

RULES OF THE CHAMBER

Any person wishing to address the Board shall step up to the podium/front of room, state their name and address in an audible tone of voice for the record, and unless further time is granted by the Board, 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 Board.

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

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

#### AGENDA REGULAR MEETING

# Wednesday, January 18, 2023, 8:30 A.M. CITY HALL, COUNCIL CHAMBER, 120 E. FIRST ST.

- 1. Call to Order
- 2. Roll Call
- 3. Vision Statement (1 minute)
- 4. Additions/Deletions to the Meeting Agenda (1 minute)
- Public Comment (3 minutes per individual)
- **6. Consent Agenda** (2 minutes)

**Action Requested** 

- A. Approval of Agenda
- B. Approval of Minutes
  - i. Minutes of December 14, 2022
- C. Financial Reports
  - i. December, 2022, DDA Preliminary Itemized Expenditure Report FY 2022-23
  - ii. December, 2022 DDA Revenue and Expenditure Report FY 2022-23
- 7. Project/Work Plan Updates (5 minutes)
- 8. New/Other Business
  - A. Proposed FY2023-24 Budget (10 minutes)

    B. Request to Appropriate Funds 2 Way Conversion Traffic and Geometric Study

    C. MPACT Sponsorship (2 minutes)

    D. Purchase Agreement for 13 West Front Street (15 minutes)

    Action Requested

    Action Requested
- 9. Board Member and Administrative Comments
- 10. Adjournment Action Requested



In 2027, downtown Monroe will be a vibrant and walkable destination where retailers, restaurants, and residential spaces combine into a lively shopping and entertainment district. All historic buildings have made improvements from façade renovations to new signage to outdoor seating. The downtown is united by an attractive, functional streetscape that is welcoming and accessible to all.

## **Minutes**

Monroe Downtown Development Authority Regular Meeting December 14, 2022 Council Chambers, Monroe City Hall

#### 1. Call to Order

Chairperson William Slicker called the meeting to order at 9:07a.m.

#### 2. Roll Call

Present: Mayor Robert Clark, Andy Clark, Erik Drummonds, William Slicker, Robert

Copp

Absent: Scott Kegerreis, Mary Hastings, Malissa Whited, Stuart Eastman

Staff: Annette Knowles, Downtown/Economic Development Coordinator

3. Vision Statement - Omitted in the interest of time

#### 4. Additions/Deletions to the Meeting Agenda

Motion by Mayor Clark, seconded by Drummonds to add the 2023 meeting calendar to the consent agenda with a change in date of the December meeting to December 13, 2023. *Motion carried, all ayes*.

- 5. Public Comment None
- 6. Consent Agenda
  - A. Approval of Agenda
  - B. Approval of Minutes
    - October, 19, 2022 and November 16, 2022
  - C. Financial Reports:
    - November, DDA Preliminary Itemized Expenditure Report FY 2022-2023
    - ❖ November, DDA Revenue and Expenditure Report FY 2022-2023
  - D. Approval of 2023 Annual Meeting Calendar

Motion by Mayor Clark, seconded by Copp to approve items on the Consent Agenda. *Motion carried, all ayes.* 

**7. Project/Work Plan Updates** – Please review written report and attachments; not reviewed in the interest of time

#### 8. New/Other Business

#### A. Closed Session-Property Acquisition

Motion by Mayor Clark, seconded by Drummonds to enter Closed Session to discuss Property Acquisition at 9:11 am. *Ayes: A. Clark, Mayor Clark, Copp, Drummonds, Slicker; Nays: None. Motion carried.* 

Motion by Drummonds, seconded by Mayor Clark to reconvene to Open Session at 9:20 a.m. *Motion carried, all ayes.* 

Motion by Mayor Clark, seconded by Drummonds to authorize Chairman Slicker to engage the City Attorney in taking actions discussed in closed session. *Motion carried, all ayes*.

#### 9. Board Member and Administrative Comments - None

#### 10. Adjournment

Motion to adjourn at 9:24 a.m. by Copp, seconded by Clark. *Motion carried, all ayes.* 

### GL ACTIVITY REPORT FOR CITY OF MONROE

Page: 1/1

User: aknowles		GE ACTIVITI NEION			,	
DB: Monroe		TRANSACTIONS FROM 1				
Date JNL	Туре	Description	Reference #	Debits	Credits	Balance
Fund 248 DOWNTON	IN DEVE	LOPMENT AUTHORITY				
Revenues						
Department 80.10	0 GENE	RAL REVENUE				
12/01/2022		248-80.100-665.005 INTEREST ON INVE		BEG. BALANCE		(5,612.54)
12/12/2022 GJ 12/22/2022 GJ	JE JE	5/3 SERVICE FEES - NOV 2022 5/3 SERVICE FEES - REVERSAL	27345 27380	19.93	1.23	(5,592.61)
12/22/2022 GJ 12/31/2022 GJ	JE JE	MICHIGAN CLASS EDGE INT - DEC 2022	27380		853.21	(5,593.84) (6,447.05)
12/31/2022 GJ	JE	MICHIGAN CLASS INTEREST - DEC 2022	27422		1,676.31	(8,123.36)
12/31/2022		248-80.100-665.005	END BALANCE	19.93	2,530.75	(8,123.36)
12/01/2022		248-80.100-669.000 ASSET APPRECIATION	∩N	BEG. BALANCE		0.00
12/31/2022 GJ	JE	MICHIGAN CLASS EDGE UNREALIZED GAIN	27434	DEG. DIBINGE	242.68	(242.68)
12/31/2022	02	248-80.100-669.000	END BALANCE	0.00	242.68	(242.68)
TOTAL FOR DEPART	איישפאיי 8	0.100 GENERAL REVENUE	_	19.93	2,773.43	
	TILLIVI O	0.100 GENERAL REVENOE	_			
TOTAL Revenues				19.93	2,773.43	(8,366.04)
Expenditures	6 DOWN	TOWN DEVELOPMENT				
12/01/2022	O DOWN	248-65.736-727.000 OFFICE SUPPLIES		BEG. BALANCE		351.25
12/19/2022 AP	INV	ADOBE SUBSCRIPTION	11/17/2022	31.79		383.04
12/19/2022 AP	INV	EMAIL SUBSCRIPTION	11/01/2022	12.00		395.04
12/31/2022		248-65.736-727.000	END BALANCE	43.79	0.00	395.04
12/01/2022		248-65.736-730.000 POSTAGE		BEG. BALANCE		4.56
12/31/2022 GJ	JE	POSTAGE - DEC 2022	27407	2.28		6.84
12/31/2022		248-65.736-730.000	END BALANCE	2.28	0.00	6.84
12/01/2022		248-65.736-750.075 SEASONAL DECORAT	TONS-DDA	BEG. BALANCE		7,454.60
12/05/2022 AP	INV	DDA SEASONAL DECORACTIONS	ARINV017612	3,760.06		11,214.66
12/19/2022 AP	INV	CHRISTMAS PORCH POTS	535	5,250.00		16,464.66
12/31/2022		248-65.736-750.075	END BALANCE	9,010.06	0.00	16,464.66
12/01/2022		248-65.736-853.000 TELEPHONE		BEG. BALANCE		124.00
12/19/2022 AP	INV	DDA OFFICE TELEPHONE	11/11/2022	31.00		155.00
12/31/2022		248-65.736-853.000	END BALANCE	31.00	0.00	155.00
12/01/2022		248-65.736-942.000 RENTAL-BUILDING		BEG. BALANCE		1,794.00
12/19/2022 AP	INV	JAN-MARCH LEASING 9 WASHINGTON	DDA3Q	897.00		2,691.00
12/31/2022		248-65.736-942.000	END BALANCE	897.00	0.00	2,691.00
12/01/2022		248-65.736-958.000 MEMBERSHIPS & DUI	ES	BEG. BALANCE		200.00
12/19/2022 AP	INV	MAIN STREET AMERICA MEMBERSHIP RENEWA	11/16/2022	295.00		495.00
12/31/2022		248-65.736-958.000	END BALANCE	295.00	0.00	495.00
12/01/2022		248-65.736-964.700 FACADE IMPROVEME	NTS	BEG. BALANCE		0.00
12/19/2022 AP	INV	BUILDING INVESTMENT GRANT IMPROVEMENT	BIG 39SMONROE	3,191.00		3,191.00
12/31/2022		248-65.736-964.700	END BALANCE	3,191.00	0.00	3,191.00
12/01/2022		248-65.736-969.000 INSURANCE PREMIU	м	BEG. BALANCE		1,107.50
12/01/2022 GJ		MONTHLY P&L INSURANCE ALLOCATION	27293	221.50		1,329.00
12/31/2022		248-65.736-969.000	END BALANCE	221.50	0.00	1,329.00
TOTAL FOR DEPART	MENT 6	5.736 DOWNTOWN DEVELOPMENT	-	13,691.63	0.00	
TOTAL Expenditur	es		_	13,691.63		24,727.54
TOTAL FOR FIND 3	48 DOM	NTOWN DEVELOPMENT AUTHORITY	_	13,711.56	2,773.43	16,361.50
TOTAL LOW LOND 2	. TO DOW.	MICHAN PEARHOLIMENT WOLUCKITI		10,111.00	2,113.43	10,301.30

#### Page:

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01/12/2023 11:19 AM REVENUE AND EXPENDITURE REPORT FOR CITY OF MONROE

User: aknowles DB: Monroe

PERIOD ENDING 12/31/2022

YTD BALANCE ACTIVITY FOR AVATLABLE 2022-23 12/31/2022 NTH 12/31/2022 BALANCE GL NUMBER AMENDED BUDGETMAL (ABNORMAL) ASE (DECREASE) MAL (ABNORMAL) DESCRIPTION Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY Dept 80.100 - GENERAL REVENUE 1,000.00 8,123.36 2,510.82 0.00 242.68 242.68 248-80.100-665.005 INTEREST ON INVESTMENTS (7.123.36)248-80.100-669.000 ASSET APPRECIATION 0.00 242.68 242.68 (242.68)Total Dept 80.100 - GENERAL REVENUE 1,000.00 8,366.04 2,753.50 (7.366.04)311,700.00 262,649.54 0.00 49,000.30 (34,800.00) (20,658.45) 0.00 (14,141.55) 6.960.24 0.00 10,439.76 Dept 80.600 - GENERAL REVENUE 248-80.600-402.000 REAL PROPERTY TAXES PERSONAL PROPERTY TAXES 248-80.600-410.000 248-80.600-573.000 LCSA APPROPRIATION/PPT EXEMPT RI 17,400.00 294,300.00 248,951.33 0.00 45,348.67 Total Dept 80.600 - GENERAL REVENUE 295,300.00 TOTAL REVENUES 257,317.37 2,753.50 37,982.63 Expenditures Dept 65.736 - DOWNTOWN DEVELOPMENT 248-65.736-727.000 OFFICE SUPPLIES 500.00 395.04 43.79 104.96 6.84 500.00 2.28 248-65.736-730.000 POSTAGE 493.16 100.00 248-65.736-750.015 UNIFORMS/CLOTHING 0.00 10,000.00 9,010.06 (6,464.66) 0.00 20.00 0.00 155,558.28 SEASONAL DECORATIONS-DDA 16,464.66 248-65.736-750.075 248-65.736-818.010 AUDIT SERVICES 1,500.00 1,480.00 175,000.00 248-65.736-818.020 GENERAL CONTRACT SERVICES 19,441.72 1,600.00 1,445.00 248-65.736-853.000 TELEPHONE 155.00 205.00 31.00 0.00 248-65.736-860.000 TRAINING & TRAVEL 1,400.00 1,195.00 248-65.736-880.000 COMMUNITY PROMOTION 25,000.00 2,100.00 22,900.00 248-65.736-905.000 PUBLISHING/ADVERTISING 300.00 0.00 897.00 300.00 0.00 248-65.736-942.000 2,691.00 RENTAL-BUILDING 3,600.00 909.00 445.00 0.00 0.00 295.00 248-65.736-943.000 RENTAL-EQUIPMENT 445.00 0.00 248-65.736-955.000 MISCELLANEOUS EXPENSE 1,000.00 0.00 1,000.00 495.00 248-65.736-958.000 MEMBERSHIPS & DUES 600.00 105.00 3,191.00 20,000.00 FACADE IMPROVEMENTS 3,191.00 16,809.00 248-65.736-964.700 248-65.736-969.000 INSURANCE PREMIUM 2,658.00 1,329.00 221.50 1,329.00 0.00 100,000.00 0.00 248-65.736-971.000 100,000.00 LAND 0.00 100,000.00 LAND IMPROVEMENTS 100,000.00 0.00 248-65.736-974.000 0.00 TRANSFER OUT-GENERAL 248-65.736-995.101 10,000.00 10,000.00 0.00 125,060.00 248-65.736-995.301 TRANSFER OUT-DEBT SERVICE 23,530.00 101,530.00 71,929.26 13,691.63 579,263.00 507,333.74 Total Dept 65.736 - DOWNTOWN DEVELOPMENT 71,929.26 TOTAL EXPENDITURES 579.263.00 13,691.63 507.333.74 Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY: 295,300.00 257,317.37 579,263.00 71,929.26 TOTAL REVENUES 2,753.50 37,982.63 TOTAL EXPENDITURES 13,691.63 507,333.74 (283,963.00) 185,388.11 (10,938.13) (469,351.11) NET OF REVENUES & EXPENDITURES

