washington Street. I noticed that Mr. Patterson did not put a time that the event would run, but last year's event ran from 12:00 pm – 11:00 pm, and the three previous events ran from 12:00 pm – 10:00 pm. I'm assuming that this event will also run from 12:00 pm – 11:00 pm.

STREET CLOSURES:

The organizers have requested the closure of East Front Street between (South Monroe Street and South Macomb Street) but not West Front Street between Cass and South Monroe Streets.

This year's application also does not include a request to close Washington Street from East First Street to East Front Street, which will make the area safer for pedestrians. This may be just an oversight on Mr. John Patterson's part. Hopefully, he amends his request to include the closing of the 0–100 block of Washington Street, between East Front Street and East First Street.

EVENT HISTORY:

This is the sixth annual event. The past events have gone well and were sparsely attended the first few years but attendance increased significantly the last couple of years. The original events were concentrated near Loranger Square, however for the past three years; the stage was moved a block north to Washington Street and East Front Street, which allows for bigger crowds and better acoustics.

RECOMMENDATIONS:

This event's turnout is largely dependent on the weather. The potential for a large crowd, with the mentioned street closures, in my opinion necessitates a dedicated officer be assigned to the event. The officer can assure that the street closures are not compromised; address any police related issues that may arise at the event, as well as provide a PR benefit. The cost to staff this event with an officer for the duration would be approximately \$434.61.

I would recommend that contact should be made with Mr. Patterson to see if he intends to amend his application with a request to close Washington Street between East First Street and East Front Street, as well as a closure of West Front Street between Cass Street and South Monroe Street.

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

Please contact me for any additional questions and/or clarifications regarding this event.

EVENT COORDINATOR: John Patterson 457-1030



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PORT OF MONROE DOCK AND INDUSTRIAL PARK RAIL LINE GRANT AGREEMENT APPROVAL

DISCUSSION: The Port of Monroe has been working with the Federal Railroad Administration (FRA) for over a year on securing a \$500,000 Federal grant to re-establish rail service to the Gerdau MacSteel property located on East Front Street and to provide for new access to the VenTower property located on Borchert Park Drive. This work necessitates installation of a new switch on the jointly operated Canadian National (CN) / Norfolk Southern (NS) main line track presently serving the Port area and DTE Energy Monroe Power Plant, and construction of spur track lines to serve the MacSteel and VenTower properties. Construction on the switch and adjacent to the main line track will be performed by force account from both CN and NS, and bids will be taken for the new track work and other work not performed directly by the railroads. Johnson & Anderson, Inc., the long-time consulting engineering firm for the Port of Monroe, will perform the construction administration and inspection on behalf of the Port, who will own the improvements once they have been completed. The full scope of work and further details are described in an attachment to the grant documents, which are in turn included with this Fact Sheet.

It has been determined that the City of Monroe must act as the official recipient of the grant, though in nearly all aspects it will be administered by the Port of Monroe and its agent, Johnson & Anderson, Inc. There will likely be involvement from time to time by the Finance Director and Director of Engineering and Public Services, as reimbursement requests will need to be processed by the City staff, and any formal acceptance or approval must come from the City directly as the recipient, rather than the Port of Monroe. The Director of Economic and Community Development has also been intimately involved with the preparation of this grant, and is expected to play a role in its ultimate completion as well. The grant terms require a minimum of a ten percent (10%) local match, and this amount is \$55,556.00 (based on a total grant of \$555,556 including the \$500,000 FRA funding). VenTower has already entered into a formal agreement with the Port of Monroe that pledges to provide this match, and therefore there will be no cost to the City or the Port by the acceptance of this grant.

Two items are included in the agreement that should be noted in particular are General Provisions, Attachment 2, Section 3 (Ethics) and Section 10 (Flood Hazards). Since the City has an Ethics ordinance, it is believed that the City and Port already essentially comply with the terms of this section, but it should be noted that if any of the provisions of the grant are more strict or specific, we must comply with the letter of this section. Section 10 seems to imply that Flood Insurance must be obtained for the improvements. However, since there are no structures to be constructed as a part of the grant, this requirement does not apply to this project.

IT IS RECOMMENDED that the City Council accept the attached FRA Grant Agreement and that the Director of Engineering and Public Services or his designee be authorized to sign the agreement on behalf of the City of Monroe, and execute any additional documentation necessary during the course of the grant term to fulfill our reporting requirements.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Incurring of project costs can commence immediately upon formal grant execution, all work should be completed by June 2012.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Port of Monroe, Gerdau MacSteel, VenTower, Department of Engineering and Public Services, Finance Department, Department of Economic and Community Development

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$555,556.00
	Cost of This Project Approval	\$555,556.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>		
	Federal Railroad Administration (FRA) grant		\$500,000.00
	VenTower (dba Great Lakes Towers, LLC)		\$55,556.00

Budget Approval: _____

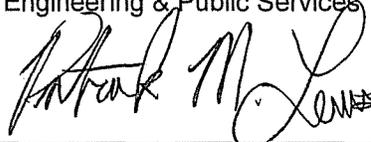
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services

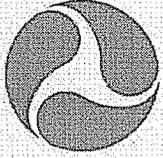
DATE: 11/30/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: December 5, 2011





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

Grant/Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS The City of Monroe 120 E 1st St Monroe, MI 48161-2288		2. AGREEMENT NUMBER: FR-LRI-0032-12-01-00	3. AMENDMENT NO. 0	
		4. PROJECT PERFORMANCE PERIOD:	FROM 11/15/2011	TO 07/31/2012
		5. FEDERAL FUNDING PERIOD:	FROM 11/15/2011	TO 07/31/2012
1A. IRS/VENDOR NO. 38-6004638	6. ACTION New			
1B. DUNS NO. 068098755				
7. CFDA#: 20.320	9. TOTAL OF PREVIOUS AGREEMENT AND ALL AMENDMENTS			0.00
8. PROJECT TITLE Port of Monroe Dock and Industrial Park, Monroe County, MI		10. AMOUNT OF THIS AGREEMENT OR AMENDMENT		
		500,000.00		
		11. TOTAL AGREEMENT AMOUNT		
		500,000.00		
12. INCORPORATED ATTACHMENTS THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF: Special Provisions, Attachment 1; General Provisions, Attachment 2; Statement of Work, Attachment 3 Quarterly Progress Report, Attachment 4				
13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010, Public Law 111-117 (December 16, 2009)				
14. REMARKS				
GRANTEE ACCEPTANCE			AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL			17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL			16A. DATE	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL
				18A. DATE
AGENCY USE ONLY				
19. OBJECT CLASS CODE: 41010			20. ORGANIZATION CODE: 9013000000	
21. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FR-LRI-0032-12-01-00	27X0716000	2012	8801B72A00	500,000.00

Special Provisions, Attachment 1

1. Identification of Awarding Agency and Grantee:

The Grantee and the Administrator of the FRA, acting by delegation from the Secretary of Transportation, have entered into this Grant Agreement ("Agreement") to conduct and fund this project, as more specifically set forth in the Statement of Work, Attachment 3, attached hereto and made a part hereof ("the Project").

2. Scope:

The Grantee shall furnish all personnel, facilities, equipment, and other materials and services (except as otherwise specified herein) necessary to perform the approved Project, as set forth in the Statement of Work (Attachment 3), and in accordance with the representations, certifications and assurances set forth in the Grantee's application(s), and any amendments thereto ("Application"), incorporated herein by reference and made a part hereof.

3. Awarding Agency Participation:

The FRA will provide, on an "as available" basis, one professional staff person, to be designated as the Grant Manager, to review work or work products in progress, and arrange for the review of the Project results upon completion. If this award is made as a cooperative agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate in Project activities.

4. Term:

Unless sooner terminated in accordance with its terms, this Agreement shall be valid for the period described in Section 4 of the Grant/Cooperative Agreement. This time frame includes the period for both completion of the Project, and completion and submission of a final report on Project results, as described in Section 11 and/or other deliverables as agreed to between the parties.

5. Total Project Cost; Cost-Sharing Responsibility:

- a. The total estimated cost of the Project is \$555,556.00.
- b. FRA funding assistance is limited to 90% of the estimated cost for completing the Project or \$500,000.00, whichever is less. Costs for completing the Project in excess of the amounts set forth in this section will be the responsibility of the Grantee.
- c. Grantee funding assistance shall not be less than 10% of the total cost of the Project. Consequently, of the amount specified in subparagraph (a) of this section, Grantee funding is not to be less than \$55,556.00. The Grantee may provide its funding assistance under this subsection from permissible non-Grantee sources.
- d. When requesting payment, the Grantee must identify: (1) the total amount of costs; (2) Grantee funding assistance applied to the Project; and (3) the balance of Federal assistance dollars requested for payment.
- e. Funding responsibility for the Project under this Agreement is recapped as follows:

FRA Funding Assistance	+	Grantee Cash Contribution	+	Grantee In-Kind Contribution Total	=	Total Project Funding
\$500,000.00	+	\$55,556.00	+	\$0	=	\$555,556.00

f. In accordance with Attachment 2, Sections 7c.(5) and d.(1) herein, FRA hereby authorizes the incurrence of pre-agreement costs by the Grantee on or after May 1, 2010, in anticipation of Agreement award, but such costs are allowable only to the extent that they are otherwise allowable under the terms of this Agreement.

