RULE OF THE CHAMBER

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

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

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

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

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

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

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

AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 2, 2008
AMENDED

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATIONS.

Presentation by E. James Stengle, City Insurance Consultant, regarding employee health insurance benefits.

V. COMMUNICATIONS.

124 Communication from Terri L. Hamad, Director, Monroe County Commission on Aging, requesting special consideration from the City to allow senior homeowners the ability to pull their own permits for installation of temporary ramps and a waiver on permit fees charged for installation.

VI. PUBLIC HEARINGS.

105 Public hearing to hear public comments on Ordinance No. 08-005, an Ordinance to amend Section 656.03, Trespass, as it concerns the trespassing upon the lands or premises of another, of the Codified Ordinances of Monroe, Michigan. There are no comments on file in writing in the Clerk-Treasurer's Office

106 Public hearing to hear public comments on Proposed Ordinance No. 08-006, an Ordinance to amend Section 658.01, Disorderly Conduct, of the Codified Ordinances of Monroe, Michigan. There are no comments on file in writing in the Clerk-Treasurer's Office.

107 Public hearing to hear public comments on Proposed Ordinance No. 08-007, an Ordinance to amend Chapter 628, False Reporting of Violations, with the addition of a new chapter title and the creation of a new section concerning false identification, of the Codified Ordinances of Monroe, Michigan. There are no comments on file in writing in the Clerk-Treasurer's Office.

120 Public hearing to consider an offer to purchase city-owned properties located at 30 and 32 East Elm Avenue, more specifically identified as Parcels #69-01305-001 and #69-01516-000. The offer to purchase is related to the proposed redevelopment of the former Masonic Lodge located at 8 North Monroe Street. There are no comments on file in writing in the Clerk-Treasurer's Office.

VII. COUNCIL ACTION.

105 Proposed Ordinance No. 08-005, an Ordinance to amend section 656.03, Trespass, as it concerns the trespassing upon the lands or premises of another, of the Codified Ordinances of Monroe, MI, up for its final reading.

106 Proposed Ordinance No. 08-006, an Ordinance to amend section 658.01, Disorderly Conduct, of the Codified Ordinances of Monroe, MI, up for its final reading.

107 Proposed Ordinance No. 08-007, an Ordinance to amend Chapter 628, False Reporting of Violations, with the addition of a new chapter title and the creation of a new section concerning false identification, of the Codified Ordinances of Monroe, MI, up for its final reading.

125 2008 Water Main Rehabilitation Program.

Communication from the Director of Engineering and Planning, submitting a request from Liqui-Force Services, Inc., the low bidder for the 2008 Water Main Rehabilitation Program, for exemption from Labor Harmony requirements.

126 City Owned Parking Lot Purchase.

Communication from the Director of Engineering and Planning, submitting an offer to purchase the city-owned parking lot at 30-32 E. Elm Avenue as part of a redevelopment plan being proposed by Monroe Geriatric Evaluation & Management Services, PLLC.

140 Communication from the Director of Public Services, submitting proposed Ordinance No. 08-008, an Ordinance to amend Section 692.07 of Chapter 692, Weeds, Trees and Refuse.

Proposed Ordinance No. 08-008, up for its first reading and recommending that the public hearing be set for Monday, June 16, 2008.

VIII. CONSENT AGENDA. (All items listed under the Consent Agenda are considered to be routine by Mayor and Council and will be approved by one motion, unless a Council member or citizen requests that an item be removed and acted on as a separate agenda item)

A. Approval of the Minutes of the Regular Meeting held on Monday, May 19, 2008, the Minutes of the Work Session held on Thursday, May 22, 2008 and the Minutes of the Special Meeting held on Wednesday, May 22, 2008.

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

127 Monroe County Solid Waste Management Plan Amendment.

1. Communication from the Director of Public Services, submitting a proposed resolution approving an amendment to the Monroe County Solid Waste Management Plan, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

128 Airport Layout Plan Contract for Professional Services.

1. Communication from the Director of Public Services, submitting a contract for professional services for the update of the Airport Layout Plan for Monroe Custer Airport, and recommending that Council approve the agreement with Reynolds Smith and Hill and authorize the City Manager to sign the contract document.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

129 Employment Agreement.

1. Communication from the Director of Human Resources, submitting an employment agreement with J. Lindsey Coyne, to re-employ Mr. Coyne as a Water Treatment Plant operator on a temporary basis until a permanent replacement can be hired, and recommending that the agreement be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

130 750 KVA Transformer Replacement Project Bids.

1. Communication from the Director of Water and Wastewater Utilities, reporting back on bids received to remove and replace an existing ITE 750 KVA transformer at the Wastewater Treatment Plant, and recommending that Council award a purchase order in accordance with the bid specifications to Transformer Inspection Retrofill in the amount of $22,972.00.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

131 Wastewater Treatment Plant Improvements Financing Revision.

1. Communication from the Director of Finance, submitting a proposed resolution approving an amended and restated Contract and Notice and an amended and restated Act 342 Financing Contract for improvements to the Monroe Metropolitan Area Wastewater Treatment Plant, and recommending that Council approve the resolution and contract referenced for the financing of the improvements at the Wastewater Treatment Plant.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

132 Information Technology Intergovernmental Agreement.

1. Communication from the Director of Finance, submitting an Information Technology Intergovernmental Agreement between the City of Monroe and the County of Monroe, and recommending that Council approve the contract with the County of Monroe for the provision of Information Technology (IT) Services to the City Monroe.
2. Supporting documents.
3. Action: Accept, place on file and that the recommendation be carried out.

133 Employment Agreement.

1. Communication from the Director of Finance, submitting an employment agreement with Cory J. Solomon to allow for a smoother transition to the county IT contract, and recommending that Council approve the City Manager to sign an employment agreement with Cory J. Solomon of the nature recently approved for returning retirees with the contract to include the terms and conditions described in this fact sheet.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

134 Proposed Resolution Adjusting Sidewalk Repair.

1. Communication from the City Manager's Office, submitting a proposed resolution adjusting the expenses of sidewalk repair on the 2008 summer tax roll, and recommending that the resolution authorizing the City Manager to make corrections to the tax roll and directing the City Assessor to remove such expense by the Board of Review at the July meeting, be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

135 Proposed Resolution Adjusting Demolition Expenses.

1. Communication from the City Manager's Office, submitting a proposed resolution adjusting the expenses of demolition expenses on the 2008 summer tax roll, and recommending that the resolution authorizing the City Manager to make corrections to the tax roll and directing the City Assessor to remove such expense by the Board of Review at the July meeting, be adopted.
2. Supporting documents.

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

136 River Raisin International Muster Concert.

1. Communication from the City Manager's Office, reporting back on a request from the River Raisin International Fife and Drum Muster for permission to close the streets at Loranger Square on June 20, 2008 between 6:30 p.m. and 9:00 p.m. for a Tattoo (concert), and recommending that Council approve the request contingent upon items being met as outlined by the administration and that the City Manager be granted the authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

137 City of Monroe Firefighters Local 326 "Bike Night".

1. Communication from the City Manager's Office, reporting back on a request from Firefighter Mike DeSloover on behalf of the Firefighters Local 326 for permission to close Washington Street between East First and East Front Street and East Front Street from South Macomb to South Monroe Street on September 11, 2008, from 5:00 p.m. to 9:00 p.m. for the purpose of parking motorcycles for display (rain date 9/12/08) and to use the Loranger Square pavilion for music, and recommending that the request be approved contingent upon items being met as outlined by the administration and that the City Manager be granted the authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

138 Traffic Committee Meeting.

1. Communication from the Director of Engineering and Planning, submitting the minutes of the Traffic Committee meeting held on May 28, 2008, and recommending that the minutes be accepted and placed on file and that Traffic Control Orders 064-002, 102-005 and 111-004 be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

139 Non-Bargained for Employees.

1. Communication from the Director of Human Resources, submitting wage and benefit changes for the non-bargained for employee group, and recommending that Council approve the attached changes.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

IX. MAYOR'S COMMENTS.

X. CITY MANAGER COMMUNICATION.

XI. COUNCIL COMMENTS.

XII. CITIZEN COMMENTS.

XIII. ADJOURNMENT.

Monroe County Commission on Aging
29 Washington Street, (Stoner-Kemmerling Building) Monroe, MI 48161
Telephone: 734.240.7363 * 734.240.7364 * Toll Free: 1.888.354.5500 ext. 7364 * Fax 734.240.7360
E-Mail: terri_hamad@monroemi.org * vicki_terrasi@monroemi.org * tammy_quigley@monroemi.org
Visit Our Website: www.co.monroe.mi.us

Terri L. Hamad, Director
Vicky L. Terrasi, Assistant
Tammy L. Quigley, Clerk

Martin Kaufman
Chairman

Noel Dentner
Vice-Chairman

Aleta Jackson
Secretary

Bruce Freimark

Nancy Hamman

Paul Simonton

John Sledge

Gerald Stone

Loyd Sype

May 22, 2008

Mayor Mark Worrell
Monroe City Council
120 E. First Street
Monroe, MI 48161

Dear Mayor Worrell and Council Members,

I am writing to request special consideration from the City of Monroe to allow senior homeowners the ability to pull their own permits for installation of temporary ramps and a waiver on permit fees charged for installation.

Currently, Monroe County Commission on Aging funds a temporary ramp program for seniors that is administered by Monroe County Opportunity Program. These ramps are fabricated by American Welding and are made from aluminum, which allows them to be easily transported and reused when the senior no longer needs it. The JAWS Crew, under the administration and supervision of Paul Simonton, assists American Welding with installation at the senior's home to help keep our costs to the program down and provide a positive work experience for his clients. We are requesting your assistance to allow us to continue the program in this manner.

We currently have a client in the City who is in need of a temporary aluminum ramp. The homeowner has attempted to pull the permit, but has been unable to do so. The Monroe County Commission on Aging is respectfully requesting a waiver from the City of Monroe to allow this homeowner and potential future senior homeowners needing ramps to pull permits for installation. We also respectfully request a waiver of the permit fees for installation of these ramps to allow us to use the funding to install additional senior ramps that are greatly needed in our County.

I welcome the opportunity to discuss this program further. I may be reached at 734-240-7358.

Thank you in advance for your consideration.

Sincerely,
Terri L. Hamad, MASWLLPC
Terri L. Hamad, Director

RECEIVED
MAY 2 2 2008
MAYOR'S OFFICE

124

Memo

To: George Brown City Manager

From: Joe Lehmann Building Official

Date: 5/29/2008

Re: Permits for temporary ramps.

George, per our conversation this morning concerning the installation of temporary ramps, I do not have a problem with the homeowners pulling the permits for these projects because these are pre-manufactured products and the only thing the jaws crew is doing is assembling and installing them. I still feel that we cannot waive the fees for these projects due to the fact that we have many non profit organizations that do special projects in the City of Monroe and we would not be able to waive all their fees. I have looked at our fee schedule and feel that we could cover our costs by only charging the minimum permit ($75.00) and review ($48.75) fee for a total of $123.75. The fees would cover the costs for review of the site plan, two inspections and administrative cost.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: 2008 WATER MAIN REHABILITATION PROGRAM – REQUEST FOR EXEMPTION FROM LABOR HARMONY REQUIREMENTS

DISCUSSION: The Engineering Department received and opened three (3) bids for the 2008 Water Main Rehabilitation Program on Monday April 21, 2008. At the May 5, 2008 City Council meeting, the contract was awarded to the low bidder, FER-PAL Construction USA LLC, dba Liqui-Force Services (USA), Inc. of Romulus, Michigan with a bid of $2,531,093.00. The second low bidder, Insituform Technologies, USA, Inc., submitted a bid of $2,563,667.74, $32,574.74 higher than the low bid (1.3% higher). This award was made contingent upon Liqui-Force fulfilling the terms of the City's Labor Harmony requirements, which were clearly indicated in the bidding documents. This provision is included with this fact sheet. It should be noted that this resolution was approved by the City Council in December 2004, and has been in force since that time in all City contracts over $50,000.

While the labor standard provision requires the contractor to submit the required labor documentation, either a Project Labor Agreement (PLA) or other documentation that indicates that they and all major subcontractors are signatory to the relevant trade unions, within 7 days of bid opening, the Engineering Department usually allows the standard 15 days following bid award to match the other required bonding provisions. In any event, Liqui-Force (FER-PAL) has not entered into a contract to date, due to difficulties in fully meeting the term of this Labor Harmony provision. They have submitted the following letter, asking to be exempted from the terms of this provision. While the letter seems to focus only on exempting their specialty workers for the lining itself, in essence, if the trade unions are unwilling to provide an agreement, they are asking for an exemption from the entire provision.

The version of the Labor Harmony provision attached has an item #3, which is not normally inserted into the bid specifications, but was included in the original City Council adoption in 2004, which allows for the City Council to waive provisions at their discretion. However, further complicating this matter is the fact that the second low bidder, Insituform Technologies, has also provided a letter (attached) indicating that they can fulfill the terms of this provision, so that it appears to at least be possible to secure a contractor that meets the original proposal terms. While no formal documentation has been provided from Insituform, the City has verbal confirmation from at least the Operating Engineers Local that verifies this claim.

As the Labor Harmony provision is a City Council policy alone, **the Engineering Department is taking no position on this request,** but is presenting it for your review at the request of the original low bid contractor. However, if the City Council does not choose to grant the waiver, it is recommended that the contract instead be awarded to Insituform Technologies, USA, Inc. in the amount of $2,563,667.74, that a total of $2,900,000.00 be encumbered to include a 13% project contingency, and that this award be contingent upon fulfillment of the City's Labor Harmony requirements. If the City Council chooses to award the contract to Insituform, is it further recommended that the Mayor and City Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.

The Labor Harmony provision clearly states that failure to provide the PLA will constitute grounds for sacrificing the bid security, and should the low bidder be rejected on this basis, the Engineering Department will coordinate with the City Attorney to determine if this is an appropriate step to take as well.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible.

REASON FOR DEADLINE: Bid is good for forty-five (45) days, construction will likely last the entire construction season, should be commenced as soon as possible, and execution of the contract as already been delayed four weeks from the original award.

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Engineering Department and Water Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Water Department, adjacent property owners & residents, Water Customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 2,900,000
Cost of This Project Approval	$ 2,900,000
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Water Distribution Impr	59140538 972000 08W12	$ 2,900,000

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering & Planning **DATE:** May 29, 2008

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: June 2, 2008

DIVISION J

LABOR STANDARDS – REVISED 11/18/04

1. POLICY:

It is the policy of the City of Monroe to encourage the employment of Local Labor and the use of Local Materials on City-awarded construction contracts whenever possible.

2. LABOR HARMONY:

All contract bid projects involving the construction, alteration, repair and improvement of City owned buildings and facilities, or the construction and reconstruction of streets, sidewalks, water mains, sanitary sewers, and storm sewers, in which the cost is anticipated to exceed a total bid amount of $50,000 shall include such terms as to promote harmonious relations among all skilled tradespersons and laborers employed on the project. These terms shall include a requirement, that the successful bidder certify that he or she is able to furnish skilled tradespersons and laborers who are able to work in harmony with all other contractors who are employed upon the project, and enter into a Project Labor Agreement (PLA) with the Greater Detroit Building and Construction Trades Council, AFL-CIO, and its affiliated unions, or the local trade union practicing jurisdiction over the area, for the development and construction of the project.

This policy applies to those projects which the tradespersons and laborers work in the classifications and at the rates for Commercial Construction as defined by the Michigan State Government Department of Consumer and Industry Services Bureau of Safety & Regulation Wage and Hour Division.

Prior to the award of the Contract, the apparent successful bidder and subcontractor(s), if any, and any other bidder so requested, will within seven days after the day of the bid opening submit to the City a copy of the PLA with the Greater Detroit Building and Construction Trades Council, AFL-CIO, and it's affiliated unions, or the local trade union practicing jurisdiction over the area. If the City after due investigation has reasonable objection to such document or the bidder declines to provide the PLA, the Contract shall not be awarded to such bidder. Declining to provide the PLA will constitute grounds for sacrificing his bid security.

Monitoring of the provisions of this section with respect to compliance of the Contractor with the Project Labor Agreement, wage rates, and any other appropriate provisions shall rest with the union with jurisdiction over the trade involved.

3. WAIVER:

If the City makes a good faith effort at soliciting bids but received none, or if all bids received are unacceptably high, the City Council may waive the provisions of this resolution.

FER-PAL Construction USA LLC
28529 Goddard Road, Ste 106 - 107
Romulus, MI
48174-2779

May 28, 2008

City of Monroe
120 East First Street
Monroe, Michigan
48161-2169

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

Re: Water Main Structural Relining Contract Project Labor Agreement

As per the requirements of the contract with respect to entering into a Project Labor Agreement with the Greater Detroit Building and Construction Trades Council, AFL-CIO, Teamsters and its affiliated unions the following is a summary of events to date.

We have tentatively reached an agreement in principle with a local unionized contractor whereby they would be responsible for all excavating, haulage and installation of all water main appurtenances, backfill and final restorations as per the City of Monroe standard drawings and specifications. FER-PAL Construction USA LLC will be solely involved in the installation, testing and quality control of the AQUA Pipe CIPP Liner system and would be incorporating the use of its own specialized technical work force.

FER-PAL Construction USA LLC contacted Mr. Dan Minton of Local Labor Union 499, Mr. Dan Boone of Local Labor Union 324 and Mr. Ed Coffee of Greater Detroit Building and Construction Trades Council. A request was made to each local union representative to initiate discussions with the intent of having FER-PAL Construction USA LLC specialized technical employees exempted from any Project Labor Agreement in exchange FER-PAL Construction USA LLC would retain the services of a local unionized contractor to perform all other works within the contract framework that does not require a specialized technical work force. Unfortunately, all attempts to reach an agreement or waiver were denied by each local union representative.

At this time FER-PAL Construction USA LLC has made every effort in good faith to meet the terms of the contract with no success in securing a Project Labor Agreement with your local unions. With this in mind we are requesting that this issue be brought forth to your local Council at its next scheduled meeting to have an amendment to your Ordinance to have our specialized technical work force exempted.

Should you have any questions please feel free to contact me.

Yours truly,

Gerry Ramsay
Vice President, Operations
FER-PAL Construction USA LLC

17999 Edison Ave., Chesterfield, MO 63005
phone: 636-530-8000
fax: 636-519-8010

www.insituform.com

Insituform Blue

17988 Edison Ave
Chesterfield, MO
63005
May 27, 2008

Reference: 2008 Water Main Rehabilitation Project

Barry LaRoy, P.E.
Director of Water & Wastewater Utilities
Interim Director of Recreation
City of Monroe

Dear Mr. LaRoy:

The purpose of this letter is to confirm that Insituform Technologies USA, Inc is in compliance with all aspects of the bid requirements for the 2008 Water Main Rehabilitation Project in the City of Monroe, Michigan. Insituform Technologies USA, Inc will honor their bid as submitted on April 21, 2008. Additionally, this letter confirms that Insituform Technologies USA, Inc is in compliance with the Labor Harmony provision.

Best regards,
Matt Wassam
National Sales Manager
Insituform Blue

cc: Gary Wiegmann
David Rosenberg

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Offer to purchase City-owned Parking Lot

DISCUSSION:

The city has received an offer to purchase the city-owned parking lot at 30-32 E. Elm Avenue as part of a redevelopment plan being proposed by Monroe Geriatric Evaluation & Management Services, PLLC. The Geriatrics Center will create a facility at 8 N. Monroe Street (the former Masonic Lodge) offering a variety of medical and therapeutic services at a single, centralized location. The parking lot in question is located immediately east of and adjacent to 8 N. Monroe Street and the Subway restaurant. The physicians developing the project anticipate that the Center will bring persons into the downtown "...who may well frequent many of the downtown stores, restaurants, and banks." They also note that because of their targeted clientele adjacent parking is key factor in developing the Center, and therefore the purchase and redevelopment of the former Masonic Building is contingent upon the developers acquiring the parking lot. Monroe Geriatric Evaluation & Management Services is offering $200,000 for the two properties comprising the E. Elm Avenue parking lot.

In order to evaluate the offer, the Planning Department has attempted to provide a snapshot view of the parking lot by assembling several items including current maintenance costs related to 30-32 E. Elm Avenue, the potential tax revenue as a privately owned lot, and parking usage at this lot and within the general area. The Department of Public Services (DPS) estimates annual maintenance costs for the parking lot at approximately $10,000 per year, which includes sweeping, striping, and snow removal. The Director of DPS also anticipates that replacement of the guardrail may be necessary in the near future and anticipates costs to be in $5,000 range.