#### 2022-2023 WORK PLAN

#### GOALS FROM STRATEGIC PLAN

Goal 1:	Preserve and enhance downtown by facilitating developmen	nt				
Goal 2:	Establish an environment that promotes residential growth					
Goal 3:	Market the downtown to encourage people to frequent local	al businesses and events				
Goal 4:	Inform and educate building owners and public of the action	ns and accomplishments of the DDA and businesses				
Goal 5:	Support downtown businesses and property owners throug	h financial incentives, advocacy and awareness				
Goal 6:	Serve as an intermediary between the organizations that co	nnect to downtown and link to other community				
	PROJECT	TASKS	CHAMPION	TEAM MEMBER(s)	BUDGET	STATUS UPDATE
A.0	Front/Macomb parking lot redevelopment - RFP/legal				\$ 100,000.00	On hold per property
A.1		Property Acquisitions				
B.0	Develop Design Standards for downtown buildings/repeat 1	981 Façade Study	Drummonds		\$ 50,000.00	Seeking Certified Loc
C.0	Project from Riverwalk Enhancement Plan		Kegerreis/Whited		\$ 50,000.00	Materials on order
C.1						
C.2		MLK Foot Bridge Enhancements		R. Clark		\$100,000 commitme

	1 NOJECT	17313	CHAMINON	TEAIVI WIEIVIDEN(3)	DODGET	STATOS OF BATE
A.0	Front/Macomb parking lot redevelopment - RFP/legal				\$ 100,000.00	On hold per property availability
A.1		Property Acquisitions				
		, , ,				
B.0	Develop Design Standards for downtown buildings/repeat 198	1 Facade Study	Drummonds		\$ 50,000,00	Seeking Certified Local Government Grant due Feb. 2023
В.0	Develop Design Standards for downtown buildings/repeat 150	I raçade Stady	Diaminonas		\$ 50,000.00	Seeking certified total dovernment drant due res. 2025
	But of the Branch H. E. Leaves at Black		IZ		¢ 50,000,00	Marie Ciliare and a
C.0	Project from Riverwalk Enhancement Plan		Kegerreis/Whited		\$ 50,000.00	Materials on order
C.1						
C.2		MLK Foot Bridge Enhancements		R. Clark		\$100,000 commitment for FY22-23 to be included in budget
D.0	Identify locations for infill development				\$ -	
D.1		Property Acquisitions				On agenda for 13 West Front
D.2		DTE EV Charging Stations	Slicker	R. Clark		Pricing info obtained, under review
E.0	Building Improvement Grant Program		Slicker	Сорр	\$ 40,000.00	
	building improvement drant rrogram	20 C Managa MaCaadula	Silckei	СОРР	\$ 40,000.00	Classed aut
E.1		39 S. Monroe - McGeady's				Closed out
E.2		52 S. Monroe - Noble's/Residential				
E.3		8 N. Monroe - River Raisin Banquet Center				Not eligible
E.4		34 W. Front - Castiglione				Expired
F.0	Enhance maintnenance; improve garbage/litter clean up				\$ 25,000.00	
F.1		Garbage Off Streets				
		Ç				
G.0	Upgrade the streetscape				\$ 100,000.00	
G.1	opprade the streetscape	Seasonal Pole Banners		A. Clark	Ţ 100,000.00	DONE (winter)
						DONE (Willer)
G.2		Sidewalk Exhibits/Historical		A. Clark		
G.3		Art Event/Galleries				
G.4		Murals/Rewrite Ordinance				
H.0	Implement a Project from Heart of Monroe Plan		Slicker	R. Clark, A. Clark	\$ 100,000.00	Concept modified; put on hold for now
H.1		Preserve Alley's Functionality				
		•				

D.0	Identify locations for infill development				\$ -	
D.1		Property Acquisitions				On agenda for 13 West Front
D.2		DTE EV Charging Stations	Slicker	R. Clark		Pricing info obtained, under review
E.0	Building Improvement Grant Program		Slicker	Сорр	\$ 40,000.00	
E.1		39 S. Monroe - McGeady's				Closed out
E.2		52 S. Monroe - Noble's/Residential				
E.3		8 N. Monroe - River Raisin Banquet Center				Not eligible
E.4		34 W. Front - Castiglione				Expired
F.0	Enhance maintnenance; improve garbage/litter clean up				\$ 25,000.00	
F.1		Garbage Off Streets				
G.0	Upgrade the streetscape				\$ 100,000.00	
G.1		Seasonal Pole Banners		A. Clark		DONE (winter)
G.2		Sidewalk Exhibits/Historical		A. Clark		
G.3		Art Event/Galleries				
G.4		Murals/Rewrite Ordinance				
H.0	Implement a Project from Heart of Monroe Plan		Slicker	R. Clark, A. Clark	\$ 100,000.00	Concept modified; put on hold for now
H.1		Preserve Alley's Functionality				
H.2		Make Alley Inviting				
H.3		Connect Alley to Community				
H.4		Incorporate Monore's Unique Identity				
H.5		Incorporate Green Features				
H.6		Manage and Care				

1.0	Install gateway enhancements		Slicker	Сорр	\$ 50,000.00
1.1		Permanent Placards on Entrance Buildings			
1.2		Murals			
J.0	Conversion of First/Front Streets		Slicker		\$ 100,000.00 On agenda for contributionn to city
J.1		Traffic Conversion			
K.0	Annual Marketing Plan		Whited/Eastman		\$ 20,000.00
K.1		Billboards			
K.2		National Park Service			
K.3		Social Media			
K.4		Flyers			
K.5		Monroe County Fair			
K.6		DDA Building Markers			
L.0	Annual Communications Plan		Mayor Clark		\$ 4,000.00
M.0	Stakeholder/Informational Meetings				\$ 1,000.00 2 hosted in 2022
					\$ 640,000.00



### Memo

Date: Thursday, January 12, 2023

To: DDA Board of Directors

From: Annette M. Knowles, Downtown/Economic Development Coordinator AMK

Re: FY 2023-2024 DRAFT BUDGET AND WORK PLAN

#### **BACKGROUND**

Attached are the draft budget and updated work plan for the forthcoming fiscal year which begins on July 1, 2023.

The board may review and discuss both items at its January regular meeting.

The board may opt to take action to submit to draft budget to City Council. Per city instructions, the DDA budget is due to be entered into the financial system by February 24, 2023. A date for presentation to City Council is to be determined.

#### Highlights include:

- Funds to continue outdoor planters and modest holiday décor
- Funds for design at acquired property and EV subscription
- BIG program on hiatus for one year
- Funds for land improvements
- Funds to complete design processes for road geometrics/streetscape and MLK bridge lighting

#### **ACTION**

Authorize the submission of the draft budget to the City Council for consideration and approval.

## BUDGET REPORT FOR CITY OF MONROE Calculations as of 06/30/2023

		2021-22	2022-23	2022-23	2022-23	2023-24	2024-25	2025-26
		ACTIVITY	ORIGINAL	ACTIVITY	PROJECTED	REQUESTED	REQUESTED	REQUESTED
GL NUMBER	DESCRIPTION		BUDGET	THRU 06/30/23	ACTIVITY	BUDGET	BUDGET	BUDGET
ESTIMATED REVENUES								
Dept 80.100 - GENERAL REVENUE	<b></b>							
248-80.100-665.005	INTEREST ON INVESTMENTS	956.33	1,000.00	5,592.61	6,000.00	1,000.00	1,000.00	1,000.00
Totals for dept 80.100 - GENERA	AL REVENUE	956.33	1,000.00	5,592.61	6,000.00	1,000.00	1,000.00	1,000.00
Dept 80.600 - GENERAL REVENUE	<u> </u>							
248-80.600-402.000	REAL PROPERTY TAXES	321,591.50	311,700.00	262,649.54	312,446.00	328,000.00	337,800.00	347,900.00
248-80.600-410.000	PERSONAL PROPERTY TAXES	(22,201.78)	(34,800.00)	(20,658.45)	(24,615.00)	(30,800.00)	(31,600.00)	(37,900.00)
248-80.600-573.000	LCSA APPROPRIATION/PPT EXEMPT REIMB	4,958.11	17,400.00	6,960.24	7,000.00	8,000.00	8,000.00	8,000.00
Totals for dept 80.600 - GENERA	AL REVENUE	304,347.83	294,300.00	248,951.33	294,831.00	305,200.00	314,200.00	318,000.00
TOTAL ESTIMATED REVENUES		305,304.16	295,300.00	254,543.94	300,831.00	306,200.00	315,200.00	319,000.00

		2021-22	2022-23	2022-23	2022-23	2023-24	2024-25	2025-26	
		ACTIVITY	ORIGINAL	ACTIVITY	PROJECTED	REQUESTED	REQUESTED	REQUESTED	
GL NUMBER	DESCRIPTION		BUDGET	THRU 06/30/23	ACTIVITY	BUDGET	BUDGET	BUDGET	
APPROPRIATIONS									
Dept 65.736 - DOWNTOWN DEVE	LOPMENT								
248-65.736-727.000	OFFICE SUPPLIES	654.06	500.00	351.25	500.00	500.00	500.00	500.00	
248-65.736-730.000	POSTAGE	1,662.88	500.00	4.56	50.00	500.00	500.00	500.00	
248-65.736-750.015	UNIFORMS/CLOTHING		100.00			100.00	100.00	100.00	
248-65.736-750.075	SEASONAL DECORATIONS-DDA	18,315.00	10,000.00	11,214.66	22,000.00	16,000.00	18,000.00	20,000.00	
248-65.736-818.005	LEGAL SERVICES	800.00			1,000.00	1,000.00	1,000.00	1,000.00	
248-65.736-818.010	AUDIT SERVICES	1,450.00	1,500.00	1,480.00	1,480.00	1,500.00	1,600.00	1,700.00	
248-65.736-818.020	GENERAL CONTRACT SERVICES	24,835.36	175,000.00	19,441.72	140,000.00	55,000.00			13 W \$50K; EV Subscript \$5K
248-65.736-853.000	TELEPHONE	118.00	1,600.00	124.00	400.00	400.00	400.00	400.00	
248-65.736-860.000	TRAINING & TRAVEL	879.70	1,400.00	205.00	205.00	1,400.00	1,500.00	1,500.00	
248-65.736-880.000	COMMUNITY PROMOTION	17,052.82	25,000.00	2,100.00	5,000.00	25,000.00	25,000.00	25,000.00	
248-65.736-905.000	PUBLISHING/ADVERTISING		300.00						
248-65.736-942.000	RENTAL-BUILDING	1,196.00	3,600.00	1,794.00	3,600.00	3,600.00	3,800.00	3,800.00	
248-65.736-943.000	RENTAL-EQUIPMENT	445.00	445.00	445.00	445.00	445.00	500.00	500.00	
248-65.736-955.000	MISCELLANEOUS EXPENSE	74.02	1,000.00			1,000.00	1,000.00	1,000.00	
248-65.736-958.000	MEMBERSHIPS & DUES	735.00	600.00	200.00	600.00	600.00	700.00	700.00	
248-65.736-964.700	FACADE IMPROVEMENTS	15,058.20	20,000.00		3,200.00	0.00	40,000.00	40,000.00	On hiatus for one year
248-65.736-969.000	INSURANCE PREMIUM	2,013.96	2,658.00	1,329.00	2,658.00	2,936.00	3,300.00	3,500.00	
248-65.736-971.000	LAND		100,000.00		100,000.00				
248-65.736-974.000	LAND IMPROVEMENTS	140,976.30	100,000.00		125,000.00	100,000.00			13 W \$100K
248-65.736-995.101	TRANSFER OUT-GENERAL	10,000.00	10,000.00		10,000.00	10,000.00	10,000.00	10,000.00	
	TRANSFER OUT - CAPITAL PROJECT FUND					150,000.00			Mo St \$50K, MLK \$100K
248-65.736-995.301	TRANSFER OUT-DEBT SERVICE	120,500.00	125,060.00	23,530.00	125,060.00	130,940.00	141,200.00	147,240.00	-
Totals for dept 65.736 - DOWNTO	OWN DEVELOPMENT	356,766.30	579,263.00	62,219.19	541,198.00	500,921.00	249,100.00	257,440.00	
TOTAL APPROPRIATIONS		356,766.30	579,263.00	62,219.19	541,198.00	500,921.00	249,100.00	257,440.00	

