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**RULE OF THE CHAMBER**

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

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

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

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

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

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

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

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**AGENDA - CITY COUNCIL REGULAR MEETING  
MONDAY, APRIL 6, 2009**

**I. CALL TO ORDER.**

**II. ROLL CALL.**

**III. INVOCATION/PLEDGE OF ALLEGIANCE.**

**IV. PROCLAMATIONS.**

56 Month of the Young Child – April 2009.

**V. PUBLIC HEARINGS.**

61 Public hearing for the purpose of review and hearing comments on the Recovery Act - Edward Byrne - Memorial Justice Assistance Grant (JAG) Program. There are no comments on file in writing in the Clerk-Treasurer's Office.

**VI COUNCIL ACTION.**

57 Communication from the Finance Department, submitting Proposed Ordinance No. 09-003, an Ordinance to adopt the Fiscal Year 2009-2010 Budget for the City of Monroe.

Proposed Ordinance No. 09-003 up for its first reading and recommending that the public hearing be set for Monday, April 20, 2009.

58 Communication from the Police Department, submitting Proposed Ordinance No. 09-004, an Ordinance to amend Section 658.07 Minor's Curfew of the Codified Ordinance of the City of Monroe.

Proposed Ordinance No. 09-004 up for its first reading and recommending that the public hearing be set for Monday, April 20, 2009.

59 Communication from the City Attorney, submitting Proposed Ordinance No. 09-005, an Ordinance to amend various sections of the Codified Ordinance of Monroe, Michigan relating to the elimination of the Fire Marshal designation and the regulations for Open Burning.

Proposed Ordinance No. 09-005 up for its first reading and recommending that the public hearing be set for Monday, April 20, 2009.

**VI. 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, March 16, 2009 and the Minutes of the Work Session held on Monday, March 23, 2009.

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

60 Proposed Resolution – Taxi Cab Fares.

1. Communication from the City Attorney, reporting back on a request from Monroe Cab for new Taxi Cab rates, and recommending that the proposed resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

61 Recovery Act – Edward Byrne – Justice Assistance Grant (JAG) Program.

1. Communication from the Chief of Police reporting back on the intent to submit a grant application to the U.S. Department of Justice Grant Program to obtain funds designated for law enforcement purposes in the amount of \$38,096.00, and recommending the grant submission be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

62 Lawn Maintenance for City-Owned Properties.

1. Communication from the Director of Engineering and Public Services, reporting back on bids received for contractual mowing of City owned properties and recommending that Grass Gators Inc., the low bidder for Group A at \$39,049.29 initial annual cost, and that Noel Lawn Service, the low bidder for Group B at \$48,078.80, both be awarded a contract for Lawn Maintenance of City-owned properties for a five (5) year period commencing April 20, 2009,

and further recommending that the Mayor and Clerk-Treasurer be authorized to execute the contracts on behalf of the City.

2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

63 Traffic Committee Minutes of March 25, 2009 meeting, Traffic Control Orders.

1. Communication from the Director of Engineering and Public Services, submitting the minutes of the Mayor's Traffic Committee meeting held on March 25, 2009, and recommending that the minutes be accepted and placed on file and that Traffic Control Orders 066-006 and 167-006 be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

64 2009 City-Funded Water Main Replacement Program.

1. Communication from the Director of Engineering and Public Services, reporting back on bids received for the 2009 City-Funded Water Main Replacement Program and recommending that council award the contract to C & D Hughes, Inc., in the amount of \$889,628.46, and that a total of \$1,025,000.00 be encumbered to include a 15% project contingency and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

65 Custer Airport Runway Rehabilitation Resolution.

1. Communication from the Director of Engineering and Public Services submitting a proposed resolution delineating the terms of the agreement between the City of Monroe and MDOT, and recommending that the attached resolution be approved, and that the City share of the costs be appropriated as detailed in the financial information provided.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

66 Annual Weed Cutting Date.

1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting May 11, 2009, as the annual date that all weeds and grasses and other items subject to Ordinance No. 08-008 must be cut, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

67 Demolition Fees – Proposed Resolution.

1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 20, 2009 as the date of the public hearing on the assessment roll for demolition

expenses where the owners have failed to pay for the same, and recommending that the resolution be adopted.

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

68 Sidewalk Repair – Proposed Resolution.

1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 20, 2009 as the date of the public hearing on the assessment roll for the expenses of sidewalk repair where the owners have failed to pay for the same, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

69 Snow Removal – Proposed Resolution.

1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 20, 2009 as the date of the public hearing on the assessment roll for the expenses of snow removal where the owners have failed to pay for the same, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

70 Blight Removal – Proposed Resolution.

1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 20, 2009 as the date of the public hearing on the assessment roll for the expenses of blight removal in those cases where the owners have failed to do so, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

71 Rental Property Inspection Fee – Proposed Resolution.

1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 20, 2009 as the date of the public hearing on the assessment roll for the expenses of unpaid rental property inspection fees where the owners have failed to pay for the same, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

72 Weeds and Grass Cutting – Proposed Resolution.

1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 20, 2009 as the date of the public hearing on the assessment roll for the cutting of weeds and grasses where the owners have failed to do so, and recommending that the resolution be adopted.

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

73 Proposed Resolution – Holiday Camp Association Inc. of Monroe.

1. Communication from the City Manager’s Office, submitting a proposed resolution to recognize Holiday Camp Association Inc. of Monroe, as a non-profit organization and recommending the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

74 American Recovery and Reinvestment Act – COPS Hiring Recovery Program Grant.

1. Communication from the Chief of Police reporting on the intent to submit a grant application to the Office of Community Oriented Policing Services (COPS), U.S. Department of Justice, to obtain funds designated for retaining police officers through the COPS Hiring Recovery Program and recommending the grant submission be approved. (This item will be provided at the meeting)
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

75 Proposed “Buy American” Resolution

1. Communication from the Director of Engineering and Public Services, submitting a request from Mr. Blue Wilson of the Alliance for American Manufacturing, to adopt a resolution of support for the “Buy American Products” campaign and recommending that Council accept and place on file the attached resolution
2. Supporting documents.
3. Action: Accept, place on file and the resolution.

**VII. MAYOR’S COMMENTS.**

**VIII. CITY MANAGER COMMUNICATION.**

**IX. COUNCIL COMMENTS.**

**X. CITIZEN COMMENTS.**

**XI. ADJOURNMENT.**

## PROCLAMATION

- WHEREAS,** special care and attention must be given to young children to ensure that they grow and mature into loving, considerate, productive and healthy adults; and
- WHEREAS,** this year, many children will suffer from child abuse, neglect, the lack of health care, poor nutrition, inadequate parenting and child care, all of which jeopardize a young child's opportunity for a happy and healthy life; and
- WHEREAS,** the future of our city depends on the quality of early childhood experiences provided to young children today; and this quality represents a worthy commitment to the collective future of our children; and
- WHEREAS,** celebrating the importance of young children's needs and concerns throughout Monroe is worthwhile for all of our citizens; and
- WHEREAS,** each April, recognition is given to efforts that foster the well-being of young children; and every week of the month is designated as a time of focus and reflection on a particular issue that has been assessed as a priority for our children; and
- WHEREAS,** the focus of April 2009 includes celebrating community partnerships, recognizing early childhood professionals, promoting healthy children and families, and advocating on behalf of children and families.

**NOW, THEREFORE,** I, Mark G. Worrell, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim the month of April 2009, as "**MONTH OF THE YOUNG CHILD**" in Monroe, and we encourage all citizens to participate in activities associated with this event in addition to recognizing and supporting the needs of young children in our communities.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 6th day of April 2009.

\_\_\_\_\_  
Mark G. Worrell, Mayor

Council Members:

\_\_\_\_\_  
Robert E. Clark, Precinct 1

\_\_\_\_\_  
Edward F. Paisley, Precinct 2

\_\_\_\_\_  
Kelvin McGhee, Precinct 3

\_\_\_\_\_  
Jeremy J. Molenda, Precinct 4

\_\_\_\_\_  
Mary V. Conner, Precinct 5

\_\_\_\_\_  
Brian P. Beneteau, Precinct 6



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Budget Ordinance-Fiscal Year Ending June 30, 2010 Budget

**DISCUSSION:** The Mayor and City Council have held four budget work sessions to date related to the fiscal year 2010 budget. The City Charter requires that the budget for each fiscal year be adopted by the April 30 preceding the start of the fiscal year. For that reason, I am submitting budget ordinance 09-003 for its first reading and am asking that the public hearing on the budget be set for the April 20, 2009 City Council meeting.

The budget ordinance is in the form originally recommended by myself and the City Manager, except for a change in the Multi-Sports Complex budget that was discussed at your last work session. For that reason the total General Fund budget recommended has been decreased from \$17,915,541 to \$17,843,744. The final budget that will be adopted can change from this recommendation, and the budget can be amended as many times as you want to amend it throughout the fiscal year.

I have attached a copy of the City Manager's transmittal letter and some of the General Fund information included in your budget document. It is recommended that ordinance number 09-003, the budget ordinance, be placed on the floor for its first reading on April 6, 2009 and that the public hearing on the ordinance be scheduled for the April 20, 2009 City Council meeting.

**CITY MANAGER RECOMMENDATION:**

- For *J. M. Brown*  
 For, with revisions or conditions  
 Against  
 No Action Taken/Recommended

**APPROVAL DEADLINE:** April 30, 2009

**REASON FOR DEADLINE:** Charter

**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

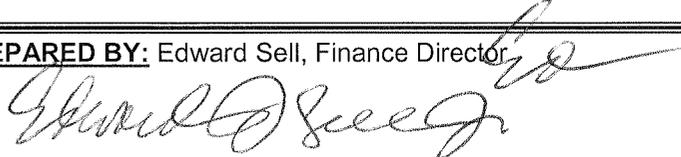
<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$ 47,643,388
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Edward Sell, Finance Director

**DATE:** 4/2/2009

**REVIEWED BY:** 

**DATE:** 4-3-09

**COUNCIL MEETING DATE:** April 6, 2009

## ORDINANCE 09-003

Budget Appropriation Act  
July 1, 2009 - June 30, 2010

An Ordinance to approve the budget for the City of Monroe for the fiscal year 2009-2010, the City of Monroe Ordains.

Section 1. An Ordinance approving the expenditures for the General Fund for the fiscal year beginning July 1, 2009 and ending June 30, 2010 are hereby appropriated on a departmental and activity total basis as follows:

<b>GENERAL GOVERNMENT</b>	
City Council	\$131,415
City Manager	\$261,922
Assessor	331,937
Attorney	135,581
Clerk-Treasurer	459,842
Finance	391,207
Human Resources	299,304
Engineering	329,323
City Hall Grounds	275,627
<b>TOTAL GENERAL GOVERNMENT</b>	<b>\$2,616,158</b>
<b>PUBLIC SAFETY</b>	
Police Department	\$5,448,849
Fire Department	3,361,557
Zoning/Ordinance Enforcement	162,960
<b>TOTAL PUBLIC SAFETY</b>	<b>\$8,973,366</b>
<b>PUBLIC WORKS</b>	<b>\$2,034,552</b>
<b>COMMUNITY DEVELOPMENT</b>	<b>\$175,462</b>
<b>CULTURAL-RECREATION</b>	
Library	\$68,800
Social Services	150,000
Public Access TV	130,000
Parks and Recreation	1,747,852
<b>TOTAL CULTURAL-RECREATION</b>	<b>\$2,096,652</b>
<b>CONTINGENCIES</b>	<b>\$252,877</b>
<b>EMPLOYEE FRINGE BENEFITS</b>	<b>\$15,000</b>
<b>DEBT SERVICE</b>	<b>\$335,112</b>
<b>TRANSFERS OUT</b>	<b>\$1,344,565</b>
<b>TOTAL EXPENDITURES</b>	<b>\$17,843,744</b>

Section 2. Revenues shall be raised from the following sources and are estimated as follows:

**GENERAL FUND**

General Revenue	\$15,789,579
Service Revenue	2,043,865
Operating Grants	10,300
Transfers In	0

**TOTAL REVENUES** **\$17,843,744**

Section 3. The City Council hereby approves budgets for the period beginning July 1, 2009 through June 30, 2010 for the following funds in the amounts set forth below:

**SUMMARY OF EXPENDITURES BY FUND**

Major Street Fund	\$2,303,700
Local Street Fund	1,098,830
Refuse Fund	1,357,000
Parking Fund	154,607
Economic Development Fund	10,000
Building Safety Fund	422,780
Budget Stabilization Fund	0
Drug Forfeiture Fund	14,100
Grant Fund	500,000
Airport Fund	395,766
Debt Service	40,000
Capital Project Fund	891,190
Wastewater Department	6,318,780
Water Department	7,267,693
Raw Water Partnership Fund	389,866
Information Systems	537,826
Stores & Equipment Fund	986,370
Employment Benefit Fund	2,331,072
Post-Retirement Health Care Fund	2,524,885
Insurance Fund	471,471
Cemetery Fund	55,000
Downtown Development Authority	404,981
Brownfield Redevelopment Authority	839,332
Port of Monroe	634,755

**TOTAL** **\$29,950,004**

Section 4. The City Council does hereby levy a tax of 13.676 mills for the period of July 1, 2009 through June 30, 2010 on all real and personal taxable property in the City of Monroe, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Monroe.

Section 5. The City Council does hereby levy a tax of 1.448 mills for the period of July 1, 2009 through June 30, 2010 on all real and personal taxable property in the City of Monroe, according to the valuation of the same. This tax is levied for the purpose of defraying the cost of refuse collection and

cleanup authorized by Act 298 of the Public Acts of 1917.

Section 6. The City Council does hereby levy a tax of 0.425 mill for the period of July 1, 2009 through June 30, 2010 on all real and personal taxable property in the City of Monroe, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the Port of Monroe.

Section 7. The City Council does hereby, at the request of the Lake Erie Transportation Commission, levy a tax of .6826 mill for the period of July 1, 2009 through June 30, 2010 on all real and personal taxable property in the City of Monroe, according to the valuation of the same. This tax is a voted millage that was approved by the electorate of the City of Monroe and is levied for the purpose of funding the operations of the Lake Erie Transportation Commission.

Section 8. The City Council does hereby approve the addition of a property tax administration fee of 1.0% on all taxes collected for the City of Monroe and for taxes collected for all other taxing units.

Section 9. The City Council does with the adoption of this ordinance approve the following fee increases, effective July 1, 2008, to support the budget for the period July 1, 2008 through June 30, 2009.

<u>SERVICE</u>	<u>CURRENT FEE</u>	<u>NEW FEE JULY 1, 2009</u>
WASTEWATER COMMODITY RATE	\$ 2.173	\$ 2.38
WASTEWATER ADMINISTRATION FEE	\$ 12.74	\$ 13.02

Section 10. The City Manager is hereby authorized to make budgetary transfers within the appropriation centers established throughout this budget, and that all transfers between appropriations may be made only by further action of the City Council pursuant to Section 19.2 of the provisions of the Michigan Uniform and Budgeting Act. The City Manager may delegate this authority to the Finance Director.

Section 11. The Finance Director is hereby authorized to make budgetary transfers between appropriation centers at fiscal year end only to rebalance the budgets among appropriation centers. The Finance Director will report these transfers to the City Council.

Section 12. The City Council did give notice of the time and place when a public hearing would be held in conformity with the provisions of the City Charter.

Section 13. The City Manager did on or before the 1st day of April, prepare and furnish to the City Council a City Budget for the period of July 1, 2009 through June 30, 2010, as provided for in the City Charter, which budget was duly signed by the City Manager and is now on file.

Section 14. The City Council hereby approves the City Budget, containing the appropriations and levy of taxes for the period of July 1, 2009 through June 30, 2010 and all sums be paid into the several funds to which they belong and any ordinance or parts of ordinance in conflict with this ordinance are hereby repealed.

First Reading            April 6, 2009  
Public Hearing  
Second Reading  
Adoption



# CITY OF MONROE

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Office of City Manager

April 2, 2009

Honorable Mayor Worrell and Council Members:

In accordance with Section 120 of the Monroe City Charter the Fiscal Year 2009-2010 operating budget for the City of Monroe was respectfully submitted for Council's review, consideration, and approval. This budget was prepared in accordance with State of Michigan statutes, Monroe City Charter requirements and conforms to generally accepted accounting and budgeting principles. We believe that the information provided on each department along with goals, performance measures and accomplishments allows the reader to better understand the operations of the many departments that must come together to provide a high level of service to our citizens. The budget that is presented includes the projected budget for fiscal year 2008-2009 and the proposed operating budget for fiscal year 2009-2010. You will recall that the 2008-2009 General Fund budget as initially adopted amounted to \$19,154,575. The projected General Fund budget for fiscal year 2009 is now set at \$19,124,931. The expenditure budget exceeds the revenue budget by \$133,223 primarily due to items that were encumbered in fiscal year 2008 that were transferred to the 2009 budget.

The budget for the General Fund for 2010 is balanced without any use of General Fund Fund Balance or funds from the Budget Stabilization Fund as it has been recommended for adoption. The budget relies on additional personnel cost reductions to balance the budget. One weakness in the budget is the level of funding for the retiree health care liability. For the entire city budget, approximately \$2.8 million is budgeted for retiree health care. The actuarial study completed as of December 31, 2006 required a contribution of approximately \$4.8 million. We will need to begin stepping up to the full funding of this liability over the next 10 to 15 years. The budget for the General Fund for fiscal year 2010 includes expenditure requests in the amount of \$17,843,744 which is \$1,310,831 (6.8%) lower than the fiscal year 2009 adopted budget expenditures

This budget reflects another significant reduction in the number of full time positions budgeted compared to what was approved for the 2009 budget. These reductions are primarily due to unfilled vacancies, retirements, and resignations, but some layoffs are included. The total number of full-time employees budgeted will have been reduced from 205 to 175. The number of General Fund full-time employees will have been reduced from 132.75 to 111.50. The average cost of a General Fund, full-time employee is \$101,437, which includes wages and benefits. If funding for the unfunded retiree health care liability is removed the average cost is reduced to \$94,895. Reducing this average cost per employee in any substantial way will need to be accomplished through collective bargaining with the various unions representing employees of the City of Monroe.

The City Assessor has reported the taxable value of the City of Monroe at \$964,233,440. This represents a 5.1% decrease from 2009. Budgeted property tax revenue for the General Fund for fiscal year 2010, including the property tax administration fee, has declined by \$595,068. This reduction includes \$312,883 from the closure of the ACH plant and the associated taxable value losses. The budget as presented keeps the total millage levied by the City of Monroe at 15.549 mills. The operating millage for the General Fund for fiscal year 2009 is recommended to be levied at 13.676 mills. The Port of Monroe millage is recommended to remain the same at .425 mill, although the Port of Monroe requested that the millage be restored to .50 mill, where it was at for one fiscal year in 2006. The Refuse Fund millage is recommended to be decreased .037 mills, to 1.448 mills. This millage decrease is primarily due to the good bid received on the renewal of the refuse contract.

The City Council is being asked to establish the operating millage of the General Fund of the City at 13.676 mills for operating and capital expenditures and 1.448 mills for refuse collection. The Port of Monroe millage is established at .425 mills. The property tax administration fee of 1.0% is charged on all millages collected by the City.

### Special Revenue Funds

Special Revenue Funds are used to budget for revenue proceeds meant for specific purposes and are legally restricted to expenditures for those purposes. Ten funds are budgeted within the Special Revenue category.

The *Major Street Fund* is focused on high traffic volume streets. This fund's primary source of revenue is the State of Michigan Gas and Weight Tax, which has been flat or declining since FY2001.

The *Local Street Fund* is the less traveled, predominately residential roadways. This fund also receives revenue from the State of Michigan Gas and Weight Tax, but at a vastly reduced rate compared to major streets. We must often depend on other revenue sources such as transfers from the General Fund and Major Street Fund to adequately maintain the local streets. Each year we budget for reconstruction of city streets within these funds.

The *Refuse Fund* is utilized to handle solid waste pickup, including curbside pick up of recyclables and yard waste, street sweeping, and the purchase of bags for leaf collection. The City annually levies a dedicated millage to cover the costs associated with these services.

The *Parking Fund* maintains and funds capital improvements for the City's parking lots and provides for parking enforcement of all parking ordinances. Funds for this account are derived from meter revenue and parking fines.

The *Economic Development Fund* provides seed money for various development

projects or to provide local match for grant applications. The fund provided start-up resources to the Brownfield Redevelopment Authority. This fund is also used to account for the revenue and expenditure of major projects such as the Mason Run, Townes on Front Street, and the River Raisin Battlefield environmental response activities.

The *Building Safety Fund* was created when Public Act 245 of 1999 was signed into law. P.A. 245 requires that fees generated by the operation of the Building Department be used only for the operation of that department and should be accounted for in a separate fund. The overall decline of the housing industry has dramatically affected the financial operations of this fund.

The *Budget Stabilization Fund* was created by ordinance of the City Council in 1997. The fund was established to protect the future financial integrity of the City and to fund unanticipated nonrecurring events. Appropriation of funds available in the fund require a resolution or ordinance of the city council with a 2/3 vote of the members elected and serving. The potential uses of the funds are set by statute.

The *Drug Forfeiture Fund* revenues are derived from property forfeitures related to narcotic offenses. These funds, by law, can only be used for drug related law enforcement activities.

The *Grant Fund* is used to account for state and federal grants requiring special reporting requirements, generally segregation of funds, such as the Community Development Block Grant and Community Development Revolving Loan Fund.

The *Airport Fund* is the mechanism by which we track the operation of the airport, including work accomplished by DPS personnel such as snow plowing and grass mowing. We also use these funds as match money for state and federal grants for Airport Capital Improvement Projects.

### Enterprise Funds

The Enterprise Funds consist of the *Water, Raw Water Partnership, and Wastewater*. These funds must be accounted for and operated in the same manner as a private business. Revenues to operate these enterprises are derived from charges for services rendered. Besides normal operating costs there is the added burden of meeting environmental requirements which continue to increase the cost of doing business.

In the *Wastewater Fund* we will continue working on last year's capital projects and an additional \$916,500 in projects this year. Wastewater staff members have continued to pursue Council objectives for identifying economies and efficiencies in their operations. New investments in updated equipment and technology along with some reshaping of the organizational structure and responsibilities will result in long term cost reductions and enhanced operational efficiencies. Staffing for these operations will have been reduced by about three people.

The *Water Fund* has recently declined in the volume of water it is selling, which has caused a reduction in revenue. The Water Fund's capital improvements for fiscal year 2009 amount to \$6.85 million, with \$5.814 million of that amount being funded with a bonded debt issue through the State of Michigan's Drinking Water Revolving Fund. Efficiencies, updates and re-investments developed and implemented in Water Department operations over the past few years have resulted in long-term cost reductions, including staffing level reductions of about five people.

The *Raw Water Partnership* is an interlocal agreement with Frenchtown Charter Township that allows for the joint operation of the Lake Erie intake and treatment of water that is ultimately utilized for both systems potable water. Funds to operate come from both water systems' rates and are based upon gallons of water utilized.

### Internal Service Funds

Internal Service Funds include *Stores and Equipment*, *Information Systems*, *Employee Benefit*, *Post-Retirement Health Care*, and *Insurance*. This group of funds provides service to other funds within the city.

The *Stores and Equipment Fund* rents and maintains cars, trucks and other equipment for the use of departments within the City. Revenue to operate this fund comes from equipment rental rates. In the past, the fund struggled to generate enough rental income to finance its operations in part because of high personnel overhead. With reductions in personnel overhead, brought about through implementation of the Operations Study recommendations, and more focus on efficient reshaping of this function, we intend to bring this fund into long term balance. The fund will begin to manage more of the city's cars and trucks as the operations of the fund are reshaped. For fiscal year 2010, the Police Department's vehicles will come under the management of the Stores and Equipment operation.

The *Information Systems Fund* ensures that all computer equipment purchased is compatible and that staff is properly trained. Revenue from this fund comes from rental rates from various departments based upon various cost allocation methods. The IT function is supervised by the Finance Director and the staffing of the function is provided by Monroe County through a contractual agreement.

The *Employee Benefit Fund* handles all of the City's employment related insurance requirements including health care, workers compensation and long term disability, as well as termination pay. Departments are charged for their costs based upon their number of personnel and premiums charged per employee. The fund then bids out the insurance for the entire city and covers all of the associated costs. Termination pay is a long-term liability that we are funding annually. The liability is slowly being eliminated through collective bargaining and the elimination of the benefit.

The *Insurance Fund* is used to account for general property and liability insurance requirements. Each fund contributes to the Insurance Fund based upon their experience

and the Insurance Fund secures coverage for the entire city.

*The Post-Retirement Health Care Fund* was established to fund future and present retiree health care costs. In accordance with State law the City is now investing funds for future retirees, utilizing the City's Pension Board as fiduciary. Funding for retiree health care costs is based on a percentage of payroll for each city employee. The City is significantly underfunding the liability. The 2010 budget includes approximately \$2.8 million in funding for the benefit. The annual required contribution (ARC) as calculated by an actuary is \$4.8 million.

#### Debt Service Fund

The *Debt Service Fund* is used to account for the retirement of various bond issues. The statutory debt limit by law is 10% of our State Equalized Value. At the present time the City does not have any general obligation bonds outstanding to be accounted for in this fund. From a debt perspective the City of Monroe is in excellent financial health.

#### Capital Project Fund

The *Capital Project Fund* is used to account for capital projects, which are large ticket items (at least \$10,000) and have a useful life of five years or more. The Capital Improvement Project budget was adopted in February as a planning tool. Funding for Capital Projects come from a variety of sources including the General Fund, Major and Local Street Funds, Water and Wastewater Funds and State and Federal grants. The Capital Project budget as adopted by the City Council in February is included in this budget recommendation. As you will recall, the Council adopted a 09/10 General Fund, Capital Project Budget of \$809,710. This additional funding brings the General Fund within about \$108,000 of reaching the oft-stated goal of consistently including in the budget an annual, 1-mill General Fund capital investment.

#### Cemetery Fund

The *Cemetery Fund* is a trust fund that was established to deal with the recently acquired Woodland Cemetery and allows us to record the revenue and expenditures associated with the contractual arrangement with Roselawn Cemetery to maintain Woodland Cemetery.

#### Component Units

Component Units are a group of funds which are legally separate organizations for which the City has overall financial responsibility. This group of funds includes the *Downtown Development Authority*, *Port of Monroe*, and *Brownfield Redevelopment Authority*.

Department Heads and I were faced with a significant reduction in revenue due to taxable value reductions and reduced investment earnings. Personnel costs continue to

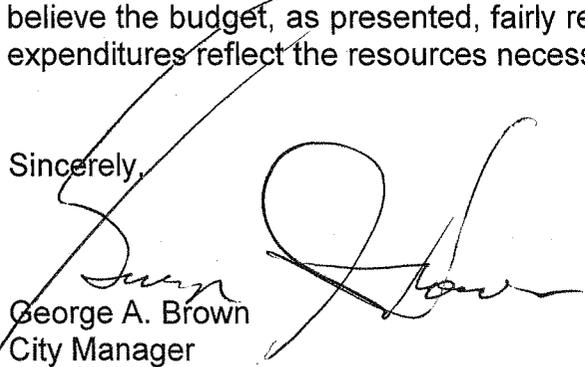
rise, primarily due to pension and retiree-health care costs. While this budget proposes to fund 175 full-time public service employees, there are now over 240 city employees drawing pension and health-care retirement benefits, for themselves and/or their spouses. The budget includes a regular (non-healthcare) pension contribution totaling \$1.484 million, with \$1.413 million of that amount being funded by the General Fund. Unfortunately, as a mature community, and due to the current economic situation in Michigan and the nation, we do not have sufficient new real property growth to offset reductions in revenue sources, as well as, increased operating costs. In partnership with the Mayor and Council, City Staff and I will continue to search for ways to reduce costs and improve services as we serve the citizens and customers in the coming years.

It is with pride that I mention one award and an accreditation received by the City of Monroe this year. These awards are something we can all be proud of and are clear indications of the teamwork and commitment to excellence exhibited by the staff.

- The Government Finance Officers Association of the United States and Canada (GFOA) has presented a "Certificate of Achievement for Excellence in Financial Reporting." This is the seventh time the City of Monroe has received this prestigious award. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.
- The Commission on Accreditation of Law Enforcement Agencies (CALEA) has reaccredited the Monroe Police Department. The CALEA program "provides a process to systematically conduct an internal review and assessment of a police agency's policies and procedures and make adjustments wherever necessary to meet a body of internationally accepted standards." The Monroe Police Department is one of a small handful of Michigan police departments that have achieved CALEA accreditation.

Department Heads are congratulated for their initiatives and effort required in preparing this budget, these efforts in these tough times are greatly appreciated. Monroe City Employees as a whole are also congratulated for their continued efforts to provide Monroe residents with high quality public services, during these extremely trying times. I believe the budget, as presented, fairly reflects a high level of service and the projected expenditures reflect the resources necessary to operate the City in the next fiscal year.