The City Assessor was asked to provide a estimate of annual property taxes for 2008 if the parcels were privately owned. The Assessor has calculated annual revenues for the properties, if taxed in 2008, at $4,120.46. It is worth noting that the subject parcels are not located within the Downtown Development Authority (DDA) boundaries.

At the May 21 DDA/Main Street meeting, board members expressed concern over the possible elimination of a parking lot from public use without a plan to provide additional spaces or alternative locations. The Director of Planning and Engineering indicated that his departments are more than willing to discuss options with representatives of the DDA/Main Street board.

In an effort to determine whether the elimination of public parking at 30-32 E. Elm Avenue could have a potentially detrimental effect on parking within the downtown area, the Planning Department surveyed nine parking lots, which included public lots (both metered and non-metered), private lots for customer only use, and private paid lots open to the public (see attached parking survey). The lots included 30-32 E. Elm Avenue (the parking lot in question), the St. Mary's lot (Monroe Street and W. Elm Avenue), the Lauer-Finzel lot (on the south side of the River Raisin and across from the St. Mary's parking lot), the Weipert lot (W. Front Street), the lot at the southwest corner of First and Monroe Streets, the Macomb Street lot (located between Front and First Streets), and the Veteran's lot (northeast corner of Front and Macomb Streets), all of which are city owned. The Monroe Bank & Trust lot (adjacent to their headquarters at E. Front and Washington Streets, which is for their customers), and the privately-owned pay lot open to the public on Washington Street (adjacent to and south of the MB&T lot) accounted for the private lots assayed.

The Planning Department calculated 617 total spaces in these nine lots. The lots were surveyed over the course of two days at regular intervals. Peak occupancies ranged from 15% to 81%. The high of 81% reflects occupancy at the St. Mary's Lot during school hours (as reflected in surveys taken at 8:30 a.m., 10:30 a.m., and 12:30 p.m.). The number of occupied spaces dropped markedly in the St. Mary's lot by the 3:30 p.m. survey, which would correlate with the end of the school day. The percentage of occupancy in the St. Mary's lot at 3:30 p.m. dropped to 14% and 12%, respectively, for the two days when surveys were conducted. Based upon these findings, the department would project that occupancy rates for the St. Mary's lot day during summer months (i.e., when school is not in session) would more closely resemble the counts taken at the 3:30 p.m. survey time.

On average, the nine public and private lots had 55.5% peak occupancy. This number holds true for city-owned, metered parking and is only slightly higher for city-owned lots with unlimited parking. Again, it should be noted that findings fluctuated significantly from lot to lot and from survey time to survey time. Based upon the information obtained, however, the Planning Department concludes that if the 58-space E. Elm Avenue lot is sold, there is more than ample parking to be found in the surface lots identified to make-up the deficit. It should also be noted that on-street parking was not evaluated as part of this survey.

DISCUSSION (continued):

The Planning Department would further recommend that if City Council authorizes staff to begin negotiating the terms of a purchase agreement, the agreement should include: The right of first refusal should the development not occur, the parking lot is split-off from the main development, or if the properties are to be sold at some future point; secondly, staff would recommend seeking use of the parking lot for special community events, such as the Jazz Festival, provided events did not conflict with use by the owners and their patients/clientele; and, finally that the city is selling the property "as is."

Revenue from the sale of the properties would go into the Parking Fund.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 2, 2008

REASON FOR DEADLINE: Purchase and development are contingent upon sale of city-owned lot

STAFF RECOMMENDATION: ☒For ☐Against

REASON AGAINST: N/A

INITIATED BY: City Manager, Planning/Engineering Departments

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Parking, DDA/Main Street, Planning Department, residents and businesses that utilize the E. Elm Avenue parking lot

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$
Cost of This Project Approval	$
Related Annual Operating Cost	$0
Increased Revenue Expected/Year	$200,000 / '08 $ 4,120 / '09*

*The annual increase beginning in 2009 does not take into account the additional tax revenue that 8 N. Monroe Street may bring as a result of the redevelopment project.

SOURCE OF FUNDS:

City	Account Number	Amount
		$
		$
Other Funds		$
$		
		$

Budget Approval: _____

FACT SHEET PREPARED BY: Jeffrey Green, AICP and Matthew Wallace **DATE:** 5.28.08

REVIEWED BY: Patrick Lewis, P.E., Director of Engineering & Planning **DATE:** 5.28.08

COUNCIL MEETING DATE: June 2, 2008

THE GERIATRICS CENTER
Monroe Geriatric Evaluation & Management Services, PLLC
1030 N. Monroe St.
Monroe, MI 48162
Phone: (734) 243-3288 Fax: (734) 243-3478

April 18, 2008

City of Monroe
Department of Engineering
120 East First Street
Monroe, Michigan 48161
Attn. Patrick Lewis P.E.

Dear Mr. Lewis,

Based on our meetings and discussions with you and other City officials, we have made known our interest in purchasing the property located at 8 North Monroe Street, commonly known as the Masonic Hall. This project is contingent on our ability to purchase adjacent property for access to parking.

It is our intention to undertake the renovation of the structure, creating medical office spaces. We feel the project has merit in that, being an integral part of the downtown, we will be providing services to persons requiring our medical services and who may well frequent many of the downtown stores, restaurants and banks.

It is our interest to enhance our renovation project by adding convenient parking for our patients, many of whom are senior citizens who appreciate the convenience of close parking, as opposed to having the use the City lot and cross the street with traffic.

Having researched the proximity of the properties, we are interested in proposing to the City a purchase of the "East Elm Parking Lot" #30 and #32 East Elm Avenue, presently owned by the City of Monroe, in order to accomplish this need for additional parking.

We would like this letter to serve as an offer to purchase the lots at #30 and #32 East Elm Avenue for two hundred thousand ($200,000.00) dollars.

It is our hope that the City of Monroe will look favorably at this offer so we can continue to finalize our interest in the purchase of the 8 North Monroe Street property.

Sincerely,

Oscar A. Linares, MD

Jiab Suleiman, DO

2008 COMBINED ADJUSTED TAX ROLL FOR CITY OF MONROE
MONROE
SPEC. POPULATION: AD VALOREM PLUS SPECIAL ACTS

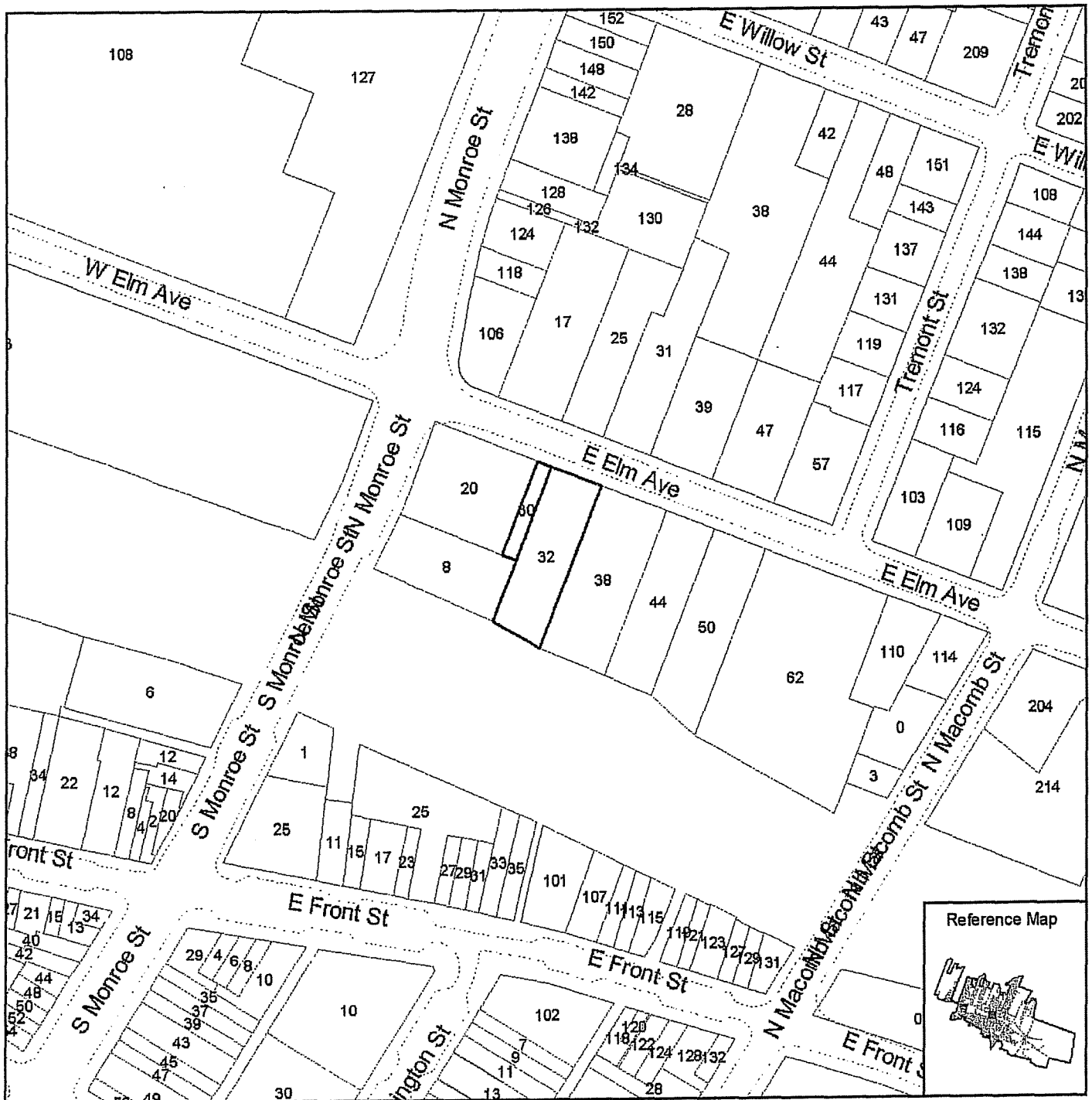
TOTAL ALL DISTRICTS	REAL	PERSONAL	EXEMPT	LEASED LAND	TOTAL
PARCEL COUNT	1	0	0	0	1
TAXABLE VALUE	75,000	0	0	0	75,000
ASSESSED VALUE	75,000	0	0	0	75,000
SEV VALUE	75,000	0	0	0	75,000
PRE/MBT TAXABLE	0	0	0	0	0
NON PRE/MBT TAXABLE	75,000	0	0	0	75,000
(S) CITY OP	1,022.92	0.00	0.00	0.00	1,022.92
(S) REFUSE	111.37	0.00	0.00	0.00	111.37
(S) PORT	31.87	0.00	0.00	0.00	31.87
(S) LETC	46.49	0.00	0.00	0.00	46.49
(S) STATE ED	450.00	0.00	0.00	0.00	450.00
(S) COUNTY	359.64	0.00	0.00	0.00	359.64
(W) COUNTY SENIORS	37.50	0.00	0.00	0.00	37.50
(W) LIBRARY	75.00	0.00	0.00	0.00	75.00
(W) ISD	356.55	0.00	0.00	0.00	356.55
(W) MON SCH B & S	74.88	0.00	0.00	0.00	74.88
(W) MON SCH LOC OP	1,350.00	0.00	0.00	0.00	1,350.00
(W) COLLEGE	163.45	0.00	0.00	0.00	163.45
(W) CITY OPER	0.00	0.00	0.00	0.00	0.00
(W) REFUSE	0.00	0.00	0.00	0.00	0.00
(W) PORT	0.00	0.00	0.00	0.00	0.00
(W) LETC	0.00	0.00	0.00	0.00	0.00
(W) COUNTY ALLOC	0.00	0.00	0.00	0.00	0.00
(W) JEFF SCH LOC OP	0.00	0.00	0.00	0.00	0.00
(*) SP. ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
(S) ADMIN FEE	20.22	0.00	0.00	0.00	20.22
(W) ADMIN FEE	20.57	0.00	0.00	0.00	20.57
(S) TOTALS	2,042.51	0.00	0.00	0.00	2,042.51
(W) TOTALS	2,077.95	0.00	0.00	0.00	2,077.95
GRAND TOTALS	4,120.46	0.00	0.00	0.00	4,120.46

DATE: Friday, May 23, 2008

		Total Number of Spaces Available	8:30 a.m. Spaces Occupied (Pct)	10:30 a.m. Spaces Occupied (Pct)	12:30 p.m. Spaces Occupied (Pct)	3:30 p.m. Spaces Occupied (Pct)	Spaces Occupied at Peak (Pct)
Lauer-Finzel	West	137	38 (28%)	47 (34)	37 (27)	22 (16)	47 (34)
	South	23	13 (57)	15 (65)	13 (57)	10 (43)	15 (65)
	East	52	33 (63)	47 (90)	30 (58)	19 (37)	47 (90)
Weipert Lot		27	4 (15)	4 (15)	4 (15)	4 (15)	4 (15)
St. Mary's		143	107 (75)	112 (78)	116 (81)	20 (14)	116 (81)
E. Elm Ave (Masonic)		58	23 (40)	30 (52)	26 (45)	23 (40)	30 (52)
MB&T (Customers only)		27	11 (41)	13 (48)	3 (11)	5 (19)	11 (41)
City Lot: First & Monroe		29	3 (10)	5 (17)	6 (21)	16 (55)	16 (55)
Sutton's Lot (Private)		57	14 (25)	24 (42)	18 (32)	17 (30)	24 (42)
Macomb St. (Metered)		28	7 (25)	4 (14)	0 (0)	7 (25)	7 (25)
Veterans Lot (Metered)		36	6 (17)	17 (47)	14 (39)	11 (31)	17 (47)
City Owned Parking		533	234 (44)	281 (53)	246 (46)	132 (25)	299 (56)
City Owned, Free Unlimited Parking		413	214 (52)	251 (61)	222 (54)	94 (23)	255 (62)
Total		617	275 (45)	318 (52)	267 (43)	154 (25)	350 (57)

DATE: Tuesday, May 27, 2008

		Total Number of Spaces Available	8:30 a.m. Spaces Occupied (Pct)	10:30 a.m. Spaces Occupied (Pct)	12:30 p.m. Spaces Occupied (Pct)	3:30 p.m. Spaces Occupied (Pct)	Spaces Occupied at Peak (Pct)
Lauer-Finzel	West	137	32 (23%)	43 (31%)	47 (34%)	33 (24%)	47 (34%)
	South	23	9 (39)	12 (52)	12 (52)	11 (48)	12 (52)
	East	52	26 (50)	45 (87)	44 (85)	29 (56)	45 (87)
Weipert Lot		27	1 (4)	1 (4)	1 (4)	5 (19)	5 (19)
St. Mary's		143	98 (69)	99 (69)	105 (73)	17 (12)	105 (73)
E. Elm Ave (Masonic)		58	25 (43)	29 (50)	29 (50)	26 (45)	29 (50)
MB&T (Customers only)		27	10 (37)	8 (30)	8 (30)	6 (22)	10 (37)
City Lot: First & Monroe		29	1 (3)	5 (17)	11 (38)	15 (52)	15 (52)
Sutton's Lot (Private)		57	13 (23)	30 (53)	21 (37)	25 (44)	30 (53)
Macomb St. (Metered)		28	11 (39)	13 (46)	6 (21)	3 (11)	13 (46)
Veterans Lot (Metered)		36	12 (33)	23 (64)	22 (61)	17 (47)	23 (64)
City Owned Parking		533	215 (40)	270 (51)	277 (52)	156 (29)	294 (55)
City Owned, Free and Unlimited Parking		413	190 (46)	228 (55)	237 (57)	116 (28)	238 (58)
Total		617	238 (39)	308 (50)	306 (50)	187 (30)	334 (54)



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City of Monroe CivicSight Map

PARCEL INFORMATION:

PIN - 69-01305-001
Owner Info: UNKNOWN
Site Address - 30 E ELM AVE
Legal Description: COMM AT A PT ON E LI N MONROE ST N 24D 09M E 80.43 FT FR ITS INT WI N BANK RIVER RAISIN; SD PT BEING S 18D 55M W 133.24 FT FR S LI ELM AVE; TH S 71D 48M E 167.47 FT TO AN IRON PIPE EST POB; TH N 18D 55M E 133.24 FT TO S LI E ELM AVE; TH N 71D 48M W 20 FT;

MAP LEGEND:

- EDGE OF PAVEMENT
- CITY LIMITS
- PARCELS

Map Scale: 1 inch = 200 feet
Map Date: 5/28/2008
Data Date: April 9, 2008

Sources: City of Monroe, River's Edge GIS, LLC.

Disclaimer:
DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Amendment to the Monroe County Solid Waste Management Plan

DISCUSSION: In accordance with Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended (NREPA) and rules promulgated thereunder, the Monroe County Solid Waste Management Planning Committee has amended the 2001 Monroe County Solid Waste Management Plan.

The Plan Amendment classifies Steven's Disposal and Recycling Service, Inc. located in Summerfield Township as a Type A Transfer Facility and Processing Plant and adds to the approved solid waste disposal areas in the Monroe County Solid Waste Management Plan.

State Statute (MCL 324.11536) requires that the governing bodies of not less than 67% of the municipalities within the county approve the plan before it may take effect.

Staff has reviewed the proposed amendment and has no objections.

Therefore it is recommended that Monroe City Council approve the amendment to the Plan by adopting the attached resolution and authorize the City Clerk to sign the resolution document.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Department of Public services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Monroe County Solid Waste Disposal

FINANCES

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

SOURCE OF FUNDS:	City	Account Number	Amount
			$ N/A
			$ N/A
			$ N/A
			$ N/A
			$ N/A
	Other Funds		$ N/A
			$ N/A
			$ N/A
			$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Scott Davidson, Director of Public Services **DATE:** May 27, 2008

REVIEWED BY: Scott Davidson, Director of Public Services **DATE:** May 27 2008

COUNCIL MEETING DATE: June 2, 2008

RESOLUTION

WHEREAS, there exists in the County of Monroe, for reasons of public health, the protection of the Environment, and the requirements of state law, a need to have a County-wide plan to provide for the collection and disposal of nonhazardous solid waste generated in the County; and

WHEREAS, the County of Monroe has undertaken the amendment of said plan as requested by the Michigan Department of Environmental Quality to include Steven's Disposal & Recycling Service, Inc. as a Type A Transfer and Processing Plant and an approved solid waste disposal area in the Monroe County Solid Waste Management Plan, as required by the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), Part 115, Solid Waste Management, and its Administrative Rules, of a solid waste management plan; and

WHEREAS, the solid waste management plan calls for the reduction of solid waste requiring disposal through implementation of recycling, composting, and educational programs; and

WHEREAS, the solid waste plan has been amended in accordance with Public Act 451, as amended, Part 115, approved by the Board of Commissioners of the County and is now submitted to all municipalities within the County, and if approved by 67% thereof and thereafter by the Director of the Michigan Department of Environmental Quality, shall be final, and if not so approved, the Director shall prepare an amendment for the County which will be final:

NOW, THEREFORE BE IT RESOLVED that the _____
of_____
Hereby approves the Monroe County Solid Waste Management Plan Amendment prepared under the requirements of PA 451 as amended, as approved and submitted by the County as required by Act 451, Part 115.

I, _____, Clerk of the _____of

_____, do hereby certify that the above captioned resolution

was adopted by the _____ on

_____.

SIGNED:_____

yeas: nays:

absent: abstain:

Healthy MONROE
SOLID WASTE PROGRAM

Rebecca A. Head, PhD, DABT *Health Officer/Director*
Jamie R. Dean, B.S., M.S.Ed. *Solid Waste Coordinator*

May 8, 2008

Dear Municipal Leader,

The Monroe County Solid Waste Planning Committee has worked on amending the 2001 Monroe County Solid Waste Management Plan to change the status of Steven's Disposal & Recycling Services, Inc. in Summerfield Township. County staff provided assistance to the Committee and input from the public was received throughout the process. The Amendment has been the subject of a public hearing and the Monroe County Board of Commissioners voted to approve the amendment to the plan on March 25, 2008. The last step before the plan amendment can be submitted to the state for final approval is to have each municipality in the county vote on the amendment. According to State Statute (MCL 324.11536):

> Following approval the county plan shall be approved by the governing bodies of not less that 67% of the municipalities within each respective county before the plan may take effect.