		2021-22	2022-23	2022-23	2022-23	2023-24	2024-25	2025-26
		ACTIVITY	ORIGINAL	ACTIVITY	PROJECTED	REQUESTED	REQUESTED	REQUESTED
GL NUMBER	DESCRIPTION		BUDGET	THRU 06/30/23	ACTIVITY	BUDGET	BUDGET	BUDGET
NET OF REVENUES/APPROPE	RIATIONS - FUND 248	(51,462.14)	(283,963.00)	192,324.75	(240,367.00)	(194,721.00)	66,100.00	61,560.00
BEGINNING FUND BALANG	CE	566,213.44	514,751.30	514,751.30	514,751.30	274,385.00		
ENDING FUND BALANCE		514,751.30	230,788.30	707,076.05	274,384.30	79,664.00		

#### 2023-2024 WORK PLAN

#### GOALS FROM STRATEGIC PLAN

Goal 1: Inform and educate building owners and public of the actions and accomplishments of the DDA and businesses

Goal 2: Support downtown businesses and property owners through financial incentives, advocacy and awareness

Goal 3: Preserve and enhance downtown by facilitating redevelopment

Goal 4: Market the downtown to encourage people to frequent local businesses and events

Goal 5: Serve as an intermediary between the organizations that connect to downtown and link to other community

Goal 6: Establish an environment that promotes residential growth downtown

Goal 7: Encourage compliance with city codes and ordinances to protect and limit risk to investment in properties and businesses

CE = City Engineering

CC = City Council

REP = Riverwalk Enhancement Plan
DMP = Downtown Master Plan

A.0 A.1 A.2	PROJECT Development Project Former Fire Station Site Front/Macomb Redevelopment	TASKS Rehab Keep pulse on poss acq adj prop	<b>CHAMPION</b> Slicker City/ED	TEAM MEMBER(s)	RESOURCES	<i>PRIORITY</i> H	<b>GOALS MET</b> 3,4,7		<b>GET</b> 0,000.00
A.Z	Front/Macomb Redevelopment	keep puise on poss acq auj prop							
B.0	Develop Design Standards for downtown buildings/repeat 1981 Façade Study (N	Nay need to adjust if unexpended in 22-23)	Drummonds		DMP, Cochran	Н	1	\$ 50	0,000.00
C.0 C.1 C.2	Project from Riverwalk Enhancement Plan NEW project TBD MLK Footbridge Enhancements	On Hold Transfer out	Kegerreis	R. Clark			2	\$100	0,000.00
D.0	Building Improvement Grant Program	No funding for one year	Slicker	Сорр	Team, HDC	М	1,4	\$	-
E.0 E.1	Enhance maintnenance; improve garbage/litter clean up Consolidated dumpster project		Eastman		Pastue, Stanifer	Н	1		
F.0 F.1 F.2	Upgrade the streetscape Seasonal Pole Banners Sidewalk Exhibits/Historical	Postpone		A. Clark A. Clark	Jody, CE	М	1	\$	
G.0 G.1	Implement a Project from Heart of Monroe Plan Museum Pocket Park	Postpone	Slicker	R. Clark, A. Clark	HOM Plan	М	1	\$	-
H.0	Install gateway enhancements	Postpone	Slicker	Сорр	DMP	М	1	\$	-
1.0	Conversion of First/Front Streets	Transfer out for design or infrastructure	Slicker	Hastings	DMP	М	1	\$ 50	0,000.00
J.0	Annual Marketing Plan		Whited	Eastman		Н	3	\$ 20	0,000.00
K.0	Annual Communications Plan		Mayor Clark			М	5,6	\$ 4	4,000.00
L.0	Stakeholder/Informational Meetings		STAFF			М	5,6	\$	1,000.00
M.0	EV Station	Subscription	Slicker				;	\$ 38	5,000.00 0,000.00



### Memo

Date: Thursday, January 12, 2023

To: DDA Board of Directors

From: Annette M. Knowles, Downtown/Economic Development Coordinator AMK

Re: REQUEST TO APPROPRIATE FUNDS - 2 WAY CONVERSION TRAFFIC AND

**GEOMETRIC STUDY** 

#### **BACKGROUND**

Attached are communications from the City Engineer regarding a proposal to complete an analysis of traffic and geometrics pertaining to proposed conversions of one-way traffic to two-way and traffic-calming on South Monroe Street. City Council has accepted a proposal from OHM Advisors to conduct the study; the DDA is asked to contribute half of the cost as this project was included in the work plan for FY2022-23. If approved, funds will be transferred to the City to be expended for this study only.

#### **ACTION**

Authorize appropriation of \$49,000 to the 2 Way Conversion Traffic and Geometric Study, funds to be derived from account 248–65.736–818.020, General Contract Services.



# CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Downtown Geometric Modifications and Traffic Operations Study Award

#### **DISCUSSION:**

City Administration is requesting approval of a professional services agreement with OHM Advisors of Livonia, Michigan, to perform a traffic operations and geometric modifications analysis of the downtown area to facilitate conversion of one-way streets to two-way traffic and to review options for traffic calming for South Monroe Street.

The City of Monroe Downtown Development Authority (DDA) prepared the Monroe Downtown Master Plan & Parking Study, which was approved by the Citizens Planning Commission (CPC) in September of 2018. Excerpts from this document specifically describing the above initiatives have been attached for your review and information. The implementation strategies (pages 123 and 124) delineate both the potential conversion of one-way streets to two-way traffic (ID: S3) and a road diet or other traffic calming measures on Monroe Street (ID: S4) as medium-term (1-5 years) with the analysis phase of these projects in combination (ID: S1) being a near-term activity. To support these initiatives, funding was set aside in the 2022-23 Capital Improvements Program (CIP). \$100,000 in funding for "Downtown Geometric Modifications Analysis" was provided from the Major Street Fund, and the DDA committed \$50,000 of their funding for "Monroe Street Traffic Calming and Streetscape" and another \$65,000 for "One way to Two Way Conversion". Within the core downtown area, both Front and First Streets are one-way between Harrison and Macomb (4 blocks each), whereas Washington and Cass are now one-way between First and Front (1 block each).

In order to consider conversion of these roadways to two-way traffic, traffic modeling and a geometric analysis must be performed to ascertain the operational implications and costs of modifying certain aspects of the roadways, curbs, and sidewalk areas. In particular, the intersection of Front and First Streets (including Harrison Street) cannot operate with two-way traffic without substantial realignment, which will involve modeling and cost estimating a number of alternatives. Also, if Front and First both are to carry two-way traffic, it is presumed that a dedicated left turn lane and possibly corresponding traffic signal modifications / realignments will be required by the Michigan Department of Transportation (MDOT) at both streets' intersections with Monroe Street, since east-west opposing traffic would then be present where none exists today. All of the above would have impacts on non-motorized traffic, utilities, and sidewalks / crosswalks that must be taken into account before any final decisions can be made. Options for traffic calming

and other changes to Monroe Street would of course be somewhat inter-related with changes at Front / Monroe and First / Monroe intersections, so at this point both the Monroe Street traffic calming and two-way conversion project analysis should be undertaken simultaneously, particularly since MDOT approval will be needed for any changes that impact Monroe Street in any way.

Representatives of the DDA and City Administration met with representatives of OHM Advisors in November to discuss the scope and timing of a traffic operations and geometric analysis to encompass both projects detailed above. OHM was selected for this project due to their involvement in past one-way conversion studies for the City in the past, their leadership in the review of options for the I-75 interchange realignment of Exits 13 and 14 on behalf of both the City and MDOT, and the local knowledge of one of the firm's principals, Steven M. Loveland, PE, PTOE, who resides in the greater Monroe area and heads the traffic design and operations group for the firm. Their proposal for services, including a breakdown of hours needed for each task, is attached for your review. The Engineering Department feels that both their hourly rates and number of needed hours are appropriate and are within the expected range and current project funding. As such, we recommend proceeding with award of this traffic operations and geometric analysis to OHM Advisors in the amount of \$85,000, but also setting aside the usual 15% contingency to allow for addition of desired additional scope should it prove necessary. As funding would come from both the City at large and the DDA, the Engineering Department is proposing a 50/50 split, which makes this award also subject to approval by the DDA board at their next meeting. While no hard and fast completion time has been specified, based on the need to collect traffic counts in favorable weather and subsequent analysis and review by the City and DDA, the final report will not likely be available until late summer.

IT IS RECOMMENDED that the City Council award a Professional Services Contract for a traffic operations and geometric modifications analysis of the downtown area to OHM Advisors in the amount of \$85,000, that a total of \$98,000 be awarded to provide for a 15% contingency, that the formal professional services selection process be waived, and that the Director of Engineering and Public Services be authorized to execute any necessary agreements on behalf of the City once the DDA Board has approved of their 50% share of the project.

APPROVAL DEADLINE:

**REASON FOR DEADLINE:** 

STAFF RECOMMENDATION: For

**REASON AGAINST:** 

INITIATED BY: Patrick Lewis

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering & Public Services Department, Public Safety Department, Economic & Community Development

#### Financial Impact:

COST AND REVENUE PROJECTIONS Cost of Total Project: At least \$2 million, actual cost depends on final options selected and necessary physical modifications to the various downtown streets to facilitate desired changes.

Cost of This Project Approval: \$98,000

Related Annual Operating Cost: N/A

Increased Revenue Expected/Year: N/A

Source of Funds: Downtown Development Authority (\$49,000), Capital Project Allocation from Major Street Fund (\$49,000)

01/03/23 248-65.736-818.020 · DDA-General Contract Services \$49,000.00

**DDA** Contribution

01/03/23 202-60.451-818.020-23M0300000 · Major Street Const-General Contract Services-23M03

\$49,000.00

Major Street Fund Capital Project Allocation

Total: \$98,000.00

FACT SHEET PREPARED BY: Engineering & Public Services Department DATE 12/26/22

REVIEWED BY: Patrick Lewis

12/27/2022

MEETING DATE:01/3/23



December 21, 2022

Mr. Patrick M. Lewis, P.E. Director of Engineering and Public Services 120 East 1st Street Monroe, MI 48161

RE: Downtown Conversion Study

Dear Mr. Lewis:

Orchard, Hiltz & McCliment, Inc. (OHM Advisors) is pleased to submit our engineering services proposal for the Downtown Conversion Study.

#### **Project Understanding**

There has been some momentum building within the City of Monroe and the Monroe Downtown Development Authority to begin the implementation of sections of the City's Downtown Master Plan. Sections identified for potential implementation include the conversion of the remaining one-way streets to two-way traffic and options to calm traffic on Monroe Street (M-125). An ancillary activity resulting from the conversion would be to study the geometry and operations of the intersection of Front and First Streets. This project will study the conversions from one-way to two-way traffic, explore traffic calming options along Monroe Street, and develop geometric alternatives for the intersection of First and Front Streets.