6. Program Income:

a. The Grantee is encouraged to earn income to defray Project costs. Unless prohibited by 49 C.F.R. Part 18.25 or 49 C.F.R. Part 19.24, as applicable, or otherwise agreed to in writing to by FRA and the Grantee, any program income derived from the Project shall be committed under this Agreement to further eligible objectives of the Project.

b. Program income shall be proportionally deducted from Project outlays, which shall include both the Federal and non-Federal shares of Project costs, as applicable.

7. Payment Method:

Payment of FRA funding through FRA's Office of Financial Services, shall be made on a reimbursable basis whereby the Grantee will be reimbursed, after the submission of proper invoices, for actual expenses incurred.

The Grantee will use the Automated Clearing House (ACH) Electronic Vendor Payment method for transfer of reimbursed funds and submit an SF 270 form.

Unless directed otherwise, requests for payment shall be made via email to 9-AMC-AMZ-FRA-INVOICES@FAA.GOV or by mail to:

MMAC/DOT/FRA
 AMZ-150, Accounts Payable
 P.O. Box 268943
 Oklahoma City, OK 73126

Or via Federal Express to:

MMAC/DOT/FRA
 AMZ-150, Accounts Payable
 HQ Bldg, Rm 272-F
 6500 S MacArthur Blvd
 Oklahoma City, OK 73169

8. Reports, Presentations and Other Deliverables:

Whether for technical examination, administrative review, or publication, all submittals shall be of a professional quality and suitable for their intended purpose.

9. Progress Reports:

Four quarterly progress reports following the form of Attachment 4 shall be submitted for periods: January 1- March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Grantee shall furnish one (1) copy to the Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- a) Relate the state of completion of items in the Statement of Work to expenditures of the relevant budget elements.
- b) An account of significant progress (findings, events, trends, etc.) made during the reporting period.
- c) A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in the Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FRA, or a statement that no problems were encountered.
- d) An outline of work and activities planned for the next reporting period.

10. Quarterly Federal Financial Report:

The Grantee shall furnish one (1) copy of a quarterly financial status report to the Grant Manager, and one (1) copy to the Administrative Officer, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Grantee shall use SF-425, Federal Financial Report, in accordance with the instructions accompanying the form, to report all transactions, including Federal cash, Federal expenditures and unobligated balance, recipient share, and program income.

11. Interim and/or Final Report(s):

If required, interim reports will be due at intervals specified in the Statement of Work. Within 90 days of the Project completion date or termination by FRA, the Grantee shall furnish one (1) hard copy and one (1) reproducible master original to the Grant Manager, and one (1) hard copy to the FRA Administrative Officer of a Summary Project Report. A final version of this report, detailing the results and benefits of the Grantee's improvement efforts, shall be furnished by the expiration date of this Agreement.

12. Administrative Responsibility:

Jennifer Capps, Office of Financial Management, is designated as FRA's Administrative Officer for this Project. All FRA administrative duties under this Agreement are to be performed by the Administrative Officer, unless otherwise specified.

13. Grant Manager:

a. Andrew Peternith, Office of Railroad Policy and Development, is designated as FRA's Grant Manager. The Grant Manager will oversee the technical administration of this Agreement and act as technical liaison with the Grantee. The Grant Manager is not authorized to change the Statement of

Work or specifications as stated in this Agreement, to make any commitments or otherwise obligate the FRA, or authorize any changes which affect this Agreement's monetary amount, the delivery schedule, period of performance or other terms or conditions.

b. The FRA official authorized to sign this Agreement is the only individual who can legally commit or obligate FRA for the expenditure of public funds. The technical administration of this Agreement shall not be construed to authorize the revision of the terms and conditions of this Agreement.

14. Delivery/Mailing Addresses:

Unless directed otherwise, all deliverables and copies of reports required to be delivered to the Grant Manager under this Agreement shall be delivered F.O.B. destination, under transmittal letter, to:

Federal Railroad Administration
 Office of Railroad Policy and Development
 1200 New Jersey Avenue, SE (Mail Stop 20)
 Washington, DC 20590
 ATTN: Andrew Peternith

Unless directed otherwise, all deliverables and copies of reports required to be delivered to the Administrative Officer under this Agreement shall be delivered F.O.B. destination, under transmittal letter, to:

Federal Railroad Administration
 Office of Financial Management
 1200 New Jersey Avenue, SE (Mail Stop 45)
 Washington, DC 20590
 ATTN: Jennifer Capps

15. Governing Regulations:

The Grantee acknowledges that its performance shall be governed by and in compliance with the following Administrative and Cost Principles:

For State, Local and/or Tribal Governmental Entities:

- 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
- OMB Circular A-87, "Cost Principles for State and Local Governments," as amended.

For non-profit and for-profit:

- 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (applies to non-profit and for-profit organizations)
- OMB Circular A- 21, "Cost Principles for Educational Institutions" (applies to educational institutions)
- OMB Circular A-122, "Cost Principles for Nonprofit Organizations" (applies to private non-profit organizations)
- Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" (applies to for-profit organizations).

These identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

16. Buy American:

The Grantee agrees that no funds may be expended in contravention of provisions of the Buy American Act (41 U.S.C. §§ 10a-c), as required by Section 412 of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of Public Law 111-117 (December 16, 2009)). As required by Section 413 of the appropriations act, the Grantee represents that it has never been convicted of violating the Buy American Act, and agrees that it will not make funding received under the appropriations act available to any person or entity that has been convicted of violating the Buy American Act.

General Provisions, Attachment 2

1. Definitions. As used in this Agreement:

- a. **Agreement** means this Grant Agreement or Cooperative Agreement, including all attachments.
- b. **Application** means the signed and dated proposal by or on behalf of the Grantee, as may be amended, for Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents heretofore filed with and accepted or approved by FRA.
- c. **Approved Project Budget** means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project, the items to be deducted from such total in order to calculate the estimated net Project cost, the maximum amount of Federal assistance for which the Grantee is currently eligible, the specific items (including contingencies specified) for which the total may be spent, and the estimated cost of each of such items. The term "Approved Project Budget" also includes "Financial Plan" as used in 49 C.F.R. Part 19.
- d. **Awarding Agency** means (1) with respect to a grant, the Federal agency, and (2) with respect to a subgrant, the party that awarded the subgrant. In the case of a Federal Agency, the term "Awarding Agency" also includes "Federal Awarding Agency" as used in 49 C.F.R. Part 19.
- e. **Federal Railroad Administration** is an operating administration of the U.S. Department of Transportation.
- f. **Federal Government** means the United States of America and any executive department or agency thereof.
- g. **Grantee** means any entity that receives Federal grant assistance directly from FRA for the accomplishment of the Project.
- h. **Project** means the task or set of tasks set forth in the approved Application which the Grantee carries out pursuant to this Agreement, as set forth in the Statement of Work (Attachment 3).
- i. **Subgrantee** means any entity that receives FRA assistance from an FRA Grantee, rather than from FRA directly. The term "subgrantee" does not include "third party contractor."
- j. **U.S. DOT** means the U.S. Department of Transportation, including its operating administrations.

2. Accomplishment of the Project:

a. General Requirements:

The Grantee agrees to carry out the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, grant guidance, the Application, the Approved Project Budget, the Statement of Work, Project schedules, and all applicable laws, regulations, and published policies. This includes, but is not limited to the following, as applicable:

- 1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to Projects with governmental bodies.
- 2) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19, applies to Projects with institutions of higher education and private nonprofit organizations. 49 C.F.R. Part 19 also applies to grants and cooperative agreements with private for-profit organizations.

b. Application of Federal, State, and Local Laws and Regulations.

- 1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices to this Agreement on the date the Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Grantee agrees to include in all sub-assistance agreements and third party contracts financed with FRA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.
- 2) State or Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable State or territorial law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project as soon as possible.

c. **Funds of the Grantee.** Unless approved otherwise by FRA, the Grantee agrees to complete all actions necessary to provide the matching contributory funds or cost share of the Project costs, if applicable, at or before the time that such funds are needed to meet Project expenses.

d. **Changed Conditions of Performance (Including Litigation).** The Grantee agrees to notify FRA immediately of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to notify FRA immediately of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform FRA; this proviso applies to any type of litigation whatsoever, in any forum.

e. No FRA Obligations to Third Parties. Absent FRA's express written consent, and notwithstanding any concurrence by FRA in or approval of the award of any contract of the Grantee (third party contract) or subcontract of the Grantee (third party subcontract) or the solicitation thereof, FRA shall not be subject to any obligations or liabilities to third party contractors or third party subcontractors or any other person not a party to this Agreement in connection with the performance of the Project.