Therefore, your municipality must vote to approve the amendment to the Plan by adopting the enclosed resolution. In order to assist you, I am sending you several copies of the amendment and the resolution, which can be distributed to elected officials. At your request I will attend a council meeting in the near future to briefly review the plan amendment and to answer any questions you may have. You may also vote on and adopt the resolution without a presentation if you choose. If you proceed with this option, please submit a signed copy of the resolution to me at:

Jamie Dean
2353 South Custer Road
Monroe, MI 48161

Please contact me with the date and time of the meeting you will be discussing this issue if you would like me to be present. **In order for this process to continue in a timely manner, I ask that you return the signed Resolution no later than June 13, 2008.** I can be reached at (734) 240-7909 or by email at jamie_dean@monroemi.org if you have questions.

Sincerely,

Jamie R. Dean

Jamie R Dean, B.S., M.S.Ed.
Monroe County Solid Waste Coordinator

RECEIVED
MAY 13 2008
MAYOR'S OFFICE

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Approval of contract for professional services for update of the Airport Layout Plan for Monroe Custer Airport.

DISCUSSION: The Michigan Department of Transportation Airports Division staff and staff from the City's consultant for aviation related services, Reynolds, Smith and Hill, Inc. (RS&H) have had discussions resulting in the attached agreement on services and costs necessary for the updating of the Monroe Custer Airport Layout Plan (ALP).

The focuses of the ALP update are:

1. Provide new planimetric base mapping of the Airport
2. Plan for future development including improved non-precision instrument approaches to Runways 3 and 21.
3. Plan for the ultimate improvements necessary for implementation of a precision instrument approach

The cost of the work is a firm fixed fee of $75,100.00 and has been reviewed and approved by MDOT, with Federal funds providing 95%, State 2.5% and City 2.5% of project costs.

The Monroe Port Commission as the Airport's managing board reviewed this contract at its May 21 2008 regular meeting and voted unanimously to forward this proposed contract to the Monroe City Council. Further the Port Commission recommends Council approve the agreement and authorize the City Manager to sign the contract document.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: Earliest convenience

REASON FOR DEADLINE: Aerial photography work needs to begin as soon as possible.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Community Development and Planning

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Citizen Planning Commission

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 75,100.00
Cost of This Project Approval	$ 75,100.00
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Airport	29560442818020	$ 1,877.50
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ 1,877.50
State		$ 71,345.00
Federal		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Scott Davidson, Director of Public Services Airport Manager **DATE:** May 27, 2008

REVIEWED BY: Scott Davidson, Director of Public Services Airport Manager **DATE:** May 27,2008

COUNCIL MEETING DATE: June 2, 2008

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT made this ___th day of May, in the year of 2008 BETWEEN THE owner (hereinafter referred to as SPONSOR),

City of Monroe
120 East First Street
Monroe, Michigan 48161

And the Engineer, (hereinafter referred to as the CONSULTANT),

RS&H Michigan, Inc.
G-3101 W. Bristol Road, Suite 300
Flint, Michigan 48507

For the following PROJECT:

Location: Monroe Custer Airport, Monroe, Michigan

Description: Airport Layout Plan Update

WHEREAS, the Sponsor proposes to have professional planning services performed for the above described project;

AND WHEREAS, the Consultant has represented to the Sponsor that it is competent, qualified, willing and able to accomplish the services provided and set forth hereinafter in this Agreement;

AND WHEREAS, the Sponsor shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements to be performed by the respective parties hereto, IT IS AGREED by and between the Sponsor and the Consultant as follows:

Article 1 – Description of Work to be Done:

Services to be furnished by the Consultant to the Sponsor together with obligations of the Sponsor or Sponsor's Agent (Michigan Department of Transportation, Bureau of Aeronautics (AERO) to furnish certain information and data shall consist of the elements described in Attachment "A", attached hereto and made a part hereof.

Element 1.1 – Subconsultant Service

Any services to be provided by subconsultants shall be provided for in a subconsultant agreement that shall meet the written approval of the Sponsor.

Article 2 – Time of Beginning and Completion

Element 2.1 – Time for Beginning

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have ten (10) days from the date of Notification to Proceed in which to organize and actually commence work.

Element 2.2 – Time for Completion

The estimated time for the Consultant to complete the work in Article 1 of this agreement, ready for submission of draft drawings to the Sponsor and AERO for review and approval is nine (9) calendar months from the date the Consultant actually starts work. The planned work schedule is attached as Attachment "B". Changes in time for completion shall be in accordance with Element 4.4.

Article 3 – Payment

Element 3.1 – Fee

The Sponsor agrees to pay the Consultant as full compensation for services rendered as set forth in this Agreement as follows:

A firm fixed fee of $75,100. A breakdown of the cost is included as Attachment "C".

The fee described above shall be considered payment in full by the Sponsor to the Consultant for all services rendered except as hereinafter provided under Article 4 – Element 4.3 – Changes in Work and Element 4.4 – Contract Time.

Element 3.2 –Progress Payments

The Consultant shall invoice the Sponsor for services monthly based on the Consultants estimate of the proportion of the total service actually completed at the time of billing.

All changes for services shall be due and payable upon receipt of an invoice by the Sponsor. In the event work is completed but unapproved, final payment will be due and payable sixty (60) days after completion of work. If the work is completed prior to the anticipated schedule, payments will be due and payable sixty (60) days after completion of work.

Article 4 – Miscellaneous Provisions

Element 4.1 – Design Standards

The Consultant shall follow insofar as applicable and reasonable and as approved by the Sponsor, current design standards set forth by the Sponsor, the Sponsor's Agent and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the Consultant has completed that portion of the work to which a particular standard may apply, and in the event the Consultant is required by the Sponsor to make revisions to completed work to meet revised standards and certification requirements, the Consultant shall be entitled to additional compensation as provided under Element 4.3 – Changes in Work.

Element 4.2 – Ownership of Documents

Documents prepared or obtained by the Consultant, such as reports, exhibits, photographs, slides, computer files, tracings, plans, maps, sketches, and drawings as provided under the terms of this Agreement shall be the property of the Sponsor. Original plans shall be plotted or photo reproduced on transparent bond paper. The Mylar prints of the originals and final version of the computer files shall be delivered to and become the property of the Sponsor. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service but shall be made available, upon request, to the Sponsor without restriction or limitation on their use.

In the event any of the above documents are revised by the Sponsor, the nameplates of the Consultant will be removed and the Consultant will be released and held harmless of any subsequent liability which may arise from the reuse of these documents.

Element 4.3 – Changes in Work

By mutual acceptance of both the Sponsor and the Consultant, changes in work from that work herein provided, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Agreement. The amendment shall describe the change in work, any adjustment in fixed fee, work, schedule and/or payment schedule, herein. Each amendment must be signed and dated by both the Sponsor and the Consultant prior to doing the work.

Element 4.4 – Delays and Extensions

Changes in the estimated time schedule as may be required by the Sponsor or the Consultant shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 – Changes in Work.

Element 4.5 – Insurance and Indemnification

The Consultant shall provide to the Sponsor a certificate of Insurance providing for insurance coverage written by reputable insurance companies authorized to write such insurance and satisfactory to the Airport as follows:

1) General Liability - $1,000,000/occurrence bodily injury and property damage, $1,000,000 aggregate.
2) Automobile Liability - $1,000,000/occurrence bodily injury and property damage.
3) Workers Compensation and Employers Liability – Workers Compensation – Statutory.
4) Professional Liability - $1,000,000 any one claim and in the aggregate.

Except for item 3 and 4 above, the certificate of insurance shall specifically provide that the City of Monroe, Monroe Custer Airport Advisory Board, agents, employees, and representatives are named as additional insureds and that the insurance policy cannot be canceled without providing a thirty (30) day written notice to the City of Monroe. The usual words in the cancellation clause of the insurance certificate which states “endeavor to” and “failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall be stricken. Failure of the Consultant to provide the certificates of insurance or receipt by the Sponsor of a notice of cancellation from the insurance company(s) shall constitute a material breach of contract, and this contract may be terminated immediately.

Element 4.6 – General Compliance With Laws

Unless otherwise specified, this Agreement shall be governed by the laws of the principal address of the Sponsor. The Consultant agrees to comply with all Federal, State and Local laws applicable to the work.

Element 4.7 – Subletting, Assignment and Transfer

The Sponsor and the Consultant each binds himself, his partners, successors, assignees and legal representatives to the other party to this Agreement and to the Partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Sponsor nor the Consultant shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

Element 4.8 – Consultant's Endorsement

The Consultant shall seal and sign all final plans and specifications required by this Agreement furnished to the Sponsor.

Element 4.9 – Disputes

All disputes concerning a question of fact in connection with work not disposed of by agreement between the Sponsor and the Consultant shall be settled through standard court actions brought in any municipal, state or federal court in Monroe County, State of Michigan, having jurisdiction over the subject matter.

Element 4.10 – Responsibility for Claims and Liability

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA, City of Monroe, and the employees or agents of the Sponsor, Monroe Custer Airport Advisory Board, and employees or agents of the Sponsor, as well as the agents of the City of Monroe or other governmental agencies from all claims and liability due to negligence of the Consultants or its subconsultants.

Element 4.11 – Prohibition of Discrimination In State Contracts

The Consultant hereby agrees to comply with the requirements of Attachment "D", attached hereto and made a part hereof.

Element 4.12 – Additional Provisions

Not applicable

Element 4.13 – Federal Required Clauses

The Consultant hereby agrees to comply with the requirement of Attachment "E", attached hereto and made a part hereof.

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

ACCEPTED BY THE SPONSOR

CITY OF MONROE, MICHIGAN

BY:_____ BY:_____

Name:
Title:

ACCEPTED BY THE CONSULTANT

RS&H MICHIGAN, INC.

BY: _____ BY: _____

Joseph P. Jackson
Vice President

MONROE CUSTER AIRPORT
MONROE, MICHIGAN
AIRPORT LAYOUT PLAN

ATTACHMENT 'A'

SCOPE OF WORK

The Monroe Custer Airport (KTTF) is located approximately five miles northwest of the City of Monroe, Michigan. The Airport has a single northeast-southwest paved runway (Runway 3/21), 4,997' x 100'.

The City of Monroe (City) has selected RS&H Michigan, Inc. to prepare an update to the Airport Layout Plan (ALP). The current Airport layout plan (ALP) for the Monroe Custer Airport was prepared in 2000, with technical updates in 2002, 2003, 2005, 2006, and 2007.

The primary focuses of this ALP update are:

- Provide new planimetric base mapping of the Airport
- Plan for future development including improved non-precision instrument approaches to Runways 3 and 21
- Plan for the ultimate improvements necessary for implementation of a precision instrument approach.

In order to complete these projects, the following work tasks will be required:

Task 1 – Study Design

RS&H will develop a scope of services for this Airport Layout Plan that complies with Federal Aviation Administration (FAA) Advisory Circular 150/5300-13, Airport Design, FAA Advisory Circular 150/5070-6B, Airport Master Plans, and FAA Policy and Procedures Memorandum – Airports Division 5310.1, Preparation and Review of ALPs.

This effort is eligible for reimbursement under FAA guidelines for AIP and PFC projects. The work scope described below has been developed as a result of this task's efforts and is the basis for the ALP preparation consulting services.

Task 2 – Data Gathering

RS&H will compile and review Airport data to establish baseline conditions for the study. The Sponsor and AERO will provide RS&H with copies of all available required information. Graphic and text data should be provided to RS&H in electronic form, as available. Data to be collected and reviewed may include the following:

- ALP Set
- Buildings and Facilities Layout and Sizes as Recorded by Airport
- Pavement Condition and Strength Reports

- NOAA Airport Obstruction Chart and Report
- Aeronautical Charts and Regional Flight Publications
- Utility Infrastructure Plans
- Environmental Studies
- Meteorological and Wind Data
- Airport Capital Improvement Program
- Master Use and Lease Agreement
- Tenant Lease Agreements
- Exhibit "A" Property Map
- Surrounding Community Parcel Map and Ownership Data
- Airport Historical Air Traffic Statistics
- Airport Master Record Form 5010
- FAA Historic and Forecasted Aviation Activity
- Local Comprehensive Plans
- Existing and Future Land-Use Maps
- Zoning Maps and Airport Noise/Land Use Regulations
- Airspace Structure and any FAA Use Agreements
- Airport Height Zoning Ordinances and Land Use Safety Zoning
- Any municipal development plans adjacent or relative to the Airport property, such as access roads, highways and buildings

The inventory effort will serve to establish the official record of existing conditions and planning or implementation efforts, and serve as the information foundation for use in other tasks.

Task 3 – Base Mapping, Topographic, and Obstruction Surveying

The development of the ALP will utilize new surveying and base mapping of the Airport and surroundings for plannimetric and topographic features and obstruction analysis. Aerial photography and photogrammetry will be used. Topographic elevations will be collected and presented in 5-foot contour elevations.

For the existing runway and approach procedures, and future approach procedures being developed by the FAA, obstruction analyses will be based on surveys completed by the National Geodetic Survey dated February 23, 2006.

For the ultimate Airport and approach procedures, obstruction surveying will be based on area sufficient to include structures and trees up to 100 feet above runway end elevation, based on obstruction clearance necessary for a precision instrument approach procedure. The obstruction survey will be of sufficient detail to identify tree lines and representative tree canopy elevation, but will not include each individual tree. The ultimate runway end locations and/or alignment may vary from the existing.

Task 4 – Facility Requirements and Development Alternatives

The Monroe Custer Airport and AERO will provide RS&H with all existing and forecast aviation activity data, including total operations, itinerant operations, based aircraft, instruments approaches, and critical aircraft. RS&H will assess the facility requirements based on the activity forecast and sponsor's strategic vision for the Airport.

Based on the facility requirements, the obstruction analysis, and the inventory of existing site conditions, the Airport site and surrounding area will be evaluated to determine the feasibility of siting and accommodating the proposed ultimate facility requirements at the existing Airport site. The existing site conditions include elements such as roadway access, utilities, tall-towers, residences, land-use and zoning, wetlands, exiting Airport facilities, etc.

- For the assessment of future conditions, the alternatives analysis will be limited to aircraft storage, parking and support facilities.
- For the assessment of ultimate conditions, the alternatives analysis will consider runway relocation, and aircraft storage, parking and support facilities locations necessary to accommodate a precision instrument approach to the Airport. The runway alternatives will be limited to improvements to the existing runway and relocation of other Airport facilities, or relocation of the runway parallel to, and offset from the existing runway.

The Monroe Custer Airport, with technical input from RS&H shall select a preferred Airport development plan.

Task 5 – Preliminary Airport Layout Plan and Narrative Report for Sponsor/State Review

RS&H will prepare a set of ALP drawings, per FAA Policy and Procedures Memorandum – Airports Division 5310.0, Preparation and Review of ALPs. The plans will consist of 24" x 36" sheets (22" x 34" image area), containing sufficient data to obtain approvals from the Federal Aviation Administration (FAA), and AERO. The ALP checklist, which outlines in detail the items required on the basic ALP sheets, shall become part of the engineering agreement between the Monroe Custer Airport and RS&H. All the sheets in the ALP shall depict existing conditions and shall be revised to reflect the current FAA and AERO standards and the changes based on this study.

RS&H will use computer aided drafting (CAD) to complete the Airport layout plan drawing set. Preparation of the ALP will be based on the finding of the study and will include the following individual drawings:

1. TITLE SHEET

2. AIRPORT DATA SHEET

3. EXISTING AND FUTURE AIRPORT LAYOUT PLAN DRAWING: One drawing will be created to show existing and future development of the Airport.

4. ULTIMATE AIRPORT LAYOUT PLAN DRAWING: One drawing will be created to show existing and future development of the Airport.

5. TERMINAL PLAN DRAWING: This shall be a new sheet showing all new, future and ultimate development in the administration and hangar area.

6-9. INNER PORTION OF THE APPROACH SURFACE DRAWINGS: Approach plan and profile drawings shall be prepared using contour line or photo base drawings. The locations of all controlling objects on Airport property and the elevations of obstructions surrounding the Airport in plan and profile that exceed and are close to the FAR Part 77 surfaces will be shown.

The approaches assessed for existing and future scenarios will be non-precision instrument approaches. Obstruction analyses may also include Advisory Circular 150/5300, Airport Design, Appendix 2 threshold siting and departure surfaces. Obstruction analyses will be based on surveys completed by the National Geodetic Survey dated February 23, 2006.

For the ultimate development scenario, precision instrument approaches will be assessed. Obstruction analyses may also include Advisory Circular 150/5300, Airport Design, Appendix 2 threshold siting and departure surfaces. Obstruction surveying will be based on area sufficient to include structures and trees up to 100 feet above runway end elevation, based on obstruction clearance necessary for a precision instrument approach procedure. The obstruction survey will be of sufficient detail to identify tree lines and representative tree canopy elevation, but will not include each individual tree.

Obstructions will be depicted in plan and profile, and will be listed numerically in a table with data describing the obstruction type, top elevation, allowable elevation, amount of penetration, and proposed dispositions. Elevations of roads, railroads, power poles, trees, buildings, etc., in the approaches shall be shown.

10. AIRPORT AIRSPACE DRAWING: FAR Part 77 surfaces based on ultimate airport development will be superimposed on a USGS quadrangle map. This shall be a new sheet depicting objects that violate FAR Part 77 surfaces that have not been identified on the ALP or inner portion of the approach surface drawings. The top elevation of each obstruction or tall object will be listed in a table.

11. LAND USE DRAWING: A drawing will be prepared depicting existing and recommended use of all land within the ultimate Airport property line, as well as land adjacent to Airport. Zoning should depict the boundaries of local government and should show relevant land use zoning of all adjacent properties.

12. EXHIBIT A: Utilize Monroe Custer Airport and MDOT Aviation supplied data, County tax records, and property survey completed in 2005 to update the Exhibit A Property Map. MDOT Aviation will provide all parcel/tract information, including parcel/tract number and graphic delineation, type of interest, year acquired, acreage of each parcel/tract, appropriate public land record reference, and FAA aid project number, as applicable. The Exhibit A will be prepared, consistent with FAA requirements and MDOT Guidelines for Developing Airport Exhibit A Property Map.

RS&H will also prepare a condensed narrative report explaining the reasoning behind, and important features of the ALP. The report shall include:

- Basic aeronautical forecasts as supplied by MDOT and Monroe Custer Airport
- Proposed items of development
- Changes to the previous approved ALP
- Rationale for unusual design features and/or modification to FAA airport design standards
- Development summary for stages of construction of planned improvements
- Evidence of local and state government coordination

Two (2) full-sized copies of the Preliminary Draft Airport Layout Plan Drawings and two (2) copies of the Preliminary Narrative Report shall be prepared and submitted to the Sponsor and AERO for review and comment. The Sponsor and MDOT shall provide written review comments and or marked-up drawing to RS&H. A meeting will be held with the Sponsor, AERO, and others (as directed by the Sponsor) to discuss Airport layout plan. A consensus approval of the preferred layout shall be obtained prior to proceeding with subsequent elements of the study.

Task 6 – Revise Preliminary ALP and Narrative Report and Submit Draft ALP to Sponsor/State

Based on written and verbal review comments on the preliminary ALP and Narrative Report, RS&H will make final revisions to the ALP Drawings and submit two (2) copies of the Draft ALP to the County and AERO for approval.

Task 7 – Final ALP and Narrative Report Revision and Submittal for FAA Airspace Review

Based on written and verbal review comments on the Draft ALP (see Task 6), RS&H will revise the Draft Narrative Report and ALP Drawings. RS&H will prepare a Final ALP submittal package to the FAA for airspace review.

The FAA will require a transmittal letter, ten (10) copies of the final Airport layout plan for airspace review, the narrative report, and the FAA Great Lakes Region Airports Division ALP checklist.

Task 8 – "Signature Set" Processing of Final ALP Drawings and Narrative Report

Upon FAA Airspace Approval of the Final ALP Drawings, RS&H shall prepare and submit eight (8) full-size copies of the Final ALP drawings for signatures. Once signed, MDOT will retain six (6) for internal use and distribution to the FAA and one (1) each will be provided to the Monroe Custer Airport and RS&H. RS&H will then prepare and deliver to the Monroe Custer Airport:

- One (1) CD-ROM containing the AutoCAD files and Adobe Acrobat files of the signed, final ALP
- Ten (10) copies of the final Narrative Report

Task 9 – Public Information Workshop

RS&H will hold one public information workshop to present the selected Airport development plans. The workshop will consist of workstations with RS&H staff available to discuss development plans on an individual basis. The Sponsor shall be responsible for arrangements and costs associated with workshop location, public notice, and comment recording (if necessary).