#### Approach to the Project

Traffic models of the study area will be created using Synchro/SimTraffic software. The models will incorporate new traffic counts at key intersections and existing geometry.

Once the existing condition models are developed, Level-of-Service (LOS) will be determined for the intersections to determine a baseline for the study. From there, the future condition scenario will be analyzed, which includes changing Front and First Streets from one-way to two-way traffic, along with short stretches of Washington Street and Cass Street between First and Front Streets. Comparison tables will be prepared to show how the existing condition compares to the future condition. From there geometric and operational alternatives will be provided and analyzed.

One key focus area will be the intersection of First and Front Streets. Turning both streets to two-way traffic will require geometric changes for the intersection to operate safely and efficiently. The study process for this intersection will include a brainstorming session with the City and study team, operational analysis and identifying a recommended alternative.

This study will pay particular attention to how the conversion will impact the traffic and signal operations for the Michigan Department of Transportation owned signals at First and Monroe and Front and Monroe Streets. Once the roadways are modeled for two-way traffic, the study will move onto looking at alternatives for the Monroe Street traffic calming and potential reconfiguration, which may include additional parking and reduction of lanes.

The overall process will be detailed in the final report which will provide recommendations and cost estimates for recommended improvements.



#### Scope of Service

The following items discuss the various elements of our proposal. As seen in the outline below, the project plan has been organized into 4 major tasks:

#### **Core Tasks:**

- 1. Data Collection
- 2. Existing Condition Analysis
- 3. Future Condition Analysis
- 4. Project Reporting

#### Task 1. DATA COLLECTION

Work will begin with data collection as outlined below.

#### Subtask 1.1 - Field review of the corridor and timing information

The project area will be reviewed. General geometric information will be measured. Data to collect includes number of lanes, lane uses and widths, turn storage, pedestrian crossings, turn restrictions, and posted speed limits. OHM will also contact MDOT to obtain timing information for the MDOT signals along Monroe Street.

#### Subtask 1.2 - Conduct pedestrian, vehicle volume and turning-movement counts

OHM will conduct video turning movement counts for 8-hours on a typical weekday (Tue-Thur) from 7-9 AM, 11-1 Midday and 2-6 PM at the eleven (11) study intersections:

- Monroe Street at Third Street, Second Street, First Street, Front Street and Elm Avenue
- First Street at Cass Street, Washington Street and Macomb Street
- Front Street at First Street, Washington Street, and Macomb Street

Counts will collect pedestrian, passenger vehicle and truck data. OHM will use Quality Counts, LLC as a subconsultant to perform the turning movement counts.

#### Task 2. EXISTING CONDITION ANALYSIS

We will create and analyze traffic models to reflect existing conditions using Synchro/SimTraffic software.

#### Subtask 2.1 – Create the existing condition models

This will include adding the geometry, signal timing and traffic volumes for the study intersections. Once the models are complete, we will validate the models to make sure they match actual field conditions.

#### Subtask 2.2 – Analyze the existing intersections for LOS

The modeling software allows for the determination of traffic operation deficiencies, based on LOS. The existing condition will be evaluated for the AM and PM peak periods to determine the baseline LOS. The counts will be analyzed to determine the overall peak periods for the AM and PM weekday. The existing conditions will be documented for inclusion in the final report.

LIVONIA, MICHIGAN 48150



#### Task 3. FUTURE CONDITION ANALYSIS

The future operational analysis will focus on the current year (2023), and the horizon year of 2043 incorporating the conversion of Front and First Streets from one-way to two-way traffic, along with Cass Street and Washington Street between First and Front Streets.

Evaluations will be prepared for the one-way to two-way conversion as well as additional spot specific alternatives described in more detail below. Signalized and stop-controlled intersections will be evaluated using Synchro/SimTraffic. We will use RODEL<sup>TM</sup> for the capacity calculations for any roundabouts proposed as an improvement alternative. Future conditions along with capacity calculations results will be included in the final report.

#### Subtask 3.1 – Traffic Projections and Directional Distributions

OHM will identify future growth rates in consultation with Southeast Michigan Council of Governments. Assumptions will be made to reroute traffic through the network to determine impacts at each study intersection.

#### Subtask 3.2 – Analyze the future intersections for LOS

Once the one-way to two-way conversion is incorporated into the future models, capacity calculations will be compared to existing conditions for all study intersections. Deficiencies will be noted, and geometric and operational improvements will be identified. A discussion on how parking will be impacted along each of the study roadways will be included in the reporting.

#### Subtask 3.3 – Signalized intersections geometric and operational analysis

The signalized intersections along Monroe Street at First and Front Street will be impacted both geometrically and operationally by the change to two-way traffic. These impacts include the addition of westbound traffic to First Street and eastbound traffic at Front Street, along with new turning movements from Monroe Street at each intersection. The traffic models including existing timing information provided by MDOT will be analyzed to determine if adjustments to signal timings and geometry will be necessary to facilitate the two-way conversion. Geometric improvements include determination of lanes needed to facilitate movements, including number of through lanes and any dedicated turn lanes. The operational analysis will examine how the reconfiguration impacts the existing signal timing as well as the potential need for dedicated left-turn phasing.

#### Subtask 3.4 – First and Front Streets intersection geometric and operational analysis

Due to the reconfiguration of the roadways from one-way to two-way, it is expected that the existing configuration of the intersection will require significant modification to provide safe and efficient operations. Alternatives for this intersection will be brainstormed with the City and study team and evaluated for safety, operations and impacts. Viable alternatives will be modeled and a preferred alternative will be recommended.

#### Subtask 3.5 – Monroe Street traffic calming options

Alternatives for Monroe Street traffic calming will be brainstormed with the City and study team, with viable alternatives being modeled. These alternatives may include a 3-lane, 4-lane or 5-lane cross-sections with or without parking. Monroe Street operations will be analyzed to include the intersection of Monroe Street with Third, Second and Elm, as well as First and Front Streets. Any reductions in lanes or change in operations will need to be analyzed with these signals at either end of the study area. Reductions in lanes may lead to traffic diversions off Monroe Street. These diversions will be considered and their impacts within the study limits identified.

#### Subtask 3.6 – Illustrative Renderings

Planning level exhibits will be developed for the most promising alternatives (up to three) for the First Street at Front Street intersection. These exhibits will help convey the intent of each concept. Renderings will include preliminary existing right-of-way information and will be developed over existing aerial images. Preliminary

LIVONIA, MICHIGAN 48150



proposed right-of-way areas will be shown. Site constraints that could impact the chosen alternative will be labeled. We assume 1 iteration per exhibit will be performed based on City comments.

Exhibits will be created for the intersections of First at Monroe and Front at Monroe to show proposed lane assignments, along with potentially reconfigured roadway, curbs, sidewalks, and parking. It is anticipated that these exhibits will extend approximately 150' along each leg of the intersection.

Additional exhibits may be desired by the City. These exhibits have not been included in the fee but can be added to the project on a time and materials basis. These may include various cross-sections along Monroe Street for 3-lane, 4-lane and 5-lane with or without parking or exhibits showing the reconfigured roadways to layout the lane assignments and parking areas.

#### Subtask 3.7 – Preliminary Cost Estimates

Preliminary cost estimates will be prepared for geometric improvement recommendations associated with Subtasks 3.3, 3.4 and 3.5. These improvements include potential widening of approaches on First and Fronts Streets at their Monroe Street intersections, First Street at Front Street intersection alternatives, and traffic calming geometric changes to Monroe Street.

#### Task 4. PROJECT REPORTING AND MEETINGS

#### Subtask 4.1 – Project Reporting

OHM will submit a report detailing our findings and recommendations. The report will feature the documentation and procedures used for the study.

#### Subtask 4.2 – Meetings

We plan to attend monthly project meetings with the City of Monroe over the duration of the study, as necessary. These meeting can be held in person or virtual depending on the nature of the study. There are a few meetings where we plan to meet in person, these include a brainstorming session and presentations of the study findings to the City and DDA. Bi-weekly check-in meetings via with the City via Zoom will be held to keep the City apprised of study progress and to answer any questions as the study moves forward. An additional meeting is included to meet with MDOT to present the study findings and share impacts at the MDOT intersections.

#### Time Schedule

Upon receiving a signed proposal, OHM is prepared to begin work the project. Data collection will begin in the Spring while school is in session and weather is clear. The preliminary report would be available within three months of collecting traffic counts. The final report would then be available to the City within one month after review comments are received from the City.

#### **Basis of Payment**

OHM will invoice monthly for the value of the services completed. Compensation due will be based on the hourly rates times the cumulative hours for each billing class, not to exceed eighty-five thousand dollars (\$85,000.00). The final payment will be due upon delivery of the final report. Any requested work not covered under this scope of work will be an extra, with compensation due on a time and materials basis utilizing the rate schedule herewith attached as Exhibit 1.

#### **Contract Terms and Conditions**

The attached Standard Terms and Conditions, dated March 11, 2021 and shown as Exhibit 2, are incorporated into this proposal by reference.



#### Acceptance

This document, including any attached Exhibits constitutes the entire Agreement between the City of Monroe and Orchard, Hiltz & McCliment, Inc. and shall not be amended, altered or changed, except by written authorization executed by both parties. If this proposal is acceptable to you, please sign and mail back to us for authorization to proceed.

If you have any questions or require additional information, please contact me at (734) 497-8146. Thank you for giving us the opportunity to provide professional engineering services on this project.

Orchard, Hiltz, & McCliment, Inc.	City of Monroe	
CONSULTANT	OWNER	
AMILL	(Signature)	
Steven M. Loveland, PE, PTOE Principal	(Name)	
December 21, 2022	(Title)	
	(Date)	
Encl: Exhibit 1: Standard Rate Schedule Exhibit 2: Standard Terms and Conditions		



# OHM ADVISORS 2023 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$195.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$178.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$162.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$152.00
Project Specialist III	\$180.00
Project Specialist II	\$160.00
Project Specialist I	\$135.00
Graduate Engineer IV	\$153.00
Graduate Engineer III	\$145.00
Graduate Engineer II	\$140.00
Graduate Engineer I	\$130.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$140.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$122.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$115.00
Technician IV	\$148.00
Technician III	\$130.00
Technician II	\$115.00
Technician I	\$96.00
Engineering / Architectural / Interior Design Aide	\$75.00
Professional Surveyor III	\$170.00
Professional Surveyor II	\$158.00
Professional Surveyor I	\$142.00
Graduate Surveyor	\$128.00
Surveyor III	\$130.00
Surveyor II	\$115.00
Surveyor I	\$100.00
Surveyor Aide	\$75.00
Planner IV	\$163.00
Planner III	\$150.00
Planner II	\$127.00
Planner I	\$110.00
Planner Aide	\$72.00
Graphic Designer	\$120.00
Administrative Support	\$90.00
Clerical Aide	\$75.00
Principal	\$230.00
Sr. Associate	\$210.00
Associate	\$198.00

#### **TERMS & CONDITIONS**



- 1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
- 2. <u>CLIENT RESPONSIBILITIES</u>. CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
- PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
- 4. <u>PERIOD OF SERVICE</u>. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
- 5. <u>COMPENSATION</u>. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
- 6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
- 7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
- 8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.