3. Ethics:

a. Standards of Conduct. The Grantee agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors or subgrantees. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by contractors or subgrantees or their agents.

1) **Personal Conflict of Interest.** The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a) The employee, officer, board member, or agent;
- b) Any member of his or her immediate family;
- c) His or her partner; or
- d) An organization that employs, or is about to employ, any of the above.

2) **Organizational Conflicts of Interest.** The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

b. Existing Provisions. This section does not require the Grantee to implement a new code or standards of conduct where a State statute, or written code or standards of conduct, already effectively covers all of the elements of a.

4. Approved Project Budget:

The Grantee agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the Grantee shall secure prior to being reimbursed under this Agreement. If the Approved Project Budget is included in this Agreement as Attachment 3, execution of the Agreement shall constitute such written approval. The Grantee agrees to obtain the prior written approval of FRA's Associate Administrator for Railroad Development or the Associate Administrator for Railroad Safety, as applicable, for any revisions to the Approved Project Budget that equal or exceed 10 percent any line item or pertain to a line item involving contingency or miscellaneous costs. For revisions to the Approved Project Budget that are less than 10 percent of any line item, and do not involve contingency or miscellaneous costs, the Grantee agrees to notify FRA of the revisions to the

Approved Project Budget. Any revisions to the Approved Project Budget must not affect total project costs or the respective cost-sharing responsibilities set forth in Attachment 1, Section 5.

5. Accounting Records:

a. **Project Accounts.** The Grantee agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable.

b. **Funds Received or Made Available for the Project.** Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.21, as amended, whichever is applicable, the Grantee agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FRA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Grantee is encouraged to use financial institutions owned at least 50 percent by minority group members.

c. **Documentation of Project Costs and Program Income.** All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee also agrees to maintain accurate records of all Program Income derived from Project implementation.

d. **Checks, Orders, and Vouchers.** The Grantee agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

6. Record Retention:

a. **Submission of Proceedings, Contracts and Other Documents.** During the course of the Project and for three years thereafter, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. Reporting and record-keeping requirements are set forth in-

- 1) 49 C.F.R. Part 18 for governmental Grantees; and
- 2) 49 C.F.R. Part 19 for private non-profit and for-profit Grantees.

Project closeout does not alter these requirements.

b. Audit and Inspection.

1) General Audit Requirements. A Grantee that is:

- a) a State, local government or Indian tribal government agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto.
- b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto.
- c) a private for-profit organization agrees to comply with the audit

requirements of OMB Circular A-133.

The Grantee agrees to obtain any other audits required by FRA. Project closeout will not alter the Grantee's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

2) Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors pertaining to the Project. The Grantee agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

7. Payments:

a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal share of allowable costs shall be made to FRA at the address shown in Section 7 of Attachment 1, Special Provisions, and will be acted upon by FRA as set forth in this section. Each payment made to the Grantee must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31C.F.R. Part 205. To receive a Federal assistance payment, the Grantee must:

1). Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments; to cover all costs to be incurred under the Project to date. A Grantee required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:

a) to refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and

b) to refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FRA.

2) Have submitted to FRA all financial and progress reports required to date under this Agreement; and

3) Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

b. Payment by FRA.

1) Reimbursement Payment by FRA. FRA uses the reimbursement method, whereby the Grantee agrees to:

a. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FRA; and

b. Complete and submit Standard Form 270, "Request for Advance or Reimbursement," to FRA.

2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, or if requested by the Grantee, by issuance of a treasury check (allow 30 day processing time for issuance of check), provided the Grantee: (i) is complying with its obligations under this Agreement, (ii) has satisfied FRA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of FRA's share of the total Project funding.

3) Other Payment Information.

a. The Grantee agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FRA" requirements of this Agreement.

b. If the Grantee fails to adhere to the foregoing "Payment by FRA" requirements of this Agreement, FRA may revoke the portion of the Grantee's funds that has not been expended.

c. **Allowable Costs.** The Grantee's expenditures will be reimbursed only if they meet all requirements set forth below:

1) Conform with the Project description, the Statement of Work, and the Approved Project Budget and all other terms of this Agreement;

2) Be necessary in order to accomplish the Project;

3) Be reasonable for the goods or services purchased;

4) Be actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

5) Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FRA to the contrary is received in writing;

6) Unless permitted otherwise by Federal status or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:

a. For Grantees that are governmental organizations, the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply;

b. For Grantees that are institutions of higher education, the standards of OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply;

c. For Grantees that are private nonprofit organizations, the standards of OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply; and

d. For Grantees that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.

7) Be satisfactorily documented; and

8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subgrantees and contractors.

d. Disallowed Costs. In determining the amount of Federal assistance FRA will provide, FRA will exclude:

- 1) Any Project costs incurred by the Grantee before the obligation date of this Agreement, or amendment or modification thereof, whichever is later, unless specifically allowed by this Agreement, otherwise permitted by Federal law or regulation, or unless an authorized representative of FRA states in writing to the contrary;
- 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
- 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under the "Payment by FRA," part of this Agreement does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal funds requested, FRA will notify the Grantee stating the reasons therefore. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA, bond interest and other financing costs are allowable.

f. Requirement to Remit Interest. The Grantee agrees that:

- 1) Any interest earned by the Grantee on FRA funds must be remitted to FRA, except as provided by 31 U.S.C. § 6503, or the Indian Self-Determination Act, 25 U.S.C. § 450 et seq., and any regulations thereunder that may be issued by the U.S. Secretary of the Treasury.
- 2) Irrespective of whether the Grantee has deposited funds in an interest-bearing account, the Grantee agrees to pay to FRA interest on any FRA funds that the Grantee has drawn down and failed to spend for eligible Project activities. Unless waived by FRA, interest will be calculated at rates imposed by the U.S. Secretary of the Treasury beginning on the fourth day after the funds were deposited in the Grantee's bank or other financial depository. This requirement does not apply to any Grantee that is a state, state instrumentality, or Indian Tribal Government, except as permitted under applicable state law and by regulations that may be issued by the U.S. Secretary of the Treasury.
- 3) Upon notice by FRA to the Grantee of specific amounts due, the Grantee agrees to promptly remit to FRA any excess payment of amounts or disallowed costs, including any interest due thereon.

g. De-obligation of Funds. FRA reserves the right to de-obligate unspent FRA funds prior to

Project closeout.

8. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following conditions apply to property, equipment, and supplies financed under this Agreement:

a. **Use of Property.** The Grantee agrees that Project property, equipment, and supplies shall be used for the provision of the Project activity for the duration of its useful life, as determined by FRA. Should the Grantee unreasonably delay or fail to use Project property, equipment, or supplies during its useful life, the Grantee agrees that FRA may require the Grantee to return the entire amount of FRA assistance expended on that property, equipment, or supplies. The Grantee further agrees to notify FRA immediately when any Project property or equipment is withdrawn from use in the Project activity or when such property or equipment is used in a manner substantially different from the representations made by the Grantee in its Application or the text of the Project description.

b. General Federal Requirements.

1) a Grantee that is a governmental entity agrees to comply with the property management standards of 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued.

2) a Grantee that is not a governmental entity agrees to comply with the property standards of 49 C.F.R. §§ 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued. Exceptions to the requirements of 49 C.F.R. §§ 18.31, 18.32, and 18.33, and 49 C.F.R. §§ 19.30 through 19.37 inclusive, must be specifically approved by FRA.

c. **Maintenance.** The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.

d. **Records.** The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.

e. Transfer of Project Property. The Grantee agrees that FRA may:

1) require the Grantee to transfer title to any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as permitted by 49 C.F.R. § 18.32(g) or 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.

2) direct the disposition of property or equipment financed with FRA assistance made available under this Agreement, as set forth by 49 C.F.R. §§ 18.31 and 18.32 or 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.

f. **Withdrawn Property.** If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32 for a Grantee that is a governmental entity, or 49 C.F.R. §§ 19.30 through 19.37 inclusive, for a Grantee that is an institution of higher education or a private organization.

g. **Encumbrance of Project Property.** Unless expressly authorized in writing by FRA, the Grantee agrees to refrain from:

- 1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect FRA interest in any Project property or equipment; or
- 2) Obligating itself in any manner to any third party with respect to Project property or equipment.

The Grantee agrees to refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

9. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24.

10. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition Project.

11. Procurement:

a. Federal Standards. The Grantee agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FRA directives or regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.

b. Cargo Preference -- Use of United States-Flag Vessels. Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels," 46 C.F.R. Part 381, the Grantee shall insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

As required by 46 C.F.R. Part 381, The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference

and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.