Sincerely,

  
George A. Brown  
City Manager

**GENERAL FUND  
FUND BALANCE TREND**

	Actual FY05-06	Actual FY06-07	Actual FY07-08	Amended Budget FY08-09	Projected Actual FY08-09	Budget Request FY09-10
<b>REVENUE:</b>						
<b>General Revenue:</b>						
General Government	\$ 16,250,971	\$ 16,570,864	\$ 17,402,416	\$ 16,485,370	\$ 16,462,267	\$ 15,789,579
<b>Service Revenue:</b>						
General Government	522,157	543,833	602,432	598,845	599,045	671,842
Public Safety	728,185	813,439	936,667	961,275	952,775	500,783
Public Works	19,346	22,145	29,032	22,500	40,500	40,500
Recreation & Culture	1,119,903	974,838	891,679	1,068,585	863,354	830,740
<b>Operating Grants:</b>						
Public Safety	37,213	10,803	56,952	76,673	73,767	10,300
<b>Capital Grants</b>						
Public Safety	14,271	405	-	-	-	-
<b>Total Revenue</b>	<b>18,692,046</b>	<b>18,936,327</b>	<b>19,919,178</b>	<b>19,213,248</b>	<b>18,991,708</b>	<b>17,843,744</b>
<b>Total Expenditures</b>	<b>18,910,212</b>	<b>18,715,181</b>	<b>19,927,724</b>	<b>19,355,523</b>	<b>19,124,931</b>	<b>17,843,744</b>
Excess (Deficiency) of Revenues over Expenditures	(218,166)	221,146	(8,546)	(142,275)	(133,223)	-
<b>Beginning Fund Balance</b>	<b>3,207,222</b>	<b>2,989,056</b>	<b>3,210,202</b>	<b>3,201,656</b>	<b>3,201,656</b>	<b>3,068,433</b>
<b>Ending Fund Balance</b>	<b>\$ 2,989,056</b>	<b>\$ 3,210,202</b>	<b>\$ 3,201,656</b>	<b>\$ 3,059,381</b>	<b>\$ 3,068,433</b>	<b>\$ 3,068,433</b>

**GENERAL FUND  
REVENUE DETAIL**

	Actual FY05-06	Actual FY06-07	Actual FY07-08	Amended Budget FY08-09	Projected Actual FY08-09	Budget Request FY09-10
<b>General Revenue</b>						
<b>General Government</b>						
Real Property Taxes	10,921,062	11,502,180	11,777,107	11,905,860	11,890,171	11,716,905
Tif Capture Real Property	-	(391,691)	(442,164)	(416,740)	(434,348)	(432,149)
Personal Property Taxes	1,452,363	1,390,800	1,472,365	1,310,000	1,346,796	1,088,090
Tif Capture-Personal Property	-	(15,030)	(12,242)	(4,800)	(10,145)	(9,360)
Industrial Facilities Tax	373,208	329,896	371,933	300,305	306,394	186,071
Payment In Lieu Of Taxes	28,398	27,802	27,569	28,000	27,600	27,600
Int & Pen Delinquent Taxes	63,408	74,742	104,761	75,000	90,000	90,000
Property Tax Admin Fee	308,405	466,793	480,780	500,000	460,935	450,000
Cab Driver Licenses	320	390	415	300	100	400
Vendor License	1,230	2,080	885	1,000	500	1,000
Zoning Permits	6,109	8,189	10,820	8,200	7,500	8,200
Other Licenses & Permits	-	50	-	-	-	-
State Rev Share-Sales Tax	2,139,543	2,114,941	2,066,280	2,075,000	2,075,000	2,077,360
State Rev Share-Liquor License	14,475	14,756	15,447	15,000	15,420	15,500
Interest On Investments	449,436	643,275	631,504	350,000	315,000	200,000
Rent-Land	6,830	3,167	3,087	3,000	4,493	4,500
Rent-Buildings	61,648	64,052	52,002	34,945	35,524	39,962
Franchise Fees	224,351	244,743	253,205	240,000	255,000	260,000
Right Of Way Fee	60,391	60,791	61,593	55,000	60,000	60,000
Sale Of Assets	351	10,423	2,571	5,000	7,791	5,000
Reimb-Utilities	105	37	-	-	-	-
Reimb-Other	449	185	172	300	8,500	500
Commissions-Telephone	79	-	-	-	-	-
Transfer In-Capital Projects	-	-	521,000	-	-	-
T/I-Information Systems Fund	150,000	10,000	-	-	-	-
Miscellaneous Revenue	(11,190)	8,293	3,326	-	36	-
<b>Total General Revenue</b>	<b>16,250,971</b>	<b>16,570,864</b>	<b>17,402,416</b>	<b>16,485,370</b>	<b>16,462,267</b>	<b>15,789,579</b>
<b>Service Revenue</b>						
<b>General Government</b>						
Witness Fees	144	261	163	200	-	-
Zoning Board Of Appeals Fees	900	4,500	5,000	4,500	2,500	4,500
Plans & Specifications Review	9,066	9,269	3,031	7,500	4,000	4,000
Gis Enhanced Access Fee	370	306	2,197	3,000	5,000	5,000
Admin Services-Water Fund	287,444	303,153	318,576	346,831	346,831	407,001
Admin Services-Wastewater Fund	181,734	182,170	193,980	210,823	210,823	198,896
Admin. Svc. - Building Safety	14,831	15,573	16,352	17,791	17,791	39,945
Duplicating Charge	1,048	3,101	1,273	1,600	1,300	1,500
Sales-Miscellaneous	1,495	505	794	600	600	600
Plans & Specifications Sales	-	-	36,909	-	2,000	2,000
Vending Commissions/Sales	-	-	-	-	1,200	2,400
Other Charges For Services	17,311	8,803	17,310	-	-	-
Penalties	-	184	656	1,000	2,000	1,000
Miscellaneous Revenue	7,814	16,008	6,191	5,000	5,000	5,000
<b>Total General Government</b>	<b>522,157</b>	<b>543,833</b>	<b>602,432</b>	<b>598,845</b>	<b>599,045</b>	<b>671,842</b>
<b>Public Safety</b>						
Excavation Permit	23,650	11,500	29,050	20,000	18,000	15,000
Police Liaison	67,184	76,086	69,542	80,000	70,000	70,000
Emergency Medical Service Fees	486,873	518,240	585,139	545,000	570,000	-
Accident Cost Recovery Fees	-	-	-	-	-	80,000
Fire Service Fees	-	-	-	-	-	50,000
Police/Fire Service-Water	-	-	92,904	99,525	99,525	91,783
Rental Housing Inspection	13,425	56,913	57,950	63,000	63,000	63,000
Quil Fines	5,162	11,248	9,265	11,250	11,250	10,000
Penal Fines	108,884	86,816	80,499	82,000	60,000	60,000
Civil Fines	60	700	300	500	1,000	1,000

	Actual FY05-06	Actual FY06-07	Actual FY07-08	Amended Budget FY08-09	Projected Actual FY08-09	Budget Request FY09-10
Rental Housing Insp Penalties	8,425	5,225	4,575	1,000	1,000	1,000
Zoning/Blight Fines	300	400	1,300	1,000	1,000	1,000
Reimb-Demolitions	7,123	37,346	-	50,000	50,000	50,000
Miscellaneous Revenue	7,099	8,965	6,143	8,000	8,000	8,000
<b>Total Public Safety</b>	<b>728,185</b>	<b>813,439</b>	<b>936,667</b>	<b>961,275</b>	<b>952,775</b>	<b>500,783</b>
<b>Public Works</b>						
Blight Pickup	3,404	6,890	8,557	6,000	12,000	12,000
Weed Cutting	5,762	4,891	3,666	6,000	15,000	15,000
Charges For Services-Banners	500	450	350	500	500	500
Miscellaneous Revenue	9,680	9,914	16,459	10,000	13,000	13,000
<b>Total Public Works</b>	<b>19,346</b>	<b>22,145</b>	<b>29,032</b>	<b>22,500</b>	<b>40,500</b>	<b>40,500</b>
<b>Recreation &amp; Culture</b>						
Skate Sharpening	8,037	9,969	9,708	-	9,500	9,862
Youth Ball Program	34,587	37,276	34,190	38,000	38,000	40,000
Adult Ball Program	88,745	78,356	52,225	80,000	50,000	50,000
Adult Volleyball	13,441	11,692	13,050	13,500	13,500	14,250
Youth Basketball	4,395	3,489	2,595	2,600	3,957	4,000
Track Program	1,385	540	335	625	625	625
Tennis Program	2,023	1,313	1,815	1,600	1,600	1,600
Skating Lessons	3,641	-	-	31,870	-	-
Sales-Concessions	117,688	91,407	66,079	107,214	58,560	63,889
Sales-Pro Shop	58,486	36,254	40,127	63,948	45,666	46,782
Sales-Miscellaneous	2,013	1,974	2,573	-	1,700	4,875
Admission-Swimming	15,355	18,576	14,419	19,000	14,419	15,000
Admission-Public Skating	29,339	25,025	19,314	28,870	12,096	25,720
Admission-Drop In Hockey	25,280	26,537	25,269	26,112	17,255	13,750
Admission-Sports Camp	38,303	52,949	100,597	46,386	54,285	54,025
Admission-Inflatables	-	-	-	-	9,500	46,000
Rent-Park Facilities	7,608	5,157	6,943	5,600	5,600	6,500
Rent-Ice Surface	620,100	523,953	462,189	542,000	494,116	352,262
Rent-Dry Floor	4,050	7,600	1,400	10,960	4,000	60,000
Rent-Meeting Room	1,461	-	-	12,500	-	-
Rent-Ice Skates	1,118	-	-	-	-	-
Rent-Lockers	54	-	-	-	-	-
Rent-Advertising Space	11,100	12,300	10,688	16,000	10,000	-
Commissions-Video Games	573	-	-	10,000	-	-
Commissions-Vending Machines	15,228	16,788	14,351	6,400	11,475	10,800
Miscellaneous Revenue	15,893	13,683	13,812	5,400	7,500	10,800
<b>Total Recreation &amp; Culture</b>	<b>1,119,903</b>	<b>974,838</b>	<b>891,679</b>	<b>1,068,585</b>	<b>863,354</b>	<b>830,740</b>
<b>Total Service Revenue</b>	<b>2,389,591</b>	<b>2,354,255</b>	<b>2,459,810</b>	<b>2,651,205</b>	<b>2,455,674</b>	<b>2,043,865</b>
<b>Operating Grants</b>						
<b>Public Safety</b>						
Fema Grant	32,298	-	28,907	66,173	63,267	-
Police Training-Act 302	4,915	10,803	28,045	10,500	10,500	10,300
<b>Total Operating Grants</b>	<b>37,213</b>	<b>10,803</b>	<b>56,952</b>	<b>76,673</b>	<b>73,767</b>	<b>10,300</b>
<b>Capital Grants</b>						
<b>Public Safety</b>						
Police Block Grant	7,814	-	-	-	-	-
Bulletproof Vest Grant	6,457	405	-	-	-	-
<b>Total Capital Grants</b>	<b>14,271</b>	<b>405</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total General Fund Revenue</b>	<b>18,692,046</b>	<b>18,936,327</b>	<b>19,919,178</b>	<b>19,213,248</b>	<b>18,991,708</b>	<b>17,843,744</b>

## GENERAL FUND EXPENDITURE DETAIL BY CLASSIFICATION

Description	Actual FY07-08	Budget FY08-09	Projected FY08-09	Requested FY09-10	Pct of Budget
<b>PERSONNEL</b>					
Full Time Salaries & Wages	8,144,323	7,032,862	6,844,526	6,204,765	34.77%
Part Time Salaries & Wages	287,547	314,773	362,723	331,239	1.86%
Overtime	894,942	646,162	719,512	593,862	3.33%
Overtime-Part-Time	219	-	33	-	0.00%
Shift Premium	30,858	31,000	28,000	31,000	0.17%
Uniform Cleaning Allowance	42,740	40,400	41,650	35,333	0.20%
Food Allowance	18,896	13,500	13,725	9,450	0.05%
Car Allowance	12,000	12,000	12,000	8,000	0.04%
Uniform Allowance	-	-	-	20,175	0.11%
Longevity	82,763	67,128	58,658	59,679	0.33%
Sick Pay Bonus	117,180	116,168	94,639	94,843	0.53%
On Call Bonus	1,000	1,000	1,000	1,500	0.01%
Team Callout Pay	3,600	3,600	3,360	3,360	0.02%
Retirement Termination Pay	162,000	167,000	167,000	14,684	0.08%
Holiday Pay	195,587	170,106	175,305	139,222	0.78%
Fees & Per Diem	21,299	28,400	21,700	31,200	0.17%
Proficiency Pay	177,476	137,350	140,967	109,250	0.61%
Waiver-Health Insurance	-	-	1,106	11,376	0.06%
Social Security	240,930	229,178	209,813	197,906	1.11%
Medicare	120,827	110,903	108,699	103,248	0.58%
Life Insurance	40,385	33,301	31,811	28,093	0.16%
Disability Insurance	2,702	2,472	2,263	2,045	0.01%
Workers' Comp Insurance	149,102	142,141	135,633	133,929	0.75%
Medical Insurance	1,182,609	1,175,099	1,163,296	989,533	5.55%
Flexible Benefit Plan	689	3,300	437	480	0.00%
Prescription Insurance	406,852	273,409	228,678	106,118	0.59%
Dental Insurance	138,705	95,194	91,408	92,617	0.52%
Post Retirement Health Care	1,697,105	1,858,656	1,807,954	1,863,313	10.44%
Pension Contribution	1,368,725	1,359,565	1,356,027	1,413,621	7.92%
Deferred Compensation	4,923	5,422	5,422	5,325	0.03%
<b>PERSONNEL</b>	<b>15,545,984</b>	<b>14,070,089</b>	<b>13,827,345</b>	<b>12,635,166</b>	<b>70.81%</b>
<b>Supplies</b>					
Office Supplies	39,416	39,900	35,360	36,985	0.21%
Office Supplies - Rhi	429	500	500	500	0.00%
Copies	5,537	6,600	6,200	6,400	0.04%
Postage	22,327	31,350	26,300	30,950	0.17%
Postage - Rhi	-	600	600	600	0.00%
Operating Supplies	181,165	214,206	212,850	209,800	1.18%
Operating Supplies - Vehicles	129,772	108,500	106,000	21,000	0.12%
Ammunition	18,772	17,595	17,595	15,000	0.08%
Uniforms/Clothing	47,574	53,500	50,000	31,900	0.18%

Description	Actual FY07-08	Budget FY08-09	Projected FY08-09	Requested FY09-10	Pct of Budget
Quarters Supplies	6,992	5,200	4,500	5,200	0.03%
Safety Equipment	2,114	2,500	2,500	2,500	0.01%
Fire Prevention Supplies	3,580	4,000	4,000	4,000	0.02%
Medical Supplies	18,071	17,000	13,000	12,000	0.07%
De-Icing Agent	3,977	4,000	4,000	4,000	0.02%
Crime Prevention Supplies	2,039	2,500	2,500	2,500	0.01%
<b>SUPPLIES</b>	<b>481,765</b>	<b>507,951</b>	<b>485,905</b>	<b>383,335</b>	<b>2.15%</b>
<b>OTHER OPERATING</b>					
Mileage	612	1,070	970	870	0.00%
Planting Materials	2,417	1,100	3,500	3,000	0.02%
Vending Supplies	-	-	1,200	2,400	0.01%
Repair & Maint Supplies	23,087	22,100	20,100	22,000	0.12%
Resale Merch - Pro Shop	30,218	35,000	35,000	25,529	0.14%
Resale Merch - Concessions	31,484	30,000	30,000	25,637	0.14%
Info Sys User Fee	165,229	148,966	148,966	194,221	1.09%
Legal Services	156,425	146,000	276,000	212,000	1.19%
Actuarial Services	6,250	6,000	7,000	6,000	0.03%
Audit Services	35,544	38,165	38,165	38,165	0.21%
General Contract Services	199,676	302,190	350,437	316,900	1.78%
Billing Service	50,066	49,050	45,600	4,000	0.02%
Demolition Service	18,277	50,000	50,000	50,000	0.28%
Personnel	441,298	430,000	430,000	430,000	2.41%
Employee Physicals	5,890	4,000	4,000	4,000	0.02%
Contractual - Ptax Sharing	4,809	4,730	5,951	5,400	0.03%
Witness Fees	427	675	200	200	0.00%
Civil Service Commission	12,977	30,000	15,000	15,000	0.08%
Telephone	70,505	74,681	62,441	62,770	0.35%
Training & Travel	86,713	86,700	77,190	67,050	0.38%
Prisoner Transfer	136	360	360	360	0.00%
Tuition Reimbursement	20,121	26,495	26,496	15,000	0.08%
Recruiting	592	2,000	1,000	1,000	0.01%
Community Promotion	21,186	26,022	26,300	23,650	0.13%
Awards & Gifts	5,104	7,000	5,200	4,700	0.03%
Michigan Week Activities	144	1,500	500	500	0.00%
Publishing/Advertising	47,135	49,500	46,300	44,200	0.25%
Insurance Premium	194,573	296,000	286,000	292,000	1.64%
Unemployment Insurance	5,000	5,000	7,678	15,000	0.08%
Electric	246,312	258,000	249,070	203,450	1.14%
Street Lighting	347,357	393,000	407,000	400,000	2.24%
Gas	127,724	171,000	185,000	136,350	0.76%
Water & Wastewater	19,747	19,200	22,400	22,900	0.13%
Maintenance - Buildings	91,616	107,000	103,000	102,860	0.58%
Maintenance - Equipment	26,742	33,700	29,400	33,915	0.19%
Maintenance - Vehicles	64,907	57,500	56,500	19,000	0.11%
Maintenance - Radios	6,987	10,500	9,500	8,500	0.05%
Maintenance - Office Equipment	8,358	13,450	12,150	12,300	0.07%
Rental-Vehicle	66,222	65,249	64,918	304,320	1.71%

Description	Actual FY07-08	Budget FY08-09	Projected FY08-09	Requested FY09-10	Pct of Budget
Rental-Building	510,872	521,760	536,640	523,767	2.94%
Rental-Equipment	345,820	298,832	273,030	257,586	1.44%
Miscellaneous Expense	8,155	15,000	15,000	15,000	0.08%
Property Taxes	2,120	2,700	2,700	2,700	0.02%
Licenses, Fees & Permits	10,530	13,392	11,798	23,285	0.13%
Reference Material	14,213	17,900	13,750	12,780	0.07%
Memberships & Dues	32,849	38,560	35,054	32,400	0.18%
Michigan Municipal League	6,917	7,195	7,281	7,500	0.04%
Semcog	1,535	3,500	2,763	2,845	0.02%
City Share Sad	1,891	3,000	2,274	3,000	0.02%
Refund - Bor Settlement	341,680	40,000	30,000	40,000	0.22%
Program Exp-Sports Complex	30,000	20,000	20,000	20,000	0.11%
Program Exp-Hockey	24,156	22,000	22,000	20,000	0.11%
Grant-Lesow Comm Ctr	155,500	155,500	155,500	150,000	0.84%
Grant-Mpact	126,603	120,000	127,500	130,000	0.73%
Grant-Monroe Cnty Library Sys	68,500	70,600	70,600	68,800	0.39%
Contingencies	-	150,000	25,000	180,000	1.01%
Reservation - COPS Grant 4th Year	-	-	-	72,877	0.41%
<b>OTHER OPERATING</b>	<b>4,323,208</b>	<b>4,502,842</b>	<b>4,491,382</b>	<b>4,687,687</b>	<b>26.27%</b>
<b>CAPITAL OUTLAY</b>					
Land	907	-	-	-	0.00%
Operating Equipment	67,353	114,362	114,362	41,000	0.23%
Office Equipment & Furniture	1,989	300	-	-	0.00%
Vehicles	102,481	216,814	193,865	-	0.00%
<b>CAPITAL OUTLAY</b>	<b>172,730</b>	<b>331,476</b>	<b>308,227</b>	<b>41,000</b>	<b>0.23%</b>
<b>FORCE LABOR &amp; EXPENDITURE CREDITS</b>					
F/L Construction	-	512,601	507,733	455,434	2.55%
Exp Cr-General Fund Departments	-	(512,601)	(507,733)	(455,434)	-2.55%
Exp Cr-Major Street Fund	(383,238)	(342,550)	(282,733)	(266,900)	-1.50%
Exp Cr-Local Street Fund	(402,767)	(363,700)	(385,152)	(337,000)	-1.89%
Exp Cr-Refuse Fund	(100,649)	(130,000)	(130,000)	(140,000)	-0.78%
Exp Cr-Parking Fund	(4,062)	(17,500)	(17,500)	(17,500)	-0.10%
Exp Cr-Grant Fund	(49,271)	(50,000)	(50,000)	(56,500)	-0.32%
Exp Cr-Airport Fund	(13,786)	(12,000)	(7,000)	(7,000)	-0.04%
Exp Cr-Capital Project Fund	(86,769)	(86,000)	(83,556)	(70,000)	-0.39%
Exp Cr-Wastewater Fund	(63,891)	(64,500)	(16,654)	(44,000)	-0.25%
Exp Cr-Water Fund	(218,132)	(223,400)	(147,025)	(181,000)	-1.01%
Exp Cr-Stores & Equipment Fund	-	-	-	(5,000)	-0.03%
Exp Cr-Expendable Trust Fund	(11,378)	(7,000)	(1,000)	(4,000)	-0.02%
Exp Credit - Chargeback	26,000	-	-	-	0.00%
<b>FORCE LABOR &amp; EXP. CREDITS</b>	<b>(1,307,943)</b>	<b>(1,296,650)</b>	<b>(1,120,620)</b>	<b>(1,128,900)</b>	<b>-6.33%</b>
<b>DEBT SERVICE</b>					
Principal-City Hall	35,858	76,850	37,450	80,513	0.45%
Principal-Fire	133,690	139,250	139,250	145,042	0.81%
Interest-Adv From Other Funds	42,888	42,888	42,888	42,888	0.24%

Description	Actual FY07-08	Budget FY08-09	Projected FY08-09	Requested FY09-10	Pct of Budget
Interest - City Hall	19,509	35,648	17,918	36,955	0.21%
Interest-Fire	20,191	14,806	14,806	9,014	0.05%
<b>DEBT SERVICE</b>	<b>252,136</b>	<b>309,442</b>	<b>252,312</b>	<b>314,412</b>	<b>1.76%</b>
<b>OPERATING TRANSFERS</b>					
Transfer Out-Local St	108,967	626,880	626,880	593,844	3.33%
Transfer Out-Airport Fund	13,786	12,000	7,000	7,000	0.04%
Transfer Out-Debt Service	20,000	20,000	20,000	17,700	0.10%
Transfer Out-Capital Project	270,891	249,193	204,200	269,500	1.51%
Transfer Out - Stores & Equipment	25,000	-	-	-	0.00%
Transfer Out-Cemetery	21,200	22,300	22,300	23,000	0.13%
<b>OPERATING TRANSFERS</b>	<b>459,844</b>	<b>930,373</b>	<b>880,380</b>	<b>911,044</b>	<b>5.11%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>19,927,724</b>	<b>19,355,523</b>	<b>19,124,931</b>	<b>17,843,744</b>	<b>100%</b>

## GENERAL FUND EXPENDITURE DETAIL BY DEPARTMENT

Department Name	Actual FY07-08	Budget FY08-09	Projected FY08-09	Requested FY09-10	Pct of Budget
Mayor And Council	129,518	143,478	138,307	131,415	0.73
City Manager	302,434	261,588	250,666	256,922	1.43
Professional Legal Consultants	62,402	20,000	4,000	5,000	0.03
Elections	31,125	30,970	23,938	38,970	0.22
Clerk/Treasurer	446,459	414,784	387,795	375,472	2.10
Assessor'S Office	332,968	315,021	316,414	330,537	1.84
Board Of Review	1,062	1,400	1,400	1,400	0.01
Attorney'S Office	172,091	246,182	203,050	135,581	0.76
Audit	35,544	38,165	38,165	38,165	0.21
Finance	337,572	356,168	351,869	353,042	1.97
Human Resources	308,831	317,978	372,464	299,304	1.67
Engineering	164,559	390,882	305,157	329,323	1.84
Police	5,702,324	5,480,572	5,611,275	5,423,049	30.27
Police Training	21,085	10,500	10,500	10,300	0.06
Liquor Law Enforcement	7,330	18,450	17,950	15,500	0.09
Fire	5,092,383	4,187,562	4,188,459	3,361,557	18.76
Dps General Operations	1,417,346	1,319,686	1,438,347	1,313,588	7.33
Forestry	595,671	487,122	437,279	389,591	2.17
Parks & Playgrounds	-	324,160	351,685	331,373	1.85
City Hall/Grounds	289,280	279,433	263,029	275,627	1.54
Planning Commission	3,735	8,650	7,564	8,500	0.05
Community Development	238,037	237,336	179,593	164,962	0.92
Historical District Commission	1,604	4,600	3,900	2,000	0.01
Zoning/Ordinance Enforcement	234,772	245,478	241,878	162,960	0.91
Administration & General	219,039	200,521	203,560	206,888	1.15
Parks & Playgrounds	293,236	-	-	-	0.00
Multi-Sports Complex	1,416,601	1,461,360	1,461,360	1,351,693	8.35
Parks And Rec. Programs	171,524	187,866	191,166	189,271	1.06
Non-Departmental	879,497	672,584	655,757	557,509	3.10
City Grant	350,603	346,100	353,600	348,800	1.95
Contingencies	-	150,000	25,000	252,877	1.00
Debt Administration	229,248	286,554	229,424	289,224	1.61
Transfers Out	439,844	910,373	860,380	893,344	4.99
<b>Total</b>	<b>19,927,724</b>	<b>19,355,523</b>	<b>19,124,931</b>	<b>17,843,744</b>	<b>100.00</b>



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Ordinance 09-004, an ordinance to amend Section 658.07 Minor's Curfew.

**DISCUSSION:** The proposed ordinance modified the City's juvenile curfew ordinance by raising the ages of the juveniles that the night time curfews apply to and imposing a new school hours curfew for children subject to mandatory school attendance. Under the present ordinance, the curfew for children twelve and under is 10:00 PM, the curfew for children aged thirteen through fifteen is midnight, and there is no curfew for sixteen year olds. Under the proposed ordinance, the curfew for children under sixteen years of age would be 10:00 PM and sixteen year olds would have a midnight curfew. Exemptions in the current ordinance for juveniles who are in the performance of errands for their parents or guardians or returning from lawful employment remain in the new ordinance.

The school hours curfew applies to juveniles who are subject to mandatory school attendance and are absent from school or subject to school disciplinary suspension. It exempts children who are accompanied by a parent, adult chaperone, guardian or other person having legal custody of the child. Home schooled children could only be subject to this portion of the ordinance based on a complaint from a parent or guardian.

Prior to proposing this ordinance, input was received from residents, businesses, and the school district. The Police Department feels that the evening curfew changes proposed are more age appropriate. Furthermore, the school hours curfew would prohibit children who are skipping school or suspended from school from wandering the streets and would remove some of the incentive to skip school. Currently, children sixteen years of age and under are subject to mandatory school attendance.

The Police Department recommends that Ordinance No. 09-004, an Ordinance to amend Section 658.07, Minors' Curfew, of the Codified Ordinances of the City of Monroe, be placed on the floor for its first reading on April 6, 2009, and that the public hearing, second reading and anticipated passage of the Ordinance be scheduled for April 20, 2009.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** N/A

**REASON FOR DEADLINE:** N/A

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** Monroe Police Department

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:**

## FINANCES

**COST AND REVENUE PROJECTIONS:**

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

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** John Michrina, Chief of Police

**DATE:** March 23, 2009

**REVIEWED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COUNCIL MEETING DATE:** April 6, 2009

**ORDINANCE NO. 09-004**

1 An Ordinance to amend Section 658.07, Minors' Curfew, of the Codified  
2 Ordinances of the City of Monroe.

3 **THE CITY OF MONROE ORDAINS.**

4 SECTION 1. AMENDMENT OF SECTION 658.07 OF THE CODIFIED  
5 ORDINANCES.

6 Section 658.07 shall be amended to read as follows:

7 658.07 MINORS' CURFEW.

8 (a) Establishment.

9 (1) No person under ~~42~~ 16 years of age shall be or remain in or upon the  
10 streets, alleys or public places in the City between 10:00 p.m. and 6:00  
11 a.m. of the following day unless such person is accompanied by a parent,  
12 adult chaperone, guardian or other legal custodian of such minor person.

13 (2) No person ~~under~~ 16 years of age shall be or remain in or upon the streets,  
14 alleys or public places in the City between 12:00 midnight and 6:00 a.m.  
15 unless such person is accompanied by a parent, adult chaperone,  
16 guardian or other person having legal custody of such minor person.

17 (3) No person subject to compulsory school attendance, or absent from  
18 school for a school mandated disciplinary reason, shall be or remain in or  
19 upon the streets, alleys, or public places within the City except in  
20 attendance at school or at the person's place of residence, during the  
21 hours that person is required to be in attendance at school as required by  
22 law, unless such person is accompanied by a parent, adult chaperone,  
23 guardian or other person having legal custody of such a minor person.

24           (34) It shall not be deemed a violation of this section for a person under the  
25                    age of ~~46~~ 17 years to be on the streets, alleys or public places while in the  
26                    performance of an errand for his or her parent or guardian, or promptly  
27                    returning from lawful employment.

28 (b) Parental Responsibility. No parent, guardian or other person having legal care  
29                    and custody of any person under ~~46~~ 17 years of age shall allow or permit any  
30                    such child, ward or other person under such age, while in his or her legal  
31                    custody, to go or be in or upon any of the streets, alleys or public places in the  
32                    City within the times prohibited in this section unless there exists a reasonable  
33                    necessity therefor.

34 (c) Enforcement.

35           (1) Each member of the Police Force, while on duty, is authorized to take into  
36                    custody any child found violating any of the provisions of this section.

37           (2) The officer taking the child into custody shall investigate whether the child  
38                    was in the streets, alleys and public places by a parent's or guardian's  
39                    orders, or with the permission of the parents or guardians, and, if so,  
40                    whether there was reasonable necessity therefor. If, after conducting said  
41                    investigation, it is reasonably determined or found that the child was in the  
42                    streets, alleys and public places with the parent's or guardian's orders or  
43                    permission, and there was no reasonable necessity therefor, the officer  
44                    shall file a complaint and warrant for the arrest of the parent or guardian  
45                    for violating this section, and the parent or guardian shall be subject to the  
46                    penalty provided for in Section 658.99.