- 9. <u>LIMIT OF LIABILITY</u>. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
- 10. <u>ASSIGNMENT</u>. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
- 11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
- GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
- 13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
- 14. <u>CERTIFICATIONS</u>. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
- 15. <u>TERMINATION</u>. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
- 16. <u>RIGHT TO SUSPEND SERVICES</u>. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

- 17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
- 18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
- 19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 20. <u>CONSTRUCTION OBSERVATION</u>. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
- 21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

- ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
- 22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
- 23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
- 24. <u>THIRD PARTIES</u>. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
- 25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
- 26. <u>DISPUTE RESOLUTION</u>. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

#### **ALLOCATION OF STAFF RESOURCES**

	OH	M Job Number	PROJECT D	DESCRIPTIO	N:					
		JN: TBD	City of Monr	oe						
	COI	NSULTANT NAME:	Downtown C	onversion S	tudy					
		OHM Advisors			-					
	TASKS  Billing Ra		Associate \$ 198	Prof. Eng.       \$ 178	Prof. Eng. II \$ 162	Grad Eng. II \$ 140	Technician III \$ 148	Total Hours For This	Total For Th	Cos his Tasl
			Loveland Principal	Juidici Project Manager	Maxe Lead Traffic	Hull Engineers	Marcero Tech IV	Task		
1	_	Collection							\$	
	1.1	Field review of the corridor and timing information	4		4	4		12	\$	2,000
	1.2	Conduction pedestrian, vehicle volume and turning-movement counts - OHM	2		2	2		6	\$	1,000
		Conduction pedestrian, vehicle volume and turning-movement counts - Quality Count			LUMP SUM		1		\$	7,480
									\$	
2	_	ting Condition Analysis							\$	
	2.1	Create Exisitng Conditions Models	2	4	16	40		62	\$	9,300
	2.2	Analyze the existing intersections for LOS (& documenting)		2	4	8		14	\$	2,124
3	Futui	l re Condtion Analysis							\$	
	3.1	Traffic Projections and Directional Distributions	2	4	16	24		46	\$	7,060
	3.2	Analyze the future intersections for LOS (& documenting)		2	4	8		14	\$	2,124
	3.3	Signalized intersections geometric and operational analysis	2	4	8	16		30	\$	4,644
	3.4	First and Front Streets intersection geometric and operational analysis (Synchro and RODEL)	1	4	12	16		33	\$	5,094
	3.5	Monroe Street traffic calming options	1	2	12	24		39	\$	5,858
	3.6	Illustrative Renderings	2	8	8		80	98	\$	14,956
	3.7	Preliminary Cost Estimates	2	16	8	8		34	\$	5,660
									\$	
4		ect Reporting and Meetings							\$	
	4.1	Project Reporting	2	4	8	32		46	\$	6,884
	4.2	Meetings	18	18	18	8		62	\$	10,804
		Total Hours by Staff Resource - Plan	38	68	120	190	80	496		04.000
		TOTAL COST FOR ALL TASKS							\$	84,988











# **PLANNING**

# **VISION**

This section combines the information gathered from the existing conditions assessment with the input collected from the stakeholder and community engagement to create a vision for the future of downtown Monroe. This vision is based on the seven Planning Principles developed as a result of the engagement process and includes a series of strategies and recommendations to address the issues and opportunities identified in the existing conditions chapter.

## **Developing a Vision**

#### **KEY TO THIS CHAPTER**

The following is a brief guide to the elements of this chapter:

- » Each page title indicates the planning principle being discussed on the page.
- » Existing conditions and relevant background information is provided to explain why the strategies have been developed.
- » Comment bubbles throughout the chapter represent actual comments received from the community through public meetings, pop-up events, and online surveys.
- » The charts and graphs represent summaries of the data collected through the final online survey regarding the draft recommendations presented at the public open house on March 21, 2018.
- » Photos are representative of the strategies discussed, but may not be the exact form of the implemented strategy.
- » The Implementation chapter includes an action matrix that indicates potential timelines for implementation of each strategy.

#### **ISSUES & OPPORTUNITIES**

The following is a summary of the challenges and opportunities identified through the existing conditions assessment and community engagement process. This information helped to inform the visioning process, and guided the development of recommendations described in this chapter.

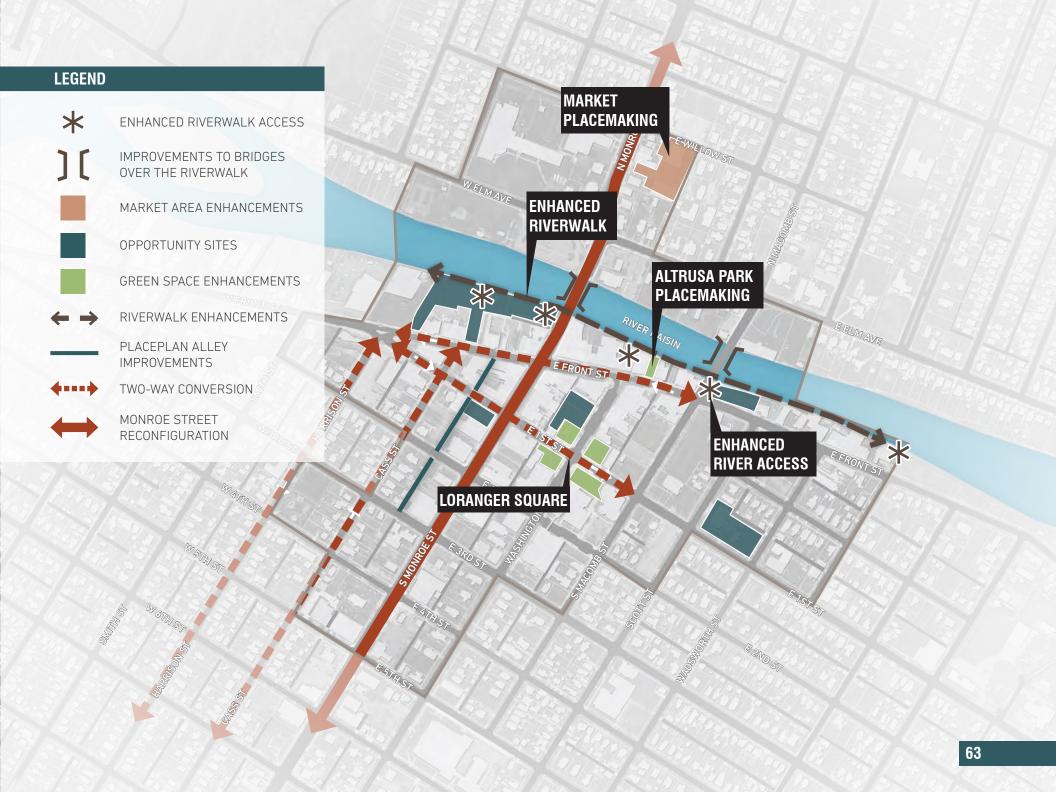
The map on the following page illustrates some of these key opportunities that will be discussed in further detail in this chapter, as well as in the Development Opportunities chapter.

#### Challenges

- » Lack of downtown retail
- » Uninviting downtown
- » Lack of consistent/clear wayfinding
- » Buildings show their back to the river
- » Hidden/underutilized Riverwalk
- » One-way traffic patterns are confusing
- » Complex parking regulations
- » Perception of a parking problem
- » Monroe Street is a barrier
- » Lack of accommodations for bicyclists

#### **Opportunities**

- » Proximity to regional assets
- » Infill development sites
- » Empty spaces to activate
- » Parking lots along the river
- » Overall parking surplus
- » Alley connections and public space
- » Street network with low traffic volumes
- » Compact, walkable center
- » Activity clusters throughout downtown
- » Large areas of aggregated property



## **Calm Downtown Streets**



#### **CONVERTING ONE-WAY STREETS TO TWO-WAY**

#### **Previous Plans**

The Monroe Citywide Master Plan and the River Raisin Heritage Corridor East Master Plan both identify one-way streets in downtown as a significant barrier to connectivity and propose converting key one-way streets to two-way to improve access.

#### **Pros and Cons**

The primary purpose of one-way streets is to move as much traffic through an area as quickly as possible. For this reason, one-way streets often exhibit higher traffic speeds and more crashes. These conditions are not conducive for downtown retail environments.

Benefits of converting one-way streets to two-way can include the following:

- » Safer traffic speeds
- » Less confusion for drivers
- » More vibrant retail environment
- » Easier access and wayfinding to parking, businesses, and destinations
- » Fewer vehicle miles traveled by eliminating indirect routes to destinations
- » Safer pedestrian conditions and more livable, flexible streets

Potential negative impacts of converting one-way streets to two-way can include the following:

- » Increased wait time for motorists stopped at traffic signals
- » Less space within the right-of-way for other uses (bike lanes, on-street parking, etc.)
- » Possible loss of *some* existing on-street parking spaces

#### **Strategies**

Key streets in downtown Monroe that have been identified for conversion from one-way to two-way include the following:

- » Front and First Streets this one-way pair was originally designed to move traffic through downtown. These streets no longer serve this purpose, but remain key connections into, through, and out of downtown. Converting them to two-way will help reduce confusion for everyone trying to drive downtown.
- » Harrison and Cass Streets this one-way pair is primarily residential in context, sitting on the western edge of downtown. The right-of-way is wide enough throughout most of each corridor to continue to accommodate on-street parking, as well as two-way travel.

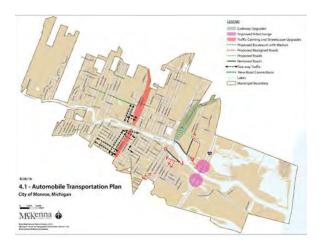
"One-way streets can pose a challenge to those unfamiliar with the area."

"The one-way streets impact my ability to find parking."



## **Case Studies**

#### **PREVIOUS PLANS**



The Citywide Master Plan proposes converting a series of one-way street pairs back to two-way to help improve connectivity downtown:

- » Cass Street and Harrison Street
- » Front Street and 1st Street
- » Godfroy Avenue and Borgess Avenue
- » Willow Street and Vine Street
- » 7th Street and 8th Street



The River Raisin Heritage Corridor East Master Plan proposes converting Front and First to two-way to improve access to downtown from the National Battlefield Park.

#### **GAY STREET | COLUMBUS, OH**



In 2008, an 11-block length of Gay Street in downtown Columbus became the inaugural project for converting car-oriented, one-way roads into two-way pedestrian-friendly neighborhood streets. Since 2008, the improved Gay Street corridor has spurred \$140 million in private investment including 11 new restaurants and bars, 300+ residential units, a 126-room hotel, and downtown's first urban grocery store.

In addition to the economic benefits, expanded sidewalks provide a buffer for the many outdoor seating areas being opened by local restaurants, and the raised urban median that bursts to life each spring with flowering trees slows traffic speeds and increases pedestrian safety.

## **Calm Downtown Streets**



#### **Public Input**

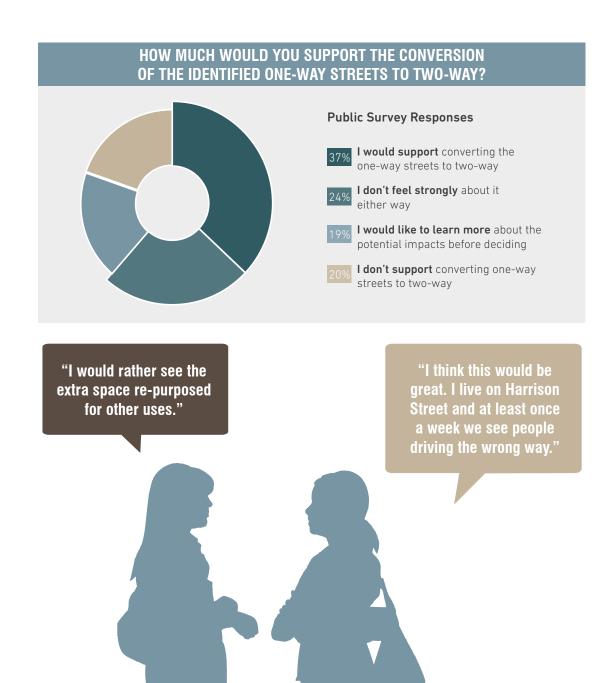
More than half (61%) of survey respondents indicated that they would either support the two-way conversions, or don't feel strongly about it either way. Another 19% of respondents stated they would like to learn more about the potential impacts before supporting the conversions.

About 20% of respondents do not support converting these streets, and provided comments citing concerns about loss of on-street parking and increases in congestion. Further study and modeling of the proposed cirulation changes would help to understand the potential impacts.

#### **Next Steps**

The steps toward implementing these two-way conversions are as follows:

- » Study the feasibility of the conversions in combination with any other changes to the street network (build a traffic model for the downtown street network).
- » Determine if the traffic impacts of these changes are worth the benefits to safety, livability, and access.
- » Work with MDOT to convert the necessary traffic signals and restripe the roads.