Task 10 – Project Management and QA/QC

This element of work shall include:

- Project Coordination - preparation for, attendance, and follow-up tasks associated with meetings, including written meeting minute preparation and distribution.

- Project Administration – job set-up, progress / review reports, internal meetings, coordination with sub-consultants, invoice review and project closeout.

- Quality Assurance / Quality Control (QA/QC) Reviews – internal reviews and revisions of all documents and drawings prior to submission to Monroe Custer Airport, and AERO.

MONROE CUSTER AIRPORT
MONROE, MICHIGAN
AIRPORT LAYOUT PLAN UPDATE

ATTACHMENT 'B'

WORK SCHEDULE

Proposed Dates of Work: T.B.D.

MONROE CUSTER AIRPORT
MONROE, MICHIGAN
AIRPORT LAYOUT PLAN UPDATE

ATTACHMENT 'C'

COST BREAKDOWN

LOCATION: MONROE CUSTER AIRPORT
MONROE, MICHIGAN

Reynolds, Smith and Hills, Inc.
Date Prepared: 18-Feb-08
Prepared By: NAW

PROJECT DESCRIPTION:
Airport Layout Plan and Exhibit A

PROFESSIONAL PLANNING SERVICES

File Name: Monroe Custer ALP Fee v0.5

	Average Rate	Hours	Cost
Project Officer	$70.25	6	$421.50
Project Manager	$49.50	134	$6,633.00
Project Engineer	$35.75	42	$1,501.50
Aviation Planner	$25.20	134	$3,376.80
CADD Technician	$30.00	186	$5,580.00
Support Staff	$21.25	7	$148.75
Subtotal Direct Labor			$17,661.55
Labor and General/Administrative Overhead (168.75% of Direct Labor)			$29,803.87
Subtotal Direct Labor and Overhead			$47,465.42
Fixed Payment (11 %)			$5,221.20
Subtotal Labor			**$52,686.61**
Reproduction, Telephone, Mail, Etc.			$1,275.00
Travel and Expenses			$2,125.00
Subtotal Expenses			**$3,400.00**
SPECIAL SERVICES			
Aerial Photogrammetry / Mapping / Obstruction Analysis			$13,575.00
Exhibit A Preparation			$5,365.00
Subtotal Special Services			**$18,940.00**
TOTAL ESTIMATE			$75,026.61
TOTAL LUMP SUM FEE (Rounded)			**$75,100.00**

MONROE CUSTER AIRPORT
MONROE, MICHIGAN
AIRPORT LAYOUT PLAN UPDATE

ATTACHMENT 'C'

TASK MAN-HOURS

LOCATION: MONROE CUSTER AIRPORT
MONROE, MICHIGAN

Reynolds, Smith and Hills, Inc.

Prepared By: NAW

PROJECT DESCRIPTION:
Airport Layout Plan and Exhibit A

MAN-HOURS BY TASK
PROFESSIONAL PLANNING SERVICES

TASK DESCRIPTION		TOTAL HOURS
AIRPORT LAYOUT PLAN UPDATE		
Task 1	Study Design	16
Task 2	Data Gathering	24
Task 3	Base Mapping, Topographic, and Obstruction Surveying	6
Task 4	Facility Requirements and Development Alternatives	72
Task 5	Preliminary Airport Layout Plan & Narrative Report	202
Task 6	Draft Airport Layout Plan & Narrative Report	43
Task 7	Final ALP and Narrative Report Revision Submittal	32
Task 8	"Signature Set" Processing of Final ALP and Narrative Report	9
Task 9	Public Information Workshop	57
Task 10	Project Management and QA/QC	48
	GRAND TOTAL - MANHOURS	509

MONROE CUSTER AIRPORT
MONROE, MICHIGAN
AIRPORT LAYOUT PLAN UPDATE

ATTACHMENT 'D'

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

ATTACHMENT 'D'

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly ralated to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above convenants shall be regarded as a material breach of this contract.

2. the Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.

3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or worker's representative of the Contractor's commitments under this appendix.

6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission, may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option y the civil rights Commission to participate in such proceedings.

9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

- - Civil rights Commission referred to is the Michigan Civil Rights Commission.

MONROE CUSTER AIRPORT
MONROE, MICHIGAN
AIRPORT LAYOUT PLAN UPDATE

ATTACHMENT 'E'

FEDERAL REQUIRED CLAUSES

Attachment "E"
NON-CONSTRUCTION CONTRACT
$25,001 TO $100,000

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS
(VERSION 1, 1/5/90)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a

subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS
(VERSION 1, 1/5/90)

The contractor/tenant/concessionaire/lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

INSPECTION OF RECORDS - 49 CFR PART 18
(VERSION 1, 1/5/90)

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the MDOT, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.

RIGHTS TO INVENTIONS - 49 CFR PART 18
(VERSION 1, 1/5/90)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

BREACH OF CONTRACT TERMS
SANCTIONS - 49 CFR PART 18
(VERSION 1, 1/5/90)

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

DBE REQUIRED STATEMENTS - 49 CFR PART 23
(VERSION 1, 1/5/90)

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the

performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

DBE Obligation. The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors all not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

TRADE RESTRICTION CLAUSE - 49 CFR PART 30
(VERSION 1, 1/5/90)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal

Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The

knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - 49 CFR PART 29 (VERSION 1, 1/5/90)

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

TERMINATION OF CONTRACT - 49 CFR PART 18 (VERSION 1, 1/5/90)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Employment Agreement

DISCUSSION:
Request approval to re-employ, City of Monroe retiree, Mr. J. Lindsey Coyne on a temporary basis, effective June 3, 2008. Please refer to the attached Employment Agreement and, in particular, Section 6 (a), Employee Benefits. Under this Section, Mr. Coyne will continue to receive all of his retirement benefits including retiree health care. In addition, he will receive $25.00 per hour for services rendered to the City beginning June 3, 2008. However, he will not receive additional pension credits or any other standard employee benefits (i.e. vacation, holiday, sick, personal or any other insurance benefits.)

Currently the Water Treatment Plant is operating with one less operator since early April 2008. Although the position had been posted internally, we did not receive any internal bids. As a result, it is recommended to utilize the knowledge and expertise of Mr. J. Lindsey Coyne, who had retired from the City on July 7, 2007 and has over 35 years experience with the Monroe Water System. Mr. Coyne will be able to provide these services to the City until a permanent replacement can be hired.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 2, 2008

REASON FOR DEADLINE: Maintain continued services and training

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard/Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Department

FINANCES

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

SOURCE OF FUNDS:	City	Account Number	Amount
			$ N/A
			$ N/A
			$ N/A
			$ N/A
			$ N/A
	Other Funds		$ N/A
			$ N/A
			$ N/A
			$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: **Peggy A. Howard, Director of Human Resources** **DATE:** 5/21/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: **June 2, 2008**

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the _____ day of _____, 2008, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Joseph L. Coyne, hereinafter referred to as "Employee."

1. **Employment**. The City hereby employs and the Employee hereby accepts employment as Water Plant Operator, upon and subject to the terms and conditions herein set forth. This Agreement shall commence _____, 2008, and shall continue for an indeterminate period of time until said Agreement is terminated by either party as provided in Section 7 below or by mutual agreement of the parties.

2. **Duties and Responsibilities**. The Employee will serve in the capacity of Water Plant Operator under the direct supervision of the Water Treatment Superintendent / Assistant Water Treatment Superintendent. As Water Operator, Employee shall have shift responsibility for the control and maintenance of proper raw and treated water pumpage, chemical levels and application rates. In addition, keeps continuous records of routine treatment operations and makes compensating equipment adjustments in conformity to plant standards, and other duties as described in Attachment A, Job Description for Water Plant Operator.

   Employee shall perform his duties under this Agreement faithfully, diligently, and to the best of his abilities. Employee shall observe and comply with the rules, regulations, policies and directives of the City respecting the performance of the Employee's duties, as is consistent with City ordinances and the laws of the State of Michigan.

3. **Compensation.** For all services rendered by Employee under this Agreement, the City hereby agrees to pay Employee the sum of $25.00 per hour, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.

4. **Hours of Work**. Employee will be required to typically work the afternoon shift, eight (8) hours a day, on a 7-day operations schedule set forth by the Water Treatment Superintendent / Assistant Water Treatment Superintendent. Any additional hours must be pre-approved by the Director of Water and Wastewater Utilities. If time off is desired during the employees typical work shift, the employee shall follow the established Water Treatment Plant policy and procedures and obtain approval from the Water Treatment Superintendent / Assistant Water Treatment Superintendent.

5. **Residency**. The Employee shall establish his residency within twenty (20) miles of the City within one year of the date of his employment and maintain residency within that distance during the term of his employment with the City.

6. **Employee Benefits**.

(a) The Employee and the City agree that for purposes of all services rendered under this Agreement, Employee shall not be entitled to membership in the City Employees' Retirement System pursuant to §296.07 (b)(1) of the Codified Ordinances of the City of Monroe. Further, consistent with Section 296.14(b) of the Codified Ordinances of the City of Monroe, the Employee's retirement benefits shall not be suspended during the period of his employment with the City under this Agreement.

(b) The City will pay or reimburse Employee for re-certification fees incurred by Employee in carrying out his duties under this Agreement. Employee must submit an expense report detailing all such pre-approved expenses.

(c) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.

(d) Employee shall maintain his F-4 Certification.

(e) Except as otherwise expressly provided herein, the Employee shall not be entitled to medical, hospitalization, surgical, dental, life insurance, sick leave, vacation leave, personal leave or any other benefits from the City.

7. **Termination**. The Employee shall serve at the pleasure of the City and either party may terminate the employment relationship at any time, for any reason, with or without cause. For purposes of this provision, the term "cause" shall mean any of the following events: mutual consent of the parties; death of Employee; incapacity of Employee; conviction of a felony; any intentional act, omission of duty or conduct by Employee which has or may reasonably be expected to bring discredit or injury to the reputation of the City; willful misconduct; or any failure by Employee to comply with the established rules, regulations and policies of the City in rendering the services contracted for herein.

(a) **Voluntary Termination by Employee**. Employee may voluntarily terminate his employment under this Agreement at any time upon the giving of thirty (30) days' advance notice to the City. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period so long as the Employee's termination by the City was without cause as herein defined.

(b) **Termination without Cause by City**. In the event Employee is terminated by the City without cause, the City agrees to give Employee thirty (30) days' advance notice. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period.

(c) **Termination for Cause by City**. If the City terminates Employee's employment for cause as above defined, Employee shall not be entitled to thirty (30) days notice or pay as above provided. All rights and entitlements of Employee under this Agreement shall cease as of the effective date of such termination.

8. **Headings**. The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

9. **Notices**. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and hand-delivered to Employee or sent to Employee by certified mail at the address appearing in the records of the City, or hand-delivered to the City's Human Resources Director, or sent to the City's Human Resources Director by certified mail.

10. **Entire Agreement**. This Agreement contains the entire agreement and understanding by and between the City and Employee with respect to the employment of the Employee, and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound.

11. **Waiver of Breach**. No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

12. **Invalidity**. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.

13. **Assignment**. This Agreement and any of Employee's rights hereunder may not be assigned, transferred, or pledged by Employee, in whole or in part.

14. **Governing Law**. In view of the fact that the City is a municipal corporation of the State of Michigan, it is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon this ___ day of May, 2008.

EMPLOYEE	CITY OF MONROE, MICHIGAN
_____	By: _____
Joseph L. Coyne	Peggy A. Howard, Human Resources Director

APPENDIX A

CITY OF MONROE
JOB DESCRIPTION

WATER PLANT OPERATOR

Supervised by: Water Treatment Supervisor
Supervises: n/a

Position Summary: Under general supervision of the Water Treatment Supervisor, has shift responsibility for the control and maintenance of proper raw and treated water pumpage, chemical levels and application rates. In addition, keeps continuous records of routine treatment operations and makes compensating equipment adjustments in conformity to plant standards.

Essential Duties and Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Examines records/reports of previous shift operator to determine current plant status.

2. Makes routine interval inspections of all treatment processes and control parameters to initiate modifications and corrective actions for treatment plant optimization.

3. Collects chlorine residuals at treatment points, mix, applied, filter effluent and tap. Determines frequency in keeping with plant standards and current water condition.

4. Backwashes filters, recording water amounts used and head loss before and after washing.

5. Monitors and inspects all equipment for proper operation, leaks and unsafe/improper conditions initiating corrective actions.

6. Receives incoming consumer/emergency calls and responds, initiating corrective actions as circumstances require and alerting repair personnel.

7. Conducts specific water analysis tests to determine turbidity, ph, chlorine residual, Ozone, bacteriological, fluoride and stability. Records results and reports serious irregularities.

8. Prepares media and plants various samples used to determine water potability and quality.

9. Uses laboratory equipment such as sterilizers, pH and turbidity meters, incubator, mixers, titration apparatus, reagents and glassware.

10. Compensates for change in demand/equipment malfunctions using backup as needed.

11. Performs related work duties as directed.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- High School Graduate
- Early attainment after entry of F-4 certificate mandatory within 2 years.
- Progressive training to F-3 certificate desirable.
- Regulates filtration processes to ensure regulatory compliance.
- Modifies treatment and distribution rates of water to ensure appropriate reserve quantities.
- Performs grounds maintenance tasks (i.e. grass cutting, leaf raking, lawn care).
- Performs custodial duties including, but not limited to: sweeping, mopping, window cleaning, painting, buffing and waxing of floors at water plant, as well as remote pumping stations.
- Assists maintenance personnel (mechanics, electrician) with assigned projects.
- Monitors, modulates and controls valves, elevated tanks, pumps in the distribution system to ensure adequate system pressures and wholesale customer water quantities.
- Monitors plant security systems and initiates responsive actions.

Physical Demands and Work Environment:

While performing the duties of this job, the employee is regularly required to communicate with others in person and on the telephone. The employee is frequently required to work at varying heights and in varying light conditions. The employee must occasionally lift and/or move objects of moderate to heavy weight. The employee is occasionally required to operate manual or power equipment and tools. While performing the duties of this job, the employee regularly works in a water treatment plant. The employee frequently is exposed to moving mechanical parts; risk of electrical shock; vibration; fumes or airborne particles; and toxic or caustic chemicals. The noise level in the work environment is usually moderate, and can be very loud. Employee routinely wears PPE that includes, but is not limited to respirators, masks, safety goggles, confined spaces, etc.

April, 2008

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE 750 KVA TRANSFORMER REPLACEMENT PROJECT AT THE WASTEWATER TREATMENT PLANT

DISCUSSION: The Wastewater Department received and opened two (2) bids to remove and replace an existing ITE 750 kVA transformer at the Wastewater Treatment Plant (bid tabulation attached). The low bidder meeting all bid specifications is Transformer Inspection Retrofill for $22,972.00.

Per a routine inspection of the existing transformer, it was determined by our consultant that the transformer was at the end of its service life and needs to be replaced. The transformer is used on the primary treatment side of the Wastewater Treatment Plant. The project specifications were developed with Wastewater staff and the project will be completed by the contractor. Adequate funding has been budgeted for this project.

IT IS RECOMMENDED that the City Council award a purchase order to remove and replace an existing ITE 750 kVA transformer at the Wastewater Treatment Plant in accordance with the bid specifications to Transformer Inspection Retrofill in the amount of $22,972.00.

CITY MANAGER RECOMMENDATION:	☐ For ☐ For, with revisions or conditions ☐ Against ☐ No Action Taken/Recommended

APPROVAL DEADLINE: June 22, 2008

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

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY:

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

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	$ 22,972.00
	Cost of This Project Approval	$ 22,972.00
	Related Annual Operating Cost	$ N/A
	Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:	City	Account Number	Amount
	Operating Equipment	590-75.527-977.000 08Z09	$ 22,972.00
	Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 27, 2008

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: June 2, 2008

BIDS RECEIVED ON THURSDAY, MAY 22, 2008 FOR REPLACEMENT OF 750 KVA PADMOUNT TRANSFORMER AT THE CITY OF MONROE WASTEWATER TREATMENT PLANT:

BIDDER	TOTAL BID AMOUNT
TRANSFORMER INSPECTION RETROFILL CORP.	$22,972.00 (BID BOND RECEIVED)
DYNEX INDUSTRIAL INC	$30,550.00 (BID BOND RECEIVED)

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Wastewater Treatment Plant Improvements Financing Revision

DISCUSSION: On February 19, 2008, the following items were approved for a project that was not to exceed $9.0 million in total cost:

1. Resolution approving Act 342 Contract and publication of notice
2. Monroe County Sewage Disposal System (Monroe Metropolitan Water Pollution Control System) 2008 Improvements Contract.

The plan at that time was to finance the first $3.5 million of that amount with bonds sold on the open market and $5.5 million of that amount through the State Revolving Fund (SRF) program through the State of Michigan. The SRF financing was always subject to funding availability from the State and if the State did not have funding for the $5.5 million, it too would have been financed with bonds sold on the open market.

In April, Barry Laroy was advised that our entire project was now eligible for SRF funding this fiscal year due to other projects that had previously been scored higher than ours not moving forward. The SRF financing interest rate is 2.5%. The open market rate would probably be in the range of 4.5% to 5.0%. At approximately the same time, the engineers for the project revised their estimated cost of the project from not to exceed $9.0 million to approximately $10.9 million. The financing revision is being requested in a not to exceed amount of up to $12.0 million so that we are sure that this is the last time we go through this approval process. While the approval will provide for financing in an amount not to exceed $12.0 million, the SRF program is set up so that we only borrow the actual cost of the project not to exceed the $12.0 million. If the engineers are correct and the cost is $10.9 million or less, that is the amount we will have borrowed.

The cost of the bond payments will be paid for through the rates charged by the wastewater system. As a part of the S2 grant process, a rate study/model was completed by Plante & Moran. The rate study estimated that wastewater rates would have to increase by 6.5% each of the next five fiscal years to pay for the debt service on the bond. The cost of the rate increase to an average system user would be approximately $15.36 the first year.

The master agreement for the Monroe Metropolitan Water Pollution Control System that has been entered into between the City of Monroe, Frenchtown Charter Township, and Monroe Charter Township requires that if bonds are to be sold for the funding of improvements, the bonds must be sold through the County Agency pursuant to Act 342, Michigan Public Acts of 1939, as amended. This essentially means that the county will be selling the bonds and the city and the two townships will agree to fund the payments to be made on the bonds. For that reason the following documents are submitted to you for approval:

1. Amended and Restated Act 342 Financing Contract
2. Resolution Approving Amended and Restated Contract and Notice

It is recommended that the Mayor and City Council approve the resolutions and contract referenced for the financing of the improvements at the Wastewater Treatment Plant.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 2, 2008

REASON FOR DEADLINE: SRF Program Schedule

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater

FINANCES

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

SOURCE OF FUNDS:	City	Account Number	Amount
			$ N/A
			$ N/A
			$ N/A
			$ N/A
			$ N/A
	Other Funds		$ N/A
			$ N/A
			$ N/A
			$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director **DATE:** 5/27/08

REVIEWED BY: Edward J. Sell Jr. **DATE:** 5/27/08

COUNCIL MEETING DATE: June 2, 2008

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing
Saginaw • Troy

FLORIDA: Naples
ILLINOIS: Chicago
MASSACHUSETTS: Cambridge
NEW YORK: New York
CANADA: Toronto • Windsor
POLAND: Gdynia
Warsaw • Wrocław

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

May 16, 2008

Mr. Edward J. Sell, Jr.
Finance Director
City of Monroe
120 East First Street
Monroe, MI 48161-2169

Re: Revised Financing Documents for Monroe Metropolitan Area Wastewater Treatment Plant Improvements

Dear Ed:

I have enclosed the following updated documents to be considered for approval by the Monroe City Council in connection with the proposed financing of improvements to the Monroe Metropolitan Area Wastewater Treatment Plant (the "Plant"):

- Amended and Restated Act 342 Financing Contract
- Resolution Approving Amended and Restated Contract and Notice

As was discussed at the May 14th Control Board meeting, there have been changes to the project cost estimates and financing plans which require the City's adoption of new proceedings. Initially, the project and financing were to take place in two phases. The first phase was to pay for emergency improvements to be financed by a County bond issue in the amount of $3,500,000, competitively sold to the conventional market, with the second phase financed by an issuance of County bonds in the amount of approximately $5,500,000, sold to the Michigan Municipal Bond Authority ("MMBA") as part of the State Revolving Fund ("SRF") loan program. The entire project is now available for financing through the SRF program, so the financing will now take place in one phase—a single County bond issue sold to MMBA as part of the SRF program. The other change is that the engineers have revised their cost estimates since the January 28th Control Board meeting and the current project cost estimate has risen from an amount not to exceed $9,000,000 to an amount not to exceed $12,000,000.

