

MONROE
DOWNTOWN
DEVELOPMENT AUTHORITY
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, March 15, 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)
- 5. Public Comment** (3 minutes per individual)
- 6. Consent Agenda** (2 minutes) **Action Requested**
 - A. Approval of Agenda
 - B. Approval of Minutes
 - i. Minutes of February 15, 2023
 - C. Financial Reports
 - i. February, 2023 DDA Preliminary Itemized Expenditure Report FY 2022-23
 - ii. February, 2023 DDA Revenue and Expenditure Report FY 2022-23
- 7. Project/Work Plan Updates** (5 minutes)
- 8. New/Other Business**
 - A. Intergovernmental Agreement For Redevelopment Services And Professional Support
 - B. Proposal to Conduct a Phase II Environmental Site Assessment
 - C. Report on Project Updates from William Slicker - To be supplied at meeting
- 9. Board Member and Administrative Comments**
- 10. Adjournment** **Action Requested**

Vision Statement

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 February 15, 2023 Council Chambers, Monroe City Hall

1. Call to Order

Chairperson William Slicker called the meeting to order at 8:31 a.m.

2. Roll Call

Present: Mayor Robert Clark, Mary Hastings, Andy Clark, Erik Drummonds, William Slicker, Robert Copp

Absent: Scott Kegerreis, Stuart Eastman

Staff: Vincent Pastue, City Manager
Mark Cochran, Community and Economic Development Director

3. Vision Statement – Read by Mayor Clark

4. Additions/Deletions to the Meeting Agenda

5. Public Comment - None

6. Consent Agenda

A. Approval of Agenda

B. Approval of Minutes

❖ Minutes of January 18, 2023

C. Financial Reports:

❖ January, 2023 DDA Preliminary Itemized Expenditure Report FY 2022-2023

❖ January, 2023, DDA Revenue and Expenditure Report FY 2022-2023

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

7. Project/Work Plan Updates

William Slicker gave an update on the murals going up at 12 South Monroe Street and 36 West Front Street. Discussion followed.

8. New/Other Business

A. Proposals from AKT Peerless for Environmental Assessments

Mark Cochran gave an update that the BRA approved the funding for these assessments. BRA will get the invoices and pay those on behalf of the DDA. Discussion followed.

Motion by Mayor Clark, seconded by Drummonds to authorize the acceptance of proposals from AKT Peerless to conduct a Phase 1 Environmental Survey at a cost of \$2,400.00 and an Asbestos and Hazardous Materials Survey at a cost of \$7,470.00, funds to be derived from Account 248-65.736-818.020, General Contract Services, for the property at 13 West Front Street. *Motion carried, all ayes.*

B. EV Station- Cpaas and Make-Ready-Site Proposals

William Slicker referred to the last meeting about approving this item but not having a formal quote for that combination. The EV Stations will operate on a subscription bases for 5 years, while the make-ready site is a capital investment. Discussion followed.

Motion by Drummonds, seconded by Hastings to authorize appropriation of an amount not to exceed \$22,500 for a make-ready site and to accept the proposal from LilyPad to construct, and authorize the subscription from ChargePoint at a cost of \$4,800 annually for a five-year period, for EV Charging Stations. *Motion carried, all ayes.*

C. PlacePlan Pocket Park Update

William Slicker referred to the written information in the packet with cost estimates for the Pocket Park plan. William, Vince Pastue and Mark Cochran are looking to coordinate with other groups for funding on this project. Discussion followed.

9. Board Member and Administrative Comments

Eric Drummonds gave an update on the CLG Grant. When the DDA acquired the property at 13 West Front, he contacted the office of Allen Higgins and did not receive a reply. He is focusing on working on the next round of applications mid-summer. Discussion followed.

Mark Cochran gave a few different updates. A Social District was recently approved by the State of Michigan for part of the downtown. He is hoping it will be up and running this spring. Mark also gave an update on switching the DDA agendas and minutes to the system of MinuteTraq this year.

10. Adjournment

Motion to adjourn at 8:59 a.m. by Hastings, seconded by Copp. *Motion carried, all ayes.*