## **Calm Downtown Streets**



#### **RECONFIGURING MONROE STREET**

#### **Previous Plans**

Previous planning efforts have evaluated the feasibility of reconfiguring the lanes on Monroe Street through downtown. A traffic analysis was conducted in 2014 and found that a road diet to reduce Monroe Street (between Third and Front Streets) from two lanes in each direction to only one lane in each direction was feasible with some adjustments to the traffic signal timing.

#### **Pros and Cons**

Monroe Street is a state hightway and primary arterial serving not only downtown, but the City of Monroe and beyond. While Monroe Street serves as an important regional connector, it also serves as a significant barrier through the core of downtown in its current form, limiting walkability and negatively impacting the potential for a successful retail district along Monroe Street.

The street is approximately 65 feet wide from curb to curb, with five vehicular lanes and one on-street parking lane. Traffic moves quickly along Monroe Street through downtown, and motorists often pay little attention to pedestrians crossing the street. The street environment is generally univiting for anyone who is not driving through Monroe.

A reconfiguration of the existing right-of-way could result in a much-improved experience along the street through downtown. Benefits of implementing a road diet on Monroe Street could include:

- » Safer traffic speeds
- » Increased safety for all users (motorists, pedestrians, etc.)
- » Reduction in number and severity of crashes
- » Additional space within the right-of-way for other uses (such as on-street parking, bike lanes, wider sidewalks, etc.)
- » Reduction in the overall crossing distance for pedestrians
- » Street environment supportive of a quality retail street

Potential negative impacts of implementing a road diet on Monroe Street could include:

» Increased delay to motorists traveling through downtown Monroe

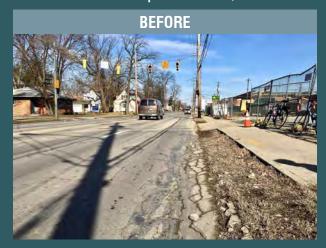
#### **Best Practices**

Traffic volumes on Monroe Street through downtown vary between 17,000 - 21,000 vehicles per day (vpd). Road diets are typically implemented on streets with fewer than 20,000 vpd, but have been implemented successfully on streets with volumes up to 24,000.

"Drivers are not paying attention "The speed limit on to people trying **Monroe Street needs** to cross the to be lower." street."

# **Case Studies**

# INDIANOLA AVENUE | COLUMBUS, OH



» 15,000 - 20,000 Vehicles per Day



### Indianola Avenue in Columbus, OH

Indianola Avenue is located north of downtown Columbus in a primarily residential neighborhood, but serves as a key arterial and north-south connection. It runs parallel to I-71, the primary north-south expressway connecting the suburbs to downtown, and often serves as a relief route.

The corridor is residential to the west, and a mix of instrustrial and commercial on the east side. After years of study and community engagement, the street was reconfigured from four lanes to three lanes with bike lanes on each side. After the road diet was implemented, a series of new mixed-use buildings were constructed along the corridor. While peak hour traffic sometimes experiences delay on the corridor, the road diet has not significantly impacted traffic flow along the corridor.

# LANE AVENUE | UPPER ARLINGTON, OH



> 17,000 - 21,000 Vehicles per Day



# Lane Avenue in Upper Arlington, OH

Upper Arlington is a suburb of Columbus, Ohio with a slightly larger population than Monroe. Lane Avenue serves as one of the key east-west arterials running through the city, providing a connection to two major state highways, as well as the Ohio State University and surrounding University District.

The street was converted from four lanes to three lanes with on-street parking on one side. After the road diet was implemented, property along the corridor was redevloped into medium density mixed-used with residential and retail.

# **Calm Downtown Streets**



# **RECONFIGURING MONROE STREET**

### **Strategies**

The following options were presented to the community for reconfiguration of Monroe Street through downtown.

# No Changes

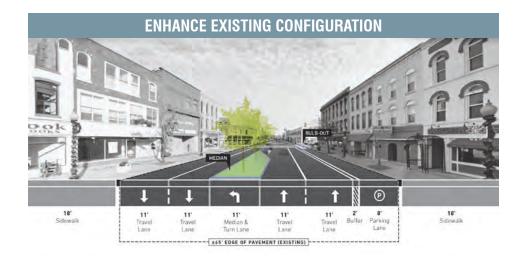
This option would leave the existing configuration of Monroe Street as it is, with two travel lanes in each direction, a center two-way left-turn lane, and a parking lane on one side.

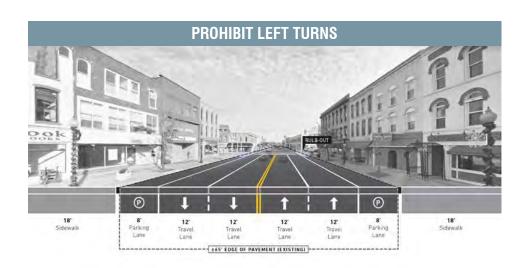
# **Enhance Existing**

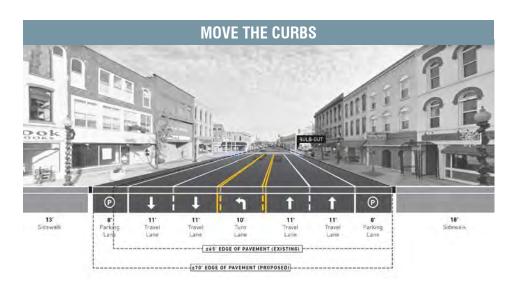
This option would also leave the existing configuration of Monroe Street primarily as it is, with two travel lanes in each direction, a center left-turn lane, and a parking lane on one side. However, it would include the installation of a landscaped median within the center turn lane where feasible, and the turn lane would only exist at the intersection rather than running the entire block. In addition to a median, this option would also include the installation of bump-outs in the parking lane at each corner. These bump-outs would not impact parking and would narrow the crossing distance for pedestrians, increasing safety and visibility for crossing the street.

"Trying to park on Monroe Street is kind of scary."









### Prohibit Left Turns

This option would remove the left-turn lane completely and prohibit left-turns at the intersections. This would allow for the addition of a parking lane on the west side of the street, as well as bump-outs on both sides of the street. If Front Street and 1st Street remain one-way, circulation downtown could become more complicated with the restriction of left-turns from Monroe Street. Ideally, this would be implemented in combination with the two-way conversion of Front Street and 1st Street.

### Move the Curbs

This option would leave the existing configuration of Monroe Street, with two travel lanes in each direction and a center two-way left-turn lane, but would cut into the existing sidewalk on the west side to add another parking lane. The existing sidewalk is approximately 18 feet wide, which is an appropriate width for a downtown retail street. Cutting 5 feet out of this sidewalk would allow for the addition of a parking lane and leave around 13 feet for the sidewalk. However, this would also require narrowing the existing travel lanes slightly to gain the additional 3 feet needed for the parking lane. The narrower travel lanes would help to reduce traffic speeds through downtown, while still providing adequate space for safe and efficient traffic flow. This option, however, would increase the crossing distance for pedestrians.

"There are so many bicyclists downtown. Let's make it safe for them to ride."

# **Calm Downtown Streets**



# **RECONFIGURING MONROE STREET**

### Road Diet with Bike Lanes

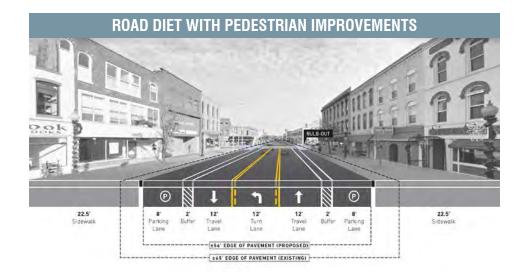
This option would alter the existing configuration of Monroe Street by removing a single travel lane in each direction. This would allow for the addition of a parking lane on the west side of the street, as well as buffered bike lanes on each side of the street. This arrangement could be alternatively configured with the bike lanes at the curbside, and "floating" parking lanes between the bike lane and the adjacent travel lane. Both of these configurations have been successful in cities throughout the United States.

# Road Diet with Pedestrian Improvements

This option would also alter the existing configuration of Monroe Street by removing a single travel lane in each direction. This would allow for the addition of a parking lane on the west side of the street, but instead of adding bike lanes, it would increase the width of the existing sidewalks on each side of the street. This would allow for significantly improved pedestrian and streetscape amenities, including street trees, outdoor dining, sidewalk shopping, and all of the high-quality elements that contribute to a successful retail environment.

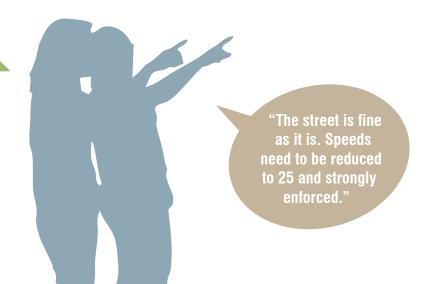
"Make the street easier to cross without losing parking so that people can shop and hang out at restaurants that will hopefully open."





# Parking Parkin

"The center median
with larger trees with
left turn breakouts
would considerably
improve the appearance
of Monroe street"



### **Public Input**

Survey respondents indicated that the highest priority for the reconfiguration of Monroe Street is making sure the west side of the street gets a parking lane. Comments indicated that respondents are divided as to how the parking lane is added, as some would also like to see wider sidewalks or bike lanes, while others would rather keep two lanes of traffic in each direction.

The second highest priority for respondents was pedestrian improvements. Many of the respondents who selected "parking" and "other" as their response also indicated in their comments that pedestrian improvements are equally as important. Landscaping and bike lanes were the lowest priorities for respondents, and traffic flow was listed as a concern for many who chose "other" as their priority.

### **Next Steps**

The steps toward implementing a reconfiguration of Monroe Street are as follows:

- » Study the feasibility of each Monroe Street configuration in combination with one-way to two-way conversions (traffic modeling).
- » Determine if the traffic impacts of the changes are worth the benefits to safety and livability.
- » Work with MDOT to coordinate any changes to the roadway.



# **IMPLEMENTATION**

# STRATEGIES

This section provides a framework for the implementation of the Master Plan. The strategic recommendations, project phasing, additional organizational capacity and planning partners needed to implement the plan are outlined and explained.

# **Implementation Plan**

## IMPLEMENTING THE VISION

The Planning Vision provides a series of strategies and recommendations for improvements downtown regarding street design and circulation, parking, placemaking, and development. Implementation of these strategies and recommendations will require collaboration and coordination between various public and private entities in Monroe.

The following action matrix was developed to help guide implementation. Location-specific recommendations are illustrated in the map on the following page. Prioritization of each strategy is suggested by the estimated timeframe for completion. However, this matrix is intended as a flexible tool to help monitor success, and should be used as a working document.

The DDA Board should conduct and annual review of the matrix to track progress, refine the project descriptions, and adjust priorities. Priorities might change as different funding options become available, or as redevelopment occurs. As the City's Annual Capital Improvement Plan is updated, the DDA should work with City staff and Administration to consider relevant recommendations.