The enclosed documents are similar to those adopted at the City Council's February 19, 2008 meeting; however they have been amended to provide for an increase in the maximum amount from $9,000,000 to $12,000,000. They also assume a single bond issue rather than multiple phases (although there is authority to break the bond issue into multiple phases without

further action). We are sending a similar set of documents to each of the three local units involved in the project.

The resolution has been prepared for consideration for approval at the City Council meeting on June 2nd. After the resolution is adopted, the form of notice in the resolution should be duplicated and published by the Clerk in the *Monroe Evening News* as a ***¼ page display advertisement***. The size requirement is statutory, so it might be a good idea to get confirmation of the size from the newspaper before the notice is actually published. Please ask the paper for five (5) publisher's affidavits with "tear sheets" and forward them to me once you have received them. In the meantime, please forward the certified resolutions to me once adopted, along with the executed Contract (again, the contract may be executed immediately, even before the referendum period has expired).

Please note that the actual notice references an increase in the maximum amount of the bonds from $9,000,000 to $12,000,000. It is only the additional $3,000,000 that is subject to referendum. The referendum period on the first $9,000,000 of bonds has already expired.

After approval of the Contract by each of the local units, the Contract will be submitted to the County Board of Commissioners at its June 10th meeting for approval of the Contract and a Bond Authorizing Resolution.

Should you have any questions, please give me a call. I will be on vacation the week of May 19th through May 26th, so if any questions arise during that time, please contact my colleague Jeff Aronoff at (313) 496-7694.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: _____
Patrick F. McGow

Cc: (with Enclosures)
George Brown, City Manager
Charles Evans, City Clerk
Barry LaRoy, Wastewater Department Director
Daniel Stefanski, Drain Commissioner
Kari Blanchett
Thomas Ready, Esq.
Jeff Aronoff, Esq.

DELIB:2973345.1\061970-00077

RESOLUTION APPROVING
AMENDED AND RESTATED ACT 342 CONTRACT
AND PUBLICATION OF NOTICE

City of Monroe
County of Monroe, Michigan

Minutes of a regular meeting of the City Council of the City of Monroe, County of Monroe, Michigan (the "City") held in the City Hall in the City on the 2nd day of June, 2008, at 7:30 p.m., Eastern Daylight Time.

PRESENT: Members _____

_____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City has previously determined that it is necessary for the public health, safety and welfare of the City to acquire and construct improvements to the Monroe County Sewage Disposal System (Monroe Metropolitan Area Wastewater System) (the "System"), consisting of improvements to the Monroe Metropolitan Area Wastewater Treatment Plant, including the replacement of aging equipment and installation of a backup power generator, together with all necessary appurtenances and attachments (the "Project") to service the City, the Charter Township of Frenchtown and the Charter Township of Monroe (together, the "Local Units"); and

WHEREAS, the City has previously requested the Drain Commissioner of the County of Monroe, as the county agency (the "County Agency"), to take the necessary steps under the provisions of Act 342, Public Acts of Michigan, 1939, as amended (the "Act"), to construct and finance the Project; and

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

WHEREAS, Sections 5a, 5b and 5c of the Act authorize the execution of contracts between municipal units and the designated county agency providing for the acquisition, construction, financing and operation of water system improvements; and

WHEREAS, the County Agency and the Local Units have negotiated a contract (the "Prior Contract") providing for the acquisition, operation and financing of the Project, by the terms of which Prior Contract the Local Units are obligated to pay the cost of the Project to be financed to the County in installments as therein provided; and

WHEREAS, there has been an increase in the anticipated cost of the Project and the City now desires that the County Agency issue the Bonds, in one or more series, in an amount not to exceed Twelve Million Dollars ($12,000,000); and

WHEREAS, the County Agency and the Local Units have negotiated an Amended and Restated Contract (the "Amended and Restated Contract"), which incorporates and restates the terms of the Prior Contract and amends the costs and financing provisions to account for the increased Project costs; and

WHEREAS, before the Amended and Restated Contract may become effective, an additional notice of intent to enter into the Amended and Restated Contract must be published to reflect the increased cost of the Project in the amount of Three Million Dollars ($3,000,000).

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Amended and Restated Contract between the County, the County Agency, and the Local Units providing for the acquisition, operation and financing of the Project is hereby approved, and the Mayor and Clerk of the City are authorized and directed to execute and deliver the Amended and Restated Contract for and on behalf of the City.

2. The plans, as submitted by the engineers, and the total estimated cost of the Project to be financed by the issuance of bonds in the aggregate amount of not to exceed $12,000,000, of which an amount not to exceed the City's Local Unit Share (as defined in the Amended and Restated Contract and

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currently 42.236%, or $5,068,320, but subject to increase or decrease) is the City's share, is hereby approved.

3. The City does hereby ratify and confirm its covenant in the Amended and Restated Contract to levy ad valorem taxes against all taxable property in the City to the extent necessary to meet the obligations of the City thereunder and does further indicate its purpose and intent to make such a levy as necessary to meet such obligations; provided, however, that such levy, if necessary, shall be within constitutional, statutory and charter limitations.

4. Notice of the adoption of this resolution approving the Amended and Restated Contract shall be published in the Monroe Evening News, a newspaper of general circulation in the City, in substantially the form attached hereto promptly after the adoption of this resolution**, as a display advertisement at least one quarter page in size**. The City Council hereby determines that the designated newspaper is the newspaper circulating in the City which reaches the largest number of persons to whom the aforesaid notice is directed and that publication of the aforesaid notice in the designated newspaper represents the most practical and feasible means of informing the taxpayers and electors of the City of the Project and the financing thereof. A copy of the Amended and Restated Contract shall be placed on file in the office of the Clerk of the City and shall be available for public examination.

5. The Amended and Restated Contract shall become binding and effective upon the expiration of forty five (45) days following the date of publication of the aforesaid notice unless under the provisions of Section 5b of the Act the effectiveness of the Amended and Restated Contract is stayed by reason of the filing of a petition for referendum thereon, in which instance the Amended and Restated Contract shall become binding and effective upon approval by a majority of the electors of the City voting thereupon at an election called and held for that purpose.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

6. The Mayor, City Manager, Finance Director and City Clerk are each hereby authorized to notify the Michigan Department of Treasury of the City's intent to enter into a full faith and credit contract for payment of the bonds and to do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds.

7. The City hereby covenants to provide or cause to be provided a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission to provide or cause to be provided certain information to each nationally recognized municipal securities information repository and to the appropriate state information depository for the State of Michigan. The Finance Director is authorized to execute and deliver a Continuing Disclosure Undertaking satisfying the requirements of Rule 15c2-12 in connection with the delivery of the bonds, if necessary.

8. The City hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the bonds from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds.

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded; provided, that in the event that the Amended and Restated Contract fails to become effective for any reason, including but not limited to (i) failure to gain the approval of the Amended and Restated Contract by legislative body of any other Local Unit or (ii) a successful petition for referendum as described in paragraph 5 hereof, followed by a failure to gain the approval of the Amended and Restated Contract by a majority of electors of the City or of any other Local Unit, the City's approval of the Prior Contract shall remain valid.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

AYES: Members _____

_____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

_____
Charles Evans
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Monroe, County of Monroe, Michigan, at a regular meeting held on June 2, 2008, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
Charles Evans
City Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

NOTICE OF INTENT TO ENTER INTO AMENDED AND RESTATED TAX-SUPPORTED CONTRACT AND OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF THE
CITY OF MONROE, COUNTY OF MONROE,
STATE OF MICHIGAN

PLEASE TAKE NOTICE that the City of Monroe (the "City"), has adopted a resolution authorizing the execution of an amended and restated contract (the "Amended and Restated Contract") with the County of Monroe (the "County"), the Charter Township of Frenchtown and the Charter Township of Monroe (together, the "Local Units") pursuant to Act 342, Public Acts of Michigan, 1939, as amended, which contract will provide among other things that said County will acquire and construct sewage disposal system improvements for the Monroe County Sewage Disposal System (Monroe Metropolitan Water Pollution Control System) and will issue its bonds, in one or more series, to finance the cost of the same for the Local Units, and the Local Units will pay to the County all sums necessary to retire the principal of and interest on said bonds. The sewage disposal system improvements will consist of improvements to the Monroe Metropolitan Area Wastewater Treatment Plant, including the replacement of aging equipment and installation of a backup power generator, together with all necessary appurtenances and attachments.

CITY'S CONTRACT OBLIGATION

The Amended and Restated Contract contemplates that said bonds will be issued in an aggregate principal amount of not to exceed $3,000,000 (which amount shall be in addition to the amount described in the next paragraph) of which an amount not to exceed the City's "Local Unit Share" (as that term is defined in said contract based on the City's usage of the sewage disposal system) is the City's share (initially 42.236% and subject to increase or decrease based on actual usage), will mature in not more than twenty-five years, and will bear interest not exceeding 8% per annum on the outstanding principal balance, subject to revision in accordance with terms of the above contract. By virtue of the Amended and Restated Contract, the City will be obligated to pay to the County all sums required to meet debt service payments for the City's share of the bonds in accordance with the above or any revised schedule as such payments fall due, and will pledge as security for such contractual obligation its full faith and credit. PURSUANT TO SUCH PLEDGE, THE CITY WILL BE REQUIRED TO PAY THE REQUIRED SUMS FROM ITS GENERAL FUNDS OR IF NECESSARY TO LEVY AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN ITS BOUNDARIES, SUBJECT TO APPLICABLE CONSTITUTIONAL, STATUTORY AND CHARTER TAX RATE LIMITATIONS, TO THE EXTENT NECESSARY TO MAKE THE REQUIRED PAYMENTS TO THE COUNTY IF OTHER FUNDS FOR SUCH PURPOSE ARE NOT AVAILABLE.

The amount described in the prior paragraph is in addition to Nine Million Dollars ($9,000,000) previously published in a notice of intent indicating the City's intent to enter into a prior contract (the "Prior Contract"), by the terms of which it is obligated to pay its Local Unit Share of all debt service payments associated with such prior amount. The referendum period on the Prior Contract has expired and no petition for referendum was filed with the City Clerk. This notice and the referendum rights

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

discussed below apply solely to the additional Three Million Dollars ($3,000,000) of proposed bonds in excess of the amount in the Prior Contract.

RIGHT OF REFERENDUM

The aforesaid Amended and Restated Contract will be executed by the City and WILL BE EFFECTIVE WITHOUT VOTE OF THE ELECTORS, AS PERMITTED BY LAW, UNLESS A PETITION REQUESTING AN ELECTION ON THE EFFECTIVENESS THEREOF, SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY, IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. If such petition is so filed, the Amended and Restated Contract cannot be effective without an approving vote by a majority of electors of the City voting on the question.

THIS NOTICE is given pursuant to the requirements of Section 5b of Act No. 342, Public Acts of Michigan, 1939, as amended. Further information concerning the details of said contract and the matters set out in this notice may be secured from the City Clerk's office.

Charles Evans
Clerk, City of Monroe

DELIB:2970908.2\061970-00077

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

AMENDED AND RESTATED
MONROE COUNTY SEWAGE DISPOSAL SYSTEM
(MONROE METROPOLITAN WATER POLLUTION CONTROL SYSTEM)
2008 IMPROVEMENTS CONTRACT

THIS AMENDED AND RESTATED CONTRACT, made and entered into as of the 10th day of June, 2008, by and among the COUNTY OF MONROE, a county corporation in the State of Michigan (the "County"), its Drain Commissioner, as County Agency under Act No. 342, Public Acts of Michigan, 1939, as amended, and the CITY OF MONROE, CHARTER TOWNSHIP OF FRENCHTOWN and CHARTER TOWNSHIP OF MONROE, each municipal corporations located within the County (each a "Local Unit" and together, the "Local Units"; the City of Monroe sometimes referred to herein as the "City").

W I T N E S S E T H:

WHEREAS, by resolution previously adopted by the Board of Commissioners of the County, the Monroe County Drain Commissioner (the "County Agency") was authorized to be established as County Agency pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended ("Act 342"); and

WHEREAS, the duly qualified and acting County Agency has been established with all the rights, powers and duties as specified in Act 342; and

WHEREAS, pursuant to Act 342 and the MASTER AGREEMENT OF 2001 AD FOR THE MONROE METROPOLITAN WATER POLLUTION CONTROL SYSTEM, among the County and the Local Units, (said agreement referred to as the "Master Agreement"), the Local Units have acquired and constructed, and the City is now operating, the Monroe Metropolitan Water Pollution Control System (the "System") to provide wastewater treatment and sewage disposal service to the Local Units; and

WHEREAS, it is immediately necessary for the public health and welfare of the present and future residents of the Local Units that the County acquire and construct improvements to the System, consisting of improvements to the Monroe Metropolitan Area Wastewater Treatment Plant, including the replacement of aging equipment and installation of a backup power generator, together with all necessary appurtenances and attachments (the "Improvements"), as a part of the System to serve the Local Units; and

WHEREAS, Act 342 authorizes a county to acquire sewage disposal systems and to improve, enlarge, extend and operate such systems; and

WHEREAS, by the terms of Act 342, the County and the Local Units are authorized to enter into a contract for the acquisition, improvement, enlargement or extension of the System and the payment of the cost thereof by the Local Units, with interest, over a period of not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue bonds of the County to provide the funds therefor, secured by the contractual obligations of the Local Units as set forth herein; and

WHEREAS, Act 342 provides the only practicable method and means for acquiring and financing the Improvements so vitally necessary for the public health and welfare of the residents of the County residing in the Local Units to be served, and will result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, plans and an estimate of cost of the Improvements (the "Prior Estimate") have been prepared previously by URS Corporation, consulting engineers of Southfield, Michigan (the "Engineers"), which estimate of cost totals $9,000,000 and a portion of which cost was previously proposed to be financed by the issuance of County bonds in one or more series; and

WHEREAS, based on the Prior Estimate, the County and the Local Units entered into a contract (the "Prior Contract"). which provided for the issuance of bonds in two series of approximately $3,500,000 and $5,500,000, respectively, each of which series was expected to correspond with one of two phases of implementation of the Improvements; and

WHEREAS, the Engineers have determined that the cost of the Improvements will exceed the Prior Estimate, requiring the additional financing of not to exceed $3,000,000; and

WHEREAS, in order to provide for the acquisition and construction of the Improvements by the County and the financing of the cost thereof by the issuance of County bonds, and for other related matters, it is necessary for the parties to enter into this contract, which amends and restates the Prior Contract (the "Amended and Restated Contract"); and

WHEREAS, it is the intention of the County and the Local Units to provide for the issuance of bonds in an aggregate amount of not to exceed $12,000,000 to finance the Improvements; and

WHEREAS, each or any series of bonds herein referred to may be sold at a competitive or negotiated sale to a private underwriter or purchaser, or may be purchased by the Michigan Municipal Bond Authority (the "MMBA") in the State Revolving Fund Loan program ("SRF"); and

WHEREAS, each Local Unit has or will shortly publish the requisite notice informing its citizens and taxpayers of their referendum rights with respect to this Amended and Restated Contract; and

WHEREAS, it is the intention of the County and the Local Units that if for any reason this Amended and Restated Contract does not become effective, the provisions of the Prior Contract shall remain valid and binding.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS OF EACH OTHER, THE PARTIES AGREE AS FOLLOWS:

1. The parties approve and agree to the acquisition, construction and financing of the Improvements under and pursuant to Act 342.

2. The Improvements shall consist of various improvements to the System, as are more particularly set forth in the preliminary plans which have been prepared and submitted by the Engineers, which plans are on file with the County Agency and are hereby approved and adopted.

3. Each Local Unit by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, hereby consents and agrees to the establishment and location of the Improvements within their corporate boundaries and to the use by the County of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose of constructing, operating and maintaining the Improvements as part of the System, and any improvements, enlargements and extensions thereto.

4. The Improvements are designed to service those areas in and around the Local Units in need of wastewater treatment service and is immediately necessary to protect and preserve the public health, and each Local Unit does hereby consent to such service being furnished by the Improvements as a part of the System to the individual users in these areas.

5. The County Agency and the Local Units hereby approve and confirm the preliminary plans for the Improvements prepared by the Engineers and the estimated costs thereof in the amount of $12,000,000. Said estimated costs includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Improvements, the acquisition of all materials, machinery and

necessary equipment, contingency allowance, and engineering, engineering supervision, capitalized interest, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Improvements and the financing thereof.

6. The County Agency will acquire and construct the Improvements and for that purpose will take bids for any phase thereof prior to the time that any bonds are issued for the purpose of financing costs of that phase. The County Agency shall in no event enter into any final contract or contracts for the acquisition and construction of any phase of the Improvements if such contract price or prices will be such as to cause the actual cost of the Improvements to the Local Units to exceed the estimated total cost of the Improvements as approved in this Amended and Restated Contract, unless the Local Units, by resolutions of their legislative bodies, (a) approve said increased cost and (b) agree to pay the excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 9 and 10 of this Amended and Restated Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost and a similar increase to the installment obligations of the Local Units pledged under the terms of this Amended and Restated Contract to the payment of such bonds.

7. The Improvements shall be acquired and constructed by the County Agency in accordance with the plans and specifications therefor based upon plans approved by this Amended and Restated Contract, except that minor variations from said plans and specifications may be made without the approval of the Local Units if such variations shall not materially affect such plans and specifications. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts for the Improvements, the

approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the County Agency.

8. The provisions of the Master Agreement relating to the Board of Control of the System, operation of the System, establishment of rates and charges and use of revenues of the System, allocation of capacity, and ownership of the System, as set forth in the Master Agreement, are incorporated herein and shall continue in effect, except as provided herein. Each Local Unit covenants that should it appear that additional funds will be needed to pay the expenses of operation, maintenance and administration of the System and/or debt service on the bonds when due, the Local Unit will cooperate with the County Agency and cause to be increased rates and charges for the use of all System facilities of the Local Unit, or take such other actions, so that sufficient revenues will be available for such purposes. The County Agency shall have the right to examine the books and records of any Local Unit relative to the System and, after conferring with the Local Unit and the Board of Control established pursuant to the Master Agreement, shall have the authority to increase or cause to be increased such rates and charges should it appear to the County Agency that additional funds will be needed for such purposes.

The parties hereto agree that the Improvements shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the Local Units and their System users, and the Local Units shall pay all costs in connection therewith. The Local Units shall have the exclusive right and discretion to determine policy for the use, expansion and improvement of the System in accordance with the Master Agreement, subject only to review by the County Agency on the basis of sound public utility operational procedure.

If during the term of this Amended and Restated Contract there is a conflict between the terms of the Master Agreement and the terms of this Amended and Restated Contract, the terms of this Amended and Restated Contract shall prevail.

9. To provide for the construction and financing of the Improvements in accordance with the provisions of Act 342 the County Agency shall take the following steps:

(a) The County Agency will submit to the Board of Commissioners of the County a resolution or resolutions providing for the issuance of bonds in the aggregate principal amount of not to exceed Twelve Million Dollars ($12,000,000) (except as authorized pursuant to Section 6 of this Amended and Restated Contract), in one or more series, to finance costs of the Improvements. Said bonds shall mature serially as hereinafter provided and shall be secured primarily by the contractual obligations of each Local Unit to pay its installments due, plus interest, as hereinafter provided in this Amended and Restated Contract, and secondarily, if approved by a majority of the members-elect of the Board of Commissioners, by the full faith and credit of the County. After due adoption of any such resolution, the County Agency will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds.

(b) The County Agency shall take all steps necessary to take bids for and enter into and execute final construction contracts for the acquisition and construction of the Improvements, or any phase thereof, as specified and approved earlier in this Amended and Restated Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Amended and Restated Contract. Said contracts shall specify a completion date agreeable to the Local Units and the County Agency.