47 (d) Incurable Children. If, after an investigation by the officer taking a minor child  
48                    into custody, as provided in Paragraph (c)(1) hereof, it is found that the child is

49 incorrigible or willfully absents himself or herself from home and that the parents  
50 are unable to control such child, then an appropriate complaint shall be filed with  
51 the proper authorities under the juvenile laws of the State.

52 SECTION 2.            SAVINGS CLAUSE.

53 All proceedings pending and all rights and liabilities existing, acquired or incurred  
54 under Section 658.07 of the Codified Ordinances of the City of Monroe, at the time this  
55 ordinance takes effect are saved and may be consummated according to the law in  
56 force when they are/were commenced.

57 SECTION 3.            SEVERABILITY.

58 The various parts, portions, sections and clauses of this Ordinance are hereby  
59 declared to be severable. If any part, sentence, paragraph, section, phrase or clause is  
60 adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder  
61 of the Ordinance shall not be affected thereby.

62 SECTION 4.            EFFECTIVE DATE.

63 This Ordinance shall become effective 20 days after its passage and publication.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Ordinance 09-005: An ordinance to amend various sections of the Codified Ordinance of Monroe, Michigan relating to the elimination of the Fire Marshal designation and the regulations for Open Burning in the City of Monroe.

**DISCUSSION:** The proposed Ordinance as presented for Mayor and Council's review and consideration. This ordinance amends various sections of the Codified Ordinances relating to the elimination of the Fire Marshal position, and it amends the International Fire Code to allow for open burning with the approval of the Fire Chief and City Council

This ordinance is placed on the agenda for its' first reading on Monday, April 6, 2009; with a public hearing, second reading and anticipated passage on Monday, April 20, 2009.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** N/A

**REASON FOR DEADLINE:** N/A

**STAFF RECOMMENDATION:**       For       Against

**REASON AGAINST:** N/A

**INITIATED BY:** Joseph Mominee, Chief of Fire

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Fire Department.

## **FINANCES**

<b><u>COST AND REVENUE PROJECTIONS:</u></b>	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

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** tly

**DATE:** 4/2/09

**REVIEWED BY:** Joseph Mominee, Chief of Fire

**DATE:** 4/2/09

**COUNCIL MEETING DATE:** Monday, April 6, 2009

**ORDINANCE 09-005**

1 An Ordinance to amend various sections of the Codified Ordinances of the City of  
2 Monroe relating to the elimination of Fire Marshal designation and the regulations for Open  
3 Burning.

4 **THE CITY OF MONROE ORDAINS:**

5 Section 1: Repeal of Section 676.06, Burning Leaves.

6 Section 676.06, Burning Leaves, is repealed in its entirety.

7 ~~676.06 BURNING LEAVES.~~

8 ~~Notwithstanding any provision restricting the burning of leaves, the Mayor and Council~~  
9 ~~may grant a period of time, by resolution, where only leaves may be burned on open fires or in~~  
10 ~~appropriate containers, under the following conditions and rules:~~

11 ~~(a) Leaves shall not be burned on pavement, concrete or asphalt, or on sidewalks, alleys~~  
12 ~~or streets.~~

13 ~~(b) Leaves shall not be burned on public property.~~

14 ~~(c) Leaves shall be burned only at safe distances from existing buildings and structures.~~

15 ~~(d) A burning or smoldering leaf pile shall be attended by a responsible person at all~~  
16 ~~times.~~

17 ~~(e) Leaf fires shall not be started or maintained in times of excessive wind.~~

18 Section 2: Amendment of Section 628.01, False Reporting Prohibited.

19 Section 628.01, False Reporting Prohibited, is amended to read as follows:

20 **628.01 FALSE REPORTING PROHIBITED.**

21 It shall be unlawful for any person to intentionally and knowingly make a false report of a  
22 violation of any ordinance of the City of Monroe to any police officer, ~~fire marshal~~ firefighter,  
23 enforcement officer or other authorized city official responsible for the enforcement of said  
24 ordinance.

25 Section 3: Amendment to Section 1610.02, Enforcing Officer.

26 Section 1610.02, Enforcing Officer, is amended to read as follows:

27 **1610.02 ENFORCING OFFICER.**

28 (a) The International Fire Code, as adopted and amended in this chapter, shall be generally  
29 administered and enforced by the ~~Fire Marshal~~ Chief of Fire, or his or her designee, in the  
30 Fire Department of the City of Monroe ~~under the supervision of the Chief of the Fire~~  
31 ~~Department, unless otherwise specified. Any section of the International Fire Code which~~  
32 ~~authorizes the Chief of Fire to act as administrator or enforcer may be equally~~  
33 ~~administered or enforced by the Fire Marshall.~~ The ~~Fire Marshall~~ Chief of Fire, or his or  
34 her designee, shall exercise the powers and perform the duties of fire prevention engineer  
35 as set forth in International Fire Code. The ~~Fire Marshall~~ Chief of Fire, or his or her  
36 designee, shall have the powers of a police officer in performing his or her duties under  
37 the International Fire Code.

38 (b) When requested by the ~~Fire Marshall~~ or the Chief of Fire, the Chief of Police is  
39 authorized to assign such available police officers as are necessary to assist the Fire  
40 Department in enforcing the provisions of the International Fire Code.

41 Section 4: Amendment to Section 1610.05, Appeals.

42 Section 1610.05, Appeals, is amended to read as follows:

43 **1610.05 APPEALS.**

44 Whenever the Chief of Fire, or his or her designee, ~~or the Fire Marshal~~, disapproves an  
45 application for a permit required by this code, or when it is claimed that the provisions of the  
46 International Fire Code do not apply or that the true intent and meaning of the International Fire  
47 Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision  
48 of the Chief of Fire, or his or her designee, ~~or the Fire Marshal~~, to the City Council of the City of  
49 Monroe within thirty days from the date of the decision appealed.

50 Section 4: Amendment to Section 1610.04, Amendments.

51 Section 1610.04, Amendments, is amended as follows:

52 **1610.04 AMENDMENTS.**

53 The 2006 edition of the International Fire Code, with Standards and Appendices, as  
54 adopted in Section 1610.01, is amended, as follows:

55 A. Section 101 - General.

56 1. Section 101.1, shall be amended to read as follows:

57 101.1 Title. These regulations shall be known as the Fire Code of the City of  
58 Monroe, Michigan, hereinafter referred to as, "this code."

59 B. Section 109 - Violations.

60 1. Section 109.3 Violation penalties shall be amended to read as follows:

61 109.3 Violation penalties. Persons who shall violate a provision of this code or  
62 shall fail to comply with any of the requirements thereof or who shall erect,  
63 install, alter, repair or do work in violation of the approved construction  
64 documents or directive of the fire code official, or of a permit or certificate used  
65 under provisions of this code, shall be guilty of a misdemeanor, punishable by a  
66 fine of not more than \$500 or by imprisonment not exceeding ninety days, or both  
67 such fine and imprisonment. Each day that a violation occurs or continues  
68 constitute a separate offense and shall be subject to the penalties or sanctions  
69 provided herein as a separate offense.

70 C. Section 111 - Stop Work Order.

71 1. Section 111.4 Failure to comply is amended to read as follows:

72 **111.4 Failure to comply.** Any person who shall continue any work after having  
73 been served with a stop work order, except such work as that person is directed to  
74 perform to remove a violation or unsafe condition, shall be guilty of a

75                   misdemeanor, punishable by a fine of not more than \$500 or by imprisonment not  
76                   exceeding ninety days, or both such fine and imprisonment. Each day that a  
77                   violation occurs or continues constitute a separate offense and shall be subject to  
78                   the penalties or sanctions provided herein as a separate offense.

79   D.     Section 307 - Opening Burning and Recreational Fires.

80           1.     Section 307 Open Burning and Recreational Fires is amended to read as follows:

81                   **307.1 Open Burning.** ~~Except as provided in Section 676.06 of the~~  
82                   ~~Codified Ordinances,~~ Except with the express approval of City Council  
83                   and the Chief of Fire, or his or her designee, open burning is prohibited  
84                   within the City of Monroe. Approval shall be accordance with the  
85                   guidelines established by the Chief of Fire, which shall include a schedule  
86                   of fees and costs as well as insurance and indemnification requirements.

87                   **307.2 Containers For Open Burning.** No person shall use, or possess  
88                   with intent to use, a container determined by the ~~Fire Marshal~~ Chief of  
89                   Fire, or his or her designee, to be for open burning. ~~, except as otherwise~~  
90                   ~~provided in Section 676.06 of the Codified Ordinances.~~ Such container  
91                   shall be removed from the premises at the direction of the ~~Fire Marshal~~  
92                   Chief of Fire, or his or her designee.

93   E.     Section 609 - Commercial Kitchen Hoods.

94           1.     Section 609 shall be amended by adding Section 609.3 which shall read:

95                   **609.3 Type of System.** The system used for the protection of commercial-  
96                   type cooking equipment shall be either a system listed for application with  
97                   such equipment or an automatic fire-extinguishing system that is  
98                   specifically designed for such application.

99                   **609.3.1 Systems.** Systems shall be installed in accordance with the  
100 Mechanical Code, their listing and the manufacturer's instruction. Other  
101 systems shall be of an approved design and shall be of one of the  
102 following types:

- 103                   (1) Automatic sprinkler system.
- 104                   (2) Dry-chemical extinguishing system.
- 105                   (3) Carbon dioxide system.
- 106                   (4) Wet chemical extinguishing system.

107                   **609.3.2 UL 300 or equivalent.** All commercial cooking systems shall be  
108 UL 300 listed systems or their equivalent.

109 F. Section 903 - Automatic Sprinkler Systems.

110                   1. Section 903.3 Installation requirements shall be amended to read as follows:

111                                 **903.3 Installation requirements.** Automatic sprinkler systems shall be  
112 designed and installed in accordance with Sections 903.3.1 through  
113 903.3.8.

114                   2. Section 903.3.8 shall be added to Section 903 to read as follows:

115                                 **903.3.8 Approval and Testing.** Automatic sprinkler systems shall be  
116 installed by the owner or contractor of a building in the following manner:

- 117                                 (1) Submission of sprinkler plans to an approved independent agency  
118 specializing in sprinkler plans for review for the purpose of  
119 analyzing the design and capabilities of the system at the owner's  
120 or contractor's expense;
- 121                                 (2) Submission of a technical opinion and written report to the  
122 Building Official and the ~~Fire Marshal~~ Chief of Fire, or his or her

123 designee, for their review along with copies of the plan and  
124 specifications;

125 (3) Temporary permit issued upon joint approval of the Building  
126 Official and the ~~Fire Marshal~~ Chief of Fire, or his or her designee;

127 (4) Required testing to be completed in the presence of the ~~Fire~~  
128 ~~Marshal~~ Chief of Fire, or his or her designee; and

129 (5) Final approval for use approved upon satisfactory testing results  
130 and the satisfactory completion of any other conditions specified  
131 by the Building Official and/or the ~~Fire Marshal~~ Chief of Fire, or  
132 his or her designee.

133 G. Section 3308 - Fireworks Display.

134 1. Section 3308.2 Permit Application shall be amended to read as follows:

135 **3308.2 Permit Application.** Prior to issuing permits for fireworks display,  
136 plans for the display, inspections of the display site, and demonstrations of  
137 the display operations shall be approved by the Fire Chief of the City of  
138 Monroe or his/her designee.

139 Section 5: Amendment to Section 1610.05, Appeals.

140 Section 1610.05, Appeals, is amended to read as follows:

141 **1610.05 APPEALS.**

142 Whenever the Chief of Fire, or his or her designee, ~~or the Fire Marshal~~, disapproves an  
143 application for a permit required by this code, or when it is claimed that the provisions of the  
144 International Fire Code do not apply or that the true intent and meaning of the International Fire  
145 Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision  
146 of the Chief of Fire, or his or her designee, ~~or the Fire Marshal~~, to the City Council of the City of  
147 Monroe within thirty days from the date of the decision appealed.

148 Section 6. Saving Clause.

149 (a) All proceedings pending and all rights and liabilities existing, acquired or incurred  
150 under Sections 628.01, 1610.02, 1610.04 and 1610.05 of the Codified Ordinances of the City of  
151 Monroe, at the time this ordinance takes effect are saved and may be consummated according to the  
152 law in force when they are/were commenced.

153 (b) This ordinance shall not be construed to affect any action pending or initiated  
154 before the effective date of this ordinance in accordance with the rights and liabilities existing,  
155 acquired or incurred under the sections as set forth above.

156 Section 7. Severability.

157 The various parts, portions, sections and clauses of this Ordinance are hereby declared to  
158 be severable. If any part, sentence, paragraph, section, phrase or clause is adjudged  
159 unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance  
160 shall not be affected thereby.

161 Section 8. Effective Date.

162 This Ordinance shall become effective 20 days after its passage and publication.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Proposed Resolution to establish Taxicab Fares.

**DISCUSSION:**

The City of Monroe has received a request from Monroe Cab to examine the rates of fare established for taxicabs.

This proposed Resolution establishes Taxicab Fares in accordance with the City Manager recommendation and Monroe Cab's request.

Council action is required for adoption.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:**

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**

For

Against

**REASON AGAINST:**

**INITIATED BY:**

Monroe Cab

**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:** tly

**DATE:**

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** 4/6/09

## RESOLUTION

1           **WHEREAS**, the City of Monroe has received a request to examine the taxicab  
2 rates adopted by Resolution R2004-025, pursuant to Section 876.33, Rates of Fair;  
3 Meter Required, of the Codified Ordinances of Monroe, Michigan; and

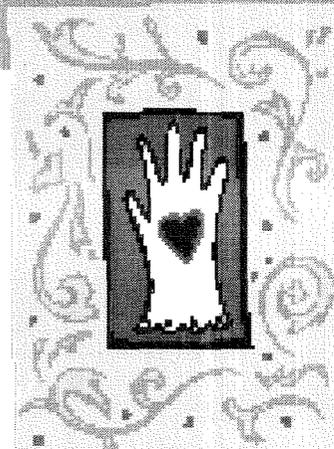
4           **WHEREAS**, Section 876.33 requires that the rates of fare to be charged for  
5 taxicab services be established from time to time by resolution of the City Council; and

6           **WHEREAS**, the City Manager, with input from the various department heads, is  
7 recommending the adoption of the following fee schedule:

8           Initial pick-up rate:	\$2.50
9           Rate per mile, or fraction thereof:	\$2.25
10          Stopovers/Wait Time per minute rate:	\$ .50

11           **NOW, THEREFORE, BE IT RESOLVED**, that this Mayor and Council adopt the  
12 above listed fee schedule.

**Monroe Cab**  
150 N. Monroe St  
Monroe MI 48162  
734-777-9218



February 16, 2009

City of Monroe  
120 E First St  
Monroe MI 48161

Monroe Cab would like to set up new rates. We have not raised our rates in several years and due to increase in insurance rates, and maintenance we feel this is necessary for our business to continue at this time.

The rates that we would like to present are as follows:

Pick-up \$2.50  
Charge Per Mile \$2.25  
Wait Time .50/per minute

These are the rates we currently operate with:

Pick-up \$2.50  
Charge Per Mile \$1.70  
Wait Time None

We have checked with other cab companies in the surrounding area and these are the rates they charge.

Adrian Taxi	Checker Cab (Toledo)	Trinity Cab Wyandotte
Pick-up \$2.50	Pick-up \$2.50	Pick-up \$3.00
Charge Per Mile \$2.70	Charge Per Mile \$2.40	Charge Per Mile \$2.50

We feel these are fair prices that would be satisfying to our clients.

Sincerely,

Pete Giannakakis  
Kevin Murphy

**RECEIVED**  
FEB 18 2009  
CITY MANAGER'S OFFICE

FEB 17 1 25 PM '09

RECEIVED  
CHARLES D. EVANS



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Recovery Act – Edward Byrne – Justice Assistance Grant (JAG) Program

**DISCUSSION:** It is the intent of the Monroe Police Department to submit a grant application to the U.S. Department of Justice, Office of Justice Programs in order to obtain funds designated for law enforcement purposes under the Edward Byrne Justice Assistance Grant Program. The predetermined amount available to the City of Monroe Police Department, based on a formula is \$38,096.00. There is no City of Monroe matching amount required. There is a non-supplanting provision.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** 4/6/2009

**REASON FOR DEADLINE:** Must be approved 30 days before submission deadline of 5/18/2009

**STAFF RECOMMENDATION:** X For  Against

**REASON AGAINST:**

**INITIATED BY:** City of Monroe Police Department

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City of Monroe Police Department

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$ 38,096.00
Cost of This Project Approval	\$ 00,000.00
Related Annual Operating Cost	\$ 00,000.00
Increased Revenue Expected/Year	\$ 38,096.00

**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:** Det. Sgt. Edward Chakmakian, Monroe Police Department

**DATE:** 03/23/2009

**REVIEWED BY:** Chief John Michrina, Monroe Police Department

**DATE:** 03/23/2009

**COUNCIL MEETING DATE:** 04/06/2009



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** LAWN MAINTENANCE FOR CITY-OWNED PROPERTIES – REPORT ON BIDS RECEIVED

**DISCUSSION:** In 2008, the Department of Public Services contracted the vast majority of grass cutting for City-owned properties, in keeping with a recommendation contained in the City-wide Operational Assessment report. Though last year's contract did not commence until May 20, the total awarded contractual cost of \$121,169.20 for the remainder of the year still represented a substantial savings over the cost of performing this work internally. As 2008 was the first year of this contract, Public Services also discovered a number of additional properties and rights-of-way that had not been included in the original bid, so with change orders, the final contract price was \$144,549.68. Further, outsourcing of this work was one of the key factors that allowed the Public Services Department to allow a total of three (3) Teamster positions vacated by attrition in Spring 2008 to remain unfilled. The City actually separated parcels into ten (10) different groupings, and worked with four (4) different contractors in 2008. In general, contracting for this work yielded substantial benefits for the City, and as such the Public Services Department made preparations for bidding a long-term contract this year.

This year, the parcel list was further refined, and divided into only two (2) groups. Group A consists of the very large parcels with sparse development; Custer Airport and Munson Park (404 gross acres total), whereas Group B consists of all other City-owned parcels (156.1 gross acres). The Advertisement for Bids for the Contract, entitled "Lawn Maintenance for City-Owned Properties", bid form, and supplemental specifications are attached with this Fact Sheet. The contract was set up to allow the City to award bids either to one contractor, or to the low bidder for each grouping, in its best interest. Also, the base bid was for a three-year term (2009 to 2011), with alternate bids solicited for a five-year term (2009 to 2013). In both cases, the bid documents make provisions for annual adjustments utilizing the Consumer Price Index (CPI) only, also giving the City the right to terminate if this factor exceeds 10% in any given year to prevent exceptional inflation. The bid advertisement was placed in the Monroe Evening News and was direct mailed to all bidders on last year's contract.

There were a total of eleven (11) bidders, and a bid tabulation is attached. The lowest combination of bids is to award a five-year contract separately for Group A and Group B. Grass Gators from Petersburg is the low bidder on Group A, and they performed work at Munson Park and Custer Airport last year successfully. Noel Lawn Service, based in Frenchtown Township, is the low bidder on Group B, and they too performed various parcel mowing for the City under last year's contract. It appears that contracting this work this year is even more advantageous to the City than last year, as the total contract price of \$84,297.29 is 42% below last year's final contract price for a season that is actually four weeks longer this year, commencing the third week of April. In fact, the CPI would have to increase an average of over 11% per year to reach last year's price in the last year of the five-year contract, 2013.

**IT IS RECOMMENDED** that Grass Gators Inc., the low bidder for Group A at \$39,049.29 initial annual cost, and that Noel Lawn Service, the low bidder for Group B at \$48,078.80, both be awarded a contract for Lawn Maintenance of City-owned properties for a five year (5) year period commencing April 20, 2009. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to execute the contracts on behalf of the City.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** Contract documents call for the commencement of work April 20, 2009.

**STAFF RECOMMENDATION:**           X For                    Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Public Services Department, users of parks and other City-owned properties to be mowed

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$*
	Cost of This Project Approval	\$84,297.29
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

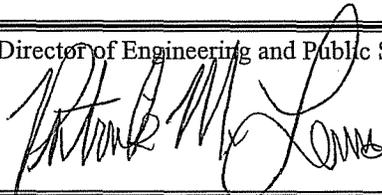
\*Cost will increase annually with Consumer Price Index

<b>SOURCE OF FUNDS:</b>	City	Account Number	Amount
	DPS General Contractual	101-60.441-818.020 (FY 08-09)	\$31,611.48
	DPS General Contractual	101-60.441-818.020 (FY 09-10)	\$52,685.81
	<u>Other Funds</u>		

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services      **DATE:** 03/24/09

**REVIEWED BY:**



**DATE:**

**COUNCIL MEETING DATE:** April 6, 2009

## Bid Tabulation - City of Monroe Lawn Maintenance

Bids Due: Monday, March 23, 2009 at 3:00 P.M.

Low Bid for Each Division and Overall Listed in BOLD

Note: Minor arithmetic corrections made from "as read" numbers to some bids (errors made by bidder in computing annual total) - changes do not affect any recommended low bid award.

Contractor	Base Bid - 3 Year Contract (2009-2011)			Alternate Bid - 5 Year Contract (2009-2013)		
	Group A	Group B	Total A & B	Group A	Group B	Total A & B
Dan K's Inc.	\$96,152.00	\$113,640.80	\$209,792.80	\$91,627.20	\$107,871.34	\$199,498.54
Dave's Complete Lawn Care, Inc.	\$120,246.56	\$186,851.56	\$307,098.12	No bid	No bid	N/A
Grass Gators Inc.	<b>\$41,104.52</b>	\$137,328.00	\$178,432.52	<b>\$39,049.29</b>	\$129,883.20	\$168,932.49
Greenview Lawn Care	\$49,000.00	\$109,270.00	\$158,270.00	\$48,020.00	\$107,084.00	\$155,104.00
Hunter Lawn Service	\$44,000.00	\$56,000.00	\$100,000.00	\$44,000.00	\$56,000.00	\$100,000.00
Kull Brothers Inc.	\$87,817.48	No bid	N/A	\$87,817.48	No bid	N/A
Marino's Lawn Care & Snow Rem.	\$111,762.56	\$169,368.50	\$281,131.06	No bid	No bid	N/A
Noel Lawn Service	\$50,904.00	<b>\$48,078.80</b>	<b>\$98,982.80</b>	\$45,248.00	<b>\$48,078.80</b>	<b>\$93,326.80</b>
North Monroe Greenhouse	\$44,682.40	\$85,126.40	\$129,808.80	\$42,420.00	\$81,305.00	\$123,725.00
World Class Landscaping & Cont.	\$54,950.00	\$106,178.80	\$161,128.80	\$52,950.00	\$104,178.80	\$157,128.80
Wright's Excavating	\$69,998.00	No bid	N/A	\$65,000.00	No bid	N/A

Low Bids: Base Bid	
3-year contract: Group A only	\$41,104.52
3-year contract: Group B only	\$50,904.00
3-year contract: Total Separate	\$92,008.52
3-year contract: Total if overall low	\$98,982.80
Savings by awarding separately	\$6,974.28

Low Bids: Alternate Bid	
5-year contract: Group A only	\$39,049.29
5-year contract: Group B only	\$45,248.00
5-year contract: Total Separate	\$84,297.29
5-year contract: Total if overall low	\$93,326.80
Savings by awarding separately	\$9,029.51

## ADVERTISEMENT FOR BIDS

Sealed proposals for:

### **LAWN MAINTENANCE FOR CITY-OWNED PROPERTIES, 2009-2011 SEASONS**

will be received by the City Clerk-Treasurer in the City Hall at 120 East First Street, Loranger Square, Monroe, Michigan 48161, until 3:00 P.M., LOCAL TIME, Monday, the **23rd** day of **March**, 20**09**. The bids will be publicly opened and read aloud by the City Clerk at 3:00 P.M., LOCAL TIME, the same day, in the City Clerk-Treasurer's Office.

#### MAJOR BID WORK ITEMS INCLUDE:

**GROUP A: MOWING OF CUSTER AIRPORT / MUNSON PARK – 404.00 ACRES**

**GROUP B: MOWING OF ALL OTHER CITY-OWNED PROPERTIES – 156.10 ACRES**

The Proposal and Contract Documents, including any plans and specifications, are on file with the City of Monroe and may be requested by the following methods:

- Phone Public Services Department – 734-241-6800
- Email Public Services Department – [deborah.wilson@monroemi.gov](mailto:deborah.wilson@monroemi.gov)
- Fax Public Services Department – 734-241-5856
- In person at 222 Jones Avenue, 7:30 A.M. to 3:45 P.M., Monday to Friday

In order to prepare an adequate record of all bidders that may submit bids on the work, each bidder will be required to submit full name, address, phone number, fax number, and email (if applicable). Bidders are required to obtain all documents through the Department and not through third parties, in order that any addenda may be properly distributed. Failure to do so may result in disqualification of the submitted bid. Due to the small size of the documents, bid packages will be sent free of charge through U.S. Mail (allow 7 days for submission), or can be picked up in person at the address shown above. Location maps of all parcels are available for information upon request, but cannot be faxed or emailed.

The City of Monroe reserves the right to accept any proposal, to reject any proposal, or to waive defects in proposals.

A bid bond or certified check made payable to the City of Monroe in the amount of not less than five percent (5%) of the bid (for first year of contract sum only) must be deposited by each bidder with his bid. Bidders are **REQUIRED** to attend a pre-bid meeting on Wednesday, March 11 at 9:00 A.M. at the Department of Public Services office, and no further sets of specifications will be released after this date.

No bidder may withdraw his bid within **THIRTY** days after the actual date of the opening thereof, but may withdraw it at any time prior to the scheduled closing time for receipts of bids.

MARK G. WORRELL  
Mayor

CHARLES D. EVANS  
City Clerk-Treasurer

PATRICK M. LEWIS, P.E.  
Director of Engineering & Public Services

# LAWN MAINTENANCE FOR CITY-OWNED PROPERTIES – 2009-2011 SEASONS

ITEM NO.	UNIT	NO. OF UNITS	ITEM DESCRIPTION WITH UNIT BID PRICES WRITTEN IN WORDS	LUMP SUM AMOUNT
1.	ACRE	404.00	ALL ANNUAL MAINTENANCE –GROUP A (MUNSON PARK AND CUSTER AIRPORT) BASE BID – THREE YEAR TERM – 2009 TO 2011	
_____ dollars _____ cents				\$ _____
2.	ACRE	156.10	ALL ANNUAL MAINTENANCE –GROUP B (ALL OTHER PROPERTIES) BASE BID – THREE YEAR TERM – 2009 TO 2011	
_____ dollars _____ cents				\$ _____
TOTAL BID AMOUNT (BASE BID – 2009-2011) \$				_____

3.	ACRE	404.00	ALL ANNUAL MAINTENANCE –GROUP A (MUNSON PARK AND CUSTER AIRPORT) ALTERNATE BID – FIVE YEAR TERM – 2009 TO 2013	
_____ dollars _____ cents				\$ _____
4.	ACRE	156.10	ALL ANNUAL MAINTENANCE –GROUP B (ALL OTHER PROPERTIES) ALTERNATE BID – FIVE YEAR TERM – 2009 TO 2013	
_____ dollars _____ cents				\$ _____
TOTAL BID AMOUNT (ALTERNATE BID – 2009-2013) \$				_____

**Note: For both the Base Bid line items and the Alternate Bid line items, bidders shall list ANNUAL cost total, representing costs for the entire year of 2009 ONLY. Future years in both cases will be adjusted by the Consumer Price Index as detailed in the Specifications.**

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Company Name (Please Print)

\_\_\_\_\_  
Bidder's Name (Please Print)

\_\_\_\_\_  
Company Street Address

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Email Address (if applicable)

## DIVISION K: SUPPLEMENTAL SPECIFICATIONS

### CITY OF MONROE 2009-2011 LAWN MAINTENANCE FOR CITY-OWNED PROPERTIES

1. SCOPE OF WORK:

All specified sites listed on attached listing of City-owned properties shall be mowed and trimmed **weekly** to maintain a neat, uniform appearance. Sites shall not be mowed and trimmed more frequently unless approved by the Owner. This work shall include all labor, materials, equipment and services necessary to maintain the locations described above in a superior condition. These areas shall be maintained with a crisp, clean appearance (i.e. dress mowing) and as otherwise specified herein.

2. RELATIONSHIP TO OTHER CONTRACT PROVISIONS:

This contract form heretofore adopted is the typical City of Monroe Construction Contract form, with a few modifications to the Instructions to Bidders section (Division A). Some sections, particularly in the General Conditions and Specifications (Division D) may not appear on the surface to have applicability to this type of contract. However, all provisions remain in force should the need arise, and if applicable. In any discrepancy exists between any areas of the contract documents, Division D indicates the order of priority of the respective provisions.

3. TERM OF CONTRACT:

The term of the contract is from the day it is executed to the last day of December 2011, unless the City elects to award a five-year option based on the submitted alternate bid, in which case the last day of the contract will be the last day of December 2013, unless terminated as described herein.

Contractor shall assume a cycle of 28 primary cuts in each calendar year, assumed to commence each year on the third Monday in April, and ending with the end of the 28<sup>th</sup> week thereafter. Beginning with the 29<sup>th</sup> week following the start of the contract, through the last day of November each year, Contractor shall be required to cut each parcel at least once in total during this time period, but potentially more as weather conditions require, in conjunction with the required clean-up of leaves for each parcel. No payment will be made each year for work done during the months of December, January, February, and March, although Contractor must perform work during those months (particularly December) if it has failed to fulfill its obligations for leaf clean-up during the previous November.