# **POTENTIAL TIMEFRAMES**

**Immediate-term** strategies are those that can feasibly be implemented within the next year.

**Medium-term** strategies might require one to three years, and potentially up to five years for implementation.

**Long-term** strategies are those that will take a minimum of five years to plan and coordinate implementation.

# **0-1 YEAR**

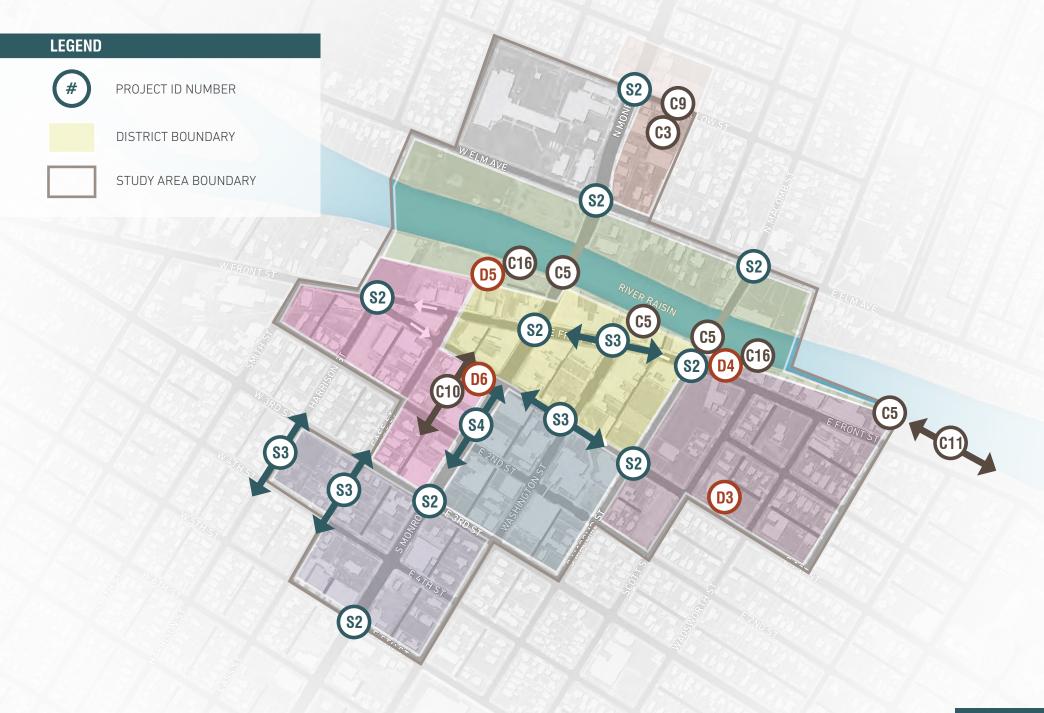
**1-3 YEARS** 

3-5 YEARS

5+ YEARS

# Immediate- to medium-term trategies can be initiated within

strategies can be initiated within the next year, but may take up to three years for completion. **Medium- to long-term** strategies are estimated to take at least three years to implement, but may take longer than five years to complete.



# **Action Matrix**

ID	RECOMMENDATIONS	POTENTIAL ACTORS	TIMEFRAME (YEARS)	0 - 1	1 - 3 3	3 - 5	5+
	STREETS AND CIRCULATION			-			
S1	Study feasibility of one-way conversions and Monroe road diet	DDA, MDOT, City of Monroe	Immediate				
S2	Highlight and improve key intersections as gateways into Downtown	DDA, MDOT, City of Monroe, adjacent property owners	Immediate to Medium				
S3	Convert identified one-ways to two-way	DDA, MDOT, City of Monroe	Medium				
S4	Implement Monroe road diet or feasible alternative	DDA, MDOT, City of Monroe, Monroe County	Medium				
	PARKING STRATEGIES						
P1	Create employee permits for downtown employees to use underutilized blocks of on-street parking; create residential permits that allow downtown residents to use underutilized off-street parking <i>overnight</i>	DDA, City of Monroe, Monroe Police Department	Immediate				
P2	Create visitor-priority parking lots that prohibit parking before 10am	DDA, City of Monroe, Monroe Police Department	Immediate				
P3	Cover/remove parking meters on-street and in visitor lots, and make all parking free until demand rises	DDA, City of Monroe, Monroe Police Department	Immediate				
P4	Establish first-time forgiveness program to issue informational warning tickets, and establish an escalating fine beginning with 2nd violation	DDA, City of Monroe, Monroe Police Department	Immediate				
P5	Establish new, simplified regulations for on-street parking downtown	DDA, City of Monroe, Monroe Police Department	Immediate				
P6	Establish loading zones in on-street parking spaces for commercial deliveries in key retail zones during off-peak hours	DDA, City of Monroe, Monroe Police Department	Immediate				
P7	Reconfigure, or phase out parking validation program over time	DDA, City of Monroe, Downtown Monroe Business Network	Medium				
P8	Implement wayfinding downtown that includes parking information	DDA, City of Monroe	Medium				
P9	Conduct regular parking occupancy counts to track any changes in parking demand over time	DDA, City of Monroe	Medium				
P10	Install modern parking meters as demand necessitates use (include pay by phone option)	DDA, City of Monroe	Long				



# Memo

Date: Thursday, January 12, 2023

To: DDA Board of Directors

From: Annette M. Knowles, Downtown/Economic Development Coordinator AMK

Re: MPACT SPONSORSHIP

# **BACKGROUND**

Attached are communications from MPACT regarding sponsorship for the forthcoming year. The DDA has sponsored MPACT for several year in exchange for marketing benefits as described in the attached.

# **ACTION**

Authorize appropriation of \$365 to MPACT sponsorship, funds to be derived from account 248–65.736–880.000, Community Promotion.

### MONROE'S PUBLIC ACCESS CENTER



### Community Radio & Television WWW.MPACTSTUDIO.ORG

**BOARD OF DIRECTORS** 

Christopher Slat (MCISD)

President

David Payne (MPS) Vice President

Nancy Bellaire (MCLS) Treasurer

Darcy Piedmont Secretary

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Jody Egen City of Monroe

Richard Janssens Monroe Charter Township

ADMINISTRATION
Milward J. Beaudry II
Executive Director

Beth Kern Admin. Assistant

Corey Cevora Programming Assistant

Brian Burchette Programming Assistant

Nikole Downs Programming Assistant December 20, 2022

Happy Holidays!

It's sponsorship renewal time again and I hope you can continue to support MPACT in 2023!

There are no increases in our Basic Radio & TV Sponsorship Package for 2023. You will still get multiple messages throughout each day for a whole year for only \$365!

Your continued support of MPACT & Rewind 94.3 FM will help us to expand and to maintain the streaming services that we provide to our community. We are currently working on a redesign of our website that will prominently display our Public, Educational, and Government Access video channels on the home page. With us streaming all three of our cable television channels, and these channels easily visible on our website, your sponsorship message that includes your logo will be available to be viewed and heard by everyone logging in to our services. Featured alongside with our video channels, our radio and podcasting streams will also be easily accessible in one centralized location at <a href="https://www.mpactstudio.org">www.mpactstudio.org</a>.

As I have stated in years past, every non-profit PEG center, like us here at MPACT and across the United States, are seeing a steady decline in the franchise funding from the cable television industry. In our case we have seen a decrease of about \$7,500 in 2022, and as reported in 2021 we saw a \$3,400 reduction in franchise funding.

Currently, my goal is to find ways to establish an annual budget of \$300,000 for the 2023-2024 fiscal year to start on July 1. This is an increase of \$50,000 from our current budget. Your support at or beyond \$365 level will greatly help us to achieve this goal. We have a number of other packages that I can discuss with you that will show the community that you support the work we are doing here at MPACT to increase our media presence in Monroe County.

Again, thank you for your support in 2022! I am looking forward to your continued support, or hearing from you about any changes you would like to make in the support of Monroe Public Access Cable Television in 2023. Feel free to call me at MPACT at 734-243-5707. If I am out of the office, please call me directly at 734-625-0010.

Sincerely,

Milward J. Beaudry

**Executive Director** 

MONROE'S PUBLIC ACCESS CENTER



# INVOICE

DATE: December 16, 2022

**INVOICE NUMBER:** I-23016

TO:

Monroe DDA

120 E. First St.

Monroe, MI 48161

CONTACT PERSON	JOB	PAYMENT TERMS	DUE DATE
Milward Beaudry		,	Janaury 31, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Sponsorship Renewal Basic Radio & Television Package	\$365.00	\$365.00
		TOTAL:	\$365.0



# Memo

Date: Thursday, January 12, 2023

To: DDA Board of Directors

From: Annette M. Knowles, Downtown/Economic Development Coordinator AMK

Re: PURCHASE AGREEMENT FOR 13 WEST FRONT STREET

### **BACKGROUND**

After months of deliberation and discussion, the DDA and the sellers of 13 West Front Street have reached agreement on the DDA's purchase of said property for \$90,000.00. Chairman Slicker signed documents based on previous authorization from the board. At this time, the board is asked to approve the purchase agreement in its final form. There is a due diligence period included in the PA; it is recommended that the board authorize its representatives to pursue environmental surveys and other items that may be included as conditions so as not to jeopardize a timely closing on the property.

# **ACTION**

Approve the Purchase Agreement for 13 West Front Street, under terms and conditions described therein, at a purchase price of \$90,000, funds to be derived from account 248–65.736–971.000, Land; and be it further resolved that representatives of the DDA may take action to follow up on items included as due diligence.

# AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

# -By and Between-

# MONROE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MONROE, MICHIGAN -and-

# SALIH MEHMETI AND VASIL NUHAJ

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE (this "Agreement") is entered into as of the day of day of day of 2023 ("Effective Date"), by and between Salih Mehmeti and Vasil Nuhaj, whose address is 2770 North Dixie Hwy., Monroe, MI 48162 ("Seller") and Monroe Downtown Development Authority of the City of Monroe, Michigan, a public body corporate, whose address is 120 E. First Street, Monroe, Michigan 48161 ("Purchaser").

The parties agree as follows:

- 1. <u>Purchase and Sale</u>: Subject to and upon the terms and conditions set forth herein, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the real property commonly known as 13 W. Front St., Monroe, MI 48161 (Tax I.D. No.: 29-00162-000) (the "<u>Property</u>") as more fully described on the attached Exhibit A.
- 2. <u>Conditions Precedent</u>: As condition precedents prior to Closing on the sale of the Property, the Purchaser agrees as follows:
  - A. that this Agreement must be approved by the Buyer's Authority Board at a public meeting.

- B. Purchaser's duty to close its purchase of the Property is conditioned on occurrence of each of the following within the time frames set forth below:
  - Purchaser shall be satisfied with its due diligence and inspection of the Property, as provided in Section 6, by no later than the end of the Inspection Period;
  - ii. Purchaser shall be satisfied with its review of the title insurance Commitment. Purchaser shall remove or waive this contingency within 15 business days after receiving the last of (a) the Commitment and all attachments thereto, (b) Seller's response to a title objection submitted by Purchaser to Seller under Section 5.

Notwithstanding any other provision of this Agreement, if any of the conditions to closing stated in this subsection 2.B are not satisfied or waived by Purchaser within the time frames applicable to that condition, Purchaser may terminate this Agreement, effective upon written notice to Seller, and the parties shall have no further obligation to each other under this Agreement.

- 3. <u>Purchase Price</u>: The purchase price for the Property shall be Ninety Thousand and 00/100 Dollars (\$90,000.00) (the "<u>Purchase Price</u>").
- 4. <u>Payment of Purchase Price</u>: Subject to full and timely performance by Seller, the Purchase Price, adjusted for closing prorations as provided in this Agreement, shall be payable in full in readily available U.S. funds.
- 5. <u>Title Insurance</u>: A. Within fifteen (15) days after the effective date of this agreement, Seller shall provide to Purchaser a commitment for an owner's policy of title insurance for the Property ("Commitment") prepared by Hassett Title Company (the "Title Company") that commits the Title Company to insure fee simple marketable title in the

Property in Purchaser or its designee. The Commitment shall have a stated liability equal to the purchase price of the Property. At closing, the Seller shall convey fee title to the Property by Warranty Deed subject to: (i) public and utility easements of record; (ii) restrictions of record; (iii) building and zoning laws, rules and regulations; (iv) any easements or other restrictions required by this Agreement and (v) exceptions arising out of the acts or omissions of Purchaser. Purchaser shall have fifteen (15) busines days after receipt of the Commitment to review the Commitment and submit to Seller any objections that Purchaser has to the condition of title to the Property or a stated exception that may affect Purchaser's use of the Property as shown in the Commitment. Seller shall have twenty (20) business days after receipt of a title objection from Purchaser to resolve the objection to the reasonable satisfaction of Purchaser or to terminate this Agreement.

- 6. <u>Due Diligence & Inspection Rights</u>: Purchaser shall have the right to inspect any and all physical and legal conditions of the Property for ninety (90) days following the effective date of this Agreement (the "Inspection Period"). Prior to the conclusion of the Inspection Period, Purchaser shall provide notice to the Seller if Purchaser, as a result of Purchaser's due diligence, elects to terminate the Agreement and the Agreement shall terminate. If Purchaser does not provide written notice prior to the conclusion of the Inspection Period, Purchaser shall be deemed to have waived the condition to Closing stated in Section 2.B (the "Inspection Contingency"). The waiver of the Inspection Contingency by Purchaser shall be deemed to be the agreement by Purchaser to acquire the Property in its current AS-IS, WHERE-IS condition.
- 7. Representations and Warranties of Seller: Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, the following:

A. Seller has good and marketable title to the Property and that the Property is not subject to any mortgages, liens or encumbrances except as otherwise set forth herein or as will be discharged as a condition of closing.