(c) The County Agency will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Improvements all necessary and proper bonds to guarantee the performance of the contract or contracts, and such labor and material bonds as may be required by law, in such amount and such forms as may be approved by the County Agency.

(d) The County Agency, upon receipt of the proceeds of sale of any bonds referred to in this Amended and Restated Contract, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of such bonds and this Amended and Restated Contract relative to the disposition and use of the proceeds of sale of such bonds.

(e) The County may temporarily invest any bond proceeds or other funds held by it for the benefit of the Local Units as permitted by law, and investment income shall accrue to and following the fund producing such income. Neither the County nor the Local Units shall invest, reinvest, or accumulate any moneys deemed to be proceeds of the bonds pursuant to applicable federal law and regulations, in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of said law and regulations, nor shall either take or fail to take any actions which would cause the interest on the bonds to be included in gross income for federal income taxation purposes.

10. The cost of the Improvements to be financed by the issuance of the aforesaid bonds shall be charged to and paid by the Local Units to the County in the manner and at the times herein set forth. The principal amount of the bonds shall be paid to the County in annual principal installments, plus interest and other expenses as hereinafter provided, on October 1st of each year, as set forth in the schedule attached hereto as Exhibit A. If upon the advice of the

financial advisor to the County Agency, it is determined that such schedule would be advantageous to the County and the Local Units, an amended schedule may be inserted in place of Exhibit A, provided that such schedule does not conflict with the parameters of this Amended and Restated Contract. Upon the Local Units' receipt of such schedule, the schedule set forth in Exhibit A shall be deemed to be amended to reflect the new annual principal installments owed to the County by the Local Units. Such amendment shall become effective without further action of the Local Units or publication or posting of notice, provided that such amendment shall not cause the aggregate principal amount paid to the County by the Local Units under this Amended and Restated Contract to exceed $12,000,000.

Pursuant to the Master Agreement, the percentage share of payments under this Amended and Restated Contract allocated to each Local Unit (each Local Unit's "Local Unit Share") shall be based on Currently Existing Usage (as defined in the Master Agreement). Initially, the Local Unit Shares shall be as follows:

City of Monroe	42.236%
Charter Township of Frenchtown	33.022%
Charter Township of Monroe	24.742%
	100.000%

The County and the Local Units hereby acknowledge and agree that the Local Unit Shares may adjust annually to reflect changes in Current Existing Usage. Each Local Unit shall pay its then-current Local Unit Share of each payment required to be made by the Local Units to the County Agency pursuant to this Amended and Restated Contract.

It is understood and agreed that the bonds of the County previously referred to will be issued in anticipation of the above contractual obligation, with principal maturities on October 1

of each year, corresponding to the principal amount of the above-described installments, and the Local Units shall also pay to the County in addition to said principal installments, on April 1st and October 1st of each year, commencing April 1, 2009, or such other date as required to meet the debt service on the bonds, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the succeeding interest payment dates (April 1st and October 1st) on the County bonds from time to time outstanding. From time to time as the County Agency is billed by the paying agent for the bonds to be issued for its services as paying agent/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the County Agency from handling of the payments made by the Local Units, or from other actions taken in connection with the Improvements, the County Agency shall promptly notify the Local Units of the amount of such paying agent fees and other costs and expenses, and the Local Units shall promptly remit to the County Agency sufficient funds to meet such fees and other costs and expenses.

It is understood and agreed that the payments described in the previous paragraph are required to be made for the purpose of paying principal and interest on the bonds to be issued by the County for the Local Units and for costs related to the issuance and servicing of the bonds and therefore the Local Units will make the payments to the County not less than three (3) business days prior to the payment date.

Should cash payments be required from the Local Units in addition to the amounts specified in the preceding paragraphs of this Section 10 to meet costs of constructing the Improvements or any phase thereof, the Local Units shall, upon written request by the County Agency, furnish to the County Agency satisfactory written evidence of their agreement and ability to make such additional cash payments, and the County Agency may elect not to proceed

with the acquisition or financing of the Improvements or such phase thereof, until the County Agency receives such written evidence. The Local Units shall pay to the County Agency such additional cash payments within thirty (30) days after written request for such payment has been delivered by the County Agency to the Local Units.

It is further understood that in the event that principal amount of the bonds is reduced as provided in Section 16 of the Contract, then the annual principal installments shall be adjusted by the County acting through the County Agency and the County Agency shall notify the Local Units of such adjustments as provided in the following paragraph.

The County Agency shall, within thirty (30) days after the delivery of any bonds of the County previously referred to (including delivery to MMBA as provided in the SRF program, if applicable), furnish the Local Units with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the Local Units, in writing, of the exact amount of principal and/or interest due on the County bonds on the next succeeding bond principal and/or interest due date, and payable by the Local Units on the first day of the month immediately preceding, as previously provided. Failure of the Board to notify the Local Units of any such payment shall not relieve the Local Units of the obligation to make such payment.

If any principal installment or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

11. Each Local Unit, pursuant to specific authorization of Section 5a of Act 342, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Amended and Restated Contract.

Pursuant to such pledge, if other funds are not available, the Local Units shall be required to pay such amounts from any of its general funds as a first budget obligation, and shall each year, commencing with the year 2008, levy an ad valorem tax on all the taxable property in the Local Units in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Amended and Restated Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable constitutional, statutory and charter tax limitations, unless this Amended and Restated Contract is approved by vote of the electors of the Local Units. The foregoing commitments of the Local Units are expressly recognized as being for the purpose of providing funds to meet its contractual obligations in anticipation of which the County bonds previously referred to are issued. Nothing herein contained shall be construed to prevent the Local Units from using any, or any combination of, the means and methods provided in Act 342, for the purpose of providing funds to meet its obligations under this Amended and Restated Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount. It is the intent of each Local Unit to generate sufficient revenue from the rates and charges from users of the System to meet its debt service obligations under this Amended and Restated Contract, and such funds may be taken into account when determining a Local Unit's obligation to levy taxes to the extent such moneys are available to pay the obligations incurred by the Local Unit pursuant to this Amended and Restated Contract.

12. Each Local Unit may pay in advance any of its payments required to be made by this Amended and Restated Contract, in which event the County Agency shall credit the Local Unit with such advance payment on future-due payments to the extent of such advance payment.

13. If any bonds referred to in this Amended and Restated Contract are callable, each Local Unit may pay additional moneys over and above any of the payments specified in this Amended and Restated Contract, with the written request that said additional funds be used to call bonds for redemption prior to maturity, in which event the County Agency shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Amended and Restated Contract.

14. In the event that a Local Unit shall fail for any reason to pay to the County Agency at the times specified the amounts required to be paid by the provisions of this Amended and Restated Contract, the County Agency shall immediately give notice of such default and the amount thereof, in writing, to the Local Unit's Treasurer, the County Treasurer, the Treasurer of the State of Michigan and such other official charged with the disbursement to the Local Unit of funds returned by the State and now or hereafter under Act 342 available for pledge, as provided in this Section, and if such default is not corrected within ten (10) days after such notification, such official charged with disbursement to the Local Unit of the aforesaid funds, is by these presents, specifically authorized by each Local Unit to withhold from the aforesaid funds the maximum amount permitted by law necessary to cure said deficiency, and to pay said sums so withheld to the County Agency, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution of 1963, the purpose of this provision being

solely to voluntarily authorize and pledge the use of said funds in such amounts as may be permitted by law owing to the Local Unit to meet any past-due obligations of the Local Unit due under the provisions of this Amended and Restated Contract. In addition to the foregoing, the County Agency shall have all other rights and remedies provided by law to enforce the obligations of the Local Units to make its payment in the manner and at the times required by this Amended and Restated Contract, including the right of the County to direct the Local Units to make a tax levy or rate increase to reimburse the County for any funds advanced. The Local Units will not take any action to reduce the right of the County to receive the aforesaid state-returned moneys in the event of default.

15. It is specifically recognized by each Local Unit that the debt service payments required to be made by it pursuant to the terms of Section 10 of this Amended and Restated Contract are to be pledged for and used to pay the principal of and interest on the bonds to be issued by the County, as provided by this Amended and Restated Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the County Agency promptly and at the times herein specified without regard to whether the Improvements are actually completed or placed in operation.

16. If after construction bids are received it is determined that the estimated cost of any phase of the Improvements shall be less than approved in Section 5 of this Amended and Restated Contract and that the amount of bonds of the County authorized in this Amended and Restated Contract may be reduced, then the County Agency shall be automatically authorized to reduce the amount of bonds sold and the annual principal installments specified in Section 10 of this Amended and Restated Contract and Exhibit A to this Amended and Restated Contract (including Exhibit A as amended pursuant to Section 10 of this Amended and Restated Contract)

shall be automatically revised according to the new debt service schedule for the bonds, without the necessity of publication of notice of such revision.

If, after construction bids for all phases of the Improvements are let, the proceeds of the sale of the bonds to be issued by the County are for any reason insufficient to complete any component of the Improvements, the County shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete such portions of the Improvements, and the annual payments required to be made hereunder by the Local Units shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the County shall issue pursuant to this Amended and Restated Contract and the Local Units shall be committed to retire such amount of bonds as may be necessary to pay all costs of the Improvements, whether or not in excess of those presently estimated herein, provided that such bonds are within the maximum amount of bonds authorized by this Amended and Restated Contract. Any such additional bonds shall comply with the requirements of Act 342, and any increase in the annual payments shall be made in the manner and at the times specified in this Amended and Restated Contract. In lieu of said additional bonds, the Local Units may pay over to the County in cash sufficient moneys to complete the Improvements.

17. After completion of the Improvements and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the County Agency for either of the following purposes, at the option of and upon request made by resolution of each of the Local Units, to wit: (a) for additional System improvements, subject to approval of the

County Agency, or (b) for credit by the County Agency toward the next payments due the County Agency by the Local Units hereunder.

18. All contracts for connection to the Improvements made during construction of the Improvements shall be made by the County Agency with the cooperation of the Local Units. The actual costs of such connections shall be paid by those premises in the Local Units connecting to the Improvements except to the extent that the costs of such connections are included in the cost of the Improvements.

19. The obligations and undertakings of each of the parties to this Amended and Restated Contract shall be conditioned on the successful issuance and sale of bonds pursuant to Act 342, and if for any reason whatsoever said bonds are not issued and sold within three (3) years from the date of this Amended and Restated Contract, then this Amended and Restated Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that said bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the Local Units, and the Local Units shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

20. The County Agency and the Local Units each recognize that the holders from time to time of the bonds issued by the County under the provisions of Act 342 to finance costs of the Improvements will have contractual rights in this Amended and Restated Contract, and it is therefore covenanted and agreed by each of them that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Amended and Restated Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units

and the County Agency further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Amended and Restated Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Amended and Restated Contract, insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

21. This Amended and Restated Contract shall remain in full force and effect for a period of forty (40) years from the date hereof; provided that, at such time within said forty-year term as all of said bonds are paid, this Amended and Restated Contract shall be terminated, and full right, title and interest in the Improvements shall be transferred to the Local Units, with such right, title and interest to be allocated among the Local Units in accordance with the Master Agreement, or the parties' interests in the Improvements may be governed by any then existing or new agreements between the Local Units and the County. In any event, the obligation of the Local Units to make debt service payments required by Section 10 of this Amended and Restated Contract shall be terminated at such time as all of its debt service installments are paid in full, together with any deficiency or penalty thereon.

22. In accordance with the established policy of the County of Monroe, as promulgated by the Board of Commissioners and its predecessor, the Board of Supervisors, all Act 342 contracts (including this contract) provide that the total cost (less funds, if any, which may become available from other sources) of each project shall be paid by the contracting local unit or units of government, in this instance the Local Units.

The parties hereto hereby expressly agree that the County shall not be liable for and the Local Units shall pay, indemnify and save the County harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the Improvements, the System, this Amended and Restated Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the County be held harmless by the Local Units from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, legal and expert witness fees, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the County or by negligence for which the County may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Units will also pay, indemnify and save the County harmless from and against all costs, attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the County. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the County on any claim, action, demand, expense, damage or loss contemplated by this section and notwithstanding that the County has not paid the same, the Local Units shall be obligated to pay to the County, upon written demand therefor,

the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the County by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Units shall, upon written notice and demand from the County, resist and defend such action or proceeding in behalf of the County, but will not settle any such action in the proceeding without written consent of the County.

In the event of such litigation, mediation or arbitration, the County Agency shall consult with each Local Unit and shall retain legal counsel agreeable to both the County and the Local Units to represent the County; provided that if the County and the Local Units cannot agree as to such representation within a reasonable time, the County Agency shall exercise his discretion as to the retention of such counsel.

Notwithstanding the foregoing, nothing contained in this Section 22 shall be construed to indemnify or release the County against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Improvements, the System, this Amended and Restated Contract or the issuance, sale or delivery of the bonds herein described.

As used in this Section the term "County" shall include the County Agency.

The County will require or procure from the contractor or contractors undertaking the actual construction of the Improvements insurance protecting both the Local Units and the County (including the County Agency) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Improvements.

23. In the event that all or any of the bonds referred to herein are sold to the MMBA through the SRF, such bonds shall bear an original issue date, be payable in the amounts and on the dates and at such place, bear interest at the rates, be subject to redemption and otherwise have such terms and provisions as shall be determined in the County's agreements with the MMBA, and all County, Agency and Local Unit officials, agents and employees are hereby directed to take all actions necessary or desirable to implement such a method of sale. The County is hereby authorized to make such changes in this Amended and Restated Contract, except as to description of the Improvements or increased cost, as may be required to properly reflect a sale to the MMBA, and if such changes are made, the County shall promptly notify each Local Unit thereof.

Notwithstanding any other provision of this Amended and Restated Contract, if and so long as the MMBA is the owner of all or any of the bonds described in this Amended and Restated Contract (such bonds being "MMBA Bonds"), each Local Unit shall make its debt service payments hereunder allocable to MMBA Bonds directly to such place as shall be designated in writing to the County and/or the Local Unit by the MMBA (the "MMBA's Depository") for the account of the County to be applied by the MMBA's Depository to the payment of the MMBA Bonds. Each Local Unit covenants and agrees that if any of the bonds described in this Amended and Restated Contract are issued as MMBA Bonds, the Local Unit's obligations to make such payments hereunder and to certify, levy and collect appropriate taxes as required hereunder, as obligations incurred with the MMBA under Section 17a of Act 140 Public Acts of Michigan 1971, as amended (the "State Revenue Sharing Act"), may be enforced by the MMBA as provided in the Act and all applicable Michigan law. Each Local Unit covenants and agrees that if any of the bonds described in this Amended and Restated Contract are issued as

MMBA Bonds, the Local Unit will, if required, enter into a Revenue Sharing Pledge Agreement with the MMBA in form substantially as attached hereto pursuant to Section 17a of the State Revenue Sharing Act, authorizing the State Treasurer to transmit the revenue sharing moneys assigned and pledged therein directly to the MMBA or its designee, if payments on the MMBA Bonds as required by the MMBA are not made by the Local Unit prior to their due date. Each Local Unit further covenants and agrees to take or abstain from taking such other action and/or execute and supply such other documents or certifications or information as may be required by the MMBA, including specifically the Supplemental Agreement, Issuer's Certificate and Purchase Contract provided by the MMBA, in form substantially as attached hereto. The County is further authorized to make such changes in the terms of this Amended and Restated Contract and the financing plan for the Improvements as may be required by the MMBA and do not materially affect the obligations of the Local Units hereunder, upon notification to each Local Unit.

The Local Units and the County have received no assurance from the MMBA that sale of any of the bonds through the SRF can be accomplished, and therefore nothing herein shall constitute a commitment to such a sale. Should such method of sale of any of the bonds be available, the County agrees to use its best efforts to accomplish such a sale, and each Local Unit hereby agrees to execute such documents or take such action as the County, MMBA, the Michigan Department of Environmental Quality ("MDEQ") or other parties involved may reasonably require to accomplish such sale of bonds.

The parties hereto hereby authorize their respective chief executive officers, clerks, treasurers, other officers, employees and/or agents to execute any documents necessary to

implement this Amended and Restated Contract, including but not limited to MMBA or MDEQ documents or other required documents.

24. This Amended and Restated Contract shall inure to the benefit of and be binding upon respective parties hereto, their successors and assigns.

25. This Amended and Restated Contract shall become effective upon the latest of the following: (a) approval of this Amended and Restated Contract by the legislative bodies of each of the Local Units, by the County Agency and by the Board of Commissioners of the County; (b) execution by the Supervisor or Mayor and Clerk of each of the Local Units, by the Drain Commissioner as the County Agency, and by the Chairman of the Board of Commissioners of the County and the County Clerk for and on behalf of the County; and (c) the expiration of 45 days after the date of publication by each of the Local Units of a notice of entry into this contract as provided in Section 5b of Act 342 unless the effectiveness of this Amended and Restated Contract is stayed by reason of the filing of a petition for referendum thereon, in which case upon approval by a majority of the electors of such Local Unit voting thereupon at an election called and held for that purpose. This Amended and Restated Contract may be executed in several counterparts.

26. This Amended and Restated Contract shall, upon its effective date, rescind the Prior Contract. If this Amended and Restated Contract fails to become effective for any reason, including but not limited to a failure to satisfy the conditions set forth in Section 25 hereof, the Prior Contract shall remain effective in its entirety.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Contract to be executed and delivered by the undersigned, being duly authorized by the respective governing bodies of such parties, all as of the day and year first above written.

COUNTY OF MONROE

By: _____
Chairman of the Board
of Commissioners

By: _____
County Clerk

By: _____
County Drain Commissioner
County Agency

CITY OF MONROE

By: _____
Mayor

By: _____
City Clerk

CHARTER TOWNSHIP OF FRENCHTOWN

By: _____
Supervisor

By: _____
Township Clerk

CHARTER TOWNSHIP OF MONROE

By: _____
Supervisor

By: _____
Township Clerk

EXHIBIT A

Installments due the County on October 1 in the years and amounts as follows:

Year	Amount
2010	$470,000
2011	480,000
2012	495,000
2013	505,000
2014	520,000
2015	530,000
2016	545,000
2017	560,000
2018	575,000
2019	585,000
2020	600,000
2021	615,000
2022	630,000
2023	650,000
2024	665,000
2025	680,000
2026	695,000
2027	715,000
2028	735,000
2029	750,000

DELIB:2971907.2\061970-00077

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Information Technology Intergovernmental Agreement

DISCUSSION: As early as late 2006/early 2007, the City of Monroe and the County of Monroe began discussing opportunities to share services in ways that would benefit both units of government. One of the first items to be discussed was information technology (IT) services. In 2006, the City of Monroe IT Department was staffed by three full-time employees in the positions of Information Systems Supervisor, Network Administrator, and PC Coordinator. Late in the summer of 2006, the person holding the position of Information Systems Supervisor retired. The timing of this retirement was one of the events that caused the city to consider how IT services are provided to city departments and operations.

Since 2006, the PC Coordinator has also retired and IT services are now provided by the Network Administrator (also serving as Interim Information Systems Supervisor) and an IT Intern. After many meetings to discuss the possibilities, the City and County decided to move forward with a contract for IT services during the late summer of 2007. The city's contract with COMEA1 was silent on the provision of subcontracting. For that reason, negotiations began with the union in September 2007 to allow for the subcontracting. The negotiations were complete in May 2008 and the city may now move forward with the contract with the county.

The primary advantages to the City of Monroe in this contract are depth of staff and cost. If the city were to continue providing IT services with city employees, we would probably need two full-time employees and an intern. The county IT department will employ up to eight (8) employees during this contract period. This depth of staffing will provide greater coverage.

The contract with the county calls for an initial quarterly payment of $45,457.25. This amount could increase each January 1. Assuming a 5% increase on January 1, these payments will amount to $186,374 for the city's 2009 fiscal year. In addition to these payments, the city may be billed or passed through some consulting fees that the county may need to incur on our behalf. The cost budgeted for two full-time city employees and one intern for the 2009 fiscal year is $265,998. The cost savings is as follows:

Estimated County Contract Cost:	$186,374
Estimated County Consulting Fees:	10,000
Budgeted City Employee Cost:	(265,998)
Estimated Savings	$ 69,624

The savings does not take into some other minor costs that may be avoided that could amount to another $4,000. The final savings will also depend on how pension and retiree health care costs budgeted in the Information Systems Fund are redistributed.