4. PRE-QUALIFICATIONS:

All bidders must, at the time of bid submittal, document that they are presently maintaining turf and landscaped areas of at least one hundred (100) acres weekly, and further must include an inventory of equipment to be used, with dates, makes and mowing widths. A visit to inspect the contractor's equipment may be made by the City prior to awarding of the bid. Failure to pass City's inspection of equipment may be cause for disqualification from further consideration of the bid.

5. SPECIAL INSTRUCTIONS TO BIDDERS:

Bids are to be submitted on a per acre basis, according to the bid forms provided in the contract documents. The bid amount listed shall be the **total annual cost for 2009**, which will then be further subdivided for monthly payment purposes, and which will be adjusted for future years as described in these specifications. The City-owned parcels are broken into two (2) Groups, with one (Group A) representing Custer Airport and Munson Park, which are extremely large parcels, and the other (Group B) representing all other City-owned parcels that the City desires to include in this contract. The City reserves the right to award these Groups to separate Contractors, or to perform the work itself on either or both Groups, if it appears advantageous to do so. This decision will be made once by the City at the beginning of the contract term, and the City shall not arbitrarily change this decision during intermediate years.

Contractor shall provide bid pricing on a per acre basis separately for each group. For the basis of computing acreage, the gross area of each parcel shall be used regardless of structures or paved areas. The acreages listed on the bid form for the total of each group of parcels, and the acreages indicated for each property individually on the list of parcels, are based on the gross area of the parcel, **NOT** the area specifically to be mowed. Further, the parkway terrace, defined as the area between the sidewalk line (or property line, if there is no sidewalk) and the curb is not included in the calculations of gross area of each parcel, but must be mowed as a part of the parcel as well, with no provisions made for extra acreage to be paid. Bidders shall indicate a per acre price for each division on a gross area basis, understanding that their actual work will involve maintenance of the net vegetated area of the property plus any parkway terrace only. All references to acreage in the bid documents shall mean the gross area of the parcel.

6. HOURS AND DAYS OF WORK:

All work must be performed within the codes, standards and municipal ordinances of the City of Monroe. Work shall not generally commence before 8:00 A.M. and shall not continue past 7:00 P.M., Monday through Friday. Work on other days or times shall require prior approval of the City of Monroe. In certain areas, maintenance activities may commence at 7:00 A.M., but these will be reviewed on a case by case basis only, and will only be allowed if approved in writing by the City. Mowing must be available at the awarded rate at all times between the third Monday of April and the last day of November of each year, and the Contractor shall be able to provide extra cuts with as little as forty-eight (48) hours notice should conditions warrant, in the sole opinion of the City. Likewise, the Owner reserves the right to postpone mowing when needed on particular parcels.

All work scheduling is determined by the individual facility's operational needs, in order to avoid disruption and / or unsafe conditions. A small number of special events may cause isolated changes in the schedule.

If required by the City at any time during the contract, the Contractor will submit a weekly schedule of maintenance via fax or e-mail every Monday by 8:00 A.M. Once the schedule has been submitted, any changes made to the schedule due to weather, emergency situation, etc. must be verbally communicated directly to the Owner before proceeding with a new schedule.

Maintenance activities may generally occur during light to moderate rainfall, provided that no damage to the ground surface or vegetated areas is likely to occur. Any clumping that occurs due to mowing of wet grass surfaces shall be addressed by the contractor.

Saturday work may, but not necessarily will, be allowed by the City with prior approval, provided that 24 hours prior notice is given. The City reserves the right to exempt specific properties and / or areas, to avoid interference with weekend activities and / or special events. Generally, unless extreme weather conditions make it absolutely necessary, Sunday work will not be allowed.

7. FAMILIARITY WITH WORK AREAS:

It is each bidder's responsibility to visit all work sites called out in this bid package and to become familiar with the work, site boundaries, terrain, surface, gardens, mulch beds, fixtures, restrictions, etc. A visit to each site may be completed prior to submitting the bidder's proposal. City of Monroe staff is available to accompany each bidder to these locations and answer questions regarding the work called for in this proposal. A minimum of 24-hour notice must be provided to the City Department of Public Services in order to schedule a tour of these sites. Because plans drawn to scale are not available, the field tour is essential to understanding the work required in this proposal.

8. EQUIPMENT:

The Contractor shall provide a list of available mowing, trimming and leaf removal equipment; and the vehicles used to transport the equipment for this contract. This list must be submitted along with the bid. The Owner reserves the right to physically inspect and view the equipment at any time upon request. The Contractor shall immediately remove any and all equipment from City property solely determined by the Owner to be unsafe. All of Contractor's vehicles need to be clearly marked with the company name.

All mowing operations are to be performed using machines manufactured by reputable companies recognized for producing quality commercial turf equipment. All equipment will be mechanically sound. All blades shall be sharp and properly adjusted for height and cutting sharpness. Any manufacturer installed safety equipment must not be modified, removed or rendered inoperable at any time. All machines will be operated by trained and qualified persons. **At no time shall an operator of a piece of equipment leave that equipment unoccupied and running.**

**All mower decks shall be equipped and operated with discharge chutes at all times while on Owner's property. Any failure to comply with this provision could result in immediate termination of contract.**

9. RESPONSIBILITY FOR DAMAGE AND INJURY:

The Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error. The Owner reserves the right to repair all damages with other sources if the Contractor fails to do so within forty-eight (48) hours. The Contractor shall be back-charged for all costs required to complete this work. In the event that the Contractor causes building or property damage, the Contractor is responsible for immediate communication with the Owner. No mowing or trimming shall

occur within close proximity of parks users and the general public. This provision is designed to supplement, not replace, other liability and indemnification clauses listed throughout other sections of the contract.

10. APPEARANCE OF EMPLOYEES:

Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall wear safety shoes, long pants (no shaggy cutoffs, etc.) and a shirt at all times. All work shall be performed in a professional, courteous manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as complying with all OSHA and MIOSHA safety requirements.

11. MOWING REQUIREMENTS:

All parcels listed in the attached tables will require at least some degree of mowing and / or trimming. All parcels requiring mowing shall be mowed weekly unless otherwise directed by the City. Mowers are to be set to cut at three (3) inches unless otherwise specified. If mowing causes an excessive amount of clippings on the lawn or if the clippings are matted and wet, the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the Owner. All litter such as paper, cans, bottles, branches, etc. will be picked up and disposed of by the Contractor prior to cutting. All large areas will be mowed with major mowing equipment in such a manner as to not cause damage to the turf, sprinklers, etc. All non-turf areas such as walks, patios, entrances, baseball infields, parking lots, mulched beds/areas, etc. shall be free of clippings and cutting debris via blowers, sweeping or other means. **Clean up shall be performed at the same time as mowing.**

Contractor shall be responsible for mowing entire sites, including gated areas. Contractor shall be responsible for contacting the City Department of Public Services at (734) 241-6800 to gain access to gated areas in order to complete mowing. Keys will be provided for gated area access and will be turned in at final billing of contract. Any lost or missing keys will be charged against the final payment at a rate of \$25.00 per key. Gated areas are thought to include only Mill Race Park (one entrance), the Old Public Services yard on Winchester Street, and Custer Airport. Contractor is not responsible for mowing areas designated by Owner as construction areas. Any obstructions i.e. downed limbs or trees too large for the contractor to remove must be reported to the Department of Public Services at (734) 241-6800 within forty-eight (48) hours.

For City parks where ball diamonds are present and have completely fenced-in outfields, the City will mow the outfields. For other ball diamonds, contractor shall mow all outfields up to the edge of any stone infield surface. Soccer fields and other court areas shall be maintained under the contract.

There is no specific minimum or maximum size of mowing equipment to be used, nor is there a requirement for specific mowing patterns to be used on any of the properties that are a part of this contract. The only exception to this shall be for Woodland Cemetery, where mowing equipment shall be of a size appropriate to mowing between historic grave areas without damage.

If any properties listed are being legally or illegally used as dump sites or fill sites, contractor shall notify the City as soon as possible, and the City will assist with remedying the situation or removing portions of the subject property from the contract.

12. TRIMMING REQUIREMENTS:

Trimming shall be performed with each mowing using nylon cord trimming equipment in any area inaccessible with mowing equipment. This includes fence lines, back stops, play areas (including play equipment), under bleachers (if they cannot be moved), next to Buildings where established plantings are not present and around all obstacles such that a neat, even appearance to the total turf area is achieved. Trimming shall be performed at the same time as mowing. The cost of trimming is included in the overall lawn maintenance price. The City will perform any brush, shrubbery, and tree maintenance on subject properties.

13. LEAF CLEAN-UP REQUIREMENTS:

Prior to the first mowing of each year, and at each weekly mowing in each year starting with the third Monday of October and ending with the last day of November, the Contractor will be responsible for leaf removal and / or mulching on all of the properties within this contract. All leaf clean-up shall be included in the overall lawn maintenance price. If Contractor elects to haul leaves away from individual sites rather than mulching them on site, a closed-top truck (tarp in good condition is acceptable) is required. Contractor will be responsible for any clean-up or street sweeping costs should there be reasonable evidence that this provision is not being followed and City effort must then be expended to correct.

It should be assumed that the majority of effort by the Contractor on the contract sites during the month of November will be expended on leaf clean-up efforts rather than simply mowing itself, but this does not release the Contractor from their requirements for mowing when necessary during this time period.

14. OTHER OPERATIONS:

Any chemical applications, such as weed killers, will be subject to approval from the City on a case by case basis, and the City's approval is not guaranteed for any site. The use of any growth inhibitor shall be prohibited. Vertical edging to remove turf overgrowth shall be negotiated separately and approved in advance, if, in the opinion of the City, it has become necessary. Additional non-routine operations such as aerification, fertilization, de-thatching, etc. shall be negotiated separately and approved in advance. Work not approved in advance will not be paid. **The Contractor shall not apply any pesticides or herbicides without the Owner's written pre-approval.**

15. SUBCONTRACTING:

Subcontracting will be allowed, with all subcontractors subject to all of the same requirements as the prime contractor. A listing of all properties to be maintained by subcontractors will be required to be submitted on a weekly basis to the City, no later than 8:00 A.M. each Monday. Insurance requirements will be the same as for the prime contractor. The City reserves the right, but not necessarily the obligation, to require that 50% of the contract value be performed by the prime contractor as well. All other

provisions of contract pages A-2 and A-3 relative to subcontracting shall continue in force as well.

16. CONTRACTOR CONTACT:

The Contractor shall provide the Owner with a means of immediate communication regarding site completion, emergencies or any other occasion that may arise.

17. PERFORMANCE REVIEW:

Performance will be evaluated based upon the expectation of a neat, professional looking final product. After the third week of the Contract, the Owner and Contractor shall meet, if requested by the City, for the purpose of evaluating the Contractor's performance. Failure of the City to request said meeting at that time does not exempt the Contractor from continuing with his / her obligations in this regard.

If the Contractor fails to complete the mowing / trimming at any of the sites as specified, the Owner reserves the right to complete the task with either in-house personnel or other Contracted Services. The Contractor shall then be back-charged for all costs required to complete this work. If the Contractor fails to meet the specifications of this contract, the Owner reserves the right to review and / or terminate the contract at any time.

18. CHANGES IN ACREAGE:

As the City will, from time to time, buy, lease, sell, or otherwise dispose of or acquire, or assume new or terminate its existing maintenance responsibilities for various properties, the City may desire to add or subtract lands from the contract at its discretion, either during a given year or during the off-season. Should this occur, Contractors should be advised that the provisions of Contract pages D-17 and D-18 (Section 20), dealing with changes in pay quantities will govern. Essentially, this will mean for a contract of this type with only a single unit price per acre that no "per acre" unit price adjustment will be made as long as the City does not add or subtract greater than 25 percent of the original contract acreage in either division. Should additional lands be added to the contract more than seven (7) days prior to the end of any month between April and November, the monthly billing will be adjusted upwards for that month based on the per acre unit price, and paid to the contractor from that point forward; if added less than seven (7) days prior, the addition will not take effect until the following month. If lands are subtracted from the contract, the City will continue payment until the end of the calendar month in which the lands were deleted, and then the monthly billing will be adjusted downward on a per acre basis in a similar fashion.

19. PAYMENT:

Payment will be made monthly in equal installments, paid at the City Council meeting on the third Monday of each month, with Contractor invoices submitted no later than the first Thursday after the first Monday of each month. For example, as contract involves parts of eight (8) months (April-November), 12.5% will be paid each month, with first payment made at the Council meeting on the third Monday of May (provided the invoice has been submitted) for the month of April and so on. Final payment for each year will be made upon successful completion of the mowing season, generally at the City Council meeting on the third Monday in December. Checks will be available for pick-up or mailing on the

Thursday following the third Monday in each month. No portion of the final monthly payment shall be made until the Contractor has fulfilled the requirements of page D-29, section 38.6 (Final payment) of the contract, excepting that a Maintenance Bond (subsection b) is not required due to the nature of this type of contract.

**20. ANNUAL PRICE ADJUSTMENT:**

Given that it is expected that equitable adjustments will need to be made in the contract price for future years 2010 and 2011, as well as 2012 and 2013 if City elects to award a 5-year term based on a favorable alternate bid, the annual price will be adjusted using the latest available Consumer Price Index (CPI) from the United States Bureau of Labor Statistics, for the Detroit Metropolitan Statistical Area (MSA) – all urban customers. This link is available at <http://www.bls.gov/cpi> at the present time. In such a fashion, the annual contract cost shall be increased (or decreased as the case may be) by the percentage change in the CPI as is current as of February 1 of each year, and this could be from end of year to end of year, or month of one year to the same month of the following year, whichever is most current. **If, due to extraordinary inflation, the chosen CPI exceeds ten percent (10%) in any given year, the City will have the right to terminate the contract at that point in their sole discretion.**

Bidders should be advised that the City will not award a contract based on a fuel surcharge of any type for the current or any future years, and any bids with contingencies placed as such may be rejected on their face. The CPI percentage adjustment shall be the only adjustment made during the life of the contract.

**21. BONDING REQUIREMENTS:**

Due to the multi-year nature of this contract and the type of work being undertaken, the requirement for Performance Bond will be reduced to twenty-five percent (25%) of the total contract price for the first year of the contract. The Labor and Material Bond requirement shall be limited to the full value of the contract for the first year. Both bonds will remain in force for the life of the contract.

**22. REQUIRED PRE-BID MEETING:**

In order that bidders may familiarize themselves with the full requirements of the contract, a **required** pre-bid meeting will be held on **Wednesday, March 11, 2009 at 9:00 A.M.** at the Department of Public Services Conference Room, 222 Jones Avenue. From that date forward, the City will not release any further specifications to other bidders, and those not in attendance already holding specifications will have their bids rejected. An addendum with clarifications found to be required from this meeting, if any, will be issued no later than Monday, March 16.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Traffic Committee Minutes of March 25, 2009 meeting, Traffic Control Orders

**DISCUSSION:** The Mayor's Traffic Committee meeting was held on March 25, 2009, and the minutes are attached for your review and approval. There are two (2) traffic control orders for approval at this time as a result of the meeting, numbers 066-006 and 167-006.

Traffic Control Order 167-006 allows for a Vehicle Inspection Parking space on East Second Street across the street from the Police Department, and Traffic Control Order 066-006 prohibits parking on the north side of East Front Street across most of the frontage of 425 East Front Street to allow adequate turning space for delivery trucks.

**IT IS RECOMMENDED** that the City Council accept and place on file the minutes from the March 25, 2009 Mayor's Traffic Committee meeting, and approve Traffic Control Orders 066-006 and 167-006.

**CITY MANAGER RECOMMENDATION:**

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

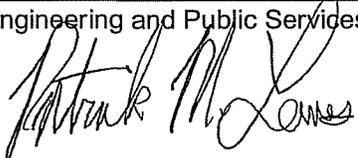
**APPROVAL DEADLINE:** N/A  
**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**           X For            Against  
**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

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

<b>FINANCES</b>			
<b>COST AND REVENUE PROJECTIONS:</b>			
	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
<b>SOURCE OF FUNDS:</b>	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>		
Budget Approval: _____			

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Dir. of Engineering and Public Services   **DATE:** 03/26/09  
**REVIEWED BY:**    **DATE:**  
**COUNCIL MEETING DATE:** April 6, 2009

**CITY OF MONROE**  
**MAYOR'S TRAFFIC COMMITTEE MINUTES**  
**March 25, 2009**

Meeting was called to order by Mayor Worrell on Wednesday, March 25, 2009 at 5:00 P.M. in the City Council Chambers.

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

Clerk / Staff: Patrick Lewis, Director of Engineering and Public Services

Citizens Commenting: John Rose, Alan Copperstone, Frank Grzywacki, Andrea Jones, Bruce Weeks

1. Request from Chief Michrina to post a Vehicle Inspection Parking space on East Second Street, the second space east of Washington Street on the north side.

Motion: It was moved by Suzanne Gartz and supported by Michael Miletti to approve the request.

Action: The motion passed 9-0.

2. Request from the Citizens Planning Commission to investigate a Residential Parking District on Borgess Avenue between West Elm Avenue and West Willow Street.

Motion: It was moved by Suzanne Gartz and supported by Councilman Clark to contact SMCC to determine their student parking policy and to survey the surrounding neighborhood to determine if there is any interest in a Residential Parking District.

Action: The motion passed 9-0.

3. Request from the Police Department to prohibit parking on a portion of Hagans Street.

Motion: It was moved by Chief Michrina and supported by Michael Miletti to survey the adjacent residents to determine their preferences.

Action: The motion passed 9-0.

4. Request from Mercy Memorial Hospital to consider crosswalks and other pedestrian measures, and an all-way stop intersection in the vicinity of the hospital.

Motion: It was moved by Councilman Beneteau and supported by Chief Michrina to postpone action until after the hospital completes its planned parking study.

Action: The motion passed 9-0.

5. Request from various individuals to consider allowing longer-term parking in the West Front Street Parking Lot.

Motion: It was moved by Councilman Beneteau and supported by Suzanne Gartz to postpone this item pending a recommendation from the Downtown Development Authority Board.

Action: The motion passed 9-0.

6. Request directed from City Council to examine a potential parking lot adjacent to 12 West Front Street.

Motion: It was moved by Chief Michrina and supported by Councilman Beneteau to refer this item to the Downtown Development Authority Board.

Action: The motion passed 9-0.

7. Request from the City Manager to consider a parking pass system for downtown users.

Motion: It was moved by Anthony Webb and supported by Councilman Clark to endorse the concept and to refer this item to the Downtown Development Authority Board.

Action: The motion passed 9-0.

8. Request from the Police Department and Councilman Beneteau to examine the possibility of relocating the Lake Erie Transit transfer station adjacent to City Hall.

Motion: It was moved by Chief Michrina and supported by Councilman Clark to postpone this item pending a subcommittee discussion regarding alternate locations to be staffed by the Engineering Department, Police Department, Downtown Development Authority, and Lake Erie Transit.

Action: The motion passed 9-0.

9. Request from the Downtown Development Authority to examine the possibility of angled parking on East First Street between Monroe and Macomb Streets.

Motion: It was moved by Scott Davidson and supported by Chief Michrina to postpone this item pending a subcommittee discussion to be staffed by the Engineering Department, Police Department, and Downtown Development Authority.

Action: The motion passed 9-0.

10. Request from Michael Miletto to discuss parking on Cass Street between Fifth and Sixth Streets.

Action: No motion was necessary, as the Committee determined that parking should be prohibited within 25 feet of the intersections on both sides of the street, and this action is allowed within a Traffic Control Order.

11. Request from citizen Sharon Hicks to install an all-way stop intersection at North Roessler Street and West Noble Avenue.

Motion: It was moved by James Crammond and supported by Anthony Webb to deny the request.

Action: The motion passed 9-0.

12. Request from Monroe Rubber and Plastic to restrict parking on each side of their driveway to 425 East Front Street.

Motion: It was moved by Councilman Beneteau and supported by Michael Miletto to prohibit parking from a location 25 feet west of the westernmost driveway to 25 feet east of the easternmost driveway / Riverwalk entrance.

Action: The motion passed 9-0.

13. Motion: It was moved by Suzanne Gartz and supported by Scot Davidson to adjourn the meeting.

Action: The motion was approved 9-0 and the meeting was adjourned at 6:54 P.M.



**CITY OF MONROE**  
**TRAFFIC CONTROL ORDER**

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**ORDER NO. 066-006**

**EFFECTIVE DATE: April 2009**

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to East Front Street:

**PAGE ONE**

**Parking**

1. Designated "Disabled Parking" angled spaces with 1-hour time limitations, the seventh space west of Washington Street, north side, and the seventh space west of Washington Street, south side.
2. Signed 1-hour angled parking, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Saturday, all remaining spaces between South Monroe Street and Washington Street, both sides.
3. Signed 1-hour parking, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Saturday, all spaces between Washington Street and South Macomb Street, both sides.
4. Metered 2-hour parking at the rate of \$0.25 per hour, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, all spaces between South Macomb Street and Scott Street, south side.
5. "No Parking" from South Macomb Street to Scott Street, north side.
6. Signed 1-hour parking, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, from the centerline of Wadsworth Street to a location 75 feet east of the centerline of Wadsworth Street, north side.
7. Signed 1-hour parking, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, from Wadsworth Street to a location 65 feet east of Wadsworth Street, south side.
8. "No Parking" from Scott Street to a location 50 feet east of the east curb line of Scott Street, south side.
9. **"No Parking" from Murray Street to a location 25 feet west of the westernmost driveway (shipping and receiving location) of 425 East Front Street, north side.**
10. Signed 2-hour parking, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, all other areas from Scott Street to Murray Street, both sides.
11. Permitted parking, with no time limitations, from Murray Street to Kentucky Avenue, south side.
12. "No Parking" from Murray Street to Winchester Street, north side.
13. "No Parking" from Kentucky Avenue to a location 75 feet east of Kentucky Avenue, south side.



**CITY OF MONROE**  
**TRAFFIC CONTROL ORDER**

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**ORDER NO. 066-006**

**EFFECTIVE DATE: April 2009**

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to East Front Street:

**PAGE TWO**

**Parking**

14. Permitted parking, with no time limitations, from a location 75 feet east of Kentucky Avenue to Link Street, south side.
15. Permitted parking, with no time limitations, from Winchester Street to Link Street, north side.
16. Permitted parking, with no time limitations, on the original section of East Front Street, from Link Street to the relocated section of East Front Street, both sides.
17. "No Parking" from East First Street to the eastern terminus of East Front Street, both sides.

**Intersection Control**

18. Traffic signals with pedestrian signals and a special left turn phase for northbound South Monroe Street traffic shall be placed at the intersection of East Front Street and South Monroe Street.
19. Traffic signals with pedestrian signals shall be placed at the intersection of East Front Street and South Macomb Street.
20. "All-way STOP" at Washington Street.
21. East Front Street shall STOP at Winchester Street.
22. East Front Street shall STOP at East First Street.
23. East Front Street shall STOP at the Canadian National Railroad crossing east of Eastchester Street.

**Roadway Geometry**

24. East Front Street traffic shall be one-way westbound between South Monroe Street and South Macomb Street, and shall be a two-lane street in this area.
25. A special "Right Turn Only" lane shall be provided at South Macomb Street (westbound).
26. East Front Street shall be a ~~four-lane street~~, **three-lane street, with a center shared left turn lane, with two lanes in each direction**, from East First Street to the eastern terminus
27. A pedestrian crosswalk shall be provided at a location 125 feet west of the west property line of The Detroit Edison Company property.



**CITY OF MONROE**  
**TRAFFIC CONTROL ORDER**

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**ORDER NO. 066-006**

**EFFECTIVE DATE: April 2009**

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to East Front Street:

**PAGE THREE**

**Speed Limits**

28. The speed limit on East Front Street between Conant Avenue and the easterly terminus shall be 35 miles per hour in both directions.
29. The speed limit on all other sections of East Front Street shall be 25 miles per hour.

The following Traffic Control Orders shall hereby be rescinded: 066-005

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\_\_\_\_\_  
City Traffic Engineer

\_\_\_\_\_  
City Clerk-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CITY OF MONROE**  
**TRAFFIC CONTROL ORDER**

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**ORDER NO. 167-006**

**EFFECTIVE DATE: April 2009**

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to East Second Street:

**PAGE ONE**

**Parking**

1. "No Parking" from the alley east of South Monroe Street to a location 50 feet east of said alley, north side.
2. Metered 2-hour parking at the rate of \$0.50 per hour, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, between South Monroe Street and Washington Street, all other spaces, both sides.
3. "Sheriff Department Parking Only", back-in angle parking, the first two spaces east of Washington Street, south side.
4. "City Police Parking Only", the fifth and sixth back-in angled spaces east of Washington Street, south side.
5. "State Police Parking Only", the third and fourth back-in angled spaces east of Washington Street, south side.
6. 30-minute metered angled parking for "Police Visitors Only" at the rate of \$0.25 per 30 minutes, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, the seventh back-in angled spaces east of Washington Street, south side.
7. Designated "Disabled Parking" back-in angled parking, the eighth space east of Washington Street, south side.
8. **Designated "Vehicle Inspection Parking", the second space east of Washington Street, north side.**
9. Metered 2-hour angled parking at the rate of \$0.50 per hour, with enforcement times of 8:00 A.M. to 5:00 P.M., Monday through Friday, all remaining spaces between Washington Street and South Macomb Street, both sides. The spaces on the north side of this block shall be head-in angled parking, while the spaces on the south side shall be back-in angled parking.
10. Residential Parking District, with enforcement times of 7:00 A.M. to 6:00 P.M., Monday through Friday, from South Macomb Street to Scott Street, south side.
11. Residential Parking District, with enforcement times of 7:00 A.M. to 6:00 P.M., Monday through Friday, from South Macomb Street to the east line of 211 East Second Street, north side.
12. Permitted parking, with no time limitations, all remaining spaces between South Macomb Street and Scott Street, north side.



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**CITY OF MONROE**

**TRAFFIC CONTROL ORDER**

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**ORDER NO. 167-006**

**EFFECTIVE DATE: April 2009**

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to East Second Street:

**PAGE TWO**

**Parking**

13. Residential Parking District, with enforcement times of 7:00 A.M. to 6:00 P.M., Monday through Friday, from Scott Street to Wadsworth Street, north side.
14. "No Parking" from Scott Street to Half Street, south side.
15. Permitted parking, with no time restrictions, from Half Street to a location 225 feet east of Half Street, south side.
16. "No Parking" from 7:00 A.M. to 4:00 P.M., School Days, from a location 225 east of Half Street to Kentucky Avenue, south side.
17. Permitted parking, with no time restrictions, from Half Street to Eastchester Street, north side.
18. Specifically post "No Parking in Driveway" in front of 917 East Second Street.
19. Permitted parking, with no time restrictions, from Kentucky Ave. to Eastchester St., south side.

**Intersection Control**

20. Traffic signals with pedestrian signals shall be placed at the intersection of East Second Street and South Monroe Street.
21. "Four-way STOP" at Washington Street.
22. East Second Street shall STOP at South Macomb Street.
23. East Second Street shall STOP at Scott Street.
24. East Second Street shall STOP at Winchester Street.
25. East Second Street shall STOP at Eastchester Street.

The following Traffic Control Orders shall hereby be rescinded: 167-005

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\_\_\_\_\_  
City Traffic Engineer

\_\_\_\_\_  
City Clerk-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: 2009 CITY-FUNDED WATER MAIN REPLACEMENT PROGRAM – REPORT ON BIDS RECEIVED**

**DISCUSSION:** The Engineering Department opened bids for the above project on Friday, March 27, 2009. There were five (5) bidders, and a bid tabulation is attached for your review. This project actually consists of six (6) geographic locations that were intended to be completed in 2008 under the previous water main contract via a change order, but due to schedule delays were not commenced. Rather than award this work to the previous contractor as a change order, the Engineering Department elected to bid this grouping of projects separately. In order to differentiate this contract from one that is to be bid later through the State's Drinking Water Revolving Fund (DWRF) program, this project has been entitled the "2009 City-Funded Water Main Program".

This grouping of locations consists of replacement of just under 1.0 mile of under-sized water mains, mostly 4" and 6" diameter, that do not meet current fire flow standards and are of very advanced age. The project divisions included in this bid are as follows (lettering sequence follows original 2008 sequence):

Division H: Smith Street – West Seventh Street to the City line  
Division J: East Sixth Street – Washington Street to LaPlaisance Road  
Division L: East Seventh Street – Washington Street to Scott Street  
Division M: Scott Street – East Seventh Street to East Eighth Street  
Division N: Hollywood Drive – Maywood Avenue to 200 feet north  
Division P: West Third Street – Union Street to Smith Street

The low bidder for the work is C & D Hughes, Inc. of Charlotte, Michigan, the contractor on the 2007 Water Main Program, with a bid of \$889,628.46, 19.5% under the Engineer's Estimate of \$1,105,769.00. You may recall that they were also the low bidder on the 2008 Water Main Program, and at that time the Engineering Department did not recommend awarding to them, based on their failure to properly deal with claims related to severing three (3) sanitary sewer leads during the 2007 project. They do have adequate personnel and equipment to complete the work in the required time, and we had no issues with their overall workmanship on the previous contract. As a result of the previous Engineering Department recommendation, the City Council instead awarded the 2008 Water Main Program contract to the second low bidder.