3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract

c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:

- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
- 2) express the said amount as a percentage of the total costs of the planned acquisition.

d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.

e. Notification of Third Party Contract Disputes or Breaches. The Grantee agrees to notify FRA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the Grantee seeks to name FRA as a party to litigation for any reason, the Grantee agrees first to inform FRA before doing so. This proviso applies to any type of litigation whatsoever, in any forum.

f. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

1) The Grantee agrees to: (a) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses, and (b) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from activities funded through this Agreement.

2) An example of a best practice under (b) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) documented, good faith efforts to reach the goal. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement.

3) The Grantee must provide FRA a plan for incorporating the above best practice into its implementation of the Project within 30 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring the use of contractors owned and controlled by socially and economically disadvantaged

individuals.

12. Metric System:

The Grantee agrees to use the metric system of measurement in its Project activities to the extent practicable, in conformance with applicable regulations, guidelines, and policies that U.S. DOT or FRA may issue. The Metric Conversion Act of 1975, as amended by the Omnibus Trade and Competitiveness Act of 1988 (15 U.S.C. 205), designates the metric system of measurement as the preferred system of weights and measures for United States trade and commerce, and it requires that each agency use the metric system of measurement in its procurements, grants, and other business-related activities, except to the extent that such use is impracticable or likely to cause significant inefficiencies or loss of markets to U.S. firms.

13. Patent Rights:

a. If any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify FRA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and FRA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

b. If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

c. The Grantee agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

14. Rights in Data and Copyrights:

a. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

b. The following restrictions apply to all subject data first produced in the performance of this Agreement:

1) Except for its own internal use, the Grantee may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of FRA, until such time as FRA may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to grant agreements with

academic institutions.

2) As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

a) Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

b) Any rights of copyright to which a Grantee, subgrantee, or a third party contractor purchases ownership with Federal assistance.

c. When FRA provides assistance to a Grantee for a Project involving planning, research, or development, it is generally FRA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FRA determines otherwise, the Grantee understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FRA may make available to any FRA Grantee, subgrantee, third party contractor, or third party subcontractor, either FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FRA may direct.

d. To the extent permitted by State law, the Grantee agrees to indemnify, save and hold harmless FRA; its officers, agents; and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy; arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Grantee shall not be required to indemnify FRA for any such liability arising out of the wrongful acts of employees or agents of FRA.

e. Nothing contained in this section on rights in data, shall imply a license to FRA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FRA under any patent.

f. The requirements of this section of this Agreement do not apply to material furnished to the Grantee by FRA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

g. Unless FRA determines otherwise, the Grantee agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

15. Acknowledgment of Support and Disclaimer:

a. An acknowledgment of FRA support and a disclaimer must appear in any grantee publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement, dated ." (Fill-in appropriate identification of grant/cooperative agreement)

b. All grantee publications must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

c. The Grantee agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FRA identifying the Project and indicating that FRA is participating in the development of the Project.

16. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to FRA's Grant Manager, clearly referenced with the appropriate identifying information.

17. Site Visits:

FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA on the premises of the Grantee, subgrantee, contractor, or subcontractor under this Agreement, the Grantee shall provide and shall require its subgrantees or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Grantee, subgrantee, contractor, or subcontractor.

18. Safety Oversight:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

19. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title V111 of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific statute(s) under which application

for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the Grantee.

20. Americans With Disabilities Act:

The Grantee agrees to utilize funds provided under this Agreement in a manner consistent with the requirements of the Americans With Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

21. Environmental Protection:

a. All facilities that will be used to perform work under this Agreement shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, state and Federal standards.

b. The Grantee will conduct work under this Agreement, and will require that work that is conducted as a result of this Agreement be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The Grantee certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The Grantee will notify the Administrator as soon as it or any contractor or subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Grantee's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. The Grantee will include or cause to be included in each contract or subcontract entered into, which contract or subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such contractor or subcontractor to immediately inform the Grantee upon the receipt of a communication from the EPA concerning the matters set forth herein.

c. The Grantee may not expend any of the funds provided in this agreement on construction or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until after all environmental and historic preservation analyses required by the National Environmental Policy Act (42 U.S.C. 4332)(NEPA), the National Historic Preservation Act (16 U.S.C. 470(f))(NHPA), and related laws and regulations have been completed and the FRA has provided the Grantee with a written notice authorizing the Grantee to proceed.

d. The Grantee shall assist the FRA in its compliance with the provisions of NEPA, the Council on Environmental Quality's regulations implementing NEPA (40 C.F.R. Part 1500 et seq.), FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545), Section 106 of the NHPA, and related environmental and historic preservation statutes and regulations. As a condition of receiving financial assistance under this agreement, the Grantee may be required to conduct certain environmental analyses and to prepare and submit to the FRA draft documents required under NEPA, NHPA, and related statutes and regulations (including draft environmental assessments and proposed draft and final environmental impact statements).

e. No publicly-owned land from a park, recreational area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials shall be used by the Grantee without the prior written concurrence of FRA. The Grantee

shall assist the FRA in complying with the requirements of 49 U.S.C. §303(c).

f. The Grantee agrees to facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. '4321 note, except to the extent that the FRA determines otherwise in writing.

22. Project Completion, Audit, Settlement, and Closeout:

- a. **Project Completion.** Within 90 days of the Project completion date or termination by FRA, the Grantee agrees to submit a final Federal Financial Report (Standard Form 425), a certification or summary of Project expenses, and third party audit reports, as applicable.
- b. **Audits.** Each governmental Grantee agrees to undertake the audits required by 49 C.F.R. § 18.26 and OMB Circular A-128 or any revision or supplement thereto. Each non-governmental Grantee agrees to undertake the audits required by 49 C.F.R. § 19.26 and OMB Circular A-133 or any revision or supplement thereto.
- c. **Remittance of Excess Payments.** If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee agrees to promptly remit that excess and interest as may be required by the "Payment by FRA" section of this Attachment.
- d. **Project Closeout.** Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FRA notifies the Grantee and forwards the final Federal assistance payment, or when FRA acknowledges the Grantee's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Grantee by this Agreement or by the FRA's final notification or acknowledgment.

23. Right of FRA to Terminate:

- a. Upon written notice, the Grantee agrees that FRA may suspend or terminate all or part of the financial assistance provided herein if the Grantee has violated the terms of this Agreement, or if FRA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FRA to terminate this Agreement.
- b. In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Grantee and concurred in by FRA before the termination date, to the extent those obligations cannot be canceled. However, if FRA determines that the Grantee has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FRA reserves the right to require the Grantee to refund the entire amount of FRA funds provided under this Agreement or any lesser amount as may be determined by FRA.
- c. Expiration of any Project time period established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

24. Transparency Act Requirements—Reporting Subawards and Executive Compensation (Does not Apply to American Recovery and Reinvestment Act Funds):

The Grantee will insert the following clause in all first-tier subgrants of \$25,000 or more--

a. Reporting of First-Tier Subawards.

1) **Applicability.** Unless you are exempt as provided in paragraph d. of this section, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in subsection e. of this section).

2) Where and when to report.

a. You must report each obligating action described in subsection a.1. of this section to <http://www.fsrc.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3) What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1) **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received—

(1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2) Where and when to report. You must report executive total compensation described in subsection b.1. of this section:

a. As part of your registration profile at <http://www.ccr.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1) Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a. in the subrecipient's preceding fiscal year, the subrecipient received—

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2) Where and when to report. You must report subrecipient executive total compensation described in subsection c.1. of this section:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards,

and

b. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this section:

1) Entity means all of the following, as defined in 2 CFR part 25:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2) Executive means officers, managing partners, or any other employees in management positions.

3) Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. — .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4) Subrecipient means an entity that:

a. Receives a subaward from you (the recipient) under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

a. Salary and bonus.

b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

25. Entire Agreement:

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

26. Grant Amendments:

Modifications to this Agreement may be made only in writing, signed by the each party's authorized representative, and specifically referred to as a modification to this Agreement.

27. Flow Down Provisions:

The Grantee shall include provisions to carry out the purposes of this Agreement in all contracts or grant agreements with persons who perform any part of the work under this Agreement. There shall be provisions for a further flow down of such requirements to each sub-tier contractor or grantee as required.

28. Successors and Assignees:

This Agreement may not be assigned without the express prior written consent of the other party.

29. Execution:

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

30. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

AWARD ATTACHMENTS

The City of Monroe

FR-LRI-0032-12-01-00

1. Statement of Work, Attachment 3
2. Quarterly Progress Report for FRA, Attachment 4

ATTACHMENT 3

STATEMENT OF WORK

Port of Monroe Dock and Industrial Park Rail Line, Monroe County, MI

Background

This project is designed to re-establish rail service to an existing industrial tenant (Gerdau-MACSTEEL), to provide rail service to a new industrial tenant (Great Lakes Towers, LLC) (GLT), and to make available rail service to industrial acreage.