User: aknowles

TRANSACTIONS FROM 02/01/2023 TO 02/28/2023

DB: Monroe

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Department 80.100 GENERAL REVENUE							
02/01/2023			248-80.100-665.005 INTEREST ON INVESTMENTS		BEG. BALANCE		(10,752.22)
02/10/2023	GJ	JE	5/3 SERVICE FEES - JAN 2023	27570	18.82		(10,733.40)
02/28/2023	GJ	JE	MICHIGAN CLASS EDGE INT - FEB 2023	27633		873.88	(11,607.28)
02/28/2023	GJ	JE	MICHIGAN CLASS INTEREST - FEB 2023	27635		1,471.54	(13,078.82)
02/28/2023			248-80.100-665.005	END BALANCE	18.82	2,345.42	(13,078.82)
TOTAL FOR DEPARTMENT 80.100 GENERAL REVENUE					18.82	2,345.42	
TOTAL Revenues					18.82	2,345.42	(13,078.82)
Expenditures							
Department 65.736 DOWNTOWN DEVELOPMENT							
02/01/2023			248-65.736-727.000 OFFICE SUPPLIES		BEG. BALANCE		438.83
02/21/2023	AP	INV	ADOBE SUBSCRIPTION	01/17/2023	31.79		470.62
02/21/2023	AP	INV	GMAIL ACCOUNT	01/01/2023	12.00		482.62
02/28/2023			248-65.736-727.000	END BALANCE	43.79	0.00	482.62
02/01/2023			248-65.736-730.000 POSTAGE		BEG. BALANCE		38.92
02/28/2023	GJ	JE	POSTAGE - FEB 2023	27624	0.60		39.52
02/28/2023			248-65.736-730.000	END BALANCE	0.60	0.00	39.52
02/01/2023			248-65.736-818.005 LEGAL SERVICES		BEG. BALANCE		950.00
02/21/2023	AP	INV	DDA LEGAL FEES JANUARY	14592	525.00		1,475.00
02/28/2023			248-65.736-818.005	END BALANCE	525.00	0.00	1,475.00
02/01/2023			248-65.736-853.000 TELEPHONE		BEG. BALANCE		186.00
02/21/2023	AP	INV	DDA OFFICE TELEPHONE	01/11/2023	31.00		217.00
02/28/2023			248-65.736-853.000	END BALANCE	31.00	0.00	217.00
02/01/2023			248-65.736-860.000 TRAINING & TRAVEL		BEG. BALANCE		205.00
02/21/2023	AP	INV	MILEAGE REIMBURSEMENT - STANIFER	2/9/2023	60.26		265.26
02/28/2023			248-65.736-860.000	END BALANCE	60.26	0.00	265.26
02/01/2023			248-65.736-880.000 COMMUNITY PROMOTION		BEG. BALANCE		2,600.00
02/06/2023	AP	INV	SPONSORSHIP RENEWAL RADIO/TELEVISION	I-23016	365.00		2,965.00
02/21/2023	AP	INV	DDA RACK CARDS	01/05/2023	495.91		3,460.91
02/28/2023			248-65.736-880.000	END BALANCE	860.91	0.00	3,460.91
02/01/2023			248-65.736-969.000 INSURANCE PREMIUM		BEG. BALANCE		1,550.50
02/01/2023	GJ		MONTHLY P&L INSURANCE ALLOCATION	27508	221.50		1,772.00
02/28/2023			248-65.736-969.000	END BALANCE	221.50	0.00	1,772.00
TOTAL FOR DEPARTMENT 65.736 DOWNTOWN DEVELOPMENT					1,743.06	0.00	
TOTAL Expenditures					1,743.06		7,712.31
TOTAL FOR FUND 248 DOWNTOWN DEVELOPMENT AUTHORITY					1,761.88	2,345.42	(5,366.51)
GRAND TOTALS:					1,761.88	2,345.42	(5,366.51)

GL NUMBER	DESCRIPTION	YTD BALANCE		ACTIVITY FOR		AVAILABLE BALANCE (ABNORMAL)
		2022-23 AMENDED BUDGET MAL	02/28/2023 (ABNORMAL) ASE	MONTH	02/28/2023 (DECREASE) MAL	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 80.100 - GENERAL REVENUE						
248-80.100-665.005	INTEREST ON INVESTMENTS	1,000.00	13,078.82	2,326.60		(12,078.82)
248-80.100-669.000	ASSET APPRECIATION	0.00	242.68	0.00		(242.68)
Total Dept 80.100 - GENERAL REVENUE		1,000.00	13,321.50	2,326.60		(12,321.50)
Dept 80.600 - GENERAL REVENUE						
248-80.600-402.000	REAL PROPERTY TAXES	311,700.00	262,649.54	0.00		49,050.46
248-80.600-410.000	PERSONAL PROPERTY TAXES	(34,800.00)	(20,658.45)	0.00		(14,141.55)
248-80.600-573.000	LCSA APPROPRIATION/PPT EXEMPT RI	17,400.00	6,960.24	0.00		10,439.76
Total Dept 80.600 - GENERAL REVENUE		294,300.00	248,951.33	0.00		45,348.67
TOTAL REVENUES		295,300.00	262,272.83	2,326.60		33,027.17
Expenditures						
Dept 65.736 - DOWNTOWN DEVELOPMENT						
248-65.736-727.000	OFFICE SUPPLIES	500.00	482.62	43.79		17.38
248-65.736-730.000	POSTAGE	500.00	39.52	0.60		460.48
248-65.736-750.015	UNIFORMS/CLOTHING	100.00	0.00	0.00		100.00
248-65.736-750.075	SEASONAL DECORATIONS-DDA	10,000.00	16,464.66	0.00		(6,464.66)
248-65.736-818.005	LEGAL SERVICES	0.00	1,475.00	525.00		(1,475.00)
248-65.736-818.010	AUDIT SERVICES	1,500.00	1,480.00	0.00		20.00
248-65.736-818.020	GENERAL CONTRACT SERVICES	175,000.00	70,816.72	0.00		104,183.28
248-65.736-853.000	TELEPHONE	1,600.00	217.00	31.00		1,383.00
248-65.736-860.000	TRAINING & TRAVEL	1,400.00	265.26	60.26		1,134.74
248-65.736-880.000	COMMUNITY PROMOTION	25,000.00	3,460.91	860.91		21,539.09
248-65.736-905.000	PUBLISHING/ADVERTISING	300.00	0.00	0.00		300.00
248-65.736-942.000	RENTAL-BUILDING	3,600.00	2,691.00	0.00		909.00
248-65.736-943.000	RENTAL-EQUIPMENT	445.00	445.00	0.00		0.00
248-65.736-955.000	MISCELLANEOUS EXPENSE	1,000.00	0.00	0.00		1,000.00
248-65.736-958.000	MEMBERSHIPS & DUES	600.00	495.00	0.00		105.00
248-65.736-964.700	FACADE IMPROVEMENTS	20,000.00	3,191.00	0.00		16,809.00
248-65.736-969.000	INSURANCE PREMIUM	2,658.00	1,772.00	221.50		886.00
248-65.736-971.000	LAND	100,000.00	0.00	0.00		100,000.00
248-65.736-974.000	LAND IMPROVEMENTS	100,000.00	0.00	0.00		100,000.00
248-65.736-995.101	TRANSFER OUT-GENERAL	10,000.00	0.00	0.00		10,000.00
248-65.736-995.301	TRANSFER OUT-DEBT SERVICE	125,060.00	23,530.00	0.00		101,530.00
Total Dept 65.736 - DOWNTOWN DEVELOPMENT		579,263.00	126,825.69	1,743.06		452,437.31
TOTAL EXPENDITURES		579,263.00	126,825.69	1,743.06		452,437.31
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		295,300.00	262,272.83	2,326.60		33,027.17
TOTAL EXPENDITURES		579,263.00	126,825.69	1,743.06		452,437.31
NET OF REVENUES & EXPENDITURES		(283,963.00)	135,447.14	583.54		(419,410.14)