The current city employees providing IT services are very good at what they do and they have been excellent to work with through this transition period. There were some initial discussions about requiring the county to hire the full-time employee in the contract, but that option was removed in the negotiation process with the union at the union's request. The county is going to hire up to two (2) new employees and both current city employees may apply for those positions. The full-time employee will also have any rights available to him under the COMEA1 union contract.

The settlement agreement entered into with the union required the full-time employee to be laid off by June 7, 2008. For that reason, time is of the essence in getting this contract approved and the county working. The Monroe County Board of Commissioners approved this contract on May 27, 2008. It is recommended that the Mayor and City Council approve the attached contract with the County of Monroe for the provision of Information Technology (IT) Services to the City of Monroe. City Attorney Tom Ready has reviewed and approved the contract in this form.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 7, 2008

REASON FOR DEADLINE: COMEA 1 Settlement

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All city departments and programs

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 196,375
Cost of This Project Approval	$ N/A
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Information Systems Fund		$196,375
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director **DATE:** 5/27/08

REVIEWED BY: **DATE:** 5/27/08

COUNCIL MEETING DATE: June 2, 2008

INFORMATION TECHNOLOGY INTERGOVERNMENTAL CONTRACT

1.0 INTRODUCTION

Pursuant to the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of 1951, MCL 124.1, et seq., the County of Monroe (hereafter "County") and the City of Monroe (hereafter "City") enter into this Contract for the purpose of delineating the relationship and responsibilities between the County and the City regarding the provision of information technology services to the City by the County. An Intergovernmental Contract is a Contract between the County and the City which specifies what services will be provided. It contains a definition of service expectations that are within acceptable standards and budget. The dynamic nature of services requires this Contract to be a dynamic document and as such, changes will be made on an as needed basis.

The County and the City of Monroe agree to work together on the provision of information technology (IT) services to all City operated functions and activities. A listing of these functions and activities is included in Appendix A. The intent of the agreement is to merge IT operations to provide for a more efficient and cost effective IT operation for both entities. This will include reviewing technology usage by both the County and the City with a goal of consolidating technology where gains in efficiency and/or effectiveness in the IT function or other city or county functions are possible.

1.1 Services Provided

The County will provide IT services to all city functions and activities. All services are to be provided in accordance with the City of Monroe Technology Acceptable Use Policy, which is attached as Appendix B. A listing of the minimum services to be provided is as follows:

1. Routine network hardware and software support, maintenance, security, and upgrades, as necessary.
2. Maintenance of hardware and software documentation.
3. Maintain wide-area network including support and upgrades, as necessary, of connectivity to city sites remote to city hall
4. Exchange Server maintenance, upgrade, and user training, as necessary
5. Internet connection, including maintenance and support
6. Internet usage monitoring, surf control, and site blocking
7. Help Desk Services, including maintenance of an on line help desk service

8. On call/24/7 support for network emergencies such as loss of network connectivity, corrupt applications, etc. in which a department is unable to function
9. Research, review, and recommend new technology solutions for both hardware and software
10. Coordination with IT consultants, if any
11. PC software and hardware support, upgrades, new installations
12. Application support and management
13. IT supplies inventory management
14. Request for proposal development and management for IT products
15. Project management of IT projects, including application training related to the project
16. City of Monroe website overall support and maintenance, including on-line applications both current and future
17. Coordination and responsibility for no less than quarterly IT User Group meetings
18. Data Backup and Disaster Recovery
19. In-vehicle support of mobile technology
20. Support of other miscellaneous technology equipment
21. Utility bill printing and mailing services
22. Oversight of city hall copiers for network connectivity and functionality
23. Cell phone and Blackberry service and support

24. Coordination with City Finance Director of IT services
25. Five (5) IP addresses
26. Citrix/VPN Service
27. Other services that may be agreed upon by the City and County

2.0 NON-PERSONNEL COSTS

All non-personnel costs including hardware, software, software maintenance fees, technology related supplies, and support contracts. Third party consulting fees specific to City of Monroe etc. to provide services outside those listed in section 1.1 shall be funded by the City of Monroe outside of this contract. Technical consulting service costs for services provided outside those listed in section 1.1 that are for the benefit of the enterprise as a whole (both County and City) will be prorated accordingly.

3.0 BACKUP AND DISASTER RECOVERY

County IT will perform daily backups of all network servers per City of Monroe backup procedures. Backups and copies will be placed offsite for disaster recovery purposes. The City and County will discuss and agree upon any changes to the backup/disaster recovery procedures currently in place.

4.0 TECHNICAL SUPPORT SERVICES

4.1 Service/Help Desk

Service desk support will be provided from 8:00am to 5:00pm, Monday through Friday, except City government holidays. Service Desk calls must originate with the IT Service desk, either by phone or email. Email is the suggested communication method after-hours.

IT Service Desk Phone Number	IT Service Desk Email Address
734-240-7311	IT Department@monroemi.org

4.2 Service/Help Desk Response Times

Service desk calls will be categorized in order of importance for response based upon highest priority. The goal will be to respond to a service request within 30 minutes, if received via e-mail during normal working hours, with either a return e-mail or phone call acknowledging the issue and an approximate time when someone will respond. Issues received via phone will be dealt with immediately, if possible, over the phone or an arrangement made to meet with the end-user to resolve the issue either remotely or in-person. If an immediate answer can not be provided, the caller can expect to receive a response within a mutually agreed upon time.

If for any reason a problem can not be resolved within 16 business hours, a weekly status report will be provided (via email) until an adequate resolution is found.

4.3 Technical Support Reporting

The City Finance Director will be provided access to the online service/help desk for the purpose of monitoring service/help desk requests and responses, including response times. In addition, upon request, the City Finance Director

will be provided a periodic report of all service/help desk requests, responses, and response times. This report may not be requested on more than a monthly basis. The County and City agree to meet and discuss the reports if a meeting is requested by either party.

5.0 COMPENSATION

5.1 Compensation for Services

The compensation provided in this agreement is meant to cover all of the services to be provided in Section 1.1. The City will compensate the County in the amount of $47,457.25 per calendar quarter at the beginning of each quarter upon receipt of an invoice from the County. Third party technical consulting service costs for services provided outside those listed in Section 1.1 or for those services agreed to by the City shall be paid by the City. Third party technical consulting service costs outside those listed in Section 1.1 or for those services agreed to by the City that are for the benefit of the enterprise as a whole shall be prorated between the County and City. Payment will be due thirty (30) days after receipt of the invoice. Standard late payment fees adopted by the County will apply.

5.2 Compensation for Services Adjustment

Costs will be adjusted annually beginning with the first calendar quarter of 2009 based on the County's increase in cost for wages and fringe benefits. Cost increases will be limited to a maximum of 8.0% per year. The City will be notified of the cost increase by December 1 of each year.

5.3 Additional Compensation

If services are required outside of the scope of section 1.1 and the County will require compensation in excess of that provided in section 4.1, the County and City agree to meet to discuss the services to be provided and the cost to be charged.

6.0 DURATION/TERMINATION

This agreement is entered into effective June 1, 2008. This agreement will remain in effect until it is terminated by either the County or the City. The agreement may be terminated by either party providing written notice of the need to terminate the agreement to the other with a minimum of 120 days

notice. The agreement may be terminated in less than 120 days by mutual consent of the parties.

7.0 ASSURANCES

7.1 Each Party to this Contract agrees to defend, indemnify and hold the other harmless form and against any and all liability, costs and/or expenses occasioned by its acts and the acts of its employees and agents.

7.2 The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7.3 Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

8.0 ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

9.0 AMENDMENTS

Amendments to this agreement may be approved by mutual agreement of the County and the City. Amendments of this nature will be reduced to writing and will be signed by the County Administrator and the City Manager as evidence of approval.

IN WITNESS WHEREOF, this Information Technology Intergovernmental Contract was approved and executed by the duly authorized representatives of the respective parties on the dates set forth below:

Adopted by the Monroe County Board of Commissioners at a regular meeting held at the Monroe County Board Chambers, Monroe County Courthouse, Monroe County, Michigan, by a vote of a majority of the then present members of the Board, on the _____ day of _____, 200___.

COUNTY OF MONROE

By:_____
William D. Sisk, Chairman
Monroe County Board of Commissioners

ATTEST:

By:_____
Ms. Jennifer Cline
Monroe County Clerk

Adopted by the Monroe City Council at a regular meeting held at the Monroe City Council Chambers, Monroe City Hall, City of Monroe, Michigan, by a vote of a majority of the then present members of the Council, on the _____ day of _____, 200___.

CITY OF MONROE

By:_____
Mark G. Worrell, Mayor
City of Monroe

ATTEST:

By:_____
Charles Evans, Monroe City Clerk

APPENDIX A
City Functions and Activities

- City Assessor
- City Attorney
- Building/Zoning Department
- City Clerk/Treasurer
- Monroe Custer Airport
- Department of Public Services
- Engineering Department
- Planning Department
- Fire Department
- Finance Department
- Human Resources Department
- Mayor and City Council
- Multi-Sports Complex
- Police Department
- Parks and Recreation Department
- Wastewater Department
- Water Department

APPENDIX B

City of Monroe Technology Acceptable Use Policy

Issue Date: 10/07/03
Revision Date:

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1. Policy Overview

Management's intentions for publishing an Acceptable Use Policy are not to impose restrictions that are contrary to the City of Monroe's established culture of openness, trust, and integrity. Management is committed to protecting the City of Monroe's employees, partners, and the organization from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet and related systems including, but not limited to, computer equipment, software, operating systems, storage media, network accounts providing electronic mail, web browsing, and file transfer protocol, are the property of the City of Monroe. These systems are to be used for business purposes in serving the interests of the organization, and the public in the course of normal operations. Please review human resources policies for further details.

Effective security and efficient use are a team effort involving the participation and support of every City of Monroe employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines and to conduct their activities accordingly.

2. Policy Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at the City of Monroe. These rules are in place to protect the employee and the City, its equipment, and its resources. Inappropriate use exposes the City to risks including virus attacks, compromise of network systems and services, and legal issues.

3. Policy Scope

This policy applies to employees, contractors, consultants, temporaries, and other workers at the City of Monroe, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the City of Monroe as well as equipment regularly used on City property or utilizing City resources.

4. Policy Description

General Use and Ownership

1. While the City of Monroe's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of the City. Because of the need to protect the City's network, management cannot guarantee the confidentiality of

information stored on any network device belonging to the City of Monroe. The City Administration reserves the right to view and inspect, with the assistance of the IS Department, any file or document maintained on City computers or networks as it deems necessary.

2. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems not specifically discussed or implied within this policy. If there is any uncertainty, employees should consult their supervisor or manager.

3. Management recommends that any information that users consider sensitive or vulnerable be encrypted.

4. Employees should be aware that many electronic mediums, such as e-mail, are not considered secure. Therefore, employees are required to use good judgment regarding personal and/or confidential information and use personal conversation or memorandums when necessary as opposed to electronic communications.

5. Employees should be aware that the deletion of files does not guarantee their destruction due to backups and file structure design. Employees should be aware that many documents and e-mail messages have been classified as "public documents" and are therefore subject to the Freedom of Information Act (FOIA) requests.

6. For security and network maintenance purposes, authorized individuals within the City of Monroe IS Department and its authorized contractors may monitor equipment, systems, and network traffic at any time, per management's Audit Policy.

7. The City of Monroe reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

Security and Proprietary Information

1. The user interface for information contained on Internet/Intranet/Extranet and related systems should be classified as either confidential or not confidential, as defined by organization confidentiality guidelines. Examples of confidential information include, but are not limited to: medical information, employee data, vendor and bidders' sensitive information, trade secrets, specifications, and other data. Employees should take all necessary steps to prevent unauthorized access to this information.

2. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. Both system-level and user-level passwords should be changed at least every 90 days. Users may not discuss or divulge their username/password combinations with any other individual unless deemed necessary by management. Should it be necessary to divulge a username/password combination, said password will be changed at the first available instance to maintain security.

3. All PCs, laptops, and workstations should be locked or logged off, both options available by pressing *control-alt-delete* for Win2K and XP users, when the host will be unattended.

4. Use encryption of information in compliance with management's policy.

5. Because information contained on portable computers is especially vulnerable, special care should be exercised. Protect laptops in accordance with management's policy.

6. Postings to newsgroups by employees from a City of Monroe e-mail address should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the City of Monroe, unless posting is in the course of business duties.

7. All hosts connected to the City of Monroe Internet/Intranet/Extranet and related systems should be continually executing approved virus-scanning software with a current virus database. The IS Department is to be consulted should it appear that virus-scanning software may not be working properly.

8. Employees must use extreme caution when opening e-mail attachments received from unknown senders. Attachments may contain viruses, e-mail bombs, or Trojan horse code.

E-mail and Document Retention

1. Each Department will compose a document retention schedule, noting that some documents may be subject to FOIA regulations and must therefore comply with such regulations.

2. Employees will ensure that the data, including files and mail, which they are personally retaining on personal workstations, group or shared folders, or personal folders, have value and should in fact be retained. Otherwise, such data should be removed to free system resources.

3. Employees should be aware that data stored on network servers may remain in the form of backups or file fragments and may be recoverable in the future as well as subject to FOIA.

Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of the City of Monroe, or other authorized user, authorized to engage in any activity that is illegal under local, state, federal, or international laws or regulations while using City of Monroe owned resources, property, or while receiving compensation from the City for their time.

The lists below are by no means exhaustive but attempt to provide a framework for activities that fall into the category of unacceptable use.

System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or organization protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City of Monroe. All software will be maintained by the City of Monroe IS Department, with all installations performed by or under the guidance of said department.

2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the City of Monroe or the end user does not have an active license is strictly prohibited.

3. Exporting software, technical information, encryption software, or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.

4. Introduction of malicious programs into the network, server, workstation, PDA, or related device (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).

5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.

6. Using a City of Monroe computing asset to actively engage in procuring or transmitting material in violation of sexual harassment or hostile workplace laws to include items that may be deemed inappropriate due to their use of sexually explicit images or messages, racist or discriminatory remarks, or other material that could reasonably be considered offensive.

7. Making fraudulent offers of products, items, or services originating from any City of Monroe account or while using City resources.

8. Using City of Monroe assets or resources to engage in any for-profit activity to benefit any individual or organization other than the City of Monroe.

9. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.

10. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is

not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

11. Port scanning or security scanning is expressly prohibited except during authorized security scans.

12. Executing any form of network monitoring that will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.

13. Circumventing user authentication or security of any host, network, or account.

14. Interfering with or denying service to any user other than the employee's host (e.g., denial of service attack).

15. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet or related systems.

16. Providing information about, or lists of, City of Monroe employees, assets, or resources to parties outside of the organization except where specifically required as part of an employee's normal duties.

E-mail and Communications Activities

1. Sending unsolicited e-mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e-mail spam).

2. Any form of harassment via e-mail, telephone or paging, whether through language, frequency, or size of messages.

3. Unauthorized use, or forging, of e-mail header information.

4. Automatically forwarding, indiscriminately, City of Monroe e-mail accounts to addresses outside of the control of the City of Monroe.

5. Solicitation of e-mail for any other e-mail address, other than that of the poster's account, with the intent to harass or to collect replies.

6. Creating or forwarding "chain letters," "Ponzi," or other "pyramid" schemes of any type.

7. Use of unsolicited e-mail originating from within the City of Monroe's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by the City of Monroe or connected via the City of Monroe's network.

8. Posting the same or similar non-business related messages to large numbers of Usenet newsgroups (newsgroup spam).

5. Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment and prosecution as applicable.

6. Definitions

Terms	Definitions
Spam	Unauthorized and/or unsolicited electronic mass mailings.
FOIA (Freedom of Information Act)	Federal act typically mimicked by states. Developed to allow citizens to view the operations of government.

7. Revision History

Effective Date	Employee Name	Description
10/07/03	R. Hamilton	Issuance

Acknowledgement of Receipt

Purpose: To document the receipt and acknowledgement of the City of Monroe Technology Acceptable Use Policy.

Employee: _____

The City of Monroe Technology Acceptable Use Policy is distributed to employees, contractors, volunteers, and other individuals to assist them in understanding their roles and responsibilities regarding the safe and effective use of the City's technical resources.

It is the responsibility of the individual to investigate, either through their supervisor or appropriate IS staff, any lack of understanding regarding this policy. The undersigned does therefore acknowledge receipt of this policy and agreement with the terms set forth.

_____	_____
Department Manager	*Receipt Acknowledged By*
_____	_____
Date	*Date of Receipt*
	_____
	Return Acknowledge By
	_____
	Date of Return

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Employment Agreement

DISCUSSION: The settlement agreement with the COMEA1 union related to contracting with the County of Monroe for information technology services called for the layoff of Cory Solomon thirty (30) days from the signing of the settlement agreement. This layoff is scheduled to be effective on June 7, 2008.

In order to allow for a smoother transition to the county IT contract, a part-time employment agreement with Mr. Solomon is requested. The agreement would be of the same nature as those that have been approved recently for retirees. Mr. Solomon would return to help with the transition and to help to finish a couple of projects that he has been involved with during his tenure as an employee in the Information Technology Department. The projects include implementation of a Computerized Maintenance Management System (CMMS) and implementation of an online scheduling and payment system for the Recreation Department. The rate of pay in the contract would be approved at $45.00 per hour and the contract would include a minimum workload of ten (10) hours per week during the months of June and July 2008. Also, since the contract is for part-time employment, the maximum number of hours to be worked by Mr. Solomon per week will be thirty (30). It is expected that the contract will be terminated by the end of August 2008. Mr. Solomon would report directly to the Finance Director and would be subject to IT security measures put in place or continued by the new IT Department.

It is recommended that the Mayor and City Council approve the City Manager to sign an employment agreement with Cory J. Solomon of the nature recently approved for returning retirees with the contract to include the terms and conditions described in this fact sheet.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 7, 2008

REASON FOR DEADLINE: Layoff effective date

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All city departments needing information technology services

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City	Account Number	Amount
Information Systems Fund	636-30.915-703.000	$ 17,550
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director **DATE:** 5/28/08

REVIEWED BY: Edward J. Sell Jr. **DATE:** 5/28/08

COUNCIL MEETING DATE: June 2, 2008

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: **RESOLUTION ADJUSTING THE EXPENSES OF SIDEWALK REPAIR ON THE 2008 SUMMER TAX ROLL**

DISCUSSION: By Charter, those expenses for sidewalk repair that are not paid are spread against those parcels on the 2008 summer tax roll. And, per Resolution 08-021, the City Manager shall have the authority to make corrections to the attached roll as he deems necessary and shall report any such correction to the City Council.

The City Engineer reviewed the claim received from Mr. Wickenheiser and we agree that the damage to the sidewalk was caused by the water main connection that crossed the roadway. Therefore, the City should have repaired the sidewalk and not charged Mr. Wickenheiser for the repair.

This resolution authorizes the City Manager to make corrections to the tax roll and directs the City Assessor to remove such expense by the Board of Review at the July meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☒For ☐Against

Recommending the attached resolution be adopted and the unpaid expenses of sidewalk repair be removed from the summer 2008 Tax Roll.

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

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

SOURCE OF FUNDS:	City	Account Number	Amount
			$
			$
			$
			$
			$
	Other Funds		$
			$
			$
			$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 5/29/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/02/08

R E S O L U T I O N

WHEREAS, Chapter 1026 of the Codified Ordinances of Monroe, Michigan, 1996 and Section 253 of the Charter of the City of Monroe provides for special assessment of the cost of sidewalk repair, plus a ten percent (10%) penalty; and

WHEREAS, a public hearing was held on April 21, 2008 for the purpose of hearing objections to the placement of property owners on the special assessment roll; and.

WHEREAS, the Mayor and Council have given due consideration to said objections in determining the propriety of said roll.

NOW THEREFORE BE IT RESOLVED, that said roll, which is attached hereto, is confirmed in all respects; and

BE IT FURTHER RESOLVED, that the City Clerk-Treasurer is hereby directed to provide a certified copy of this Resolution and the attached roll to the City Assessor, who shall **remove** the amount of said costs to the next regular tax bill levied against the respective parcels; and

BE IT FURTHER RESOLVED, the City Manager shall have the authority to make corrections to the attached roll as he deems necessary and shall report any such corrections to the City Council.