The project location is at the Port of Monroe, Michigan, approximately 500 feet east of I-75, approximately 1,400 feet south of Front Street, west of the Gerdau-MACSTEEL steel plant, and adjacent to Borchert Park Drive.

General rail service to and thru the Port of Monroe is provided by Canadian National (CN) and Norfolk Southern (NS) railroads from their mainline tracks that run north-south, and that are located west of Port property. The track to be extended onto GLT property will originate with construction of a switch in this main line track. CN or NS will make connection to the mainline track. Additional work will involve crossing the Gerdau MACSTEEL rail easement and rail service lead track, extending the GLT rail service lead track across Borchert Park Drive (with a rail crossing structure) to the northern property line of the GLT site, and continuing rail onto the GLT site within a public easement.

Description of Work

GLT must have access to rail service to receive raw material and to ship product. NS and CN can both serve the GLT site from the main track (the "Primary Route") that passes to the north of the site. A rail service lead track from the main track to the GLT site would cross both the Gerdau MACSTEEL rail service lead track and Borchert Park Drive.

These railroad infrastructure improvements consist of providing public rail service to GLT from the main line track to, and onto, the GLT site. The Port of Monroe will own the rail improvements.

In order for the rail to be located on GLT site to be public, easements from GLT to the Port of Monroe were prepared. These easements will allow Port area tenants to use and extend the track on GLT property for access to properties west of the GLT site.

A topographic survey of project area is necessary to prepare detailed track design. This survey has been completed. A geotechnical investigation of the project area is necessary for engineering design of the track and for materials inspection during construction.

The main line track serves the Port of Monroe waterfront tenants, Gerdau MACSTEEL, and the Detroit Edison Company (DTE) coal fired power plant. DTE is the largest user.

Coordination with these users will be necessary to minimize service disruptions while the switch is installed in the Primary Route. A previous easement granted by the Port to North Star Steel Company, Gerdau's predecessor, allowed for the easement and service lead to be crossed by the Port. Gerdau does not now have a rail service agreement in place with any railroad, and the steel plant has not received rail deliveries for over 8 years. The trackage to Gerdau MACSTEEL will be severed with this construction. Gerdau has been advised of this situation, and has asked that bid documents be prepared to request an alternate construction price for installation of a switch that would enable future re-establishment of rail service to Gerdau. Gerdau will decide if they will undertake the alternate work when the bids are received.

The railroad (CN or NS) will make connection to the mainline track. Connection will involve compensating the railroad for all labor and materials for installation of a switch.

The rail service to the GLT site will cross a water main, sanitary sewer line and storm sewer line of the City of Monroe located in the Borchert Park right-of-way, and a high pressure gas line owned by Michigan Gas Utilities (MGU). The easement granted by the Port of Monroe to MGU provided for crossing of the gas main by rail. Consideration will be given as necessary to protection of all utilities from rail loads. Construction permits from all utility companies will be required.

The GLT manufacturing facility is under construction. The rail to be constructed onto GLT property will have to be integrated into the GLT site design. The horizontal location and the elevation of the rail will have to be coordinated with all site features. Coordination with GLT will be necessary.

Construction plans and specifications, and contract documents will be prepared by Johnson & Anderson, Inc. to enable solicitation of bids from contractors. The project will be advertised and bids will be received from qualified contractors. The bids will be evaluated by Johnson & Anderson, Inc. and it will make a recommendation for award to the Port of Monroe (Sub-Grantee) and to the City of Monroe (Grantee). The railroad (CN or NS) will install the mainline switch, with costs to be reimbursed through the grant.

After receiving the notice-to-proceed from the Port of Monroe, the contractor will commence construction. Johnson & Anderson, Inc. will perform construction contract administration and inspection for the Port of Monroe. The Port of Monroe, through the City of Monroe, will submit reimbursement documentation to the Federal Railroad Administration.

The railroad infrastructure improvement project will provide for:

- the construction of a switch in the mainline track;
- crossing the Gerdau MACSTEEL rail easement and rail service lead track;
- extending the GLT rail service lead track across Borchert Park Drive (with a rail crossing structure) to the northern property line of the GLT site; and,
- continuing rail onto the GLT site within a public easement to the extent grant funds will allow.

Feasibility Determinations

There is significant evidence as to the positive feasibility of this project to include:

- Positive coordinating communication with NS has occurred. GLT has been in discussion with NS to provide rail service to the GLT site;
- Existing rail infrastructure is in place adjacent to the project serving as the main rail line serving the Detroit Edison Monroe Power Plant, and serving as the rail lead to the Gerdau Mac Steel manufacturing plant;
- Borchert Park Drive, the public access road to industrial properties, has been in place for nearly 20 years; and,
- The GLT manufacturing plant is under construction.

Project Schedule

The period of performance for the above work shall be nine months, beginning November 15, 2011 and ending July 31, 2012. Pre-agreement costs are authorized back to May 1, 2010.

a) Railroad easements and topographic survey	May 2010
b) Coordinate rail design with railroad	September 2011
c) Coordinate rail design with impacted utilities	July 2011 - September 2011
d) Design rail to GLT property	March - October 2011
e) Submit preliminary plans for review	October 2011
f) Receive approval of design from railroad	October 2011
g) Coordinate mainline switch construction activity with area rail customers	November 2011
h) Develop bid documents	November 2011
i) Submit advertisement for bids to publisher	November 2011
j) Advertise for bids	January 2012
k) Mainline switch construction by railroad forces	January 2012
l) Receive bids	January 2012
m) Evaluate bids	January 2012 - February 2012
n) Issue letter of recommendation	February 2012
o) Award railroad construction contract	February 2012
p) construction of rail and road crossing by private contractor	March 2012 - May 2012
q) Construction project closeout and FRA closeout	June 2012

Project Budget

	Cost Classification Element	Grant	Local Match	Total
1	Administrative and legal expenses 1. Preparation of railroad easements on GLT property 2. Preparation of Statement of Work and NEPA 2.1. Coordinate with the City of Monroe regarding administrative information required by FRA documents. 2.2. Coordinate with FRA to determine the specifics of the information being requested. 2.3. Prepare Recipient Point-of-Contact Information form, Project Summary/Pre-Notification of Award Template, FRA Assurances and Certifications, and Standard Form 424 - Application for Federal Assistance. 2.4. Prepare 2010 Rail Line Relocation Program - Statement of Work documents; 2.5. Coordinate with the environmental consultant to be employed.	0	14,000	14,000
2	Land, structures, rights-of-way, appraisals	0	0	0
3	Relocation expenses and payments	0	0	0
4	Architectural and engineering fees 1. Easement and Right-of-Way Related Services 1.1. Coordinate with DTE with respect to the potential for interruption of coal delivery; 1.2. Coordinate with Gerdau-MACSTEEL regarding the disruption of rail service; 1.3. Contact Norfolk Southern, and Canadian National regarding connection to the "primary route"; 1.4. Contact Michigan Gas Utilities, DTE / MBT(ATT), the City of Monroe Water and Wastewater Utilities Department, and Public Services Department; 1.5. Prepare permit applications as required by the various agencies; 1.6. Support the Port attorney is responding to the requirements of the various agencies. 2. Design Services 2.1. Coordinate with Ventower regarding its on-site rail alignment and grades; 2.2. Prepare construction plans, construction specifications and contract documents for the bidding process. The limits of design are from the mainline track to the Ventower property line. If our preliminary cost estimate for the construction indicates that there may be sufficient funds to extend the rail onto Ventower property, then the rail design will be extended onto Ventower property; and, 2.3. Review bids, recommend contract award, and prepare contract documents for principal's authorization. 3. Grant Administrative Services 3.1. Coordinate with City point-of-contact; 3.2. Prepare FRA reimbursement documentation for City review and approval. Submit documentation to the FRA; 3.3. Prepare FRA Grant reporting and closure documentation for City review and approval. Submit documentation to FRA.	55,000	0	55,000

5	Other architectural and engineering fees 1. topographic survey 2. Geotechnical investigations and design	0	7,000	7,000
6	Project inspection fees 1. Construction Services –provide construction oversight and contract administration services for the contract between principal and contractor, to include: 1.1. Make periodic visits to the project site; 1.2. Review construction changes and prepare change orders; 1.3. Review the monthly contract pay estimate; 1.4. Prepare contract documents necessary for final payment; 1.5. Provide full time oversight at the project site and record observations; 1.6. Coordinate with principal’s environmental consultant.		33,000	33,000
7	Site work	0	0	0
8	Demolition and removal 1. Remove concrete pavement at road crossing 2. Sub-grade excavation 3. Excavation along rail alignment 4. Removal of Gerdau spur track 5. Removal of main line track	26,544	1,556	28,100
9	Construction 1. Sub-grade preparation 2. Utility protection at gas main crossing 3. Placement of ballast 4. Construction of track and ties 5. Placement of ballast 6. Installation of switch in mainline track 7. Replacement of pavement at road crossing 8. Installation of road signage	367,900	0	367,900
10	Equipment	0	0	0
11	Miscellaneous	0	0	0
	Contingencies	50,556	0	50,556
	TOTAL	500,000	55,556	555,556

FRA Rail Relocation Grant 90% of project cost: \$500,000
Grantee Contribution 10% of project cost: \$ 55,556
Total Project Cost: \$555,556

The grantee will allocate costs by the tasks identified above, by FRA and matching share, when requesting reimbursement for FRA.