To the credit of C & D Hughes, immediately after the City refused to award the 2008 contract to them, they did indeed resolve the claims in an appropriate fashion to the satisfaction of the City, without any motivation to do so. The Engineering Department has subsequently met with their representatives to ensure that we have a common understanding of the terms of our standard contract language regarding these issues, and we are comfortable that they understand future requirements. At this point, particularly given the difference between their bid and the next low bid of \$69,008.37, the Engineering Department has no reason to recommend against awarding them the 2009 City-Funded Water Main Contract. Further, as 2009 is expected to be a record year for water main construction in the City, it is imperative that we employ a contractor capable of working on multiple geographic locations at once.

**IT IS RECOMMENDED** that the City Council award the above contract to C & D Hughes, Inc. in the amount of \$889,628.46, and that a total of \$1,025,000 be encumbered to include a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** Bids are only good for forty-five (45) days.

**STAFF RECOMMENDATION:**           X For                    Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

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

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$1,025,000
Cost of This Project Approval	\$1,025,000*
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

\*Includes 15% contingency

**SOURCE OF FUNDS:**

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Water Distribution Impr.	591-40.538-972.000 08W12	\$587,000
West Third Water Main	591-40.538-972.000 09W03	\$381,700
Hollywood Drive Water Main	591-40.538-972.000 09W05	\$56,300*

\*Requires transfer from 591-40.538-972.000 08W12.

Other Funds

Budget Approval: \_\_\_\_\_

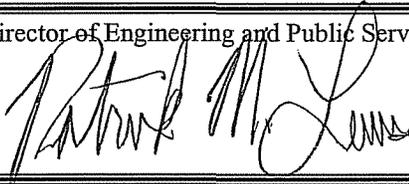
**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services

**DATE:** 03/31/09

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** April 6, 2009



**2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM**

2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM				ENGINEERS ESTIMATE		C & D HUGHES, INC.		PETER A. BASILE SONS, INC.	
	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	COLD MILL HMA SURFACE	640.0	SYD	\$ 11.50	\$ 7,360.00	\$ 10.00	\$ 6,400.00	\$ 7.00	\$ 4,480.00
2	R & D PAVEMENT & APPROACH	1735.1	SYD	\$ 12.00	\$ 20,821.20	\$ 3.00	\$ 5,205.30	\$ 16.00	\$ 27,761.60
3	R & D SPOT CURB	346.5	LFT	\$ 11.00	\$ 3,811.50	\$ 5.00	\$ 1,732.50	\$ 9.00	\$ 3,118.50
4	R & D SIDEWALK	6744.3	SFT	\$ 3.50	\$ 23,605.05	\$ 0.50	\$ 3,372.15	\$ 0.50	\$ 3,372.15
5	R & D EXST'G VALVE BOX & MH	2.0	EA	\$ 1,200.00	\$ 2,400.00	\$ 200.00	\$ 400.00	\$ 275.00	\$ 550.00
6	R & D EXST'G VALVE BOX	3.0	EA	\$ 500.00	\$ 1,500.00	\$ 100.00	\$ 300.00	\$ 275.00	\$ 825.00
7	R & S EXST'G HYDRANT BRANCH, HYDRANT & VALVE BOX	7.0	EA	\$ 500.00	\$ 3,500.00	\$ 200.00	\$ 1,400.00	\$ 275.00	\$ 1,925.00
8	R & D EXST'G 4" DIA. W.M.	23.0	LFT	\$ 10.00	\$ 230.00	\$ 1.00	\$ 23.00	\$ 7.00	\$ 161.00
9	R & D EXST'G 6" DIA. W.M.	121.0	LFT	\$ 12.00	\$ 1,452.00	\$ 1.00	\$ 121.00	\$ 7.00	\$ 847.00
10	R & D EXST'G 8" DIA. W.M.	252.0	LFT	\$ 15.00	\$ 3,780.00	\$ 1.00	\$ 252.00	\$ 7.00	\$ 1,764.00
11	R & D EXST'G 6" to 4" REDUCER	2.0	EA	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
12	R & D 8" D.I. 45° BEND	1.0	EA	\$ 55.00	\$ 55.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
13	R & D 8" D.I. 22 1/2° BEND	2.0	EA	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
14	R & D TAPPING SLEEVE & VALVE AND BOX	1.0	EA	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00
15	R & D HYDRANT TEE	1.0	EA	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
16	R & D EXST'G STRUCTURE	3.0	EA	\$ 500.00	\$ 1,500.00	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00
17	ABANDON EXST'G M.L.V. M.H.	1.0	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00
18	R & D EXST'G ROCK	530.0	CYD	\$ 175.00	\$ 92,750.00	\$ 20.00	\$ 10,600.00	\$ 60.00	\$ 31,800.00
19	R & D EXST'G TREE INCLUDING STUMP	9.0	EA	\$ 1,000.00	\$ 9,000.00	\$ 1,000.00	\$ 9,000.00	\$ 1,050.00	\$ 9,450.00
20	CUT & CAP EXST'G 4" W.M.	5.0	EA	\$ 250.00	\$ 1,250.00	\$ 100.00	\$ 500.00	\$ 300.00	\$ 1,500.00
21	CUT & CAP EXST'G 6" W.M.	3.0	EA	\$ 250.00	\$ 750.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ 900.00
22	CUT & CAP EXST'G 8" W.M.	1.0	EA	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 300.00	\$ 300.00
23	ADJUST CLEAN, PLASTER STRUCTURE	3.0	EA	\$ 750.00	\$ 2,250.00	\$ 440.00	\$ 1,320.00	\$ 500.00	\$ 1,500.00
24	F & I 4" D.I. CL 52 POLYWRAPPED WATER MAIN	8.0	LFT	\$ 60.00	\$ 480.00	\$ 50.00	\$ 400.00	\$ 100.00	\$ 800.00
25	F & I 6" D.I. CL 52 POLYWRAPPED WATER MAIN	5.0	LFT	\$ 65.00	\$ 325.00	\$ 50.00	\$ 250.00	\$ 100.00	\$ 500.00
26	F & I 8" PVC C-900 WATER MAIN	2043.0	LFT	\$ 50.00	\$ 102,150.00	\$ 52.60	\$ 107,461.80	\$ 65.00	\$ 132,795.00
27	F & I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	2584.3	LFT	\$ 75.00	\$ 193,822.50	\$ 59.60	\$ 154,024.28	\$ 70.00	\$ 180,901.00
28	F & I 12" D.I. CL 52 POLYWRAPPED WATER MAIN	0.0	LFT	\$ 105.00	\$ -	\$ 60.00	\$ -	\$ -	\$ -
29	F & I 8" GATE VALVE & BOX	25.0	EA	\$ 1,500.00	\$ 37,500.00	\$ 1,400.00	\$ 35,000.00	\$ 1,200.00	\$ 30,000.00
30	F & I CLOSE SETTING HYD BRANCH, COMPLETE	7.0	EA	\$ 3,200.00	\$ 22,400.00	\$ 3,100.00	\$ 21,700.00	\$ 3,500.00	\$ 24,500.00
31	F & I STANDARD SETTING HYD BRANCH, COMPLETE	7.0	EA	\$ 3,200.00	\$ 22,400.00	\$ 3,100.00	\$ 21,700.00	\$ 3,250.00	\$ 22,750.00
32	F & I 8"X8"X6" D.I. TEE	16.0	EA	\$ 350.00	\$ 5,600.00	\$ 1,200.00	\$ 19,200.00	\$ 460.00	\$ 7,360.00
33	F & I 8"X8"X8" D.I. TEE	9.0	EA	\$ 350.00	\$ 3,150.00	\$ 3,000.00	\$ 27,000.00	\$ 350.00	\$ 3,150.00
34	F & I 8"X8"X8"X8" D.I. CROSS	2.0	EA	\$ 550.00	\$ 1,100.00	\$ 3,000.00	\$ 6,000.00	\$ 500.00	\$ 1,000.00
35	F & I 4" 45° D.I. BEND AND THRUST BLOCK	2.0	EA	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00	\$ 165.00	\$ 330.00
36	F & I 8" 45° D.I. BEND AND THRUST BLOCK	54.0	EA	\$ 400.00	\$ 21,600.00	\$ 300.00	\$ 16,200.00	\$ 500.00	\$ 27,000.00
37	F & I 8" D.I. 22 1/2° D.I. BEND AND THRUST BLOCK	7.0	EA	\$ 350.00	\$ 2,450.00	\$ 300.00	\$ 2,100.00	\$ 350.00	\$ 2,450.00
38	F & I 8" D.I. 11 1/4° D.I. BEND AND THRUST BLOCK	3.0	EA	\$ 275.00	\$ 825.00	\$ 250.00	\$ 750.00	\$ 340.00	\$ 1,020.00
39	F & I 6" D.I. SOLID SLEEVE	1.0	EA	\$ 350.00	\$ 350.00	\$ 3,400.00	\$ 3,400.00	\$ 200.00	\$ 200.00
40	F & I 8" D.I. SOLID SLEEVE	5.0	EA	\$ 350.00	\$ 1,750.00	\$ 3,500.00	\$ 17,500.00	\$ 250.00	\$ 1,250.00
41	F & I 8" to 4" D.I. REDUCER	2.0	EA	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00	\$ 200.00	\$ 400.00
42	F & I 8" to 6" D.I. REDUCER	9.0	EA	\$ 400.00	\$ 3,600.00	\$ 400.00	\$ 3,600.00	\$ 205.00	\$ 1,845.00
43	F & I 8" A.C. TO D.I. ADAPTOR	2.0	EA	\$ 400.00	\$ 800.00	\$ 3,500.00	\$ 7,000.00	\$ 400.00	\$ 800.00
44	F & I 8" DIA. D.I. CAP	1.0	EA	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00	\$ 220.00	\$ 220.00
45	RECONNECT WATER SERVICE SHORT SIDE, COMPLETE	29.0	EA	\$ 700.00	\$ 20,300.00	\$ 300.00	\$ 8,700.00	\$ 575.00	\$ 16,675.00
46	RECONNECT WATER SERVICE LONG SIDE, COMPLETE	25.0	EA	\$ 1,200.00	\$ 30,000.00	\$ 300.00	\$ 7,500.00	\$ 680.00	\$ 17,000.00
47	REPLACE WATER SERVICE SHORT SIDE, COMPLETE	29.0	EA	\$ 750.00	\$ 21,750.00	\$ 1,100.00	\$ 31,900.00	\$ 800.00	\$ 23,200.00
48	REPLACE WATER SERVICE LONG SIDE, COMPLETE	27.0	EA	\$ 1,500.00	\$ 40,500.00	\$ 1,900.00	\$ 51,300.00	\$ 1,450.00	\$ 39,150.00
49	RECONNECT 2" DIA. WATER SERVICE IN TERRACE	1.0	EA	\$ 600.00	\$ 600.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00

**2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM**

2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM				ENGINEERS ESTIMATE		C & D HUGHES, INC.		PETER A. BASILE SONS, INC.	
	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
50	F & I 2" TEMP. BLOWOFF	8.0	EA	\$ 600.00	\$ 4,800.00	\$ 150.00	\$ 1,200.00	\$ 525.00	\$ 4,200.00
51	F & I 1" CHLORINATING TAP	7.0	EA	\$ 600.00	\$ 4,200.00	\$ 150.00	\$ 1,050.00	\$ 350.00	\$ 2,450.00
52	F & I 10" RCP STORM SEWER	77.0	LFT	\$ 150.00	\$ 11,550.00	\$ 25.00	\$ 1,925.00	\$ 60.00	\$ 4,620.00
53	F & I 4" CONCRETE SIDEWALK	5823.5	SFT	\$ 4.00	\$ 23,294.00	\$ 2.75	\$ 16,014.63	\$ 3.10	\$ 18,052.85
54	F & I 4" ADA CONCRETE SIDEWALK	1070.9	SFT	\$ 4.50	\$ 4,819.05	\$ 6.00	\$ 6,425.40	\$ 10.00	\$ 10,709.00
55	F & I 6" CONC. PAVE.	1474.1	SYD	\$ 32.00	\$ 47,171.20	\$ 29.00	\$ 42,748.90	\$ 37.25	\$ 54,910.23
56	F & I 8" CONC. PAVE.	32.0	SYD	\$ 40.00	\$ 1,280.00	\$ 34.00	\$ 1,088.00	\$ 45.00	\$ 1,440.00
57	F & I 6" CONC. PAVE. W/INTEGRAL CURB & GUTTER	96.0	SYD	\$ 55.00	\$ 5,280.00	\$ 30.00	\$ 2,880.00	\$ 40.00	\$ 3,840.00
58	F & I SPOT CURB	198.5	LFT	\$ 20.00	\$ 3,970.00	\$ 20.00	\$ 3,970.00	\$ 25.00	\$ 4,962.50
59	F & I 36A BIT. HAND PATCH	248.9	TONS	\$ 235.00	\$ 58,491.50	\$ 95.00	\$ 23,645.50	\$ 105.00	\$ 26,134.50
60	F & I MDOT 13A, WEARING COURSE	53.0	TONS	\$ 110.00	\$ 5,830.00	\$ 85.00	\$ 4,505.00	\$ 95.00	\$ 5,035.00
61	F & I MDOT 13A, LEVELING COURSE	53.0	TONS	\$ 110.00	\$ 5,830.00	\$ 80.00	\$ 4,240.00	\$ 90.00	\$ 4,770.00
62	F & I CONTROL DENSITY BACKFILL	1731.7	CYD	\$ 80.00	\$ 138,536.00	\$ 80.00	\$ 138,536.00	\$ 65.00	\$ 112,560.50
63	F & I 21-A MDOT STONE (DRIVEWAYS)	432.0	TON	\$ 25.00	\$ 10,800.00	\$ 34.00	\$ 14,688.00	\$ 15.00	\$ 6,480.00
64	MAINTAIN WATERMAIN TRENCH - DIV. J	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
65	MAINTAIN WATERMAIN TRENCH - DIV. N	1.0	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00
66	MAINTAIN WATERMAIN TRENCH - DIV. P	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 23,600.00	\$ 23,600.00
67	TRAFFIC CONTROL - DIV. H	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
68	SITE RESTORATION - DIV. H	1.0	LS	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,932.00	\$ 1,932.00
69	TRAFFIC CONTROL - DIV. J	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
70	SITE RESTORATION - DIV. J	1.0	LS	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00
71	TRAFFIC CONTROL - DIV. L	1.0	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00
72	SITE RESTORATION - DIV. L	1.0	LS	\$ 9,000.00	\$ 9,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,250.00	\$ 5,250.00
73	TRAFFIC CONTROL - DIV. M	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00
74	SITE RESTORATION - DIV. M	1.0	LS	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,150.00	\$ 3,150.00
75	TRAFFIC CONTROL - DIV. N	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00
76	SITE RESTORATION - DIV. N	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,890.00	\$ 1,890.00
77	TRAFFIC CONTROL - DIV. P	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00
78	SITE RESTORATION - DIV. P	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,100.00	\$ 2,100.00
					\$ 1,105,769.00		\$ 889,628.46		\$ 958,636.83
	<b>TOTALS</b>								
	C & D HUGHES, INC.		\$	889,628.46					
	PETER A. BASILE SONS, INC.		\$	958,636.83					
	ZINK/COVELL EXCAVATING, INC.		\$	968,180.00					
	E.R. ZEILER EXCAVATING, INC.		\$	976,330.00					
	SALENBIEN TRUCKING AND EXCAVATING, INC.		\$	995,440.32					

**2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM**

2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM				ENGINEERS ESTIMATE		ZINK/COVELL EXCAVATING, INC.		E.R. ZEILER EXCAVATING, INC.	
	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	COLD MILL HMA SURFACE	640.0	SYD	\$ 11.50	\$ 7,360.00	\$ 5.00	\$ 3,200.00	\$ 10.00	\$ 6,400.00
2	R & D PAVEMENT & APPROACH	1735.1	SYD	\$ 12.00	\$ 20,821.20	\$ 10.00	\$ 17,351.00	\$ 10.00	\$ 17,351.00
3	R & D SPOT CURB	346.5	LFT	\$ 11.00	\$ 3,811.50	\$ 2.00	\$ 693.00	\$ 10.00	\$ 3,465.00
4	R & D SIDEWALK	6744.3	SFT	\$ 3.50	\$ 23,605.05	\$ 2.00	\$ 13,488.60	\$ 3.50	\$ 23,605.05
5	R & D EXST'G VALVE BOX & MH	2.0	EA	\$ 1,200.00	\$ 2,400.00	\$ 600.00	\$ 1,200.00	\$ 200.00	\$ 400.00
6	R & D EXST'G VALVE BOX	3.0	EA	\$ 500.00	\$ 1,500.00	\$ 101.00	\$ 303.00	\$ 100.00	\$ 300.00
7	R & S EXST'G HYDRANT BRANCH, HYDRANT & VALVE BOX	7.0	EA	\$ 500.00	\$ 3,500.00	\$ 454.00	\$ 3,178.00	\$ 300.00	\$ 2,100.00
8	R & D EXST'G 4" DIA. W.M.	23.0	LFT	\$ 10.00	\$ 230.00	\$ 4.00	\$ 92.00	\$ 5.00	\$ 115.00
9	R & D EXST'G 6" DIA. W.M.	121.0	LFT	\$ 12.00	\$ 1,452.00	\$ 4.00	\$ 484.00	\$ 8.00	\$ 968.00
10	R & D EXST'G 8" DIA. W.M.	252.0	LFT	\$ 15.00	\$ 3,780.00	\$ 4.00	\$ 1,008.00	\$ 10.00	\$ 2,520.00
11	R & D EXST'G 6" to 4" REDUCER	2.0	EA	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 55.00	\$ 110.00
12	R & D 8" D.I. 45° BEND	1.0	EA	\$ 55.00	\$ 55.00	\$ 100.00	\$ 100.00	\$ 55.00	\$ 55.00
13	R & D 8" D.I. 22 1/2° BEND	2.0	EA	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 55.00	\$ 110.00
14	R & D TAPPING SLEEVE & VALVE AND BOX	1.0	EA	\$ 600.00	\$ 600.00	\$ 418.00	\$ 418.00	\$ 250.00	\$ 250.00
15	R & D HYDRANT TEE	1.0	EA	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 55.00	\$ 55.00
16	R & D EXST'G STRUCTURE	3.0	EA	\$ 500.00	\$ 1,500.00	\$ 200.00	\$ 600.00	\$ 250.00	\$ 750.00
17	ABANDON EXST'G M.L.V. M.H.	1.0	EA	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 250.00	\$ 250.00
18	R & D EXST'G ROCK	530.0	CYD	\$ 175.00	\$ 92,750.00	\$ 200.00	\$ 106,000.00	\$ 50.00	\$ 26,500.00
19	R & D EXST'G TREE INCLUDING STUMP	9.0	EA	\$ 1,000.00	\$ 9,000.00	\$ 562.00	\$ 5,058.00	\$ 1,000.00	\$ 9,000.00
20	CUT & CAP EXST'G 4" W.M.	5.0	EA	\$ 250.00	\$ 1,250.00	\$ 340.00	\$ 1,700.00	\$ 300.00	\$ 1,500.00
21	CUT & CAP EXST'G 6" W.M.	3.0	EA	\$ 250.00	\$ 750.00	\$ 370.00	\$ 1,110.00	\$ 300.00	\$ 900.00
22	CUT & CAP EXST'G 8" W.M.	1.0	EA	\$ 250.00	\$ 250.00	\$ 430.00	\$ 430.00	\$ 300.00	\$ 300.00
23	ADJUST CLEAN, PLASTER STRUCTURE	3.0	EA	\$ 750.00	\$ 2,250.00	\$ 420.00	\$ 1,260.00	\$ 500.00	\$ 1,500.00
24	F & I 4" D.I. CL 52 POLYWRAPPED WATER MAIN	8.0	LFT	\$ 60.00	\$ 480.00	\$ 79.00	\$ 632.00	\$ 80.00	\$ 640.00
25	F & I 6" D.I. CL 52 POLYWRAPPED WATER MAIN	5.0	LFT	\$ 65.00	\$ 325.00	\$ 90.00	\$ 450.00	\$ 100.00	\$ 500.00
26	F & I 8" PVC C-900 WATER MAIN	2043.0	LFT	\$ 50.00	\$ 102,150.00	\$ 43.00	\$ 87,849.00	\$ 51.00	\$ 104,193.00
27	F & I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	2584.3	LFT	\$ 75.00	\$ 193,822.50	\$ 54.00	\$ 139,552.20	\$ 90.00	\$ 232,587.00
28	F & I 12" D.I. CL 52 POLYWRAPPED WATER MAIN	0.0	LFT	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ -
29	F & I 8" GATE VALVE & BOX	25.0	EA	\$ 1,500.00	\$ 37,500.00	\$ 1,335.00	\$ 33,375.00	\$ 1,200.00	\$ 30,000.00
30	F & I CLOSE SETTING HYD BRANCH, COMPLETE	7.0	EA	\$ 3,200.00	\$ 22,400.00	\$ 3,836.00	\$ 26,852.00	\$ 3,535.00	\$ 24,745.00
31	F & I STANDARD SETTING HYD BRANCH, COMPLETE	7.0	EA	\$ 3,200.00	\$ 22,400.00	\$ 3,836.00	\$ 26,852.00	\$ 3,500.00	\$ 24,500.00
32	F & I 8"X8"X6" D.I. TEE	16.0	EA	\$ 350.00	\$ 5,600.00	\$ 544.00	\$ 8,704.00	\$ 290.00	\$ 4,640.00
33	F & I 8"X8"X8" D.I. TEE	9.0	EA	\$ 350.00	\$ 3,150.00	\$ 465.00	\$ 4,185.00	\$ 350.00	\$ 3,150.00
34	F & I 8"X8"X8"X8" D.I. CROSS	2.0	EA	\$ 550.00	\$ 1,100.00	\$ 640.00	\$ 1,280.00	\$ 550.00	\$ 1,100.00
35	F & I 4" 45° D.I. BEND AND THRUST BLOCK	2.0	EA	\$ 350.00	\$ 700.00	\$ 320.00	\$ 640.00	\$ 175.00	\$ 350.00
36	F & I 8" 45° D.I. BEND AND THRUST BLOCK	54.0	EA	\$ 400.00	\$ 21,600.00	\$ 381.00	\$ 20,574.00	\$ 300.00	\$ 16,200.00
37	F & I 8" D.I. 22 1/2° D.I. BEND AND THRUST BLOCK	7.0	EA	\$ 350.00	\$ 2,450.00	\$ 381.00	\$ 2,667.00	\$ 250.00	\$ 1,750.00
38	F & I 8" D.I. 11 1/4° D.I. BEND AND THRUST BLOCK	3.0	EA	\$ 275.00	\$ 825.00	\$ 381.00	\$ 1,143.00	\$ 250.00	\$ 750.00
39	F & I 6" D.I. SOLID SLEEVE	1.0	EA	\$ 350.00	\$ 350.00	\$ 303.00	\$ 303.00	\$ 500.00	\$ 500.00
40	F & I 8" D.I. SOLID SLEEVE	5.0	EA	\$ 350.00	\$ 1,750.00	\$ 359.00	\$ 1,795.00	\$ 500.00	\$ 2,500.00
41	F & I 8" to 4" D.I. REDUCER	2.0	EA	\$ 400.00	\$ 800.00	\$ 310.00	\$ 620.00	\$ 230.00	\$ 460.00
42	F & I 8" to 6" D.I. REDUCER	9.0	EA	\$ 400.00	\$ 3,600.00	\$ 322.00	\$ 2,898.00	\$ 260.00	\$ 2,340.00
43	F & I 8" A.C. TO D.I. ADAPTOR	2.0	EA	\$ 400.00	\$ 800.00	\$ 777.00	\$ 1,554.00	\$ 750.00	\$ 1,500.00
44	F & I 8" DIA. D.I. CAP	1.0	EA	\$ 350.00	\$ 350.00	\$ 349.00	\$ 349.00	\$ 200.00	\$ 200.00
45	RECONNECT WATER SERVICE SHORT SIDE, COMPLETE	29.0	EA	\$ 700.00	\$ 20,300.00	\$ 705.00	\$ 20,445.00	\$ 800.00	\$ 23,200.00
46	RECONNECT WATER SERVICE LONG SIDE, COMPLETE	25.0	EA	\$ 1,200.00	\$ 30,000.00	\$ 705.00	\$ 17,625.00	\$ 800.00	\$ 20,000.00
47	REPLACE WATER SERVICE SHORT SIDE, COMPLETE	29.0	EA	\$ 750.00	\$ 21,750.00	\$ 1,400.00	\$ 40,600.00	\$ 1,000.00	\$ 29,000.00
48	REPLACE WATER SERVICE LONG SIDE, COMPLETE	27.0	EA	\$ 1,500.00	\$ 40,500.00	\$ 1,400.00	\$ 37,800.00	\$ 1,000.00	\$ 27,000.00
49	RECONNECT 2" DIA. WATER SERVICE IN TERRACE	1.0	EA	\$ 600.00	\$ 600.00	\$ 705.00	\$ 705.00	\$ 1,000.00	\$ 1,000.00

**2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM**

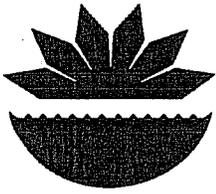
2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM				ENGINEERS ESTIMATE		ZINK/COVELL EXCAVATING, INC.		E.R. ZEILER EXCAVATING, INC.	
	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
50	F & I 2" TEMP. BLOWOFF	8.0	EA	\$ 600.00	\$ 4,800.00	\$ 200.00	\$ 1,600.00	\$ 350.00	\$ 2,800.00
51	F & I 1" CHLORINATING TAP	7.0	EA	\$ 600.00	\$ 4,200.00	\$ 200.00	\$ 1,400.00	\$ 350.00	\$ 2,450.00
52	F & I 10" RCP STORM SEWER	77.0	LFT	\$ 150.00	\$ 11,550.00	\$ 60.00	\$ 4,620.00	\$ 32.00	\$ 2,464.00
53	F & I 4" CONCRETE SIDEWALK	5823.5	SFT	\$ 4.00	\$ 23,294.00	\$ 3.23	\$ 18,809.91	\$ 4.50	\$ 26,205.75
54	F & I 4" ADA CONCRETE SIDEWALK	1070.9	SFT	\$ 4.50	\$ 4,819.05	\$ 6.45	\$ 6,907.31	\$ 5.50	\$ 5,889.95
55	F & I 6" CONC. PAVE.	1474.1	SYD	\$ 32.00	\$ 47,171.20	\$ 34.00	\$ 50,119.40	\$ 41.50	\$ 61,175.15
56	F & I 8" CONC. PAVE.	32.0	SYD	\$ 40.00	\$ 1,280.00	\$ 43.00	\$ 1,376.00	\$ 46.00	\$ 1,472.00
57	F & I 6" CONC. PAVE. W/INTEGRAL CURB & GUTTER	96.0	SYD	\$ 55.00	\$ 5,280.00	\$ 35.00	\$ 3,360.00	\$ 57.50	\$ 5,520.00
58	F & I SPOT CURB	198.5	LFT	\$ 20.00	\$ 3,970.00	\$ 17.00	\$ 3,374.50	\$ 20.00	\$ 3,970.00
59	F & I 36A BIT. HAND PATCH	248.9	TONS	\$ 235.00	\$ 58,491.50	\$ 163.00	\$ 40,570.70	\$ 135.00	\$ 33,601.50
60	F & I MDOT 13A, WEARING COURSE	53.0	TONS	\$ 110.00	\$ 5,830.00	\$ 97.00	\$ 5,141.00	\$ 120.00	\$ 6,360.00
61	F & I MDOT 13A, LEVELING COURSE	53.0	TONS	\$ 110.00	\$ 5,830.00	\$ 97.00	\$ 5,141.00	\$ 125.00	\$ 6,625.00
62	F & I CONTROL DENSITY BACKFILL	1731.7	CYD	\$ 80.00	\$ 138,536.00	\$ 62.00	\$ 107,365.40	\$ 70.00	\$ 121,219.00
63	F & I 21-A MDOT STONE (DRIVEWAYS)	432.0	TON	\$ 25.00	\$ 10,800.00	\$ 13.00	\$ 5,616.00	\$ 24.00	\$ 10,368.00
64	MAINTAIN WATERMAIN TRENCH - DIV. J	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,696.00	\$ 3,696.00	\$ 500.00	\$ 500.00
65	MAINTAIN WATERMAIN TRENCH - DIV. N	1.0	LS	\$ 3,000.00	\$ 3,000.00	\$ 4,851.00	\$ 4,851.00	\$ 3,650.00	\$ 3,650.00
66	MAINTAIN WATERMAIN TRENCH - DIV. P	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 9,240.00	\$ 9,240.00	\$ 6,450.00	\$ 6,450.00
67	TRAFFIC CONTROL - DIV. H	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,696.00	\$ 3,696.00	\$ 500.00	\$ 500.00
68	SITE RESTORATION - DIV. H	1.0	LS	\$ 4,500.00	\$ 4,500.00	\$ 4,620.00	\$ 4,620.00	\$ 1,200.00	\$ 1,200.00
69	TRAFFIC CONTROL - DIV. J	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,966.21	\$ 4,966.21	\$ 1,500.00	\$ 1,500.00
70	SITE RESTORATION - DIV. J	1.0	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,629.70	\$ 6,629.70	\$ 3,000.00	\$ 3,000.00
71	TRAFFIC CONTROL - DIV. L	1.0	LS	\$ 3,500.00	\$ 3,500.00	\$ 6,629.70	\$ 6,629.70	\$ 1,000.00	\$ 1,000.00
72	SITE RESTORATION - DIV. L	1.0	LS	\$ 9,000.00	\$ 9,000.00	\$ 6,629.70	\$ 6,629.70	\$ 3,600.00	\$ 3,600.00
73	TRAFFIC CONTROL - DIV. M	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,772.00	\$ 2,772.00	\$ 500.00	\$ 500.00
74	SITE RESTORATION - DIV. M	1.0	LS	\$ 6,000.00	\$ 6,000.00	\$ 2,888.11	\$ 2,888.11	\$ 1,000.00	\$ 1,000.00
75	TRAFFIC CONTROL - DIV. N	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 1,848.00	\$ 1,848.00	\$ 500.00	\$ 500.00
76	SITE RESTORATION - DIV. N	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,859.55	\$ 1,859.55	\$ 500.00	\$ 500.00
77	TRAFFIC CONTROL - DIV. P	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,065.01	\$ 7,065.01	\$ 10,000.00	\$ 10,000.00
78	SITE RESTORATION - DIV. P	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 7,065.01	\$ 7,065.01	\$ 1,000.60	\$ 1,000.60
					\$ 1,105,769.00		\$ 968,180.00		\$ 976,330.00
	<b>TOTALS</b>								
	C & D HUGHES, INC.			\$ 889,628.46					
	PETER A. BASILE SONS, INC.			\$ 958,636.83					
	ZINK/COVELL EXCAVATING, INC.			\$ 968,180.00					
	E.R. ZEILER EXCAVATING, INC.			\$ 976,330.00					
	SALENBIEN TRUCKING AND EXCAVATING, INC.			\$ 995,440.32					