WICKENHEISER, KENNETH W
2375 LABOE RD
CARLETON MI 48117
Invoice: 149452
Amount: $58.31
Parcel #: 19-00879-000

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: **RESOLUTION ADJUSTING THE EXPENSES OF DEMOLTION EXPENSES ON THE 2008 SUMMER TAX ROLL**

DISCUSSION: By Charter, those demolition expenses that are not paid are spread against those parcels on the 2008 summer tax roll.

Under the General Tax Act the City is unable to collect any costs expended to demolish any structures on tax-reverted property. Therefore, the City should not have charged the County of Monroe for the demolition expenses.

This resolution authorizes the City Manager to make corrections to the tax roll and directs the City Assessor to remove such expense by the Board of Review at the July meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☒For ☐Against

Recommending the attached resolution be adopted and the unpaid demolition invoice charges be removed from the Summer 2008 Tax Roll.

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 5/29/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/02/08

R E S O L U T I O N

WHEREAS, a public hearing was held in the Council Chambers at City Hall on April 21, 2008 at 7:30 PM for the purpose of recovering demolition costs on those properties which are listed on the attached Demolition Costs Report, herein incorporated by reference and hereinafter referred to as the Report, in accordance with the 1997 Uniform Code for the Abatement of Dangerous Buildings, which Code has been adopted by reference in Chapter 1426 of the Codified Ordinances of Monroe, Michigan, 1999; and

WHEREAS, the Mayor and Council have given due consideration to said objections in determining the propriety of the Report;

NOW THEREFORE BE IT RESOLVED, that the Report is hereby confirmed in all respects; and

BE IT FURTHER RESOLVED, that the City Clerk/Treasurer is hereby directed to provide a certified copy of this Resolution and the Report to the City Assessor, who shall **remove** the amount of said costs to the next regular tax bill levied against the respective parcels; and

BE IT FURTHER RESOLVED, that the City Manager shall have the authority to make corrections to the attached roll as he deems necessary and shall report any such corrections to the City Council.

AMERICA HOLDING INC
PO BOX 1714
MINEOLA NY 11501
Invoice: 150122
Amount: $4536.00
Parcel #: 49-00150-000

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: **RIVER RAISIN INTERNATIONAL MUSTER CONCERT**

DISCUSSION:

The City received a request from the River Raisin International Fife and Drum Muster for permission to close the streets at Loranger Square on June 20, 2008. Specifically the request is to close E. First Street between Monroe and Macomb Streets and Washington Street between E. Front and First Streets from 6:30 p.m. – 9:00 p.m. on June 20th for a Tattoo (concert).

The request was reviewed by the administrative staff and there were no objections to the request subject to emergency vehicle access being maintained.

The Police Department does not foresee any traffic issues as long as D.P.S. provides barricades to prevent motor vehicle traffic within the requested area. The Afternoon Shift Commanders will be made aware of the event so their shifts can make periodic checks.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☐For ☐Against

REASON AGAINST:

INITIATED BY: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: D.P.S., Police, Attorney, Engineering, Fire, Finance, Building and Manager

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 5/28/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/02/08

River Raisin International Muster

126 South Monroe Street • Monroe, Michigan 48162
Telephone: (734) 240-7780 • Email: stlonsdale@hotmail.com

A BICENTENNIAL WAR OF 1812 EVENT

May 22, 2008

Honorable Mayor Mark G. Worrell & City Council
City of Monroe
City Hall
120 East First Street
Monroe, MI 48161

Dear Mayor Worrell and City Council,

The River Raisin International Muster has added a new segment of the event for 2008. This is a Friday night Tattoo in Loranger Square. The Tattoo will have the Fifes and Drums of Colonial Williamsburg and the First Michigan Colonial Fife and Drum Corps each playing a narrated concert of about 40 minutes and then combine and play together. The event will take place from 7:00pm to 9:00pm.

The Muster would like to ask council for permission to close the streets at Loranger Square to afford the fife and drum corps a place to conduct their concerts. The road closer would start at 6:30p.m. and will run no later than 9:00p.m. Washington Street as well as First Street east will be closed at the crosswalks located closest to the bricked square. First Street approaching Loranger Square from the West will be closed at Monroe Street as it is a one way street heading in the direction of the square.

If you have any questions feel free to contact me at the Historical Museum (734) 240-7780 or by email stlonsdale@hotmail.com. Thank you for your time and consideration.
Sincerely,

Scott Lonsdale
Interpreter, River Raisin Battlefield
Event Director, The River Raisin International Fife and Drum Muster

RECEIVED
MAY 2 2 2008
MAYOR'S OFFICE

Hosted by The 1st Michigan Colonial Fife and Drum Corps

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: **CITY OF MONROE FIREFIGHTERS LOCAL 326 "BIKE NIGHT"**

DISCUSSION:

The City received a request from Firefighter Mike DeSloover on behalf of the Firefighters Local 326 for permission to close Washington Street between E. First and E. Front Street and E. Front Street from S. Macomb to S. Monroe Street on September 11, 2008. Specifically the request is to close Washington Street between E. First and E. Front Street and E. Front Street from S. Macomb to S. Monroe Street from 5:00 p.m. – 9:00 p.m. for the purpose of parking motorcycles for display (rain date 9/12/08) and to use the Loranger Square pavilion for music.

Donations from this event will be collected and all proceeds will be donated to the Great Lakes Burn Camp.

The request was sent to the administrative staff for their review. We do not foresee any problems or objections to the request subject to emergency vehicle access being maintained.

Permission to use the Loranger Square pavilion must be obtained through the County of Monroe.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☐For ☐Against

REASON AGAINST:

INITIATED BY: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: D.P.S., Police, Attorney, Engineering, Fire, Finance, Building and Manager

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 5/28/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/02/08

City of Monroe Firefighters

Memo

To: Honorable Mayor and City Council

Cc: Charles Evans, Monroe City Clerk

From: Mike DeSloover, MFD

Date: April 28, 2008

Re: Closure of Washington Street

The City of Monroe Firefighters are planning once again a 9/11 Memorial Bike Night here in the City of Monroe, on Thursday September 11, 2008. To do so we are requesting a closure of *Washington Street between E. First and E. Front Street, and E. Front Street from S. Macomb to S. Monroe Street after regular business hours from 5:00 or 6:00 pm through 9:00 pm* for the purpose of parking motorcycles for display. Our rain date would be the following day, Friday September 12, 2008.

We are again planning on accepting a $5.00 donation per person of which all proceeds will be donated to the Great Lakes Burn Camp. In return for the donation, we will be having several downtown eating and drinking establishments providing discounts for those that patronize their establishments that evening. Last years event was a surprising success, and we are confident that this will once again prove beneficial for the down town businesses as well as for the Burn Camp. We would also like to request the use of the Loranger Square pavilion for music that a local band is donating their time to play for all to enjoy.

We are proud to be providing a memorial for those lives lost during the tragic 9/11 incident, as well as helping the children who benefit from the Great Lakes Burn Camp.

Please feel free to contact me with any questions at the Central Fire Station, 242-1626.

Thank you

Mike DeSloover

RECEIVED
CHARLES D. EVANS
MAY 2 8 2 AM '08

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: TRAFFIC COMMITTEE MINUTES OF MAY 28, 2008, TRAFFIC CONTROL ORDERS

DISCUSSION: The Mayor's Traffic Committee meeting was held on May 28, 2008, and the minutes are attached for your review and approval. There are three (3) traffic control orders for approval at this time as a result of the meeting, numbers 064-002, 102-005, and 111-004. Traffic control order 064-002 allows for a "No Parking" zone on the north side of Franklin Street to facilitate turning movements into an adjacent towing yard. Traffic control orders 102-005 and 111-004 would reverse the City Council's earlier authorization of traffic signals at the intersection of North Macomb Street and Lemerand Street / Mercy Hospital Driveway, which have not yet been installed. Since the completion of construction at the hospital, traffic patterns have again been studied, and it is determined that the signal installation appears not to be warranted.

IT IS RECOMMENDED that the City Council accept and place on file the minutes from the May 28, 2008 Mayor's Traffic Committee meeting, and approve Traffic Control Orders 064-002, 102-005, and 111-004.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Planning

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City	Account Number	Amount
Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Planning **DATE:** 05/28/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: June 2, 2008

CITY OF MONROE
MAYOR'S TRAFFIC COMMITTEE MINUTES
May 28, 2008

Meeting was called to order by Mayor Worrell on Wednesday, May 28, 2008 at 5:00 P.M. in the City Council Chambers.

Members Present: Mayor Worrell, Councilman Beneteau, Councilman Clark, Chief Michrina, James Crammond, Scott Davidson, Anthony Webb

Members Excused: Michael Miletti

Members Absent: Suzanne Gartz

Clerk / Staff: Patrick Lewis, Director of Engineering and Planning

Citizens Commenting: Timothy Peck

1. Request from citizen Timothy Peck to prohibit parking on a portion of the north side of Franklin Street to allow for tow trucks to better access the property located at 1012 Franklin Street.

   Citizens Commenting: Timothy Peck supported his request.

   Motion: It was moved by Anthony Webb and supported by Chief Michrina to approve the request as detailed on the sketch provided.

   Action: The motion passed 7-0.

2. One-year review of Residential Parking Districts on East Grove Street, Sheridan Drive, and Lemerand Street.

   Motion: It was moved by Councilman Beneteau and supported by Anthony Webb to have the Engineering Department survey affected residents, and if more than 50% appear to be in favor of lifting the restrictions, that public hearings for their removal shall be scheduled for the next available Traffic Committee meeting.

   Action: The motion passed 7-0.

3. Review of previously-approved traffic signals at the intersection of North Macomb Street and Lemerand Street / Mercy Hospital Driveway.

   Motion: It was moved by Councilman Beneteau and supported by Chief Michrina to reverse the original approval of traffic signals at this location, and to have the intersection control remain as is.

   Action: The motion passed 7-0.

4. Intermediate report from the Engineering Department on the 6-month trial period where traffic signals are flashing 4-way red at the intersections of First / Winchester, Third / Winchester, and Third / Scott.

   Action: No action was necessary, this item will be taken up again at the September Traffic Committee meeting or later.

5. Discussion from Councilman Beneteau regarding the possibility of allowing for all-day parking in at least a portion of the West Front Street parking lot, and securing the former Steppingstone Property on West Front Street from liability issues.

   Action: The Steppingstone property matter was referred to staff, no official action was proposed on either topic.

6. Motion: It was moved by Chief Michrina and supported by Anthony Webb that the meeting be adjourned.

   Action: The motion was approved 7-0 and the meeting was adjourned at 5:17 P.M.

CITY OF MONROE

TRAFFIC CONTROL ORDER

ORDER NO. 064-002

EFFECTIVE DATE: June 2008
When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to Franklin Street:

Parking

1. "No Parking" from Eastchester Street to a location 40 feet west of Eastchester Street, both sides.
2. **"No Parking" from the west property line of 1009 Franklin Street, to the east property line of 1012 Franklin Street extended across the roadway, north side.**
3. Permitted parking, with no time limitations, in all other areas, both sides.

Intersection Control

4. Franklin Street shall STOP at Kentucky Avenue.
5. Franklin Street shall STOP at Winchester Street.
6. Franklin Street shall STOP at Eastchester Street.

The following Traffic Control Orders shall hereby be rescinded: 064-001

City Traffic Engineer

City Clerk-Treasurer

Date

Date

CITY OF MONROE

TRAFFIC CONTROL ORDER

ORDER NO. 102-005

EFFECTIVE DATE: June 2008
When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to Lemerand Street:

Parking

1. "No Parking" from the west curb line of North Macomb Street to a point 100 feet west of North Macomb Street, both sides.
2. Designated "Residential Parking District" with enforcement hours of 7:00 A.M. to 6:00 P.M., Monday through Friday, all remaining spaces, both sides. Said residential parking district shall include eligibility of properties within one-half block north or south of Lemerand Street on North Macomb Street.

Intersection Control

3. Lemerand Street shall STOP at North Monroe Street.
4. ~~Traffic signals with pedestrian signals shall be installed at the intersection of Lemerand Street and North Macomb Street.~~ **Lemerand Street shall STOP at North Macomb Street.**

The following Traffic Control Orders shall hereby be rescinded: 102-004

City Traffic Engineer

City Clerk-Treasurer

Date

Date

CITY OF MONROE

TRAFFIC CONTROL ORDER

ORDER NO. 111-004

EFFECTIVE DATE: June 2008
When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to North Macomb Street:

Parking

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

Intersection Control

2. Traffic signals with pedestrian signals shall be placed at the intersection of North Macomb Street and East Elm Avenue.
3. Traffic signals with pedestrian signals shall be placed at the intersection of North Macomb Street and East Noble Avenue.
4. ~~Traffic signals with pedestrian signals shall be placed at the intersection of North Macomb Street and Lemerand Street / Mercy Hospital Driveway.~~

Roadway Geometry

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

The following Traffic Control Orders shall hereby be rescinded: 111-003

City Traffic Engineer

City Clerk-Treasurer

Date

Date

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: NON BARGAINED FOR EMPLOYEES

DISCUSSION: As one of City Council's 2008 Goals and Objectives and as benefit costs escalate, we have been looking for ways to contain costs. As part of our review we examined current wage levels, health care, prescription drugs, spousal coverage, retirement and retiree health care. After careful consideration, I wish to recommend that Council approve the attached wage and benefit changes for the non-bargained for employee group.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 30, 2008
REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Director of Human Resources

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All Non-Bargained For Employees.

FINANCES

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

SOURCE OF FUNDS:	City	Account Number	Amount
			$ N/A
			$ N/A
			$ N/A
			$ N/A
			$ N/A
	Other Funds		$ N/A
			$ N/A
			$ N/A
			$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: **Peggy A. Howard, Director of Human Resources** **DATE: 5/27/08**

REVIEWED BY: **George A. Brown, City Manager** **DATE:**

COUNCIL MEETING DATE: June 2, 2008

CITY OF MONROE

NON-BARGAINED FOR EMPLOYEES

I. Wages

7/01/08 -- 6/30/09: No across-the-board base wage adjustment.

II. Health Care

A. Active Employees.

The City will provide each full-time employee his/her choice of coverage under one of the following plans:

1. Four (4) PPO Plan Designs

(a) Effective 7/01/08

- Blue Cross/Blue Shield of Michigan Community Blue PPO1 Plan (current option), with Rx $5/$12; $3 mail order; $250 Preventive Services/per member per year;

- Blue Cross/Blue Shield of Michigan Community Blue PPO 1 Plan (high option), with Rx $10/$20/$30; $30/$60/$90 mail order; $500 Preventive Services/per member per year;

- Blue Cross/Blue Shield of Michigan Community Blue 90/10 PPO 6 Plan (middle option), with Rx $10/$20/$30; $30/$60/$90 mail order; $500 Preventive Services/per member per year;

(b) Effective 1/01/09

- Flexible Blue PPO 3 Plan with High Deductible/Health Savings Account Plan (HSA) (low option). The City will annually contribute $1,500/$3,000 (single/family) to each participating employee's HSA account.

2. Employee Premium Contributions Based Upon Plan Selection

(a) Effective 7/01/08

- Blue Cross/Blue Shield of Michigan Community Blue PPO 1 Plan (current option) – Employees will pay the difference between the

cost of this Plan and the City's cost for the Community Blue PPO 6 Plan (middle option).

- Blue Cross/Blue Shield of Michigan Community Blue PPO 1 Plan (high option) -- Employees will pay the difference between the cost of this Plan and the City's cost for the Community Blue PPO 6 Plan (middle option).

- Blue Cross/Blue Shield of Michigan Community Blue 90/10 PPO 6 Plan (middle option) -- Employees will <u>not</u> be required to make a contribution to premium.

(b) Effective 1/01/09

- Flexible Blue PPO 3 Plan with High Deductible/Health Savings Account Plan (low option) – The City will annually contribute $1,500/$3,000 (single/family) to each participating employee's HSA account.

3. <u>Spousal Coverage Limitations (Effective 7/01/08)</u>

- Require each employee's working spouse to participate in his/her own Employer's health care plan, provided the contribution to premium does not exceed one-third (1/3) of the total cost of single person coverage; the City will provide secondary coverage.

- If the spouse's contribution exceeds one-third (1/3) of the total cost of single person coverage, the spouse will not be required to participate in his/her Employer's Plan, in which event the City will provide primary coverage.

4. <u>Health Care Waiver Incentives (Effective 7/01/08)</u>

- Employees who waive health care coverage for themselves, their spouse and dependent children will be entitled to payments (not added to base salary) of $1,000 per year.

- Employees who waive health care coverage for their spouse will be entitled to payments (not added to base salary) of $500 per year.

- Employees who waive health care coverage for their spouse and dependent children will be entitled to payments (not added to base salary) of $750 per year.

B. Retiree Health Care (Effective 7/01/08)

1. Employees Hired on or Before 6/30/08

- The City will provide employees who were hired on or before 6/30/08, and who retire on or after 7/01/08 the same coverage (including prescription drug benefits, spousal coverage limitations, and health care waiver incentives) in retirement that the City provides its active non-bargained for employees until the retiree becomes eligible for Medicare, understanding the coverage may change from time to time throughout a person's retirement to reflect the changes in coverage provide its non-bargained for employees. For each year of service up to a maximum of 25 years, the City will pay 4% of the cost of health care coverage for employee, spouse, and eligible dependents. Retirees shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension benefits.

- When the retiree becomes eligible for Medicare, the employee must enroll and participate in the Part B Medicare Program. The retiree shall be responsible for all associated costs.

- Retirees participating in the Part B Medicare Program shall also be permitted to participate in the Blue Cross Supplemental Plan provided by the City, with the same prescription drug benefits the City thereafter provides its active non-bargained for employees, understanding the prescription drug coverage may change from time to time throughout a person's retirement to reflect the changes in coverage provided its non-bargained for employees. For each year of service up to a maximum of 25 years, the City will pay 4% of the cost of such Blue Cross Supplemental and prescription drug benefits for eligible retirees and spouses. Retirees shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension benefits.

2. Special Provisions for Employees Hired on or after July 1, 2008

- Effective 1/01/09, all employees hired 7/01/08 and after, shall be required to participate in the Employer's Flexible Blue High Deductible PPO-3 Plan, with a Health Savings Account (HSA).

- All employees hired on or after 7/01/08, shall be required to participate in a Retirement Health Savings Plan with a required 3% employee contribution and a 3% employer contribution.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Ordinance No. 08-008 an Ordinance to amend Section 692.07 of Chapter 692, Weeds, Trees and Refuse.

DISCUSSION: The Mayor and City Council reviewed the "Weed Ordinance" at a work session on May 22, 2008. The consensus of City Council was to amend the Ordinance to expedite compliance and removal of "high grass and weeds " nuisance conditions. The proposed Amendment reflects this consensus.

It is recommended that Ordinance No. 08-008 an Ordinance to amend Section 692.07 of Chapter 692, Weeds, Trees and Refuse, be placed on the floor for its first reading on June 2, 2008 and that the public hearing on the ordinance be scheduled for the June 16, 2008 City Council meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: Earliest convenience

REASON FOR DEADLINE: Expedite removal of tall grass and weeds nuisance conditions in the City.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Public Services.

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: Scott Davidson, Director of Public Services **DATE:** May 30, 2008

REVIEWED BY: Scott Davidson, Director of Public Services **DATE:** May 30, 2008

COUNCIL MEETING DATE: June 2, 2008

ORDINANCE No. 08-008

An Ordinance to amend Section 692.07 of Chapter 692, Weeds, Trees, and Refuse.

THE CITY OF MONROE ORDAINS:

SECTION 1. AMENDMENT OF SECTION 692.07 OF THE CODIFIED ORDINANCES OF THE CITY OF MONROE.

Section 692.07 is amended to read as follows:

Section 692.07 REMOVAL OF NUISANCE CONDITIONS BY CITY.

If any person shall fail to comply with the provisions of the chapter, within a time specified, the head of the Department of Public Services shall cause all such weeds, grasses, trees, trash, debris, refuse, filth, or noxious materials to be cut, destroyed, or removed from the land of the person not complying with the provisions of this chapter.

SECTION 2. REPEALER.

Subparagraphs b.) and c.) of Section 692.07 are repealed. All other provisions of Chapter 692 remain in full force and effect.

SECTION 3. EFFECTIVE DATE.

This ordinance shall become effective twenty days after its passage and its publication.

Date	Mark G. Worrell, Mayor City of Monroe
Date	Charles D. Evans, Clerk/Treasurer City of Monroe