Project Coordination

The City of Monroe is the Grantee, with the Port of Monroe being the Sub-Grantee. The Port of Monroe as Sub-Grantee will be responsible for project oversight, and it has engaged the services of J&A to provide for communication and coordination with the Federal Railroad Administration (FRA) and the City of Monroe, the Grantee. The Port of Monroe legal counsel will perform compliance with City and Federal legal requirements.

Project Management

The Grantee will obtain contract services, using existing federally accepted procurement policies and procedures, and in compliance with existing procurement rules. All established processes for oversight of contract work will be applicable to contracts undertaken under the Project.

Deliverables

The Grantee will submit quarterly reports summarizing the progress under the Project to date, effective the date of the grant agreement.

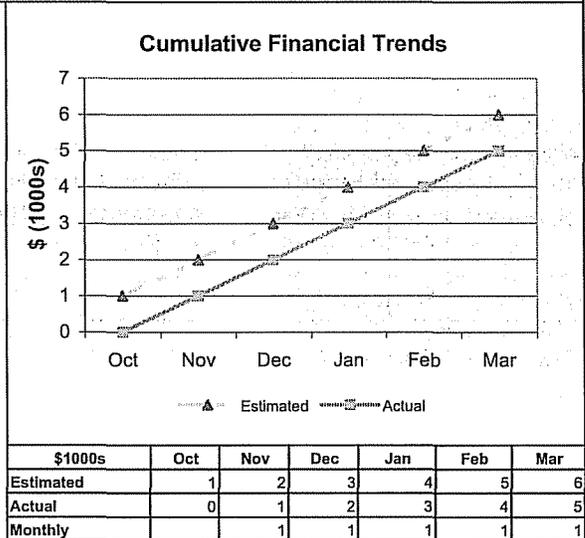
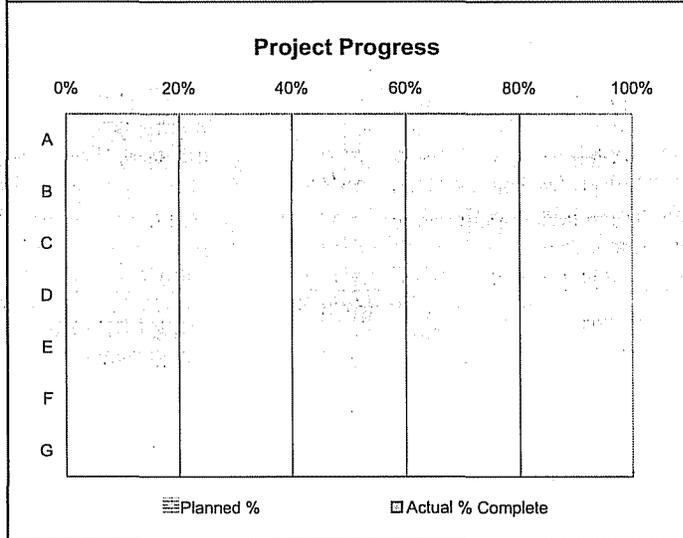
The Grantee will submit a final report by June 30, 2012.

Quarterly Progress Report for FRA

Grant No. WBS No. Description Grantee Manager: FRA Manager:	Performance Progress		Financial Progress	
	Period Ending:		Funding Level:	\$0.00
	Start Date:		Expended:	\$0.00
	End Date:		Remaining:	\$0.00
			% Expended:	0%

Project Description:

Significant Accomplishments This Period:



Milestones and Deliverables:	Start	Planned Completion	Revised Completion	Actual Completion	Planned %	Actual % Complete
A						
B						
C						
D						
E						
F						
G						

Technical/Cost/Schedule Problems:

Work Planned for Next Period:



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: NORTH DIXIE HIGHWAY GUARDRAIL INSTALLATION CHANGE ORDER

DISCUSSION: The Engineering and Public Services Department has been approached on a few occasions in the past year by the owners of Monroe Aluminum Products, Inc. at 845 North Dixie Highway to consider the installation of a guardrail at the curve on North Dixie Highway near Spaulding Road. Their most recent request has been formalized in the attached letter. We are indeed aware of the two most recent incidents referenced that have caused damage to their building, and both of these, as well as others in the recent past, are related to southbound vehicles losing control around the curve. While it is believed that the curve design meets the advisory speed of 35 miles per hour as indicated by the warning signs, nonetheless it appears that some degree of further protection is appropriate to redirect errant vehicles back onto the roadway. From 2006 to 2010, the SEMCOG crash database indicates at least two (2) other crashes related to the curve, one with an incapacitating (non-fatal) injury, and it is believed that far more go unreported at this location due to their single-vehicle type and the time of night they often occur. While ordinarily requests such as these would be routed first through the Traffic Committee, the potential November meeting dates were cancelled due to scheduling conflicts and lack of any other agenda items.

While projects over \$5,000 are typically bid through the Engineering Department separately, after the most recent crash in November, there appeared to be a greater sense of urgency in making reasonable attempts to perform this work prior to the worst of the Winter season. Also, a relatively small project of this type is unlikely to attract many bids from guardrail installers directly, as bonding and other fixed costs would represent a large percentage of the project cost. Accordingly, we have solicited a quotation from one of our two Water Main Program contractors, Salenbien Trucking & Excavating, to perform this work through their existing contract. They have returned with the attached quotation, for a total amount for \$14,796. (Please note that both quotations illustrate different potential configurations to achieve the requested result for the same price). This would include a longer section to the north of the main driveway to 845 North Dixie, with a short (35 feet or so) section to the south of this driveway. Their quotation appears reasonable, and is within the range of pricing seen on most MDOT projects on a per foot basis, particularly for small installations.

Though this location is thought to be familiar to most City residents, a few photographs have been attached for reference, illustrating the location of the proposed work. The most recent building hit is shown (east wall of the building), as is an overview of the curve and two photos showing the number of potential hazards present in the common vehicle runoff area (utility pole, ditch headwall, raised sanitary manhole).

IT IS RECOMMENDED that the City Council award a change order to the 2010-11 Water Main Replacement Program, Group 1 to Salenbien Trucking & Excavating for the installation of 180 feet of guardrail with end terminals on North Dixie Highway in the amount of \$14,796, and that the Director of Engineering and Public Services be authorized to execute the change order on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Award at this Council meeting may allow for installation before the end of December, or at least for some part of the Winter season.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Engineering and Public Services, Department of Public Safety, Monroe Aluminum Products, Inc., travelling public.

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$14,796.00
	Cost of This Project Approval	\$14,796.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Major Street Guardrail	202-60.465-818.020	\$14,796*

*Requires transfer of \$10,000 from 202-60.477-818.020 and \$4,796 from 202-60.464-818.020.

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services

DATE: 11/30/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: December 5, 2011



**MONROE
ALUMINUM
PRODUCTS, INC.**

Monroe Aluminum Products Incorporated
845 N. Dixie Hwy.
Monroe, MI 48162
734-241-5250

City of Monroe Engineering Department
Attn: Patrick Lewis

November 28, 2011

Monroe Aluminum Products, Inc. respectfully requests the City of Monroe to consider the installation of a guard rail as the traffic rounds the curve at 845 N. Dixie Hwy., Monroe, MI 48162. This location has been the site of a series of accidents over the past years, two of which have happened within the last six months. There has been substantial damage to our building, and injuries to the drivers of these vehicles. One of the latest accidents occurred during business hours where the driver struck the front entry door. We urge the City of Monroe to install a guard rail or other system for the protection and safety of our employees and for the general public. Thank you!

Sincerely,

Timothy V. Finzel
Owner

SALENBIEN TRUCKING AND EXCAVATING, INC.

18419 Milwaukee Road

Dundee, MI 48131

Office: 734-529-3823 Fax: 734-529-3848

November 28, 2011

City of Monroe Engineering
Pat Lewis, P.E.
120 E. First Street
Monroe, MI 48161

Project Reference: N. Dixie Highway guardrail

Dear Pat,

We are pleased to present the following price guardrail quotation for your review. Our quotation includes the following. Most of the rail is radiused and will need to be ordered field measured.