**2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM**

2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM				ENGINEERS ESTIMATE		SALENBIEN TRUCKING AND EXCAVATING, INC.	
	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	COLD MILL HMA SURFACE	640.0	SYD	\$ 11.50	\$ 7,360.00	\$ 5.50	\$ 3,520.00
2	R & D PAVEMENT & APPROACH	1735.1	SYD	\$ 12.00	\$ 20,821.20	\$ 9.00	\$ 15,615.90
3	R & D SPOT CURB	346.5	LFT	\$ 11.00	\$ 3,811.50	\$ 10.00	\$ 3,465.00
4	R & D SIDEWALK	6744.3	SFT	\$ 3.50	\$ 23,605.05	\$ 0.65	\$ 4,383.80
5	R & D EXST'G VALVE BOX & MH	2.0	EA	\$ 1,200.00	\$ 2,400.00	\$ 150.00	\$ 300.00
6	R & D EXST'G VALVE BOX	3.0	EA	\$ 500.00	\$ 1,500.00	\$ 50.00	\$ 150.00
7	R & S EXST'G HYDRANT BRANCH, HYDRANT & VALVE BOX	7.0	EA	\$ 500.00	\$ 3,500.00	\$ 100.00	\$ 700.00
8	R & D EXST'G 4" DIA. W.M.	23.0	LFT	\$ 10.00	\$ 230.00	\$ 18.00	\$ 414.00
9	R & D EXST'G 6" DIA. W.M.	121.0	LFT	\$ 12.00	\$ 1,452.00	\$ 8.00	\$ 968.00
10	R & D EXST'G 8" DIA. W.M.	252.0	LFT	\$ 15.00	\$ 3,780.00	\$ 8.00	\$ 2,016.00
11	R & D EXST'G 6" to 4" REDUCER	2.0	EA	\$ 250.00	\$ 500.00	\$ 1.00	\$ 2.00
12	R & D 8" D.I. 45° BEND	1.0	EA	\$ 55.00	\$ 55.00	\$ 1.00	\$ 1.00
13	R & D 8" D.I. 22 1/2° BEND	2.0	EA	\$ 250.00	\$ 500.00	\$ 1.00	\$ 2.00
14	R & D TAPPING SLEEVE & VALVE AND BOX	1.0	EA	\$ 600.00	\$ 600.00	\$ 1.00	\$ 1.00
15	R & D HYDRANT TEE	1.0	EA	\$ 250.00	\$ 250.00	\$ 1.00	\$ 1.00
16	R & D EXST'G STRUCTURE	3.0	EA	\$ 500.00	\$ 1,500.00	\$ 250.00	\$ 750.00
17	ABANDON EXST'G M.L.V. M.H.	1.0	EA	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
18	R & D EXST'G ROCK	530.0	CYD	\$ 175.00	\$ 92,750.00	\$ 125.00	\$ 66,250.00
19	R & D EXST'G TREE INCLUDING STUMP	9.0	EA	\$ 1,000.00	\$ 9,000.00	\$ 500.00	\$ 4,500.00
20	CUT & CAP EXST'G 4" W.M.	5.0	EA	\$ 250.00	\$ 1,250.00	\$ 500.00	\$ 2,500.00
21	CUT & CAP EXST'G 6" W.M.	3.0	EA	\$ 250.00	\$ 750.00	\$ 1,500.00	\$ 4,500.00
22	CUT & CAP EXST'G 8" W.M.	1.0	EA	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00
23	ADJUST CLEAN, PLASTER STRUCTURE	3.0	EA	\$ 750.00	\$ 2,250.00	\$ 2,500.00	\$ 7,500.00
24	F & I 4" D.I. CL 52 POLYWRAPPED WATER MAIN	8.0	LFT	\$ 60.00	\$ 480.00	\$ 50.00	\$ 400.00
25	F & I 6" D.I. CL 52 POLYWRAPPED WATER MAIN	5.0	LFT	\$ 65.00	\$ 325.00	\$ 100.00	\$ 500.00
26	F & I 8" PVC C-900 WATER MAIN	2043.0	LFT	\$ 50.00	\$ 102,150.00	\$ 76.00	\$ 155,268.00
27	F & I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	2584.3	LFT	\$ 75.00	\$ 193,822.50	\$ 80.00	\$ 206,744.00
28	F & I 12" D.I. CL 52 POLYWRAPPED WATER MAIN	0.0	LFT	\$ 105.00	\$ -	\$ -	\$ -
29	F & I 8" GATE VALVE & BOX	25.0	EA	\$ 1,500.00	\$ 37,500.00	\$ 1,100.00	\$ 27,500.00
30	F & I CLOSE SETTING HYD BRANCH, COMPLETE	7.0	EA	\$ 3,200.00	\$ 22,400.00	\$ 2,500.00	\$ 17,500.00
31	F & I STANDARD SETTING HYD BRANCH, COMPLETE	7.0	EA	\$ 3,200.00	\$ 22,400.00	\$ 2,500.00	\$ 17,500.00
32	F & I 8"X8"X6" D.I. TEE	16.0	EA	\$ 350.00	\$ 5,600.00	\$ 500.00	\$ 8,000.00
33	F & I 8"X8"X8" D.I. TEE	9.0	EA	\$ 350.00	\$ 3,150.00	\$ 425.00	\$ 3,825.00
34	F & I 8"X8"X8"X8" D.I. CROSS	2.0	EA	\$ 550.00	\$ 1,100.00	\$ 600.00	\$ 1,200.00
35	F & I 4" 45° D.I. BEND AND THRUST BLOCK	2.0	EA	\$ 350.00	\$ 700.00	\$ 250.00	\$ 500.00
36	F & I 8" 45° D.I. BEND AND THRUST BLOCK	54.0	EA	\$ 400.00	\$ 21,600.00	\$ 350.00	\$ 18,900.00
37	F & I 8" D.I. 22 1/2° D.I. BEND AND THRUST BLOCK	7.0	EA	\$ 350.00	\$ 2,450.00	\$ 400.00	\$ 2,800.00
38	F & I 8" D.I. 11 1/4° D.I. BEND AND THRUST BLOCK	3.0	EA	\$ 275.00	\$ 825.00	\$ 800.00	\$ 2,400.00
39	F & I 6" D.I. SOLID SLEEVE	1.0	EA	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00
40	F & I 8" D.I. SOLID SLEEVE	5.0	EA	\$ 350.00	\$ 1,750.00	\$ 350.00	\$ 1,750.00
41	F & I 8" to 4" D.I. REDUCER	2.0	EA	\$ 400.00	\$ 800.00	\$ 300.00	\$ 600.00
42	F & I 8" to 6" D.I. REDUCER	9.0	EA	\$ 400.00	\$ 3,600.00	\$ 350.00	\$ 3,150.00
43	F & I 8" A.C. TO D.I. ADAPTOR	2.0	EA	\$ 400.00	\$ 800.00	\$ 1,850.00	\$ 3,700.00
44	F & I 8" DIA. D.I. CAP	1.0	EA	\$ 350.00	\$ 350.00	\$ 250.00	\$ 250.00
45	RECONNECT WATER SERVICE SHORT SIDE, COMPLETE	29.0	EA	\$ 700.00	\$ 20,300.00	\$ 850.00	\$ 24,650.00
46	RECONNECT WATER SERVICE LONG SIDE, COMPLETE	25.0	EA	\$ 1,200.00	\$ 30,000.00	\$ 1,200.00	\$ 30,000.00
47	REPLACE WATER SERVICE SHORT SIDE, COMPLETE	29.0	EA	\$ 750.00	\$ 21,750.00	\$ 1,100.00	\$ 31,900.00
48	REPLACE WATER SERVICE LONG SIDE, COMPLETE	27.0	EA	\$ 1,500.00	\$ 40,500.00	\$ 2,900.00	\$ 78,300.00
49	RECONNECT 2" DIA. WATER SERVICE IN TERRACE	1.0	EA	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00

**2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM**

2009 CITY FUNDED WATERMAIN REPLACEMENT PROGRAM				ENGINEERS ESTIMATE		SALENBIEN TRUCKING AND EXCAVATING, INC.	
	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
50	F & I 2" TEMP. BLOWOFF	8.0	EA	\$ 600.00	\$ 4,800.00	\$ 500.00	\$ 4,000.00
51	F & I 1" CHLORINATING TAP	7.0	EA	\$ 600.00	\$ 4,200.00	\$ 1.00	\$ 7.00
52	F & I 10" RCP STORM SEWER	77.0	LFT	\$ 150.00	\$ 11,550.00	\$ 30.00	\$ 2,310.00
53	F & I 4" CONCRETE SIDEWALK	5823.5	SFT	\$ 4.00	\$ 23,294.00	\$ 3.25	\$ 18,926.38
54	F & I 4" ADA CONCRETE SIDEWALK	1070.9	SFT	\$ 4.50	\$ 4,819.05	\$ 4.00	\$ 4,283.60
55	F & I 6" CONC. PAVE.	1474.1	SYD	\$ 32.00	\$ 47,171.20	\$ 36.50	\$ 53,804.65
56	F & I 8" CONC. PAVE.	32.0	SYD	\$ 40.00	\$ 1,280.00	\$ 58.00	\$ 1,856.00
57	F & I 6" CONC. PAVE. W/INTEGRAL CURB & GUTTER	96.0	SYD	\$ 55.00	\$ 5,280.00	\$ 65.00	\$ 6,240.00
58	F & I SPOT CURB	198.5	LFT	\$ 20.00	\$ 3,970.00	\$ 11.00	\$ 2,183.50
59	F & I 36A BIT. HAND PATCH	248.9	TONS	\$ 235.00	\$ 58,491.50	\$ 120.00	\$ 29,868.00
60	F & I MDOT 13A, WEARING COURSE	53.0	TONS	\$ 110.00	\$ 5,830.00	\$ 110.00	\$ 5,830.00
61	F & I MDOT 13A, LEVELING COURSE	53.0	TONS	\$ 110.00	\$ 5,830.00	\$ 110.00	\$ 5,830.00
62	F & I CONTROL DENSITY BACKFILL	1731.7	CYD	\$ 80.00	\$ 138,536.00	\$ 55.00	\$ 95,243.50
63	F & I 21-A MDOT STONE (DRIVEWAYS)	432.0	TON	\$ 25.00	\$ 10,800.00	\$ 13.00	\$ 5,616.00
64	MAINTAIN WATERMAIN TRENCH - DIV. J	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 1.00	\$ 1.00
65	MAINTAIN WATERMAIN TRENCH - DIV. N	1.0	LS	\$ 3,000.00	\$ 3,000.00	\$ 1.00	\$ 1.00
66	MAINTAIN WATERMAIN TRENCH - DIV. P	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 1.00	\$ 1.00
67	TRAFFIC CONTROL - DIV. H	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 1.00	\$ 1.00
68	SITE RESTORATION - DIV. H	1.0	LS	\$ 4,500.00	\$ 4,500.00	\$ 1.00	\$ 1.00
69	TRAFFIC CONTROL - DIV. J	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 1.00	\$ 1.00
70	SITE RESTORATION - DIV. J	1.0	LS	\$ 6,000.00	\$ 6,000.00	\$ 1.00	\$ 1.00
71	TRAFFIC CONTROL - DIV. L	1.0	LS	\$ 3,500.00	\$ 3,500.00	\$ 1.00	\$ 1.00
72	SITE RESTORATION - DIV L	1.0	LS	\$ 9,000.00	\$ 9,000.00	\$ 1.00	\$ 1.00
73	TRAFFIC CONTROL - DIV. M	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 1.00	\$ 1.00
74	SITE RESTORATION - DIV M	1.0	LS	\$ 6,000.00	\$ 6,000.00	\$ 1.00	\$ 1.00
75	TRAFFIC CONTROL - DIV. N	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 1.00	\$ 1.00
76	SITE RESTORATION - DIV N	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 1.00	\$ 1.00
77	TRAFFIC CONTROL - DIV. P	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 1.00	\$ 1.00
78	SITE RESTORATION - DIV P	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 1.00	\$ 1.00
					\$ 1,105,769.00		\$ 995,440.32
	<b>TOTALS</b>						
	C & D HUGHES, INC.		\$	889,628.46			
	PETER A. BASILE SONS, INC.		\$	958,636.83			
	ZINK/COVELL EXCAVATING, INC.		\$	968,180.00			
	E.R. ZEILER EXCAVATING, INC.		\$	976,330.00			
	SALENBIEN TRUCKING AND EXCAVATING, INC.		\$	995,440.32			



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** CUSTER AIRPORT RUNWAY REHABILITATION – FUNDING CONTRACT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

**DISCUSSION:** The City of Monroe owns and maintains Monroe Custer Airport, which is considered a General Aviation airport by the Michigan Department of Transportation (MDOT). As such, in the Federal Aviation bill, we are entitled to \$150,000 per year in capital grant monies, which can be used on a capital project as delineated in our annual plan submitted to MDOT. These funds can be banked up to three years, such that we now have available to us a sum of \$450,000, consisting of monies for the 2007, 2008, and 2009 fiscal years. The next major need as identified in the plan is the rehabilitation of the 5000-foot long runway, which last had major work in the late 1980s. Preliminary cost estimates by the City's standing airport consulting firm, Reynolds, Smith, and Hills, Inc. indicate the cost of this work to be \$1,561,000, obviously well above even our 3-year entitlement funding.

We have previously received approval from MDOT to place this project in the 2010 construction schedule, and MDOT was originally intending to match the balance with state discretionary funds through the aviation bill. However, we were informed on March 12 that it is very likely that funds from the American Recovery and Reinvestment Act (ARRA, also known as the Federal economic stimulus bill) can be used on this project, but MDOT needs to place this project in the June bid letting for this to occur. At the March 16, 2009 City Council meeting, a design contract between the City of Monroe and Reynolds, Smith, and Hills, Inc., our standing Airport consultant, was approved in order to allow them to commence work activities immediately to meet the project deadline.

The next step in the approval process is the acceptance of a funding contract between the City of Monroe and MDOT. Attached to this fact sheet is a resolution delineating the terms of the agreement, and the actual agreement itself. The primary language of the agreement is standard for MDOT Aeronautics contracts, though there are new provisions for "Buy American" that are required through the ARRA, as well as some relatively new Pavement Management and Disadvantaged Business Enterprise (DBE) requirements. All of these are required if the City of Monroe is to accept Federal monies for this project. The dollar share for each entity is based on the submitted quote of \$101,000 from the consultant, and includes an additional \$9,000 in design review and administration costs for MDOT activities, for a total of \$110,000. The City of Monroe is responsible for 2.5% of all project costs, or in this case, a total of \$2,750.

**IT IS RECOMMENDED** that the attached resolution be approved, and that the City share of the costs be appropriated as detailed in the financial information detail below.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** April 6, 2009

**REASON FOR DEADLINE:** MDOT requires the return of this contract by April 21, 2009.

**STAFF RECOMMENDATION:**           X For                    Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering and Public Services Department, Port of Monroe, airport users at large.

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$1,671,000
	Cost of This Project Approval	\$225*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

\*\$2,750 is City share, but \$2,525 was already appropriated at 3/16/09 Council meeting on approval of design contract, this amount represents 2.5% of the \$9,000 MDOT will be charging to the contract.

<b>SOURCE OF FUNDS:</b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Airport General Contractual	295-60.442-818.020	\$225.00*

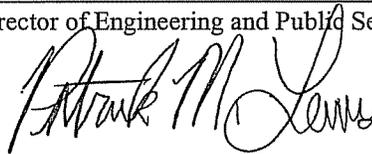
\*Total including 3/16/09 Council approval is \$2,750.

<u>Other Funds</u>	
Federal and State grant monies	\$107,250.00

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services   **DATE:** 03/31/09

**REVIEWED BY:**



**DATE:**

**COUNCIL MEETING DATE:** April 6, 2009

## RESOLUTION

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

WHEREAS, the runway surface and other related elements are in poor condition, and

WHEREAS, the reconstruction of Runway 3/21 is eligible for Federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

WHEREAS, the Michigan Department of Transportation has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

WHEREAS, the City of Monroe City Council has approved a design contract for the reconstruction of Runway 3/21 at its March 16, 2009 meeting; and

WHEREAS, the City of Monroe and the Michigan Department of Transportation have reached an understanding with each other regarding the performance and funding of the design work for the above project work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 2009-0231 with the Michigan Department of Transportation for Federal Project Number B-26-0067-0906; and

BE IT FURTHER RESOLVED that the Mayor be authorized to sign the contract on behalf of the City of Monroe.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**CITY OF MONROE**

**CONTRACT FOR A FEDERAL/STATE/LOCAL**

**AIRPORT PROJECT**

**UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and City of Monroe, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Monroe Custer Airport, whose associated city is Monroe, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated March 16, 2009, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: DESIGN OF THE RECONSTRUCTION OF RUNWAY 3/21, AS FURTHER DEFINED IN CONTRACT NO. FM 58-04-C17.**

WITNESSETH:

WHEREAS, the PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

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

WHEREAS, the DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act;

NOW, THEREFORE, the parties agree:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 16, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. The DEPARTMENT will select the consultant for each element of the PROJECT involving preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to the DEPARTMENT.
3. Make payment to the DEPARTMENT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to insure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping,
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter

referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.

b. **Audit and Inspection.** The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097(10i), as applicable, that is in effect at the time of Contract award with regard to audits.

i. Agencies expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds from one or more funding sources in their fiscal year will comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The SPONSOR will submit two (2) copies of:

- The Reporting Package
- The Data Collection Package
- The management letter to the SPONSOR, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

ii. Agencies expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that a circular audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the DEPARTMENT federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

iii. Address: Michigan Department of Transportation  
Multi-Modal Transportation Services Bureau (Aeronautics)  
2700 East Airport Service Drive  
Capital City Airport  
Lansing, MI 48906-2060

iv. Agencies must also comply with applicable state laws and regulations relative to audit requirements.

v. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.

- vi. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
  - vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number B-26-0067-0906, award year 2006, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
  - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against the DEPARTMENT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to the DEPARTMENT semi-annually in the format set forth in Appendix G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the DEPARTMENT.

7. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all state, federal, and local applicable statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the project in compliance with the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on October 16, 2007.

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.

The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED:

11. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. Exhibit 1 is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share .....	\$88,000.00
Maximum DEPARTMENT Share .....	\$19,250.00
SPONSOR Share .....	<u>\$2,750.00</u>
<i>Estimated</i> PROJECT COST .....	\$110,000.00

12. The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum DEPARTMENT obligation shown in Section 11.

For portions of the PROJECT where only DEPARTMENT and SPONSOR funds will be applied to the final settlement, DEPARTMENT funds will be at a rate not to exceed ninety percent (90%), and the total DEPARTMENT funds applied toward the PROJECT COST may be up to but will not exceed the maximum DEPARTMENT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Any items of PROJECT COST not funded by FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

DEPARTMENT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The SPONSOR agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
14. The PROJECT COST shown in Section 11 is the maximum obligation of DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by the DEPARTMENT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of Airports Division of the Multi-Modal Transportation Services Bureau (Aeronautics).

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section

11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

15. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.
16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by

the DEPARTMENT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

17. This Contract will be in effect from the date of award through twenty (20) years.
18. Failure on the part of the SPONSOR to comply with any of the conditions in this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this Section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
19. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.

20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

The SPONSOR will carry out the applicable requirements of the DEPARTMENT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

21. In accordance with 1980 PA 278; MCL 423.321 *et seq*; MSA 17.458(22), *et seq*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the national Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The SPONSOR shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract.

23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

24. The DEPARTMENT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

CITY OF MONROE

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

## ATTACHMENT 16

### SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS

1. The term "PROJECT COST" will include the cost of the consultant hired to do preliminary/design engineering for future projects.
2. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with General Utility licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the Airport or any portion thereof, the SPONSOR agrees to also provide the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the Airport or any portion thereof, as the case may be, and/or all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Multi-Modal Transportation Services Bureau (Aeronautics), Michigan Department of Transportation.

4. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for Airport purposes; provided that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

**EXHIBIT 1**

**MONROE CUSTER AIRPORT  
MONROE, MICHIGAN**

Project No. B-26-0067-0906  
Contract No. FM 58-04-C17

March 16, 2009

	Federal	State	Local	Total
<u>ADMINISTRATION</u>	<u>\$800</u>	<u>\$175</u>	<u>\$25</u>	<u>\$1,000</u>
DEPARTMENT-AERO	\$800	\$175	\$25	\$1,000
<u>LAND</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>DESIGN</u>	<u>\$87,200</u>	<u>\$19,075</u>	<u>\$2,725</u>	<u>\$109,000</u>
Runway 3/21 Reconstruction				
AERO - Design	\$6,400	\$1,400	\$200	\$8,000
CONSULTANT - Design	\$80,800	\$17,675	\$2,525	\$101,000
<u>CONSTRUCTION</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>CONTINGENCIES</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>TOTAL PROJECT BUDGET</b>	<b>\$88,000</b>	<b>\$19,250</b>	<b>\$2,750</b>	<b>\$110,000</b>

MAC Transfer: 3/26/09

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

1. In accordance with 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 as a matter directly or indirectly related 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 disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants 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 hereinabove 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 disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, 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 disability 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 workers' 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 employment statistics of each subcontractor as well as the contractor himself, 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 Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the 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.

March 1998

**Appendix B**  
*(Aeronautics)*

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21**  
**CONTRACTUAL REQUIREMENTS**

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

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Revised October 1, 2005)

### **APPENDIX C**

#### **Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Airport Name: Monroe Custer Airport  
Associated City: Monroe, Michigan  
Project No: B-26-0067-0906

## APPENDIX F

### SPECIAL CONDITIONS

1. RUNWAY PROTECTION ZONES The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
  - a. Existing Fee Title Interest in the Runway Protection Zone.  
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. Existing Easement Interest in the Runway Protection Zone.  
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. AIR AND WATER QUALITY. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. BUY AMERICAN REQUIREMENT. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
4. WASTE DISPOSAL SITES. It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence of a waste disposal site which has been determined to be objectionable under the

provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."

5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:
- a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
    - (1) become members of or affiliated with a labor organization, or
    - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision that would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by the assurance in Section III.C.11 of the "Terms and Conditions of Accepting Airport Improvement Program Grants." The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:
- a. **Pavement Inventory**. The following must be depicted in an appropriate form and level of detail:
    - (1) location of all runways, taxiways, and aprons;
    - (2) dimensions;

- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.
- (2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

7. AGENCY AGREEMENTS. The Sponsor will not amend, modify, or terminate the

agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agency, created by the Agency Agreement without prior written approval of the FAA.

8. DBE PLAN. It is understood and agreed by and between the parties hereto that the Sponsor shall not issue any invitations for bids for work described on Page 1 of the Grant Agreement, nor shall the United States be obligated to make payment representing its share of the project cost, until the FAA has updated Disadvantaged Business Enterprises Program goals as specified by the FAA, Great Lakes Region, Civil Rights Office letter.

According to the federal requirement 49 CFR Part 26, Participation by Minority Business Enterprise in Department of Transportation Programs, recipients of FAA funds shall submit overall DBE goal information annually. As recipient of this block grant, the Department accepts this responsibility.



## INSTRUCTIONS

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Contract Administrator semi-annually. Some forms may be blank if no payment was made since the previous billing.

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

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

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

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

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

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

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

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

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### **MDOT CONTRACT ADMINISTRATOR:**

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



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Resolution setting the annual date for the cutting of weeds and grasses as May 11, 2009.

**DISCUSSION:** Resolution as prescribed by Ordinance No. 08-008, setting the annual date for the cutting of weeds and grasses and other items subject to Ordinance No 08-008.

It is recommended that the resolution be adopted.

**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:**

Charles Evans, City Clerk/Treasurer

**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:** scm

**DATE:** 03-30-09

**REVIEWED BY:** Charles D. Evans, City Clerk-Treasurer

**DATE:** 03-30-09

**COUNCIL MEETING DATE:** 04-06-09





# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Delinquent Demolition Invoices

**DISCUSSION:** Attached you will find a list of those persons having unpaid demolition invoices. Also attached is a resolution as prescribed by the 1994 Uniform Code for the Abatement of Dangerous Buildings, asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing, those charges confirmed by Council will be placed upon the Summer 2009 tax roll.

**Recommendation:** The attached resolution be adopted and a public hearing be set for Monday, April 20, 2009.

**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

**REASON AGAINST:**

**INITIATED BY:** City Treasurer' Office

\_\_\_\_\_  
Charles D. Evans, City Clerk/Treasurer

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:**

## FINANCES

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

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** C. Evans

**DATE:** March 16, 2009

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** April 6, 2009

## **R E S O L U T I O N**

**WHEREAS**, certain structures in the City of Monroe, County of Monroe, State of Michigan, hereinafter referred to as the City, have been demolished in accordance with the 1994 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 which is hereinafter referred to as the Code; and

**WHEREAS**, the City seeks to recover demolition costs in accordance with the Code on those properties which are listed on the attached Demolition Costs Report, herein incorporated by reference and hereinafter referred to as the Report; and

**WHEREAS**, said costs on the Report shall be subject to review by the Mayor and Council after proper notice is given;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council shall hold a public hearing for the purpose of reviewing, and hearing objections to, said costs on April 20, 2009 at 7:30 PM in the Council Chambers at City Hall in satisfaction of the hearing requirement of said Code;

**BE IT FURTHER RESOLVED**, that the Clerk/Treasurer shall be directed to give notice of such public hearing and review by the Mayor and Council as required by said Code;

**BE IT FURTHER RESOLVED**, that subsequent to said hearing, the Mayor and Council shall confirm said report as submitted, revised, corrected, or modified, or shall deny said report.

Dated: April 6, 2009

FUQUA, YVONNE L  
600 CHURCH ST  
MONROE MI 48161  
Invoice: 153197  
Amount: \$7200.00  
Parcel #: 49-01414-000

TOTAL: \$7,200.00



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Delinquent Sidewalk Invoices

**DISCUSSION:** Attached you will find a list of those persons having unpaid sidewalk assessments. Also attached is a resolution in accordance with Ordinance 76-015 asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing, those charges confirmed by Council will be placed upon the Summer 2009 tax roll.

**Recommendation:** The attached resolution be adopted and a public hearing be set for Monday, April 20, 2009.

**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

**REASON AGAINST:**

**INITIATED BY:** City Treasurer' Office

\_\_\_\_\_  
Charles D. Evans, City Clerk/Treasurer

**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	\$

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** C. Evans

**DATE:** March 16, 2009

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** April 6, 2009

R E S O L U T I O N

**WHEREAS,** the City Assessor has reported and filed a special assessment roll for the expenses of sidewalk repair within the City of Monroe, in those cases where the owners have failed to pay for said sidewalk repair, after notification by the City of Monroe, within the time limit so provided by notice, said assessment plus ten percent penalty having been made under Ordinance No. 76-015, and Section 253 of the Charter of the City of Monroe;

**NOW, THEREFORE, BE IT RESOLVED,** that on April 20th, 2009 at the Council Chambers, City Hall, City of Monroe at 7:30 p.m. the Council will meet to review the Special Assessments so made and that the City Clerk-Treasurer is directed to give notice of such review as required by the Charter,

**NOW, BE IT FURTHER RESOLVED,** that if and when these charges are confirmed by Council they shall be a lien upon the premises and the same shall be collected in the same manner as other city taxes.