2022-2023 WORK PLAN

GOALS FROM STRATEGIC PLAN

- Goal 1: Preserve and enhance downtown by facilitating development
- Goal 2: Establish an environment that promotes residential growth
- Goal 3: Market the downtown to encourage people to frequent local businesses and events
- Goal 4: Inform and educate building owners and public of the actions and accomplishments of the DDA and businesses
- Goal 5: Support downtown businesses and property owners through financial incentives, advocacy and awareness
- Goal 6: Serve as an intermediary between the organizations that connect 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 availability
A.1		Property Acquisitions				
B.0	Develop Design Standards for downtown buildings/repeat 1981 Façade Study		Drummonds		\$ 50,000.00	Seeking Certified Local Government Grant due Feb. 2023
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				Recommends Phase II in selected areas; on agenda for March or April
D.2		DTE EV Charging Stations	Slicker	R. Clark		In process
E.0	Building Improvement Grant Program		Slicker	Copp	\$ 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 maintenance; 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; last concept an agenda item
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				
I.0	Install gateway enhancements		Slicker	Copp	\$ 50,000.00	

I.1		Permanent Placards on Entrance Buildings		
I.2		Murals		
J.0	Conversion of First/Front Streets		Slicker	\$ 100,000.00 In process
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			<u>\$ 1,000.00</u>
				<u>\$ 640,000.00</u>

INTERGOVERNMENTAL AGREEMENT
FOR REDEVELOPMENT SERVICES AND PROFESSIONAL SUPPORT

BETWEEN

CITY OF MONROE

AND

MONROE DOWNTOWN DEVELOPMENT AUTHORITY

This Agreement (“Agreement”) is entered into as of the date of the last signature below and is between the City of Monroe (“City”), whose address is 120 East First Street, Monroe, MI 48161, and the Monroe Downtown Development Authority (“DDA”) whose address is also 120 East First Street, Monroe, MI 48161 for the purpose of having the City provide additional professional support to the DDA.

RECITALS

WHEREAS, the City and DDA recognize the need to continue efforts to jointly foster redevelopment opportunities in Downtown Monroe along with creating a stronger identifiable sense of place within the community; and

WHEREAS, the DDA adopted Downtown Master Plan in 2017 and has been engaged with its implementation working in conjunction with the City; and

WHEREAS, the City and DDA entered into an intergovernmental agreement in March 2017 in which the City would employ a full-time position that would work directly with the DDA Board of Trustees with the implementation of the master plan, marketing, public relations, business recruitment/ retention, special projects, along with administrative responsibilities; and

WHEREAS, it is the desire of the City to have a comprehensive economic development and community planning strategy that includes the DDA, the City of Monroe Brownfield Redevelopment Authority, the Telegraph Road Corridor Improvement Authority, Brownfield Redevelopment Authority, and the City of Monroe Building Authority; and

WHEREAS, both City and DDA recognize the importance of expanding events and programs in the Downtown that would involve working with the City’s Parks and Recreation Division, Planning Division (Grants), Communications Department, Public Safety, Public Services, and the Clerk/Treasurer’s Office; and

WHEREAS, it is common that most Downtown Development Authorities at a minimum employ a full-time executive director to manage various programs and projects; and

WHEREAS, the City will employ an Economic Development and Authorities Coordinator that will report to the City's Director of Economic and Community Development but serve as a liaison to the DDA Board and provide professional support to implement and manage its programs and projects.

NOW, THEREFORE THE FOLLOWING TERMS ARE HEREBY AGREED UPON BY THE MONROE CITY COUNCIL AND THE MONROE DOWNTOWN DEVELOPMENT AUTHORITY BOARD OF TRUSTEES.

1. **City Responsibility** – The City shall employ a professional that shall serve as a primary liaison to assist the DDA in implementing its programs and projects. This position shall report directly to the Director of Economic and Community Development. The City shall provide a suitable professional environment for the professional position to interact with developers, business owners, residents, commercial retailers and brokers, consultants, DDA Board members, City Council members, City staff, and consultants. The City shall be responsible for all personnel costs, supplies, communication devices, professional memberships, professional training and development, IT Services, and office equipment. The professional position is an at-will position that the City can terminate with or without cause. The professional position shall comply with all City policies and procedures. Given that the City will share the greatest financial burden, the professional position may be assigned other responsibilities at the discretion of the City Manager.
2. **Term of the Agreement** – The agreement shall begin April 1, 2023, and expire June 30, 2025.
3. **Renewal** – The parties may renew the agreement in one-year intervals after the initial term of the agreement.
4. **Termination** - Either party may terminate the agreement with or without cause by providing the other party with notice its intent at least four months prior to the termination date, or by providing four months notice during the course of the agreement.
5. **Compensation** – The DDA shall pay to the City annually \$12,000 beginning with Fiscal Year 2023-24. The City shall receive payment by December 31 of each year.