- Type 2B approach 50' long and price includes only one of these, since area 2 is 35' long.
 - Includes (3) type B departure terminals.
 - Wood posts spaced 6' 3" apart and are to include spacer block.
 - 180 LF total.
- \$14,796.00 installed complete**

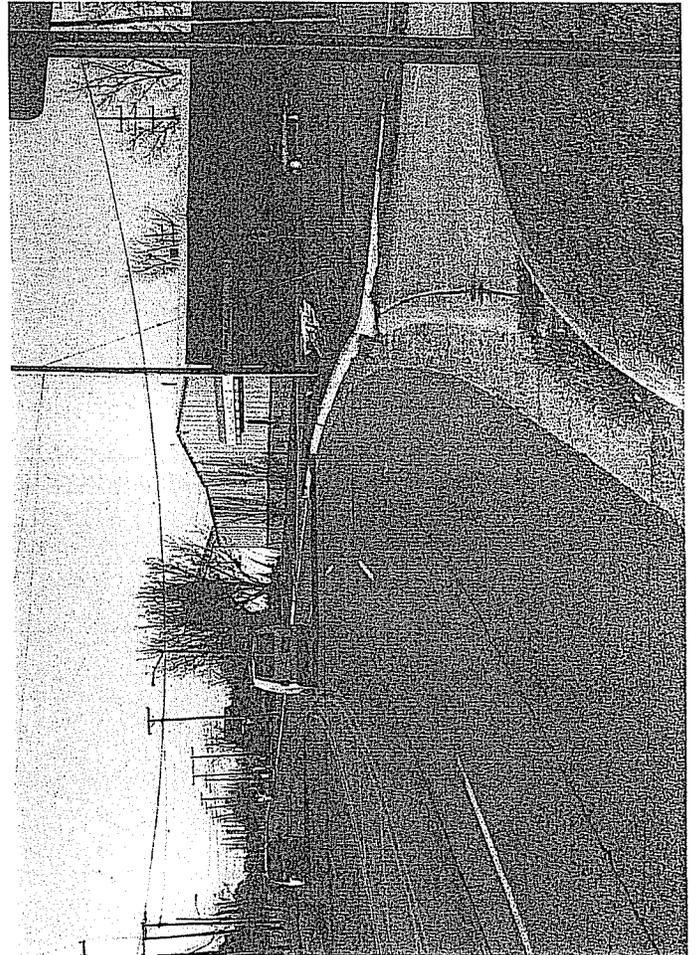
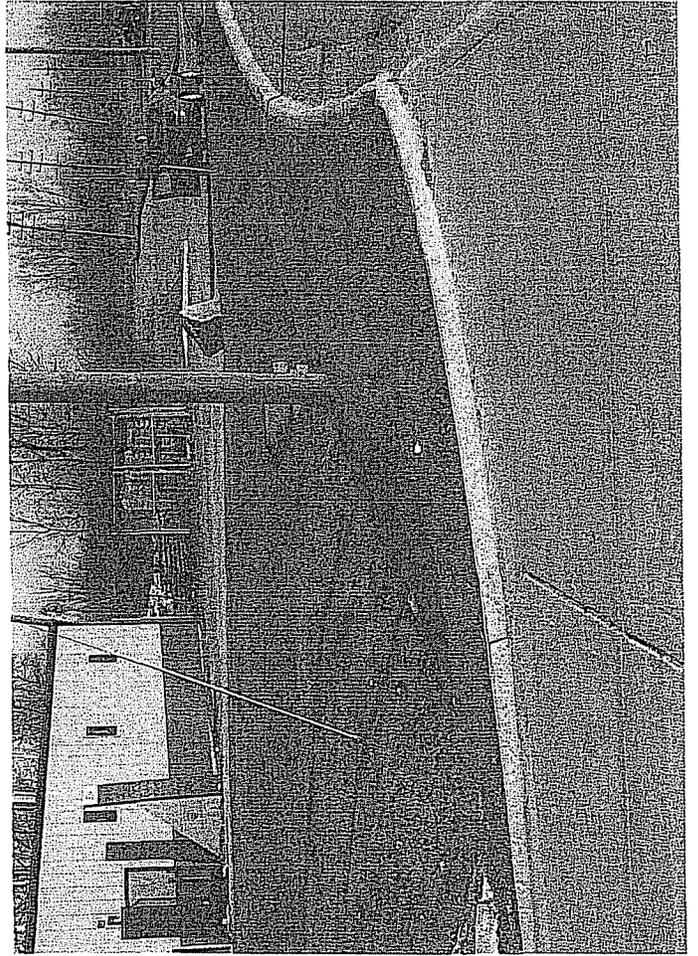
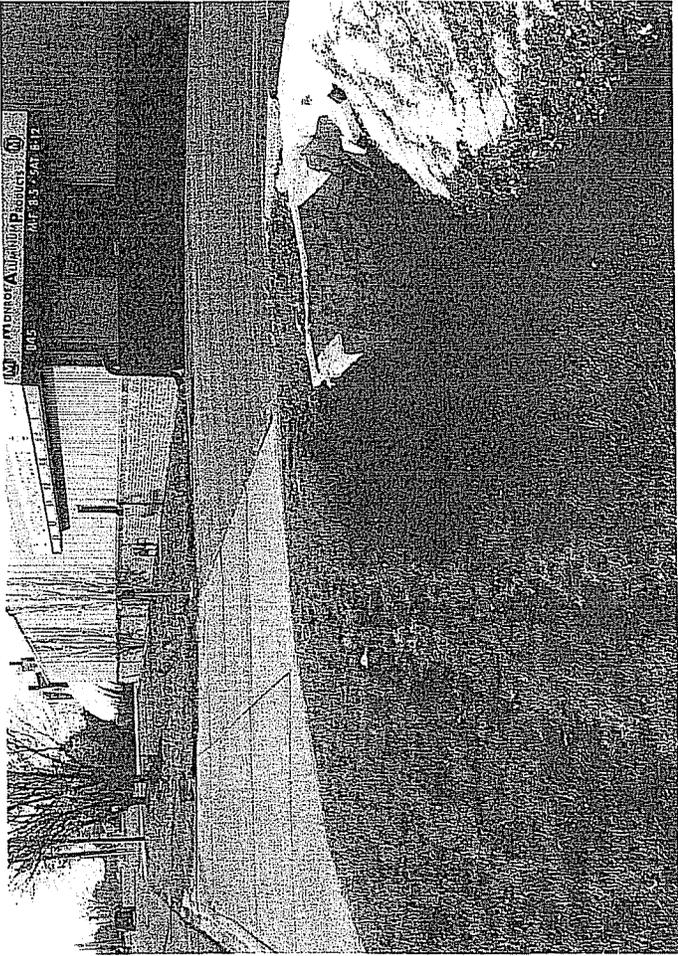
Include:

- (3) type B departure terminals.
 - (1) type 2B approach terminal.
 - 130 LF radius, straight or slightly radius, galvanized guard rail.
 - Guardrail \$11,853.00
 - Terminals \$2,943.00
- \$14,796.00**

We look forward to the opportunity to work with you on this project. Please contact me if you have any questions.

Sincerely,

Leon G. Salenbien, Jr.
President
Salenbien Trucking & Excavating, Inc.





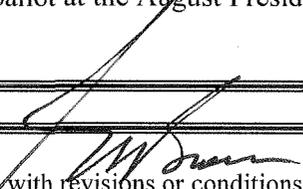
CITY COUNCIL AGENDA FACT SHEET

RELATING TO: LETC Request for Millage Election.

DISCUSSION: Lake Erie Transportation Commission is requesting that the City of Monroe levy a tax renewal not to exceed 0.75 Mills per year for the purpose of Lake Erie Transit continuing to provide local bus service for tax years 2013 to 2015. They are requesting a ballot issue be placed on the ballot at the next election, to be held on Tuesday, August 7, 2012. The proposed ballot language is attached here, along with the LETC letter of request.

It is recommended that the attached proposed ballot language be approved by Council and submitted to the Monroe County Election Commission for their approval and placement on the ballot at the August Presidential Primary to be held on Tuesday, August 7, 2012.

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: X For Against

REASON AGAINST: N/A

INITIATED BY: City Manager's Office

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: Charles D. Evans

DATE: 12/01/2011

REVIEWED BY:

DATE:

COUNCIL MEETING DATE:



November 10, 2011

Mr. Robert E. Clark, Mayor
City of Monroe
120 E. First Street
Monroe, MI 48161

Dear Mayor Clark

According to the Interlocal Agreement between the City of Monroe and Frenchtown Charter Township that created The Lake Erie Transportation Commission, "Each local unit participating agrees to place the issue of continuation of the public transportation service and a property tax levy thereby required on the ballot for a vote of the people".