Dated: April 6, 2009

HERNANDEZ, HECTOR IJR & KAREN D  
19330 CHESTNUT ST  
SOUTHGATE MI 48195-3160  
Invoice: 152661  
Amount: \$66.84  
Parcel #: 29-00404-039

IVERSON, NORMAN R  
701 BACON ST  
MONROE MI 48161  
Invoice: 152668  
Amount: \$197.17  
Parcel #: 19-00290-000

GOETZ, KENNETH R & KATHLEEN  
825 BACON ST  
MONROE MI 48161  
Invoice: 152673  
Amount: \$108.62  
Parcel #: 19-00313-000

MCDANIEL, DALE E & BUSSELL KELLIE R  
729 HUBBLE ST  
MONROE MI 48161  
Invoice: 152690  
Amount: \$100.26  
Parcel #: 29-00404-063

ROBERTS, STEPHEN & DEBORAH  
622 O'BRIEN ST  
MONROE MI 48161  
Invoice: 152694  
Amount: \$73.52  
Parcel #: 19-00909-000

FEDERAL HOME LOAN MORTGAGE C/O TROTT  
& TROTT  
31440 NORTHWESTERN HWY STE 200  
FARMINGTON HILLS MO 48334-2525  
Invoice: 152702  
Amount: \$70.17  
Parcel #: 29-00386-000

BOYLAN, C & KALLENBERG, J  
510 SMITH ST  
MONROE MI 48161  
Invoice: 152705  
Amount: \$263.86  
Parcel #: 29-00404-010

COLE, BRODY  
721 SMITH ST  
MONROE MI 48161  
Invoice: 152717  
Amount: \$148.71  
Parcel #: 29-00030-000

JOSEPH, PETER A II & RENEE M  
814 SMITH ST  
MONROE MI 48161  
Invoice: 152722  
Amount: \$41.77  
Parcel #: 29-00038-004

DUVALL, CHRISTOPHER & KRISTEN  
324 ADAMS ST  
MONROE MI 48161  
Invoice: 152662  
Amount: \$294.98  
Parcel #: 19-00334-000

MORTGAGE ELECTRONIC REGISTRATION SY  
C/O 1100 VIRGINIA DRIVE P O BOX 8300  
FORT WASHINGTON PA 19034  
Invoice: 152669  
Amount: \$156.29  
Parcel #: 19-00079-000

ZANGARA, SANTO JR  
602 HARRISON ST  
MONROE MI 48161  
Invoice: 152678  
Amount: \$8.35  
Parcel #: 29-00361-000

REECE, DENNIS R & RONNIE R  
733 HUBBLE ST  
MONROE MI 48161  
Invoice: 152691  
Amount: \$66.84  
Parcel #: 29-00404-062

LAKE-STRYCHAR, HEATHER  
628 O'BRIEN ST  
MONROE MI 48161  
Invoice: 152695  
Amount: \$255.65  
Parcel #: 19-00910-000

CLARK, EDWARD & LINDA  
417 SMITH ST  
MONROE MI 48161  
Invoice: 152703  
Amount: \$33.42  
Parcel #: 29-00384-000

NEAVE, BRUCE E  
31 JOHN DR  
MONROE MI 48162  
Invoice: 152709  
Amount: \$66.84  
Parcel #: 29-00404-001

ANDREWS, FLOYD & BUTLER, GRIZEL  
801 SMITH ST  
MONROE MI 48161  
Invoice: 152719  
Amount: \$133.67  
Parcel #: 29-00033-000

VICK, JOSEPH P & MORGAN, JENNIFER L  
429 UNION ST  
MONROE MI 48161  
Invoice: 152723  
Amount: \$287.41  
Parcel #: 19-00348-001

ROBERTS, RENAE  
711 ADAMS ST  
MONROE MI 48161  
Invoice: 152664  
Amount: \$92.88  
Parcel #: 29-00404-042

EVOE, RONALD & EVA  
717 BACON ST  
MONROE MI 48161  
Invoice: 152672  
Amount: \$147.05  
Parcel #: 19-00299-000

BUELL, TIMOTHY F  
12844 S DIXIE HWY  
LASALLE MI 48145  
Invoice: 152688  
Amount: \$36.76  
Parcel #: 29-00060-052

HOPINGS, MARK & CHRISTINA  
737 HUBBLE ST  
MONROE MI 48161  
Invoice: 152692  
Amount: \$220.22  
Parcel #: 29-00404-061

EVANS, DANNY J  
805 O'BRIEN ST  
MONROE MI 48161  
Invoice: 152699  
Amount: \$337.53  
Parcel #: 19-00284-000

STANFORD, JAMES & CHRISTINE  
421 SMITH ST  
MONROE MI 48161  
Invoice: 152704  
Amount: \$33.42  
Parcel #: 29-00383-000

OSBORNE, STEVEN D & SHERRY  
720 SMITH ST  
MONROE MI 48161  
Invoice: 152716  
Amount: \$53.47  
Parcel #: 29-00404-054

NECKEL, DAVID R & KELLY  
805 SMITH ST  
MONROE MI 48161  
Invoice: 152720  
Amount: \$66.84  
Parcel #: 29-00035-000

PILAT, BRANDY  
424 W EIGHTH ST  
MONROE MI 48161  
Invoice: 152731  
Amount: \$66.84  
Parcel #: 29-00038-026

SOUTHWORTH, CLAYTON & BESSIE  
518 W EIGHTH ST  
MONROE MI 48161  
Invoice: 152735  
Amount: \$66.84  
Parcel #: 19-00305-000

HAMLET, ROBERT W  
519 W EIGHTH ST  
MONROE MI 48161  
Invoice: 152736  
Amount: \$55.15  
Parcel #: 19-00310-000

VANECKHOUTTE, S M (LC) DISE, DONALD  
15076 S TELEGRAPH RD  
MONROE MI 48161  
Invoice: 152738  
Amount: \$249.09  
Parcel #: 19-00120-000

FEDERALNATIONAL MORTGAGE ASSOC  
1 S WACKER DR  
CHICAGO IL 60606  
Invoice: 152740  
Amount: \$101.93  
Parcel #: 19-00127-000

MYERS, MARK P  
401 W FIFTH ST  
MONROE MI 48161  
Invoice: 152746  
Amount: \$238.16  
Parcel #: 29-00060-051

HEIDEN, DEBORAH H  
13697 DIXON RD  
DUNDEE MI 48131  
Invoice: 152750  
Amount: \$197.17  
Parcel #: 19-00027-000

MOREQUITY, INC  
7116 EAGLE COURT  
EVANSVILLE, IN 47715  
Invoice: 152751  
Amount: \$133.67  
Parcel #: 19-00028-000

STEVENS, DEAN & CHRISTINE  
407 W FOURTH ST  
MONROE MI 48161  
Invoice: 152757  
Amount: \$263.86  
Parcel #: 29-00060-033

CARTWRIGHT, SCOTT  
424 W FOURTH ST  
MONROE MI 48161  
Invoice: 152759  
Amount: \$66.84  
Parcel #: 29-00060-017

SONAK, RICHARD A & AMY L  
511 W FOURTH ST  
MONROE MI 48161  
Invoice: 152760  
Amount: \$132.01  
Parcel #: 19-00341-000

WILLIS, MICHAEL S & LAURA L  
606 W FOURTH ST  
MONROE MI 48161  
Invoice: 152764  
Amount: \$166.76  
Parcel #: 19-00147-000

GREENPOINT MORTGAGE FUNDING IN  
2300 BROOKSTONE CENTRE PKWY  
COLUMBUS GA 31904-4500  
Invoice: 152765  
Amount: \$71.85  
Parcel #: 19-00149-000

O'SULLIVAN, JOHN F & CAROL Y  
8729 JOANN DR  
NEWPORT MI 48166  
Invoice: 152769  
Amount: \$84.44  
Parcel #: 19-00010-000

KNAPP, JENNIFER L (TR)  
727 W FOURTH ST  
MONROE MI 48161  
Invoice: 152780  
Amount: \$195.50  
Parcel #: 19-00346-000

ROSS, GUNNER & LISA  
503 W FRONT ST  
MONROE MI 48161  
Invoice: 152798  
Amount: \$275.71  
Parcel #: 19-00317-000

BANK OF NEW YORK TRUST CO  
3451 HAMMOND AVENUE  
WATERLOO IA 50702  
Invoice: 152799  
Amount: \$286.37  
Parcel #: 19-00320-000

ATKINSON, JAMES J & CHRISTINE M  
40 E CHESTNUT  
PETERSBURG MI 49270  
Invoice: 152806  
Amount: \$460.16  
Parcel #: 19-00750-000

CARROLL, HOWARD FRANKLIN JR  
2629 EDGEWATER  
MONROE MI 48161  
Invoice: 152808  
Amount: \$295.76  
Parcel #: 19-00230-000

LANGTON, JAMES E & MARGARET ANN  
12850 HUBBELL ST 2  
DETROIT MI 48227-2817  
Invoice: 152809  
Amount: \$200.52  
Parcel #: 29-00330-000

STEWART, CHRISTIE M  
227 W SECOND ST  
MONROE MI 48161  
Invoice: 152812  
Amount: \$202.18  
Parcel #: 29-00399-000

SHUKAIT, NOLA & SKEENS, JOHN M  
611 W SEVENTH ST  
MONROE MI 48161  
Invoice: 152818  
Amount: \$106.94  
Parcel #: 19-00083-000

HALL, JOHN & PAMELA S  
206 W SIXTH ST  
MONROE MI 48161  
Invoice: 152821  
Amount: \$84.44  
Parcel #: 29-00358-000

HORCHNER, CAROLE  
501 W SIXTH ST  
MONROE MI 48161  
Invoice: 152828  
Amount: \$135.35  
Parcel #: 19-00508-000

FEDERAL HOME LOAN MORTGAGE CORP C/O  
TROTT & TROTT  
31440 NORTHWESTERN HWY STE 200  
FARMINGTON HILLS MI 48334-2525  
Invoice: 152830  
Amount: \$103.43  
Parcel #: 19-00509-000

BIEDLINGMAIER, KELLIE M  
516 W SIXTH ST  
MONROE MI 48161  
Invoice: 152832  
Amount: \$66.84  
Parcel #: 19-00483-000

CUNNINGHAM, JANET / K SALLIOTTE  
619 W SIXTH ST  
MONROE MI 48161  
Invoice: 152837  
Amount: \$429.02  
Parcel #: 19-00052-000

THOMAS, RONALD & GLENDA  
1250 UNION ST  
MONROE MI 48161  
Invoice: 152838  
Amount: \$138.69  
Parcel #: 19-00043-000

KOHLER, CHAD E  
626 W SIXTH ST  
MONROE MI 48161  
Invoice: 152839  
Amount: \$66.84  
Parcel #: 19-00041-000

ZALUSKI, WILLIAM J & NATALIE L  
702 W SIXTH ST  
MONROE MI 48161  
Invoice: 152840  
Amount: \$33.42  
Parcel #: 19-00039-000

FEDERAL NATIONAL MORTGAGE ASSOC  
13455 NOEL RD STE 100  
DALLAS TX 75240  
Invoice: 152841  
Amount: \$133.67  
Parcel #: 19-00058-000

HERNANDEZ, HECTOR I & KAREN D  
19330 CHESTNUT ST  
SOUTHGATE MI 48195-3160  
Invoice: 152847  
Amount: \$59.11  
Parcel #: 29-00404-025

LOCHNER, DAVID JOHN  
1373 RIVERVIEW  
MONROE MI 48162  
Invoice: 152849  
Amount: \$70.17  
Parcel #: 29-00060-012

BARTON, STEVEN & LISA (LC) ALVERMAN,  
RICK T  
512 W THIRD ST  
MONROE MI 48161  
Invoice: 152852  
Amount: \$38.43  
Parcel #: 19-00324-000

BENTLEY, PHILLIP S & SHANNON L  
605 W THIRD ST  
MONROE MI 48161  
Invoice: 152853  
Amount: \$113.99  
Parcel #: 19-00143-001

LAGARI, PATRICIA  
31313 NORTH WESTERN STE 218  
FARMINGTON MI 48334  
Invoice: 152855  
Amount: \$68.51  
Parcel #: 19-00142-000

WATERHOUSE, CHRIS & BETTY  
629 W THIRD ST  
MONROE MI 48161  
Invoice: 152856  
Amount: \$166.76  
Parcel #: 19-00139-000

CITIMORTGAGE INC  
5280 CORPORATE DR #1011  
FREDERICK MD 27103-8351  
Invoice: 152857  
Amount: \$228.14  
Parcel #: 19-00137-000

Total: \$9,157.10





# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Delinquent Snow Removal Invoices

**DISCUSSION:** Attached you will find a list of those persons having unpaid snow removal invoices. Also attached is a resolution in accordance with the provisions of Section 253 of the City Charter, as well as Section 1020.04(c) of the Codified Ordinances, asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing, those charges confirmed by Council will be placed upon the Summer 2009 tax roll.

**Recommendation:** The attached resolution be adopted and a public hearing be set for Monday, April 20, 2009.

**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

**REASON AGAINST:**

**INITIATED BY:** City Treasurer' Office

\_\_\_\_\_  
Charles D. Evans, City Clerk/Treasurer

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:**

## FINANCES

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

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** C. Evans

**DATE:** March 16, 2009

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** April 6, 2009

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R E S O L U T I O N

WHEREAS, various persons failed to comply with the provisions of Section 253 of the City Charter, as well as Section 1020.04(c) of the Codified Ordinances, which requires the removal of snow, ice, filth and dirt from sidewalks, within 24 hours after service of said notice, and it was necessary for the City of Monroe to remove such snow on the property of those persons not complying with these provisions of the City Charter and Codified Ordinances; and

WHEREAS, the Department of Public Services submitted an account of the expenses incurred with respect to each parcel of land in carrying out the provisions of such Charter and Ordinance sections and invoices were prepared and sent to the last known owners as reflected by the current tax roll for the costs of such work as allowed by the City of Monroe Codified Ordinance Section 1020.04; and

WHEREAS, the City Assessor has received a list of various persons who have failed to make payment on said invoices, a list of which is attached hereto, and pursuant to the City of Monroe Codified Ordinance has levied the cost of such payment as an assessment upon the premises on the 2009 tax roll; and

WHEREAS, such assessment shall be subject to review, after proper notice is given

18           NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Monroe shall hold a public  
19 hearing on April 20, 2009 at 7:30 p.m. in the Council Chambers, City Hall, City of Monroe, in satisfaction of the  
20 notice requirements of the various Charter and Ordinance sections of the City of Monroe, to review the assessment  
21 upon various premises on the 2009 tax roll of the expenses incurred in the enforcement of the provisions of Codified  
22 Ordinance Section 1020.04

23           BE IT FURTHER RESOLVED, that the Clerk-Treasurer be directed to give notice of such public hearing  
24 and review by City Council as required by the City of Monroe Charter.

25           BE IT FURTHER RESOLVED, that if and when the tax is confirmed by City Council it shall be a lien  
26 upon the premises and the same shall be collected in the same manner as other City taxes.

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28           Dated: April 6, 2009

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SEARL, NICKOLAS J & KIMBERLY A  
130 HOLLYWOOD DR  
MONROE MI 48162  
Invoice: 149718  
Amount: \$93.27  
Parcel #: 59-00588-000

SISUNG, PEGGY  
9870 CRABB RD  
TEMPERANCE MI 48182  
Invoice: 149721  
Amount: \$154.36  
Parcel #: 19-00904-000

MONROE APARTMENTS, LLC  
300 N FIFTH STE 190  
ANN ARBOR MI 48104  
Invoice: 149723  
Amount: \$196.23  
Parcel #: 69-00659-049

FARRIS, SUSAN L  
8050 LAMBERT RD  
ELM GROVE CA 95757  
Invoice: 151356  
Amount: \$82.82  
Parcel #: 39-00536-000

31

32

33 Total: \$526.68







# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Delinquent Blight Invoices

**DISCUSSION:** Attached you will find a list of those persons having unpaid blight removal invoices. Also attached is a resolution in accordance with Ordinance 90-004 asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing those charges confirmed by Council will be placed upon the Summer 2009 tax roll.

**Recommendation:** The attached resolution be adopted and a public hearing be set for Monday, April 20, 2009.

**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

**REASON AGAINST:**

**INITIATED BY:** City Treasurer' Office

\_\_\_\_\_  
Charles D. Evans, City Clerk/Treasurer

**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	\$

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** C. Evans

**DATE:** March 16, 2009

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** April 6, 2009

## RESOLUTION

**WHEREAS,** various persons failed to comply with the provisions of Ordinance No. 90-004 within the 3-day notice period by remediating blighting condition(s) or requesting a hearing on the applicability of specified provision of Ordinance No. 90-004 to the various properties in question which resulted in the Building Official directing the Department of Public Services to remediate the blighted condition(s) by any necessary means; and

**WHEREAS,** the Department of Public Services submitted an account of the expenses incurred with respect to each parcel of land in carrying out the provisions of Ordinance No. 90-004 and invoices were prepared and sent to the last known owners as reflected by the current tax roll for the costs of such work plus a ten (10) percent penalty as allowed by the City of Monroe Charter to cover the cost of supervision and billing expense; and

**WHEREAS,** the City Assessor has received a list of various persons who have failed to make payment on said invoices, a list of which is attached hereto, and pursuant to the City of Monroe Charter and Ordinance No. 90-004 has levied the cost of such payment as an assessment upon the premises on the 2009 tax roll; and

**WHEREAS,** such assessment shall be subject to review, after proper notice is given.

**NOW, THEREFORE, BE IT RESOLVED,** that City Council of the City of Monroe shall hold a public hearing on April 20, 2009 at 7:30 p.m. in the Council Chambers, City Hall, City of Monroe, in satisfaction of the notice requirements of City of Monroe Charter and Ordinance No. 90-004, to review the assessment upon various premises on the 2009 tax roll of the expenses incurred in the enforcement of the provisions of Ordinance No. 90-004.

**BE IT FURTHER RESOLVED,** that the Clerk/Treasurer be directed to give notice of such public hearing and review by City Council as required by the City of Monroe Charter.

**BE IT FURTHER RESOLVED,** that if and when the tax is confirmed by City Council it shall be a lien upon the premises and the same shall be collected in the same manner as other City taxes.

Dated: April 6, 2009

HUDKINS, JILL M  
3674 POST RD  
NEWPORT MI 48166  
Invoice: 151446  
Amount: \$456.24  
Parcel #: 49-01189-000

COTE, SANDRA  
4186 IRENE AVE  
LINCOLN PARK MI 48146  
Invoice: 151447  
Amount: \$872.56  
Parcel #: 49-01186-000

MONROE BANK & TRUST  
102 E FRONT ST  
MONROE MI 48161  
Invoice: 151523  
Amount: \$273.74  
Parcel #: 69-00447-000

FUQUA, YVONNE  
600 CHURCH ST  
MONROE MI 48161  
Invoice: 151676  
Amount: \$428.74  
Parcel #: 49-01414-000

HOUSEHOLD FINANCE CORP III  
636 GRAND REGENCY BLVD  
BRANDON FL 33510  
Invoice: 151678  
Amount: \$601.93  
Parcel #: 59-01234-000

JOHNSON, ROBERT & HELEN  
118 ALMYRA AVE  
MONROE MI 48161  
Invoice: 151679  
Amount: \$331.15  
Parcel #: 49-00047-000

GO INVEST WISELY LLC  
2637 N WASHINGTON BLVD STE 131  
NORTH OGDEN UT 84414  
Invoice: 151807  
Amount: \$414.28  
Parcel #: 49-00287-000

BARTEL, PAUL & JAN  
211 CHARLES ST  
CINCINNATI OH 45215  
Invoice: 151808  
Amount: \$830.14  
Parcel #: 29-00103-000

BANK OF NEW YORK TRUST CO  
3451 HAMMOND AVENUE  
WATERLOO IA 50702  
Invoice: 151809  
Amount: \$1,005.33  
Parcel #: 19-00320-000

HSBC MORTGAGE SERVICES, INC  
636 GRAND REGENCY BLVD  
BRANDON FL 33510-3942  
Invoice: 151815  
Amount: \$380.20  
Parcel #: 69-00545=272

DEUTSCHE BANK NATIONAL TRUST CO  
4708 MERCANTILE DR  
FORT WORTH TX 76137-3605  
Invoice: 152030  
Amount: \$265.13  
Parcel #: 39-00536-000

MOGHUL, FARRUKH & TASLEEM  
1870 CANTERBURY CT  
BLOOMFIELD MI 48302  
Invoice: 152169  
Amount: \$229.65  
Parcel #: 49-01392-000

DURAN, JOE JR  
621 CASS ST  
MONROE MI 48161  
Invoice: 152170  
Amount: \$93.56  
Parcel #: 29-00200-000

BAILS, STEPHEN & LISA  
15127 S DIXIE HWY  
MONROE MI 48161  
Invoice: 152171  
Amount: \$40.36  
Parcel #: 49-01329-000

NATIONAL CITY BANK  
P O BOX 1838  
PITTSBURG PA 15230-1838  
Invoice: 152209  
Amount: \$538.40  
Parcel #: 69-00333-062

LUGARI, PATRICIA  
2043 KEMP  
BLOOMFIELD HILLS MI 48302  
Invoice: 152228  
Amount: \$602.61  
Parcel #: 19-00142-000

BANK OF NEW YORK  
7105 CORPORATE DR #PTX-B-32  
PLANO TX 75024-4100  
Invoice: 152288  
Amount: \$489.83  
Parcel #: 49-01454-001

DEUTSCHE BANK NATIONAL TRUST CO  
3476 STATE VIEW BLVD  
FORT MILLS SC 29715  
Invoice: 152292  
Amount: \$226.16  
Parcel #: 69-01081-000

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152371  
Amount: \$62.07  
Parcel #: 59-01788-033

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152373  
Amount: \$62.07  
Parcel #: 59-01788-032

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152375  
Amount: \$62.07  
Parcel #: 59-01788-031

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152377  
Amount: \$62.07  
Parcel #: 59-01788-036

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152379  
Amount: \$62.07  
Parcel #: 59-01788-039

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152381  
Amount: \$62.07  
Parcel #: 59-01788-037

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152383  
Amount: \$62.07  
Parcel #: 59-01788-040

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152385  
Amount: \$62.07  
Parcel #: 59-01788-042

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152387  
Amount: \$62.07  
Parcel #: 59-01788-044

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152389  
Amount: \$62.07  
Parcel #: 59-01788-045

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152391  
Amount: \$62.07  
Parcel #: 59-01788-046

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152393  
Amount: \$62.07  
Parcel #: 59-01788-060

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152395  
Amount: \$62.07  
Parcel #: 59-01788-059

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152397  
Amount: \$62.07  
Parcel #: 59-01788-058

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152399  
Amount: \$62.07  
Parcel #: 59-01788-057

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152401  
Amount: \$62.07  
Parcel #: 59-01788-056

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152403  
Amount: \$62.07  
Parcel #: 59-01788-054

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152405  
Amount: \$62.07  
Parcel #: 59-01788-053

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152407  
Amount: \$62.07  
Parcel #: 59-01788-052

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152409  
Amount: \$62.07  
Parcel #: 59-01788-050

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152411  
Amount: \$62.07  
Parcel #: 59-01788-049

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152413  
Amount: \$62.07  
Parcel #: 59-01788-048

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152415  
Amount: \$62.07  
Parcel #: 59-01788-047

CHASE HOME FINANCE LLC  
10790 RANCHO BERNARDO RD PO BOX 501830  
SAN DIEGO CA 92127  
Invoice: 152789  
Amount: \$366.81  
Parcel #: 69-00250-000

FARRIS, ROBERT & SHERRY  
417 HUMPRHEY ST  
MONROE MI 48161  
Invoice: 152790  
Amount: \$303.21  
Parcel #: 49-01203-000

LEWIS, BRAD L & OSEMLAK, VIVIAN K  
5937 STADLER  
MONROE MI 48162  
Invoice: 152989  
Amount: \$245.67  
Parcel #: 49-00640-000

STEELE, RODNEY & TANA  
15049 POPLAR  
MONROE MI 48161  
Invoice: 152991  
Amount: \$234.67  
Parcel #: 29-00136-000

US BANK NATIONAL ASSOCIATION BNC  
MORTGAGE LOAN 2006-2  
3476 STATE VIEW BLVD  
FORT MILL SC 29715  
Invoice: 153116  
Amount: \$151.53  
Parcel #: 29-00069-000

CITYBANK NA TRST  
2780 LAKE VISTA DRIVE  
LEWISVILLE TX 75067-3884  
Invoice: 153284  
Amount: \$270.23  
Parcel #: 29-00060-012

HEIDEN, GERALD M & DEBORAH A  
13697 DIXON RD  
DUNDEE MI 48131  
Invoice: 153285  
Amount: \$135.64  
Parcel #: 29-00060-005

NEVILLE, JOSEPH  
607 ALMYRA  
MONROE MI 48161  
Invoice: 153286  
Amount: \$507.94  
Parcel #: 29-00287-000

PIPIS, EDWARD/ BONNEAU, RICHARD  
910 S TELEGRAPH RD  
MONROE MI 48161  
Invoice: 153312  
Amount: \$381.02  
Parcel #: 49-01220-000

COTE, SANDRA  
4186 IRENE AVE  
LINCOLN PARK MI 48146  
Invoice: 151329  
Amount: \$67.15  
Parcel #: 49-01186-000

DADO, IKHLAS/ DADO PROPERTIES, LLC  
25445 LEESTOCK  
FARMINGTON HILLS MI 46336-1564  
Invoice: 151330  
Amount: \$243.79  
Parcel #: 49-01210-000

LENZ, DAVID & CLARA, KATHLEEN  
14279 S TELEGRAPH RD  
LASALLE MI 48145  
Invoice: 151525  
Amount: \$154.60  
Parcel #: 29-00318-001

FRIAR, DAVID A  
429 ST MARYS AVE  
MONROE MI 48162  
Invoice: 151672  
Amount: \$244.70  
Parcel #: 29-00066-000

CHEAP, HELEN L  
726 CASS ST  
MONROE MI 48161  
Invoice: 151673  
Amount: \$344.87  
Parcel #: 29-00066-000

CURRENCE, WILLIAM R II  
705 KINGFISHER CT  
HURON OH 44839-1876  
Invoice: 151674  
Amount: \$343.45  
Parcel #: 49-00950-000

CHEAP, HELEN L  
726 CASS ST  
MONROE MI 48161  
Invoice: 151810  
Amount: \$249.72  
Parcel #: 29-00066-000

BANK OF NEW YORK TRUST CO  
3451 HAMMOND AVENUE  
WATERLOO IA 50702  
Invoice: 151811  
Amount: \$226.73  
Parcel #: 19-00320-000

BUSSELL, PAUL  
3085 FIRST ST  
LASALLE MI 48145  
Invoice: 152032  
Amount: \$72.33  
Parcel #: 49-00690-000

SHIPE, MATTHEW D  
1259 E FRONT ST  
MONROE MI 48161  
Invoice: 152287  
Amount: \$89.16  
Parcel #: 49-01460-001

BICA, JAMES M II  
120 E FRONT ST  
MONROE MI 48161  
Invoice: 152994  
Amount: \$309.91  
Parcel #: 29-00086-000

FIRST HORIZON HOME LOANS  
4000 HORIZON  
IRVING TX 75063  
Invoice: 152786  
Amount: \$595.82  
Parcel #: 49-00083-000

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152787  
Amount: \$555.75  
Parcel #: 59-01788-059

\$15,602.32



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Delinquent Rental Housing Invoices

**DISCUSSION:** Attached you will find a list of those persons having unpaid rental housing invoices. Also attached is a resolution in accordance with Section 1484.07 of the Codified Ordinances, asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing, those charges confirmed by Council will be placed upon the Summer 2009 tax roll.

**Recommendation:** The attached resolution be adopted and a public hearing be set for Monday, April 20, 2009.

**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

**REASON AGAINST:**

**INITIATED BY:** City Treasurer' Office

\_\_\_\_\_  
Charles D. Evans, City Clerk/Treasurer

**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	\$

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** C. Evans

**DATE:** March 16, 2009

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** April 6, 2009

## RESOLUTION

A RESOLUTION AUTHORIZING A PUBLIC HEARING FOR THE PURPOSE OF NOTIFYING CERTAIN PROPERTY OWNERS THAT THOSE RENTAL HOUSING INSPECTION FEES WHICH HAVE REMAINED DELINQUENT MORE THAN NINETY (90) DAYS WILL BE PLACED UPON THE SUMMER TAX ROLL ON

MAY 11, 2009

**WHEREAS**, the city established a rental housing ordinance (Chapter 1484 of the Codified Ordinances) and also established, by resolution, an inspection fee schedule for rental properties, and

**WHEREAS**, several of these inspection fees have become delinquent for more than ninety (90) days, and

**WHEREAS**, Section 1484.07 of the Codified Ordinance of the City of Monroe requires these delinquent fees to become a lien on the property, and

**NOW THEREFORE BE IT RESOLVED**, that a public hearing be held on Monday, April 20, 2009 at 7:30 PM during the regular City Council meeting for the purpose of hearing citizen comments regarding these delinquent inspection fees, and

**BE IT FURTHER RESOLVED**, that those citizens having delinquent invoices in their name(s) be notified, by mail, of the date and time of said public hearing.

Dated: April 6, 2009

FARRIS, ROBERT & SHERRY  
417 HUMPHREY ST  
MONROE MI 48161  
Invoice: CR080691 & CR080692  
Amount: \$600.00  
Parcel #: 49-01149-000

BROWN, DONALD FRANCIS  
3849 W DUNBAR RD  
MONROE MI 48161  
Invoice: CR050126  
Amount: \$300.00  
Parcel #: 49-00676-000

KNAPP, BETH A  
326 N MACOMB ST  
MONROE MI 48162  
Invoice: CR080354  
Amount: \$300.00  
Parcel #: 59-01719-000

FREDERICK, FERDINANDO & S  
215 SAMARIA RD  
TEMPERANCE MI 48182  
Invoice: CR080099  
Amount: \$300.00  
Parcel #: 29-00275-000

MONROE APARTMENTS, LLC  
300 N FIFTH, STE 190  
ANN ARBOR MI 48104  
Invoice: 69-00659-049  
Amount: \$2475.00  
Parcel #: 69-00659-049

FARRIS, ROBERT & SHERRY  
417 HUMPHREY ST  
MONROE MI 48161  
Invoice: CR080693  
Amount: \$300.00  
Parcel #: 49-01188-000

Total: \$4,275.00



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Delinquent Weed & Grass Cutting Invoices

**DISCUSSION:** Attached you will find a list of those persons having unpaid weed and grass cutting invoices. Also attached is a resolution in accordance with Ordinance 74-011, asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing, those charges confirmed by Council will be placed upon the Summer 2009 tax roll.