6. **Assignments** - The City's obligations under this Agreement may not be assigned except with the written approval of the Monroe DDA Board.
7. **Notices** - Notices under this Agreement shall be to the Monroe City Clerk/Treasurer and the Monroe DDA President.
8. **Amendments** - Amendments of this Agreement shall be in writing, approved by concurrent resolutions of the Monroe City Council and DDA Board of Trustees, and be signed by authorized representatives of the Parties.
9. **Severability** - If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
10. **Applicable Law** - This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
11. **No Waiver** - Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
12. **Compliance with Laws** - Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
13. **Entire Agreement** - This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
14. **Filing** - As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Monroe County Clerk and Michigan Secretary of State before taking effect.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Monroe City Council and the Monroe Downtown Development Board of Trustees, approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

[Signatures on next page]

March 13, 2023

William C. Slicker
Monroe Downtown Development Authority
120 E. First Street
Monroe, Michigan 48161

Subject: Proposal to Conduct a Phase II Environmental Site Assessment
Proposal No. PF-32207
AKT Peerless Project No. 17952F

Mr. Slicker:

AKT Peerless is pleased to present its proposal to conduct a Phase II Environmental Site Assessment (ESA) for the following property:

- 13 W. Front Street
Monroe, Michigan

AKT Peerless will implement work immediately and will provide its Phase II ESA within three to four weeks of your authorization to proceed, assuming there are no delays due to the availability of subcontractors, materials, laboratory supplies and equipment, and/or laboratory analytical services. AKT Peerless' estimated lump sum cost to complete the proposed scope of work is \$6,995.

Any necessary changes or other unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

We look forward to working with you on this project. If you have any questions or require additional information, please contact Jessica Cory at 248-310-5075 or me at 248-506-6216 or via email at coryj@aktpeerless.com or sayyaek@aktpeerless.com.

Sincerely,

AKT PEERLESS


Kyle Sayyae
Project Manager

PROPOSAL FOR A PHASE II ESA

AKT Peerless Proposal No. PF-32207

AKT Peerless Project No. 17952F

Introduction

AKT Peerless is pleased to submit its proposal to conduct a Phase II ESA for the property at 13 W. Front Street, Monroe, Michigan (the subject property).

Based on AKT Peerless' March 2023 Phase I ESA, the following recognized environmental conditions (RECs) have been identified in connection with the subject property:

REC 1 - The subject property was utilized for small scale printing operations from at least the 1910s through the 1950s. Concerns typically associated with printing operations include the use of hazardous substances and/or petroleum products including various inks, solvents, and other materials associated with paper washes. Historical materials storage and waste management practices associated with the former printing operations were not determined.

REC 2 - The northeast adjoining property, at 34 S. Monroe Street, was identified as "Chinese laundry" in the 1888 and 1893 fire insurance maps. Historical materials storage and waste management practices associated with the former laundry operations were not determined. The possibility exists that petroleum-based oils/fluids, paints, and solvents have impacted subsurface conditions of the subject property.

The purpose of AKT Peerless' Phase II ESA is to evaluate the nature, extent and materiality of the RECs identified at the subject property.

This Phase II ESA is not intended to satisfy the requirements of any lender, the United States Small Business Association (SBA), Housing and Urban Development (HUD), and/or Michigan State Housing Development Authority (MSHDA) funding programs. If the Client anticipates using any of these funding sources, please contact AKT Peerless to provide a proposal to conduct a Phase II ESA that complies with the associated program or lender requirements.

Scope of Work

AKT Peerless has established the following scope of work to evaluate the RECs identified at the subject property:

- Advance four hand auger soil borings to a maximum depth of five feet below ground surface (bgs) at the subject property.
- Collect up to six soil samples.
- Submit up to six soil samples to a fixed-base, independent laboratory for chemical analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), and/or select metals.
- Prepare Phase II ESA Letter report.

Boring Placement and Laboratory Analysis

Soil samples collected for chemical analysis will be submitted under chain-of-custody to a fixed-base, independent laboratory. A summary of AKT Peerless’ proposed sampling and analysis plan is illustrated in the following table.

Proposed Sampling Plan

Concern	Number and Depth of Borings	Number of Samples and Matrix	Analytical Parameters
REC#1 – former printing operations	Two, five feet	Two soil	VOCs, PNAs, and/or select metals
REC#2 – adjoining former “Chinese laundry”	Two, five feet	Four soil	VOCs and/or PNAs

The laboratory will conduct laboratory analyses using Michigan Department of Environment, Great Lakes, and Energy (EGLE) and/or United States Environmental Protection Agency (USEPA) approved analytical methods.

Methodologies and Quality Control

AKT Peerless will advance four soil borings to a maximum depth of five feet bgs. Due to access limitations, AKT Peerless will use a hand-auger to complete the soil borings within the basement of the subject building.

All Phase II Environmental Site Assessments will be conducted in general conformance with ASTM International E1903-19: *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*.

AKT Peerless will request the local utility companies to mark on the ground surface the locations of buried utilities (e.g., electrical lines, telephone lines, sewers, water mains, and natural gas pipes). Before starting drilling operations, the Monroe Downtown Development Authority will provide AKT Peerless with all available documents, drawings, and maps that indicate buried utility lines and underground storage tanks (USTs) at the site, if necessary.

Soil samples collected in the field will be visually examined in accordance with the Unified Soil Classification System, ASTM International D2488-17e1: *Standard Practice for Description and Identification of Soils (Visual-manual) Procedure*. As appropriate, soil samples collected in the field will be screened for VOCs using a portable organic vapor meter/photoionization detector (OVM/PID). To ensure accurate VOC screening, the quantity of the soil, temperature, and headspace volume will be kept as constant as possible. The OVM/PID will be calibrated prior to mobilization to the site.

Strict decontamination procedures will be followed during the completion of investigation activities by AKT Peerless personnel to reduce the potential for cross-contamination. All drilling and down-hole sampling equipment will be decontaminated prior to first use onsite, and thereafter between uses, using a high-temperature, high-pressure spray washer, and/or a vigorous wash in an Alconox solution, followed by a tap water rinse, and a distilled water rinse.