The Lake Erie Transportation Commission (LETC) is requesting the City of Monroe to request the Monroe County Clerk to place the following language on the August 2012 ballot on behalf of the LETC:

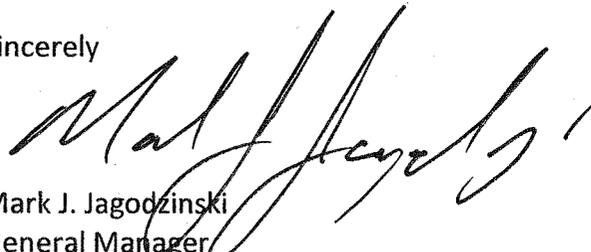
The City of Monroe

BUS SERVICE PROPOSAL

Shall the City of Monroe levy a tax renewal not to exceed 0.75 mill per year for the purpose of Lake Erie Transit continuing to provide local bus service, each year for three (3) years, and if approved will raise in the first year of levy estimated revenue of \$ _____, for the tax years 2013 through 2015, inclusive.

The LETC has decided only to request a renewal of the current tax levy. I am available to present this issue to the City of Monroe Council and request this issue be placed on its agenda as soon as possible. If you have any questions please call me.

Sincerely


Mark J. Jagodzinski
General Manager

RECEIVED

NOV 14 2011

MAYOR'S OFFICE



July 28, 2011

Mr. Robert E. Clark, Mayor
City of Monroe
120 E. First Street
Monroe, MI 48161

Dear Mayor Clark:

Lake Erie Transportation Commission's Millage for Bus Service in your city is due to expire at the end of the calendar year 2012. Lake Erie Transportation Commission has decided to request a renewal of the expiring millage at this time with no increase.

Attached is a copy of proposed Millage Request Ballot Language that was approved by the Lake Erie Transportation Commission at their meeting that was held June 3, 2011. Lake Erie Transportation Commission is forwarding this to your City Council for review and approval, to have the request for the Millage placed on the August 2012 ballot.

If you or City Council would prefer General Manager Mark Jagodzinski or myself to attend a City Council meeting to discuss this Millage renewal, please contact me to schedule us on your Agenda.

Sincerely,

A handwritten signature in cursive script that reads 'Bruce Weeks'.

Bruce Weeks
Finance Manager
Lake Erie Transportation Commission

Cc: George Brown, City Manager

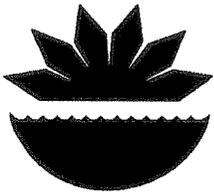
The City of Monroe
BUS SERVICE PROPOSAL

Shall the City of Monroe levy a tax renewal not to exceed 0.75 mill per year for the purpose of Lake Erie Transit continuing to provide local bus service, each year for three (3) years, and if approved will raise in the first year of levy estimated revenue of \$ _____, for the tax years 2013 through 2015, inclusive.

ASSESSOR'S OFFICE RESPONSE TO INTERDEPARTMENT ACTIVITY FORM
REGARDING REQUEST FROM LAKE ERIE TRANSIT TO PLACE THE BUS SERVICE
PROPOSAL ON THE AUGUST 2012 BALLOT

NO OBJECTIONS. HOWEVER, THE LANGUAGE IS AWKWARD. I'M NOT SURE OF STATUTORY WORDING REQUIREMENTS. IF WORDING ISN'T LIMITED TO ONE SENTENCE, THEN LANGUAGE COULD BE AS FOLLOWS:

SHALL THE CITY OF MONROE LEVY A TAX RENEWAL NOT TO EXCEED 0.75 MILLS PER YEAR FOR THE PURPOSE OF LAKE ERIE TRANSIT CONTINUING TO PROVIDE LOCAL BUS SERVICE FOR TAX YEARS 2013 TO 2015, INCLUSIVE? IF APPROVED, THIS TAX WILL RAISE \$_____ IN THE FIRST YEAR OF LEVY.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Non-Union Employee Compensation

DISCUSSION: Some of the components of the overall strategies and actions undertaken and adopted by the city over the past few years, to right-size city operations and to reduce and control expenses, have included substantial reductions in the number of city employees, employee benefit concessions and flat or minimal changes to wage levels. While all unionized and non-unionized city employees have experienced the impact of the elimination, measurable reductions and/or increased out-of-pocket costs in the non-wage benefits they receive, only non-unionized employees (11 of 167 total employees) have not received an across-the-board base-wage adjustment since 2007. Base wage rates for unionized employees have been adjusted upward by 2% since 2007.

As is the case with the city's unionized employees, there are fewer non-unionized employees providing city services at the same or greater levels, when compared to the number employed and services delivered by the City just five (5) years ago. In addition, many of these non-unionized employees have been instrumental in recommending and managing the implementation of several of the changes that have made City operations much more efficient, effective and economical. In the process, many of these employees have absorbed the responsibilities and associated work-loads of some of the positions that have been eliminated since 2006.

On an ongoing basis, the Mayor and Council have been provided with financial analytical reports that have estimated the significant reductions in personnel costs which have been achieved through changes to employee benefit levels since 2008. Notable among these changes are the elimination of the retirement sick-pay bonus, increases in employee health care deductibles and co-pays, mirroring for retiree to active-employee health care, and additional benefit reductions for new-hires. For example, the establishment of retiree health care mirroring for current employees has already reduced the City's unfunded liability for that benefit by over \$11 million or about \$70,000 per eligible employee. With mirroring established, the cost reduction for providing this benefit can feasibly be further reduced to over \$200,000 per employee, if employee health care benefits are periodically adjusted in order to reasonably control city operating costs in the future.

In addition to the benefit and benefit-cost reductions implemented previously, at the beginning of 2012 additional changes to non-union employee health care benefits will be implemented. These changes will further increase employee-paid deductibles and co-pays, which will effectively result in cost reductions or savings for the City, relative to city-paid costs of benefits currently provided.

Attached you will find a table which lists the regular, full-time, non-union employees of the City. The table includes a column which lists the estimated health care benefit cost reductions which should be achieved in calendar year 2012 for these employees, assuming the employee elects the same type of coverage as he/she currently receives. Those that have no amount entered in the reduction column have elected not to receive city-provided health care benefits, because they have alternative health care coverage. This attachment also contains columns which list each employee's current salary or base wage, the salary/base-wage if increased by 2% and the incremental amount of a 2% increase.

In order to recognize the overall excellent performance, productivity and self-initiative of the division heads, department heads and the Administrative Assistant named on the list attached, to promote reasonable compensation-adjustment equity and to better ensure the retention of highly skilled professional and support staff, I am respectfully recommending and requesting that the Mayor and City Council approve a 2% wage increase for the personnel listed, effective January 1, 2012. I am not making a recommendation in regards to an adjustment of my (City Manager) salary, as the decision to initiate consideration and/or action on this is more appropriately the prerogative of members of the City Council.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 5, 2011

REASON FOR DEADLINE: To better enable implementation on January 1, 2012

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: George A. Brown, City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All City divisions and departments

FINANCES

<u>COST AND REVENUE PROJECTIONS:</u>	Cost of Total Project	\$17,128
	Cost of This Project Approval	\$17,128
	Related Annual Operating Cost	\$
	Increased Revenue Expected/Year	\$

<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
		General Fund	\$14,668
		Building Safety Fund	\$ 760
		Wastewater Fund	\$ 850
		Water Fund	\$ 850
			\$
	<u>Other Funds</u>		\$
			\$
			\$
			\$

Budget Approval: _____

FACT SHEET PREPARED BY: George A. Brown, City Manager

DATE: 12-01-2011

REVIEWED BY: NA

DATE:

COUNCIL MEETING DATE: December 5, 2011

		2012			
Employee Name	Department	Health Cost Reduction	Current Wage/ Salary	Wage with 2% Increase	Annual Increase
George Brown	City Manager	\$ (3,103)	\$ 98,088	\$ 100,050	\$ 1,962
Pat Weaver	Mayor/Manager	(2,572)	44,833	45,730	897
Sam Guich	Assessor	(3,225)	84,392	86,080	1,688
Ed Sell	Finance	(3,103)	86,570	88,301	1,731
Peggy Howard	Human Resources	-	71,526	72,957	1,431
Patrick Lewis	Engineering/DPS	(1,757)	85,000	86,700	1,700
Barry Laroy	Utilities	(3,103)	85,000	86,700	1,700
Tom Moore	Public Safety	(3,103)	87,589	89,341	1,752
Manuel Hoskins	Fire	(3,103)	75,000	76,500	** 1,500
Joe Lehmann	Building	-	63,344	64,611	1,267
Dan Swallow	Econ. & Comm. Development	(3,103)	75,000	76,500	** 1,500
Total		\$ (26,172)	\$ 856,342	\$ 873,470	\$ 17,128
** - Employment Agreements include increases from current \$75,000 salary to \$80,000. On the effective date of the contractual increase, the 2% will also be added to the contractual increase, i.e. \$81,600 instead of \$80,000.					