# B. Seller's Deliveries: Entry.

- (a) Seller shall deliver to Purchaser, no later than five (5) days after the Effective Date, any of the following documents (the "Seller's Deliveries") in Seller's possession as of the Effective Date: (i) copies, if any, of all final, written, third-party reports regarding soil conditions, ground water, wetlands, underground storage tanks, subsurface conditions and/or other environmental or physical conditions relating to the Property, in Seller's possession or control; (ii) copies, if any, of all surveys relating to the Property, in Seller's possession or control; (iii) copies, if any, of Seller's most recent owner's title policy issued in connection with the Property and the most recent survey of the Property; and (iv) copies of all, if any, of the following in Seller's possession or control: subdivision plans or plats, variances, parcel maps or development agreements relating to the Property: and licenses, permits, certificates, authorizations, or approvals issued by any governmental authority in connection with the construction, ownership, use and occupancy of the Property.
- (b) From and after the Effective Date and upon prior notice to Seller, Purchaser and its representatives shall have the right and license to enter upon the Property to undertake such activities thereon reasonably required to enable Purchaser to conduct inspections and due diligence. Seller shall reasonably cooperate with Purchaser's request for access to the

Property. Purchaser hereby indemnifies and holds Seller harmless with respect to any liability, including, but not limited to, personal injury or property damage resulting from Purchaser's activities upon the Property in connection with the foregoing right of entry provided, however, that Purchaser shall not be obligated to indemnify Seller for the negligence or willful misconduct of Seller, its employees, agents and representatives. The foregoing sentence shall survive the Closing or the earlier termination of this Agreement, notwithstanding anything herein contained to the contrary.

# C. Representations.

Seller warrants, represents and covenants to Purchaser as follows: (i) to the best of Seller's knowledge, there are no actions, claims, cause of actions, demands, damages or actions of third parties, actual or threatened, including condemnation affecting Seller or the Property; (ii) to Sellers knowledge, there are no outstanding contracts, agreements, leases or rental agreements, oral or written, which would prevent possession or occupancy by Purchaser at Closing of all or any part of the Property, and, at Closing, the Property shall be delivered to Purchaser free and clear of any tenancy, and any and all contracts and agreements affecting the Property shall be terminated on, prior to or in connection with Closing; (iii) from and after the date of this Agreement, Seller shall not convey, burden or encumber the Property in any manner; (iv) from and after the date of this Agreement, Seller shall keep the Property insured in accordance with Seller's normal and customary practices; (v) to the best of Seller's knowledge, (x) the condition of the Property is not in violation of any law,

ordinance, rule or regulation applicable thereto and concerning petroleum and/or petroleum derived products, hazardous materials and/or toxic substances (collectively, "Hazardous Materials") as defined and/or identified in applicable federal or state law, (y) the soil, the surface water and the ground water on the Property are free from any Hazardous Materials or other contaminants, and (z) the Property has not been used for the treatment, storage, handling or disposal of any Hazardous Materials in violation of applicable law; (vi) Seller is the sole owner of fee title to the Property with the right to execute this Agreement and convey the Property without obtaining the consent or approval of any other party and, after satisfaction of any land contracts in connection with Closing, there will be no third parties with any interest in the Property; and (vii) neither the execution and delivery of this Agreement nor the consummation by Seller of the transaction contemplated hereby will, after satisfaction of any land contracts in connection with Closing (xx) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Seller is a party or by which it or the Property is bound, or (yy) violate any order, injunction decree, statute, rule or regulation applicable to Seller or the Property. Each and every warranty, representation and covenant set forth above or otherwise set forth elsewhere in this Agreement shall be true as of the Effective Date and as of the Closing date and shall survive the Closing of the transaction contemplated by this Agreement.

- 8. Representations and Warranties of Purchaser: Purchaser represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, the following:
  - A. Purchaser is a public body corporate and has full power, capacity and authority to execute and deliver this Agreement (subject to the requirements of subsection B immediately below) and to perform its obligations hereunder and it will have satisfactory resources available at the time of Closing to consummate the purchase of the Property.
  - B. The execution and delivery of this Agreement is subject to public approval by the Purchaser's Authority Board. Thereafter, this Agreement will be binding on Purchaser. This Agreement is enforceable against Purchaser in accordance with its terms, and the execution of this Agreement and all other agreements contemplated hereby by Purchaser will not violate any restriction, court order or agreement to which Purchaser is subject or to which Purchaser may be a party.
- 9. <u>Closing</u>: The purchase and sale of the Property contemplated by this Agreement (the "<u>Closing</u>") shall close at the office of the Title Company, or at another location mutually agreed upon by the parties (the "<u>Closing Date</u>") by no later than one hundred twenty (120) days after the Effective Date. At Closing, the Seller shall be responsible for the real estate transfer taxes, the cost of the owner's title insurance policy, and one-half of the Title Company's escrow and/or closing fees. The Purchaser shall be responsible for the cost of recording the deed and one-half of the Title Company's escrow and/or closing fees. There shall be no proration of real estate tax bills. Purchaser, provided that the transaction closes on or before June 15, 2023, shall be responsible for the Summer

2023 real estate tax bill and all future real estate tax bills. Seller shall be responsible for all other real estate tax bills prior to the date of Closing. Seller shall pay any and all special assessments due and owing prior to the date of Closing.

# At Closing:

- A. Seller shall deliver or cause to be delivered:
  - 1. A recordable Warranty Deed conveying fee simple ownership of the Property to Purchaser, duly executed and acknowledged by Seller.
  - 2. Any other documents required by the Title Company and/or any which are required by this Agreement and to which the Seller otherwise agrees which are necessary to effectuate this Agreement or required by the Title Company in order to issue an owner's title insurance policy in the form required herein.
  - 3. A policy of title insurance that insures fee simple marketable title to the Property in Purchaser or its designee.
- B. Purchaser shall deliver or cause to be delivered:
  - 1. The Purchase Price as provided in Paragraph 3;
  - 2. All other documents approved by Purchaser and necessary to be executed pursuant to the terms of this Agreement or required by the Title Company;
- D. Possession of the Property shall belong to the Purchaser after Closing. Any tangible personal property remaining in or on the Property after Closing will be treated as abandoned property and Purchaser may dispose of or retain such property in its sole and absolute discretion.
- 10. <u>Notices</u>: Any notice, demand or document which any party is required to or that any party desires to give or deliver to or make upon any other party shall, in the case of a notice or demand, be in writing and may be given by overnight courier service, or by United States certified mail, return receipt requested, addressed to the recipient at such address first set forth above. Any party may designate a different address for itself by notice

similarly given. Delivery may also be made in person. Unless otherwise provided herein, any such notice, demand or document so given, delivered or made, by recognized overnight courier or by certified mail, shall be effective upon delivery of the same to the proper address of the party or parties to whom the same is to be given.

# 11. Condemnation and Casualty:

- A. If, after the date of this Agreement and prior to the Closing Date, all or any material portion (in the judgment of Purchaser) of the Property is taken by exercise of the power of eminent domain, or any proceedings are threatened or instituted to effect such a taking, Seller shall immediately give Purchaser notice of such occurrence, and Purchaser may, within thirty (30) days after receipt of such notice, elect either (i) to terminate this Agreement, in which event all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect, other than as expressly stated herein, or (ii) to close the transaction contemplated hereby as scheduled (except that if the Closing Date is sooner than thirty (30) days following Purchaser's receipt of such notice, Closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all condemnation awards or other damages collected or claimed with respect to such taking.
- B. If, after the date of this Agreement and prior to the Closing Date, all or any material portion (in the judgment of Purchaser) of the Property is affected by an event of casualty, Seller shall immediately give Purchaser notice of such occurrence, and Purchaser may, within fifteen (15) days after receipt of such notice, elect either (i) to terminate this Agreement, in which event all obligations of the parties hereunder shall cease and this Agreement shall have no further force and

effect, except than as expressly stated herein, or (ii) to close the transaction contemplated hereby as scheduled (except that if the Closing Date is sooner than fifteen (15) days following Purchaser's receipt of such notice, Closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at closing all insurance proceeds or other damages collected or claimed with respect to such casualty or, if such proceeds or damages have not yet been collected or awarded, its claims and rights to pursue same.

12. Remedies: In the event that the conditions precedent described herein are not timely fulfilled without the fault of the party whose obligations are contingent upon fulfillment of such conditions, such party may at its written election terminate this Agreement, effective upon written notice to the other party. Upon delivery of such a notice to the other party, this Agreement shall be terminated, and no party shall have any further rights or obligations to the other hereunder. Purchaser shall have the right to specific performance of Seller's obligations under this Agreement.

# 13. General:

- A. This Agreement contains the entire agreement between the parties respecting the sale of the Property and supersedes all prior agreements, whether written or oral, between the parties respecting such sale. Any amendments or modifications hereto in order to be effective shall be in writing and executed by the parties.
- B. Time is of the essence in the performance of each and every term, condition and covenant of this Agreement.
- C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and their permitted assigns.

- D. The captions appearing at the commencement of the paragraphs are descriptive only and for convenience in reference and shall not be considered in construing this Agreement. Should there be any conflict between any such caption and the paragraph at the head of which it appears, the paragraph and not such caption shall control and govern in the construction of this document.
- E. In the event of litigation between the parties, each party shall be responsible for its own attorney fees and costs unless otherwise dictated by Michigan or federal law.
- F. Except as expressly provided, no waiver by a party of any breach of this Agreement or of any warranty or representation under this Agreement by another party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not the same or similar nature). No failure on the part of a party to exercise any right it may have by the terms of this Agreement or by law upon the default of another party, and no delay in the exercise of any such right by the first party at any time when such other party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provisions of this Agreement.
- G. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.
- H. Unless otherwise provided, in computing a period of days for performance or payment as provided hereunder, the first day shall be excluded and the last day shall be included. If the last day of any such period is a legal holiday in the State of Michigan, the period shall extend to include the next day which is not a legal holiday in the State of Michigan. Any performance or payment which

must be taken or made under this Agreement must be taken or made prior to 5:00 P.M. EST on the last day of the applicable period provided hereunder for such action, unless another time is expressly specified.

- I. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference.
- J. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan regardless of any principle pertaining to conflicts of laws.
- K. In the event that any party hereto commences any suit or other legal or administrative proceeding to enforce any of the terms or conditions of this Agreement, each party hereby consents to venue and subject matter jurisdiction in Monroe County, Michigan. Each party hereby waives any defense based on lack of subject matter jurisdiction, improper venue and forum non conveniens. Each party waives the right to trial by jury.
- L. Each party hereto shall from time to time execute and deliver such further documents or instruments as the other party, its counsel or the Title Company may reasonably request to effectuate the intent of this Agreement including, without limitation, documents reasonably necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.
- M. This Agreement is deemed, and shall be construed, to have been mutually prepared by all the parties and any uncertainty or ambiguity in it shall not be construed more strictly against one party as against any other party

N. Seller shall be responsible for any and all fees or commissions due to Seller's broker in connection with this transaction. Seller hereby agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim, by any broker or finder used by Seller. Purchaser represents and warrants that it has not used a broker in connection with this transaction.

O. Purchaser may assign its rights and obligations under this Agreement effective upon written notice to Seller.

P. The terms of this Agreement shall not merge with the deed at Closing and shall specifically survive the Closing.

14. <u>Electronic and Counterpart Signatures</u>. Seller and Purchaser agree that this Agreement may be executed in counterpart and transmitted by facsimile and/or other electronic means (such as pdf) and that such signatures shall for all purposes be equivalent to original signatures.

- Signature Page Follows -

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

SELLER:	PURCHASER:
Salih Mehmeti	MONROE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MONROE, MICHIGAN
Vasil Nuhaj	(signature)
Slicker Chairman	William <u>Its:</u>

# **EXHIBIT A**

[SEE ATTACHED]