All samples will be collected in precleaned glass jars and stored following USEPA Publication SW-846 Method 5035, final version of March 26, 1998, Testing Methods for Evaluating Solid Waste and ASTM International D4547-20: *Standard Guide for Sampling Waste and Soils for Volatile Organic Compounds*. This publication includes guidelines for the Soil Sample Collection and Methanol Preservation for Volatile Analysis.

Upon completion of the proposed field activities, AKT Peerless will return excess soil to the resulting borehole and fill the remaining void to ground surface with sand or gravel. AKT Peerless will repair soil borings installed in concrete pavement with approximately four inches of concrete patch.

All soil samples will be transported to a laboratory under chain-of-custody documentation in an ice-cooled container.

Phase II ESA Letter Report

After completing the investigation and comparing the analytical results to regulatory criteria, AKT Peerless will prepare a letter report that will include a summary of field activities, analytical results, discussion of procedures/methodologies, site map with sampling locations, discussion of results and recommendations, if appropriate.

Unless requested otherwise, AKT Peerless will provide one electronic version of the final report. Additional reports, if any, will be provided at a rate of \$75 per copy.

Schedule

AKT Peerless will implement work immediately and will provide its Phase II ESA within three to four weeks of your authorization to proceed, assuming there are no delays due to the availability of subcontractors, materials, laboratory supplies and equipment, and/or laboratory analytical services.

Fees

AKT Peerless proposes to provide the services described in this proposal for the total cost described below:

Total Cost - Phase II ESA	\$6,995
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This proposal includes a \$250 daily mobilization/demobilization fee. This fee will be charged unless the project is cancelled five days prior to the scheduled field activities.

The referenced fees include only those activities described herein. Additional fees will be incurred and invoiced if additional sample analysis is requested by the client, deemed necessary to completely evaluate the site conditions or if other regulatory reporting activities are necessary. AKT Peerless will notify the Client immediately with knowledge of any proposed scope of service modifications, but no additional activities will be conducted without prior written client authorization.

Limitations

If the Client chooses to alter the proposed scope of work, the Client shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The Client will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Drilling costs presented in this proposal assume that there will be no significant obstructions and delays (e.g., encountering cement rubble or boulders, sandy soil heaving into the augers, and inclement weather). If delays occur, AKT Peerless will notify the Client immediately, and AKT Peerless will revise the scope of work and fees appropriately.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented in **Appendix A**. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date. For electronic payment, the following table provides AKT Peerless' bank routing information:

ACH Transactions	Domestic Fund Wires	International Fund Wires
AKT Peerless Environmental Services Account No. 01388362854 ABA No. 072403473	Huntington National Bank 7 Easton Oval – EA2W47 Columbus, Ohio 43219 Account No. 01388362854 ABA No. 044000024	Huntington National Bank 7 Easton Oval – EA2W47 Columbus, Ohio 43219 Account No. 01388362854 SWIFT CODE: HUNTUS33

AKT Peerless is prepared to initiate this project immediately upon receipt your written authorization to proceed. For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please endorse the signature page and return a copy to the undersigned.

PROPOSAL ACCEPTANCE FOR PHASE II ESA

13 W. Front Street, Monroe, Michigan

This proposal submitted by:



Kyle Sayyae
Project Manager

Proposal submitted on:

March 13, 2023

Please authorize the proposal by executing below:

Proposal amount:

\$6,995

Client contact:

William C. Slicker

Monroe Downtown Development Authority

120 E. First Street

Monroe, Michigan 48161

AKT Peerless Proposal No.

PF-32207

AKT Peerless Project No.

17952F

Acceptance:

(Signature)

Monroe Downtown Development Authority

Print Name:

Title

Date

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

KEY SITE CONTACT NAME:

KEY SITE CONTACT INFORMATION:

LENDER NAME:

LENDER CONTACT INFORMATION:

Appendix A
Terms and Conditions

AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES TERMS AND CONDITIONS

The following Terms and Conditions govern the advice, consultation and other environmental services (“**Services**”) to be performed by AKT Peerless (“**AKT Peerless**”) for you (“**Client**”) pursuant to the proposal of which these Terms and Conditions form a part (the “**Proposal**”), for the property(ies) identified in the Proposal. These Terms and Conditions are incorporated by reference into the Proposal. By accepting the Proposal or authorizing all or any portion of the Services to be performed by AKT Peerless pursuant to the Proposal, Client shall be deemed to accept and agree to these Terms and Conditions. Once accepted, the Proposal and these Terms and Conditions constitute one agreement (the “**Agreement**”).

(1) **Performance:** AKT Peerless will provide the Services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of AKT Peerless’ profession currently practicing under similar conditions and in the same locality. AKT Peerless shall use commercially reasonable efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the Services to be performed by AKT Peerless for Client, including but not limited to, those related to environmental, fire, safety, and health matters.

(2) **Communication:** AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail to communicate with our clients. Our primary means of written communication with you will typically be via the e-mail address on file for you. If you would prefer, we communicate via facsimile number, please provide us with a facsimile number and let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for outgoing e-mail. If you require encryption, please let us know in writing and provide your preferred encryption program and a key if applicable. All written, telephone, facsimile, or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

(3) **Subsurface Investigations:** Client agrees to provide an on-site contact to identify utilities and improvements on the Subject Property. AKT Peerless shall cause the location of all underground utilities or improvements on the Subject Property to be marked by the appropriate utility companies. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current condition of the Subject Property shall occur. Repair of concrete and/or surface structures is not included as part of this Agreement and AKT Peerless shall have no liability or obligation to repair same, except as may be specifically set forth in the Proposal.

(4) **Client Cooperation:**

(a) Client agrees to cooperate fully with AKT Peerless so that AKT Peerless may perform all of its responsibilities under this Agreement. Before AKT Peerless begins its Services on the Subject Property, Client agrees to provide the following information to AKT Peerless, and agrees that AKT Peerless may rely on such information in the performance of its Services under this Agreement:

(i) access to the Subject Property, including the buildings located thereon, upon reasonable notice and during normal business hours;

(ii) any surveys, property records, and prior environmental assessments and/or investigation reports concerning the Subject Property;

(iii) any communications between a party within interest in the Subject Property or AKT Peerless’ Services provided therefor and any governmental regulatory agency as may be in Client’s possession or under its control; and

(iv) a written description of all information required by AKT Peerless in order to perform its Services under this Agreement, including documents, data, and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on, or under the Subject Property.

(b) AKT Peerless shall not be liable for any incorrect advice, judgment, recommendation, finding, decision, or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by AKT Peerless.

(5) **Payment:**

(a) Client shall pay AKT Peerless the greater of (i) the amount set forth in the Proposal and any subsequent change order(s) thereto, (ii) the total of all invoices submitted by AKT Peerless to Client, or (iii) the time dedicated by AKT Peerless to the Services at AKT Peerless' then-current rate schedule, plus all of AKT Peerless' out-of-pocket expenses (the "**Fee**"). AKT Peerless reserves the right to amend its rate schedule in advance of any future Services to be performed for Client pursuant to any change order(s) or subsequent proposals. AKT Peerless may, prior to performing any Services and in its sole discretion, require Client to provide a retainer in the amount set forth in the Proposal (the "**Retainer**"). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client. If any portion of the Retainer remains at the end of the Term, AKT Peerless shall immediately return same to the Client. Client agrees that any out-of-pocket costs or outside services paid for by AKT Peerless on Client's behalf that are included in the Proposal, or which are required to perform the Services after the Services has commenced or otherwise required by the Client, will be billed to Client at one hundred fifteen percent (115%) of the total cost to AKT Peerless. Client agrees that it shall pay AKT Peerless at AKT Peerless' then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the Services provided under this Agreement, whether or not AKT Peerless is subpoenaed to appear at such proceeding by Client or any third party.

(b) All invoices submitted to Client shall be considered payable immediately upon being submitted to the Client, with payment required within thirty (30) days after receipt by the Client. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter until paid in full. Additionally, Client shall pay AKT Peerless all interest, expenses and costs incurred by AKT Peerless in connection with any late payment and the collection thereof, including the costs of any collection action and reasonable and actual attorney fees. In the event that payment is not received on any invoice within thirty (30) days, AKT Peerless may terminate this Agreement and any other existing contracts between Client and AKT Peerless and may apply any Retainer to outstanding invoices without incurring any liability to Client. In the event that payment is not received on such invoices, and whether or not AKT Peerless terminates any contract or ceases any Services thereunder, AKT Peerless shall nevertheless be entitled to pursue all legal and equitable remedies to obtain payment of the balance of any outstanding invoices. Any termination by AKT Peerless shall be effective immediately upon issuance of a termination notice. If Client objects to any invoice, it must make such objection to AKT Peerless in writing within ten (10) business days after receipt of such invoice, or the objection shall be deemed forever waived by the Client and Client shall be barred from raising any claim that AKT Peerless performed any of the Services under such contract or agreement in a negligent or grossly negligent manner or that it acted with willful misconduct or any similar concept.

(6) **Term and Termination:** This Agreement shall begin on the date on which Client accepts the Proposal and end on the date on which:

(a) AKT Peerless has completed its performance under this Agreement and Client has paid the last invoice outstanding under this Agreement;

(b) AKT Peerless terminates this agreement because AKT Peerless, in its sole discretion, believes that a request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue; or

(c) either Client or AKT Peerless terminates this Agreement by providing thirty (30) days' written notice to the other party; *provided, however* that neither Client nor AKT Peerless may terminate this Agreement if such termination would irreparably harm the other party. In the event Client terminates this Agreement prior to the completion of AKT Peerless' Services, Client shall pay AKT Peerless for the Services that has been performed through the date of termination and for efforts that are expended by AKT Peerless to conclude its Services in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, proper handling and disposal of samples, organization of files and reports, and the like) and, in addition, Client shall pay AKT Peerless an additional amount equaling ten percent (10%) of the Fee, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this paragraph 6(c) exceed the amount set forth on the Proposal by ten percent (10%).

(7) **Indemnification:** Client shall defend, indemnify, and hold harmless AKT Peerless, its subcontractors, and its respective officers, directors, shareholders, members, attorneys, agents, and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses, and costs, including reasonable attorney fees, whether direct, indirect, or consequential ("**Damages**"), that (a) arise out of or relate in any way to AKT Peerless' presence on the Subject Property or the presence of hazardous substances or contamination on, at, from, or under the Subject Property; or (b) arise as a result of Client's negligence, gross negligence, or willful misconduct.

(8) **Insurance:** AKT Peerless shall procure and maintain at its own expense, during the term of this Agreement, insurance with limits of liability and upon such terms and conditions as are customary in the industry.

(9) **Limitations of Liability; Cure:** Client acknowledges that AKT Peerless has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the Subject Property as to which Client has requested AKT Peerless' Services. Notwithstanding anything to the contrary contained herein, AKT Peerless' liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the Services provided by AKT Peerless shall be limited to the lesser of the amount paid by Client for the Services, or five thousand dollars (\$5,000). AKT Peerless is not responsible for any claims arising out of the negligence, gross negligence, or willful misconduct of Client or by any person or entity not under the direct control of AKT Peerless. In no event shall AKT Peerless have any liability to Client for any claims for any loss of business opportunity, profits, or any special, incidental, consequential, or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the Services provided by AKT Peerless or in any way arising out of or related to this Agreement, Client agrees to provide AKT Peerless with reasonable notice of and an opportunity to cure the claimed Damages within thirty (30) days of discovery of same. Failure by Client to provide such notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, AKT Peerless shall have no more than thirty (30) days after receiving notice of claimed Damages from Client to cure any defect, unless such cure requires additional time to implement or complete, in which case AKT Peerless shall be provided a commercially reasonable amount of time to complete the cure. Failure by AKT Peerless to cure any defect as provided herein shall in no event bar or preclude any defense to which AKT Peerless may otherwise be entitled. Finally, AKT Peerless shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts, subject to any further limitations herein. AKT Peerless shall not be liable to Client for failure to comply with the terms of paragraph 1 of this Agreement unless such non-compliance is due to the negligence, gross negligence, or intentional

misconduct of AKT Peerless. Client acknowledges that AKT Peerless has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the Services except as set forth herein. In the case of incentives Services, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

(10) **Timing of Claims:** Each and every claim that may be brought against AKT Peerless relating in any way to the Services provided by AKT Peerless under this Agreement, whether based upon contract, tort, statute, or otherwise, must be brought within one (1) year from completion of the Services or they shall be forever barred.

(11) **COVID-19.** If the Proposal relates to or involves AKT Peerless' cleaning or disinfection of property impacted by the 2019 novel coronavirus, SARS-CoV-2 or COVID-19 ("COVID-19") or any other bacteriological or viral contaminant (individually or collectively "Biological Agent"), or the supervision or oversight of any other person conducting such cleaning or disinfection, the following terms apply and are part of the Agreement:

(a) AKT Peerless will use one or more products for eradication of any such Biological Agent that is on the United States Environmental Protection Agency ("EPA") registered product list as of the date the Services are performed, or another product containing the same active ingredient(s) in the same or greater concentrations, or if no such product is on the EPA registered product list, a product that serves as an industry standard for the particular application ("Product"). AKT Peerless will use such Product to decontaminate and disinfect all solid, high contact surfaces including, but not limited to, handrails, door knobs, key cards, light switches, countertops, water faucets and handles, work surfaces, computer keypads and mouse, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls.

(b) AKT Peerless will not treat porous surfaces, HVAC systems, or associated equipment unless specified in the Proposal. If the cleaning and disinfection of porous surfaces is included in the Proposal, AKT Peerless will follow all appropriate guidelines to clean such surfaces. Client agrees to hold AKT Peerless harmless for any discoloration, damage, or full penetration of the porous surfaces with disinfectants. If the cleaning and disinfection of HVAC systems and associated equipment is included in the Proposal, AKT Peerless will clean such systems by adding disinfectant to the air intake and allowing the HVAC system to circulate the disinfectant. The effectiveness of this treatment is limited by any obstructions, dampers, or other impediments within the HVAC system.

(c) Client agrees and acknowledges that clutter, debris, and other items obstructing the surfaces to be cleaned reduces the effectiveness of the cleaning and disinfection process and interferes with AKT Peerless' ability to perform its Services. Client will use reasonable efforts to remove such items before AKT Peerless performs its Services and will hold AKT Peerless harmless from any damage to such items that occurs during the cleaning and disinfection process.

(d) AKT Peerless will closely monitor updates from governmental agencies (including but not limited to the United States Center for Disease Prevention and Control ("CDC") and the EPA) and will perform all Services described in the Proposal in accordance with the appropriate standard(s) of care in effect on the day the Services are performed. AKT Peerless shall deliver change order(s) for any changes in the Services due to updates or changes in regulatory guidance between the date of the Proposal and the date the Services are performed in accordance with Section 17 below.

(e) Client agrees and acknowledges that any Proposal subject to this Section 11 shall not include an obligation for the AKT Peerless to conduct or provide any post-disinfection sampling or testing of the affected property for COVID-19 or any other contaminant, and AKT Peerless is not required to conduct any such sampling or testing by virtue of this Agreement. This Section may not be modified by any prior, concurrent, or subsequent oral agreement between Client and AKT Peerless.

(12) **Incentives.** If applicable, Client understands that it is seeking financial incentive programs, not entitlement programs, and as such, approval of any financial incentive benefit that involves AKT Peerless' Services are not guaranteed. Client's strict compliance with the applicable financial incentive legislation is required in order to qualify for consideration by the applicable government agency, and to maintain compliance after any such incentives are approved, granted, paid, or monetized. Ongoing compliance, both before and after any such incentives are approved, granted, paid, or monetized is the sole and exclusive responsibility of the Client and not AKT Peerless. Client is strongly encouraged to seek legal advice, at the Client's own expense, regarding all legal matters or questions, including tax issues, that may arise during the application, qualification and receipt for these incentives and to have competent legal counsel review any documents prepared by AKT Peerless for submission to any federal, state, or municipal government or agency before submission. Additionally, Client is strongly encouraged to seek accounting advice and services, at the Client's own expense, on all tax matters or questions that may arise regarding financial incentives and to consult with Client's accountant prior to submission of any tax forms. Further, in the event AKT Peerless is successful in assisting Client with obtaining financial incentives, Client acknowledges that strict compliance with the applicable financial incentive legislation is also required after incentives have been approved in order to retain any financial incentives and to avoid any termination, claw back or repayment of such financial incentives. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full financial benefits received, require repayment of benefits received, or have negative tax consequences. AKT Peerless assumes no liability for any actions or omissions of Client that may negatively affect any available financial incentives whether before or after having been awarded.

(13) **Confidentiality:** AKT Peerless shall retain as confidential all information, samples, and data furnished to it by Client or collected by it during the course of the Services performed under the Agreement or any amendment hereto (the "**Confidential Information**"). AKT Peerless shall not disclose the Confidential Information to any third party except as directed by Client or as required by law, regulation, or court order. To the extent practical, prior to making any disclosure of the Confidential Information required by law, regulation, or court order, AKT Peerless shall notify Client of its obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to AKT Peerless for its time spent assisting in such challenge.

(14) **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the Subject Property at the time the investigation was performed and any material change in the use or condition of the Subject Property after the date that any such report is delivered to the Client shall not result in any liability on the part of AKT Peerless relating to the accuracy of the report at the time it was delivered. In no event shall any report based upon the Services be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide AKT Peerless with same and allow AKT Peerless to revise the report accordingly; *provided, however*, that AKT Peerless shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Furthermore, AKT Peerless shall not be liable to Client in the event such after-provided information would have resulted in AKT Peerless reaching different conclusions had the information been divulged to AKT Peerless prior to the report being delivered. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum, or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the Subject Property, and that hazardous materials may later be found on the Subject Property. Client agrees that AKT Peerless is not responsible for any failure to detect or clean up the presence of hazardous materials unless (a) the failure to detect same is caused by AKT Peerless' negligence, gross negligence or willful misconduct, and (b) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be limited as set forth in this Agreement.

(15) **File Retention.** AKT Peerless shall retain all reports for a period of three (3) years after completion of the Services. AKT Peerless may destroy or retain Client's file or any portion thereof in its discretion after the

expiration of that period. Any samples obtained by AKT Peerless under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing. AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested in writing, AKT Peerless will provide copies of these files to you (excluding our notes and other work products) at the conclusion of the matter. If you request that we turn our files over to you or to another party and you have not fully satisfied all of your obligations to us under this Agreement, including full payment of the Fee and costs associated therewith, we may hold the files as security for performance of those obligations. We may also require that you execute a release prior to turning over such files.

(16) **Lien:** In order to secure payment of the Fee and any amounts due to AKT Peerless hereunder, AKT Peerless hereby notifies Client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq.*) (the "Act") or such similar provision which may be in force in the jurisdiction in which the Subject Property is located. Client further agrees to execute and deliver to AKT Peerless, and grants AKT Peerless power of attorney to execute and record on their behalf, any and all documents necessary in order to comply with the requirements of the Act. If AKT Peerless does not have rights under the Act, the signatory of the Proposal agrees to personally guarantee any debt owed by Client to AKT Peerless under this Agreement.

(17) **Changes:** The parties acknowledge that neither this Agreement nor any Proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during AKT Peerless' Services that require the modification to the scope of work to be performed, these events may require alterations to the Services outlined in the Proposal. If such changes are required by changes in statute, regulations, governmental authorities, or the interpretations thereof, this Agreement and the Proposal shall thereafter be amended to incorporate those changes and the compensation paid to AKT Peerless shall be adjusted accordingly. If Client alters the Services proposed by AKT Peerless after the date of the Proposal, AKT Peerless shall have no liability whatsoever for any Damages based upon the final Services performed by AKT Peerless, if in the performance of the AKT Peerless' original proposal the claimed defect could have been discovered. Client further acknowledges that the costs in the Proposal are merely estimates. These estimates are made by AKT Peerless on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

(18) **Delays:** AKT Peerless shall use commercially reasonable efforts in performing the Services under this Agreement. AKT Peerless shall not be responsible, however, for any delay or failure to perform its Services if such failure or delay is caused by Client's failure to perform its obligations under paragraph 4 above or is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, outbreak or pandemic (including but not limited to COVID-19 and similar viruses) or the failure to gain cooperation of any necessary third party or any other act beyond the control of AKT Peerless (each, a "**Force Majeure Event**"). If a Force Majeure Event occurs, the time for AKT Peerless' for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay in AKT Peerless' performance is caused by either the acts or omissions of Client or by any third party (including any governmental agency), AKT Peerless shall be entitled to additional compensation, based upon its then-current standard rates, for the additional efforts required in obtaining said approvals, documentation, or access.

(19) **Reliance and Reliance Letters:** The Services performed by AKT Peerless and issuance of any report generated by AKT Peerless is for the sole benefit of Client. No other individual or entity may rely on same without the express written permission of AKT Peerless. AKT Peerless acknowledges that, from time to time, Client may request that AKT Peerless issue a reliance letter to Client's financial institution ("**Reliance Letter**"). AKT Peerless agrees, at no additional cost, to provide one Reliance Letter to Client's financial institution, so long as the reliance letter is subject to these Terms and Conditions and Client requests same within one hundred eighty (180) days of AKT Peerless' final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution and that the financial institution shall accept same and acknowledges that any such reliance shall be effective only as to the condition of the Subject Property on the date of the final report. AKT Peerless shall not be required to provide reliance on any report older than 180 days. In the event AKT Peerless agrees to provide a Reliance



Letter to any other party, the party granted such reliance must agree in writing to be bound by these Terms and Conditions. AKT Peerless may, in its sole discretion, charge a third party a fee (to be determined by AKT Peerless) to issue a reliance letter. Any third-party reliance shall only be as of the date the report was published. AKT Peerless' liability for any and all Damages incurred under any Reliance Letter, either directly or indirectly, whether by agreement or otherwise, shall be limited to the amount of the Fee.

CITY OF MONROE

Dated: _____

By: _____
Mayor, Robert Clark

Dated: _____

By: _____
Clerk/Treasurer, Michelle LaVoy

**MONROE DOWNTOWN
DEVELOPMENT AUTHORITY**

Dated: _____

By: _____
President, William C. Slicker

Dated: _____

By: _____
Secretary,