**Recommendation:** The attached resolution be adopted and a public hearing be set for Monday, April 20, 2009.

**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

**REASON AGAINST:**

**INITIATED BY:** City Treasurer' Office

\_\_\_\_\_  
Charles D. Evans, City Clerk/Treasurer

**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	\$

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** C. Evans

**DATE:** March 16, 2009

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** April 6, 2009

## RESOLUTION

WHEREAS, various persons failed to comply with the provisions of Ordinance No. 74-011 within the time specified as the 2008 annual date under the Ordinance after notice published in the Monroe Evening News on March 21, 2008, and it was necessary for the City of Monroe to remove or cut such weeds, grasses, or plants on the property of the persons not complying with the provisions of the Ordinance; and

WHEREAS, the Department of Public Services submitted an account of the expenses incurred with respect to each parcel of land in carrying out the provisions of Ordinance No. 74-011 and invoices were prepared and sent to the last known owners as reflected by the current tax roll for the costs of such work plus a ten (10) per cent penalty as allowed by the City of Monroe Charter to cover the cost of supervision and billing expense; and

WHEREAS, the City Assessor has received a list of various persons who have failed to make payment on said invoices, a list of which is attached hereto, and pursuant to the City of Monroe Charter and Ordinance No. 74-011 has levied the cost of such payment as an assessment upon the premises on the 2008 tax roll; and

WHEREAS, such assessment shall be subject to review, after proper notice is given.

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Monroe shall hold a public hearing on April 20, 2009 at 7:30 p.m. in the Council Chambers, City Hall, City of Monroe, in satisfaction of the notice requirements of City of Monroe Charter and Ordinance No. 74-011, to review the assessment upon various premises on the 2009 tax roll of the expenses incurred in the enforcement of the provisions of Ordinance No. 74-011.

BE IT FURTHER RESOLVED, that the Clerk-Treasurer be directed to give notice of such public hearing and review by City Council as required by the City of Monroe Charter.

BE IT FURTHER RESOLVED, that if and when the tax is confirmed by City Council it shall be a lien upon the premises and the same shall be collected in the same manner as other City taxes.

Dated: April 6, 2009

HSBC MORTGAGE SERVICES, INC.  
636 GRAND REGENCY BLVD  
BRANDON FL 33510-3942  
Invoice: 151816  
Amount: \$74.33  
Parcel #: 69-00545-272

EASLEY, JANE M  
212 THEODORE DR  
MONROE MI 48162  
Invoice: 151820  
Amount: \$80.19  
Parcel #: 49-00257-000

HACKERT, JAY D  
394 HI-HILL  
LAKE ORION MI 48360  
Invoice: 151825  
Amount: \$64.16  
Parcel #: 49-01061-000

ROTTINGHAUS, BRIAN  
10356 BOULDERCREST DR  
SOUTH LYON MI 48178  
Invoice: 151829  
Amount: \$80.19  
Parcel #: 49-01277-000

WELLS FARGO BANK NA C/O HOMEQ  
SERVICING  
1100 CORPORATE CENTER DR  
RALEIGH NC 27607  
Invoice: 151931  
Amount: \$95.30  
Parcel #: 29-00060-037

AMERICA HOLDING INC  
P O BOX 1714  
MINEOLA NY 11501  
Invoice: 151934  
Amount: \$127.05  
Parcel #: 49-00150-000

BANK OF NEW YORK  
PO BOX 161489  
FORT WORTH TX 76161  
Invoice: 151935  
Amount: \$111.18  
Parcel #: 59-00418-000

BANK OF NEW YORK TRUST CO  
3451 HAMMOND AVENUE  
WATERLOO IA 50702  
Invoice: 151937  
Amount: \$111.18  
Parcel #: 19-00320-000

MOFHUL, FARRUKH & TASLEEM  
1870 CANTERBURY CT  
BLOOMFIELD MI 48302  
Invoice: 151938  
Amount: \$79.43  
Parcel #: 49-01392-000

TAITE, JAMES  
3101 WIDDOCK ST  
ERIE MI 48133  
Invoice: 151939  
Amount: \$95.30  
Parcel #: 49-00506-000

DEUTSCHE BANK NATIONAL TRUST CO.  
6591 IRVINE CENTER DRIVE  
IRVINE CA 92618  
Invoice: 151940  
Amount: \$79.43  
Parcel #: 49-00287-000

LENZ, DAVID & CLARA KATHLEEN  
14279 S TELEGRAPH RD  
LASALLE MI 48145  
Invoice: 151944  
Amount: \$79.43  
Parcel #: 29-00318-001

MICHAEL, JOSEPH A  
51270 SASS RD  
NEW BALTIMORE MI 48047  
Invoice: 151945  
Amount: \$79.43  
Parcel #: 49-01424-000

ASAM, DAVID LEE  
316 MICHIGAN AVE  
MONROE MI 48162  
Invoice: 152043  
Amount: \$111.18  
Parcel #: 59-01486-000

O'SULLIVAN, JOHN F & CAROL Y  
8729 JOANN DR  
NEWPORT MI 48166  
Invoice: 152044  
Amount: \$62.50  
Parcel #: 19-00010-000

CREATIVE LAND DESIGN, INC  
41050 VINCENTI CT  
NOVI MI 48375  
Invoice: 152048  
Amount: \$95.30  
Parcel #: 59-01787-072

GREENPOINT MORTGAGE FUNDING INC  
2300 BROOKSTORE CENTRE PKWY  
COLUMBUS GA 31904-4520  
Invoice: 152049  
Amount: \$79.43  
Parcel #: 59-00738-000

FREDERICK, FERDINANDO & SHARON (LC)  
215 SAMARIA RD  
TEMPERANCE MI 48182  
Invoice: 152050  
Amount: \$116.60  
Parcel #: 49-00690-000

RADOSEVICH, FRANK ROWLAND  
6590 N STONEY CREEK RD  
MONROE MI 48162  
Invoice: 152053  
Amount: \$79.43  
Parcel #: 49-00090-000

BANK OF NEW YORK TRUST CO  
3451 HAMMOND AVENUE  
WATERLOO IA 50702  
Invoice: 152056  
Amount: \$73.63  
Parcel #: 19-00320-000

BRIGGS, KATE L  
29500 FRANKLIN RD - APT 111  
SOUTHFIELD MI 48034  
Invoice: 152058  
Amount: \$88.40  
Parcel #: 29-00386-000

MONROE SHOPPE, LLC  
28511 ORCHARD LAKE RD STE E  
FARMINGTON HILLS MI 48334  
Invoice: 152059  
Amount: \$343.05  
Parcel #: 49-01454-002

GREENPOINT MORTGAGE FUNDING IN  
2300 BROOKSTONE CENTRE PKWY  
COLUMBUS GA 31904-4500  
Invoice: 152060  
Amount: \$95.30  
Parcel #: 19-00149-000

MORTGAGE ELECTRONIC REGIS SYS INC  
4708 MERCANTILE DR  
FORT WORTH TX 76137-3605  
Invoice: 152062  
Amount: \$127.05  
Parcel #: 39-00536-000

SISUNG, PEGGY  
9870 CRABB RD  
TEMPERANCE MI 48182  
Invoice: 152063  
Amount: \$88.40  
Parcel #: 19-00904-000

LIBERTY HOME BUILDERS  
8920 QUAIL CIRCLE DR  
PLYMOUTH MI 48170  
Invoice: 152064  
Amount: \$73.63  
Parcel #: 69-00659-057

BARTEL, PAUL & JAN  
211 CHARLES ST  
CINCINNATI OH 45215  
Invoice: 152066  
Amount: \$79.43  
Parcel #: 29-00103-000

DEPT OF VETERANS AFFAIRS  
1240 EAST 9TH STREET  
CLEVELAND OH 44199  
Invoice: 152068  
Amount: \$73.63  
Parcel #: 59-00126-000

US BANK NATIONAL ASSOCIATION  
3476 STATE VIEW BLVD  
FORT MILL SC 29715  
Invoice: 152069  
Amount: \$117.80  
Parcel #: 69-00073-163

BANK OF NEW YORK TRUST CO.  
3451 HAMMOND AVENUE  
WATERLOO IA 50702  
Invoice: 152070  
Amount: \$111.18  
Parcel #: 19-00320-000

HILL, NATALIE  
733 WOODVILLE AVE  
MONROE MI 48161  
Invoice: 152075  
Amount: \$127.05  
Parcel #: 19-00576-000

COTE, SANDRA  
4186 IRENE AVE  
LINCOLN PARK MI 48146  
Invoice: 152076  
Amount: \$79.43  
Parcel #: 49-01186-000

BARTEL, PAUL J & JAN  
211 CHARLES ST  
CINCINNATI OH 45215  
Invoice: 152077  
Amount: \$45.05  
Parcel #: 29-00104-000

HUNTINGTON NATIONAL BANK  
2361 MORSE RD  
COLUMBUS OH 43229  
Invoice: 152078  
Amount: \$147.30  
Parcel #: 19-00089-000

DEUTSCHE BANK NATIONAL TRUST CO  
6591 IRVINE CENTER DRIVE  
IRVINE CA 92618  
Invoice: 152080  
Amount: \$97.00  
Parcel #: 49-00287-000

HSBC MORTGAGE SERVICES, INC  
636 GRAND REGENCY BLVD  
BRANDON FL 3510-3942  
Invoice: 152081  
Amount: \$127.05  
Parcel #: 69-00545-272

FIQUA, YVONNE L  
401 RAILROAD ST  
MONROE MI 48161  
Invoice: 152084  
Amount: \$79.43  
Parcel #: 49-01414-000

ROTTINGHAUS, BRIAN  
10356 BOULDERCREST DR  
SOUTH LYON MI 48178  
Invoice: 152085  
Amount: \$79.43  
Parcel #: 49-01277-000

CREATIVE LAND DESIGN, INC  
41050 VENCENTI COURT  
NOVI MI 48375  
Invoice: 152088  
Amount: \$73.63  
Parcel #: 59-01788-025

YAP, ANTONIO/LUMM, KEND (ETAL)  
25165 W RIVER RD  
PERRYSBURG OH 43551  
Invoice: 152089  
Amount: \$56.33  
Parcel #: 69-00766-000

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152090  
Amount: \$73.63  
Parcel #: 59-01788-023

LAGARI, PATRICIA  
31313 NORTH WESTERN STE 218  
FARMINGTON MI 48334  
Invoice: 152091  
Amount: \$73.63  
Parcel #: 19-00142-000

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152092  
Amount: \$73.63  
Parcel #: 59-01788-024

MATTICE, ROBERT & BARBARA  
626 NAVARRE ST  
MONROE MI 48161  
Invoice: 152096  
Amount: \$79.43  
Parcel #: 39-00452-000

BURNETTE, JEREMY N & JANA  
5729 NELSON DR  
NEWPORT MI 48166  
Invoice: 152097  
Amount: \$95.30  
Parcel #: 39-00457-000

BKY LLC  
1530 RIVONA DR  
WATERFORD MI 48328  
Invoice: 152098  
Amount: \$127.05  
Parcel #: 69-00073-009

MONROE SHOPPE, LLC  
28511 ORCHARD LAKE RD STE E  
FARMINGTON HILLS MI 48334  
Invoice: 152111  
Amount: \$145.55  
Parcel #: 49-01454-002

MONROE SHOPPE, LLC  
28511 ORCHARD LAKE RD STE E  
FARMINGTON HILLS MI 48334  
Invoice: 152112  
Amount: \$145.55  
Parcel #: 49-01454-000

MONROE SHOPPE, LLC  
28511 ORCHARD LAKE RD STE E  
FARMINGTON HILLS MI 48334  
Invoice: 152114  
Amount: \$103.95  
Parcel #: 49-01454-004

RIGDON, KENNETH ALLEN  
1015 E THIRD ST  
MONROE MI 48161  
Invoice: 152117  
Amount: \$79.43  
Parcel #: 49-01165-000

MICHAEL, JOSEPH A  
51270 SASS RD  
NEW BALTIMORE MI 48047  
Invoice: 152118  
Amount: \$62.50  
Parcel #: 49-01424-000

MOGHUL, FARRUKH & TASLEEM  
1870 CANTERBURY CT  
BLOOMFIELD MI 48302  
Invoice: 152119  
Amount: \$79.43  
Parcel #: 49-01392-000

TAITE, JAMES  
3101 WIDDOCK ST  
ERIE MI 48133  
Invoice: 152120  
Amount: \$79.43  
Parcel #: 49-00506-000

SUNDBERG, LAURIE JAN  
10229 US TURNPIKE  
SOUTH ROCKWOOD MI 48179  
Invoice: 152152  
Amount: \$58.34  
Parcel #: 59-00738-000

BAILS, STEVEN  
15127 S DIXIE HWY  
MONROE MI 48161  
Invoice: 152153  
Amount: \$215.92  
Parcel #: 49-01385-000

EADS, PAUL JR & BETH  
5003 DICKENS  
RICHMOND VA 23230-1903  
Invoice: 152155  
Amount: \$78.67  
Parcel #: 39-00264-000

HACKERT, JAY D  
3245 PARKWOOD DR  
MONROE MI 48162  
Invoice: 152157  
Amount: \$78.67  
Parcel #: 49-01061-000

CREATIVE LAND DESIGN, INC  
41050 VINCENTI CT  
NOVI MI 48375  
Invoice: 152161  
Amount: \$72.93  
Parcel #: 59-01787-072

MENDEZ, LINDA & DENESIA  
721 UNION STREET  
MONROE MI 48161  
Invoice: 152163  
Amount: \$72.93  
Parcel #: 49-00426-000

VINTON, NATHAN & JACKSON, CHARLES  
204 E SEVENTH ST  
MONROE MI 48161  
Invoice: 152164  
Amount: \$58.34  
Parcel #: 39-00057-000

BANK OF NEW YORK  
PO BOX 161489  
FORT WORTH TX 76161  
Invoice: 152165  
Amount: \$58.34  
Parcel #: 59-00418-000

NATIONAL CITY BANK  
P O BOX 1838  
PITTSBURG PA 15230-1838  
Invoice: 152166  
Amount: \$55.79  
Parcel #: 69-00333-062

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152212  
Amount: \$58.34  
Parcel #: 59-01788-025

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152213  
Amount: \$58.34  
Parcel #: 59-01788-024

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152214  
Amount: \$58.34  
Parcel #: 59-01788-023

CITI MORTGAGE  
1111 NORTHPOINT  
COPPELL TX 75019  
Invoice: 152216  
Amount: \$59.48  
Parcel #: 59-01604-000

BKY LLC  
1530 RIVONA DR  
WATERFORD MI 48328  
Invoice: 152217  
Amount: \$116.68  
Parcel #: 69-00073-009

SISUNG, PEGGY  
9870 CRABB RD  
TEMPERANCE MI 48182  
Invoice: 152218  
Amount: \$87.55  
Parcel #: 19-00904-000

MONROE SHOPPE, LLC  
28511 ORCHARD LAKE RD STE E  
FARMINGTON HILLS MI 48334  
Invoice: 152220  
Amount: \$110.12  
Parcel #: 49-01454-000

BANK OF NEW YORK  
7105 CORPORATE DR #PTX-B-32  
PLANO TX 75024-4100  
Invoice: 152221  
Amount: \$186.19  
Parcel #: 49-01454-001

MONROE SHOPPE, LLC  
28511 ORCHARD LAKE RD STE E  
FARMINGTON HILLS MI 48334  
Invoice: 152222  
Amount: \$110.12  
Parcel #: 49-01454-002

MONROE SHOPPE, LLC  
28511 ORCHARD LAKE RD STE E  
FARMINGTON HILLS MI 48334  
Invoice: 152223  
Amount: \$125.84  
Parcel #: 49-01454-004

MONROE HOUSING COMMISSION  
1140 S TELEGRAPH RD  
MONROE MI 48161  
Invoice: 152224  
Amount: \$72.93  
Parcel #: 49-01128-000

CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS OH 43219-6009  
Invoice: 152226  
Amount: \$102.10  
Parcel #: 19-00103-000

WISE, JOSEPH D  
703 W SEVENTH ST  
MONROE MI 48161  
Invoice: 152279  
Amount: \$72.23  
Parcel #: 19-00089-000

DEUTSCHE BANK NATIONAL TRUST CO  
6591 IRVINE CENTER DRIVE  
IRVINE CA 92618  
Invoice: 152280  
Amount: \$72.23  
Parcel #: 49-00287-000

MONROE TRANSFER  
9607 DEARBORN AVE  
DETROIT MI 48209  
Invoice: 152282  
Amount: \$1972.55  
Parcel #: 49-01513-000

DEUTSCHE BANK NATIONAL TRUST CO  
3476 STATE VIEW BLVD  
FORT MILLS SC 29715  
Invoice: 152284  
Amount: \$155.81  
Parcel #: 69-01081-000

PAGE, JOHN H C/O DEBRA EDWARDS  
914 MAPLE BLVD  
MONROE MI 48162  
Invoice: 152285  
Amount: \$57.78  
Parcel #: 49-01412-000

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152372  
Amount: \$42.51  
Parcel #: 59-01788-033

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152374  
Amount: \$42.51  
Parcel #: 59-01788-032

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152376  
Amount: \$42.51  
Parcel #: 59-01788-031

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152378  
Amount: \$42.51  
Parcel #: 59-01788-036

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152380  
Amount: \$42.51  
Parcel #: 59-01788-039

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152382  
Amount: \$42.51  
Parcel #: 59-01788-037

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152384  
Amount: \$42.51  
Parcel #: 59-01788-040

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152386  
Amount: \$42.51  
Parcel #: 59-01788-042

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152388  
Amount: \$42.51  
Parcel #: 59-01788-044

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152390  
Amount: \$42.51  
Parcel #: 59-01788-045

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152392  
Amount: \$42.51  
Parcel #: 59-01788-046

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152394  
Amount: \$42.51  
Parcel #: 59-01788-060

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152396  
Amount: \$42.51  
Parcel #: 59-01788-059

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152398  
Amount: \$42.51  
Parcel #: 59-01788-058

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152400  
Amount: \$42.51  
Parcel #: 59-01788-057

CREATIVE LAND DESIGN, INC.  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152402  
Amount: \$42.51  
Parcel #: 59-01788-056

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152404  
Amount: \$42.51  
Parcel #: 59-01788-054

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152406  
Amount: \$42.51  
Parcel #: 59-01788-053

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152408  
Amount: \$42.51  
Parcel #: 59-01788-052

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152410  
Amount: \$42.51  
Parcel #: 59-01788-050

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152412  
Amount: \$42.51  
Parcel #: 59-01788-049

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152414  
Amount: \$42.51  
Parcel #: 59-01788-048

CREATIVE LAND DESIGN, INC  
41050 VINCENTI COURT  
NOVI MI 48375  
Invoice: 152416  
Amount: \$42.51  
Parcel #: 59-01788-047

HSBC MORTGAGE SERVICES, INC  
636 GRAND REGENCY BLVD  
BRANDON FL 33510-3942  
Invoice: 152501  
Amount: \$108.00  
Parcel #: 69-00545-272

ROTTINGHAUS, BRIAN  
10356 BOULDERCREST DR  
SOUTH LYON MI 48178  
Invoice: 152503  
Amount: \$71.53  
Parcel #: 49-01277-000

CREATIVE LAND DESIGN, INC  
41050 VINCENTI CT  
NOVI MI 48375  
Invoice: 152504  
Amount: \$61.72  
Parcel #: 59-01787-003

CREATIVE LAND DESIGN, INC  
41050 VINCENTI CT  
NOVI MI 48375  
Invoice: 152505  
Amount: \$61.72  
Parcel #: 59-01787-072

BRIGGS, KATE L  
29500 FRANKLIN RD - APT 111  
SOUTHFIELD MI 48034  
Invoice: 152508  
Amount: \$138.85  
Parcel #: 29-00386-000

HSBC MORTGAGE SERVICES INC  
636 REGENCY BLVD  
BRANDON FL 33510  
Invoice: 152509  
Amount: \$123.42  
Parcel #: 29-00385-000

CHASE HOME FINANCE LLC  
PO BOX 501830  
SAN DIEGO CA 92127  
Invoice: 152510  
Amount: \$92.57  
Parcel #: 69-00250-000

WISE, JOSEPH D  
703 W SEVENTH ST  
MONROE MI 48161  
Invoice: 152607  
Amount: \$108.00  
Parcel #: 19-00089-000

MCCLEERY, JODY A  
710 W EIGHTH ST  
MONROE MI 48161  
Invoice: 152608  
Amount: \$108.00  
Parcel #: 19-00103-000

BANK OF NEW YORK MELLON  
PO BOX 161489  
FORT WORTH TX 76161  
Invoice: 152609  
Amount: \$77.15  
Parcel #: 59-00418-000

TOTAL: \$11,258.00



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: PROPOSED RESOLUTION TO RECOGNIZE HOLIDAY CAMP ASSOCIATION, INC. OF MONROE AS A NON-PROFIT ORGANIZATION**

**DISCUSSION:** Holiday Camp Association, Inc. of Monroe has requested that they be officially recognized as a non-profit organization in the Monroe community. The Resolution of official recognition is necessary in order to apply for a charitable gaming license from the State of Michigan Lottery Division.

The proposed Resolution is presented for your review and approval.

It is recommended that the Resolution be adopted.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:**

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**

For

Against

**REASON AGAINST:**

**INITIATED BY:**

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:**

## **FINANCES**

**COST AND REVENUE PROJECTIONS:**

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

**SOURCE OF FUNDS:**

City

Account Number

Amount

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

Other Funds

\$  
\$  
\$  
\$

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** City Manager's Office

**DATE:** 3/31/09

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** 4/06/09

## **RESOLUTION**

**WHEREAS**, the Holiday Camp Association, Inc. of Monroe has determined that it may be necessary or appropriate to conduct raffles or similar fund-raising activities as part of its future fundraising efforts in order to continue its service to the Monroe community; and

**WHEREAS**, the Michigan Bureau of State Lottery requires organizations seeking licenses or registering for future licensing to be recognized by resolution adopted by the city in which the organization conducts its principal activities as a "local civic organization"; and

**WHEREAS**, the Holiday Camp Association, Inc. of Monroe has requested that the City Council of the City of Monroe pursuant to regulations of the Michigan Bureau of State Lottery formally recognize the Holiday Camp Association, Inc. of Monroe as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Lottery.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Monroe hereby formally recognizes the Holiday Camp Association, Inc. of Monroe as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Bureau of State Lottery.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be provided to the Holiday Camp Association, Inc. of Monroe so that it may file with the Michigan Bureau of State Lottery.



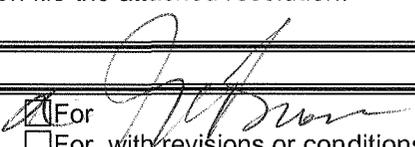
# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Proposed "Buy American" Resolution

**DISCUSSION:** The City of Monroe received a request from Mr. Blue Wilson of the Alliance for American Manufacturing, to adopt a resolution of support for the "Buy American Products" campaign. This request and the additional materials submitted have been attached for your review. This request was reviewed by the Engineering and Public Service Department, Utilities Department, Planning Department, and City Attorney's Office. All staff had some concerns, ranging from avoidance of instituting a cumbersome waiver process, limitation of potentially experimental products (such as in public works type applications), and supplies consisting of mixed components (purchases of automobiles and construction equipment with parts manufactured in one country but assembled in another, for example). However, there was general support for the concept. The attached resolution is modified from the sample one proposed by the requesting party, with the primary modification being the elimination of any formal waiver in circumstances where the City staff feels that meeting the terms of the resolution are unduly burdensome to the taxpayers.

**IT IS RECOMMENDED** that the City Council accept and place on file the attached resolution.

**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:** City Manager's Office

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, All City Departments, All City Taxpayers at large

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	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

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Dir. of Engineering and Public Services      **DATE:** 04/03/09

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

**DATE:** 04/03/09

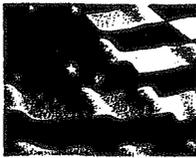
**COUNCIL MEETING DATE:** April 6, 2009

## 2009 Resolution on the Spending of Federal Economic Renewal Grants

- 1 WHEREAS, the economic downtown is having a critical impact on  
2 everyday Americans who are struggling to maintain or find jobs in an  
3 increasingly difficult environment, and
- 4 WHEREAS, those same Americans are the taxpayers that provide the  
5 revenue needed to operate essential government services, and
- 6 WHEREAS, Congress and President Obama have implemented a  
7 taxpayer-sponsored economic recovery package that will provide billions  
8 of dollars to help economically devastated cities and states provide jobs  
9 to millions of out-of-work Americans through considerable infrastructure  
10 rebuilding, green energy projects and other projects that will require  
11 manufactured components, and
- 12 WHEREAS, our taxpayer dollars should be spent to maximize the creation  
13 of American jobs and restoring the economic vitality of our communities,  
14 and
- 15 WHEREAS, any domestically produced products that are purchased with  
16 economic recovery plan monies will help struggling American families and  
17 will help stabilize our greater economy, and
- 18 WHEREAS, any economic recovery plan spending should, whenever  
19 feasible, buy materials, goods and services for projects from companies  
20 that produce these products within the United States, thus employing the  
21 very workers that pay the taxes for the economic recover plan spending.
- 22 THEREFORE, BE IT RESOLVED THAT, we the undersigned will work to  
23 maximize the creation of American jobs and restore economic growth  
24 and opportunities by spending economic recovery plan funds whenever  
25 possible on products and services that both create jobs and help keep  
26 Americans employed.

PLEASE RETURN TO  
ADMINISTRATOR AMERICAN MATH  
Blair Wilson COORDINATOR M.L.  
CWilson@WYAN.ORG  
1230 Chestnut  
WYANBORO MA 01892  
734-558-5398

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**2009 Resolution on the Spending of  
Federal Economic Renewal Grants to**

\_\_\_\_\_



**WHEREAS**, the economic downturn is having a critical impact on everyday Americans who are struggling to maintain or find jobs in an increasingly difficult environment, and

**WHEREAS**, those same Americans are the taxpayers that provide the revenue needed to operate essential government services, and

**WHEREAS**, Congress and President Obama are planning a taxpayer-sponsored economic recovery package that will provide billions of dollars to help economically devastated cities and states immediately provide jobs to millions of out-of-work Americans through considerable infrastructure rebuilding, green energy projects and other projects that will require manufactured components, and

**WHEREAS**, our taxpayer dollars should be spent to maximize the creation of American jobs and restoring the economic vitality of our communities, and

**WHEREAS**, any domestically produced products that are purchased with economic recovery plan monies will immediately help struggling American families and will help stabilize our greater economy, and

**WHEREAS**, any economic recovery plan spending should – to every extent possible – include a commitment from (\_\_\_\_\_) to buy materials, goods and services for projects from companies that are produced within the United States, thus employing the very workers that pay the taxes for the economic recovery plan spending in the first place.

**THEREFORE,**

**BE IT RESOLVED THAT**, we the undersigned will work to maximize the creation of American jobs and restoring economic growth and opportunity by spending economic recovery plan funds on products and services that both create jobs and help keep Americans employed.

**BE IT FURTHER RESOLVED THAT**, we commit to purchasing only products and services that are made or performed in the United States of America whenever and wherever possible with any economic recovery monies provided to (\_\_\_\_\_) by the American taxpayers, AND

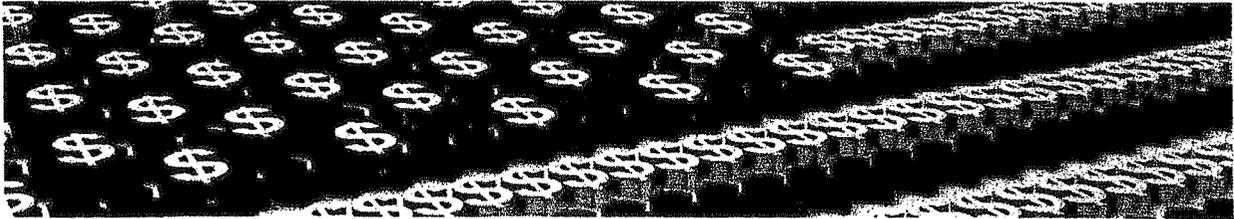
**BE IT FURTHER RESOLVED THAT**, as legislators of (\_\_\_\_\_), we commit to publish any requests to waive these procurement priorities so as to give American workers and producers the opportunity to identify and provide the American products and services that will maximize the success of our nation’s economic recovery program.

_____ Signature	_____ Printed Name	_____ Date



For Your Information

## The Facts on 'Buy America' and Domestic Sourcing



As the House and Senate debate the merits and specifics of an economic recovery package for the U.S. economy, considerable misinformation (Business Roundtable-led letter, Jan. 22) has been spread on the impact of including domestic sourcing provisions for infrastructure investment. Some parties have erroneously claimed that such requirements are illegal or could serve as the basis for a wider trade conflict (Washington Post, 'Trade Test,' Jan. 28).

The bill that passed the House recently (H.R. 1) contains specific language requiring the use of American-made iron and steel for any infrastructure projects. It is possible that a Senate bill may expand this requirement to all manufactured goods. In truth, these 'Buy America' provisions are fully consistent with existing U.S. trade obligations and can help to strengthen the U.S. economy and create jobs.

**Myth: Manufacturing doesn't need any help.**

**Fact:** 4 million U.S. manufacturing jobs have been lost since 2000, amounting to losses of nearly one-fourth of all U.S. manufacturing jobs. In 2007 alone, the U.S. shed 800,000 manufacturing jobs. Factory orders now stand at record lows while the U.S. racked up a \$700 billion trade deficit in 2007. [U.S. Census Bureau data.]

**Myth: This is a major and unprecedented expansion of Buy America laws.**

**Fact:** The U.S. has had such laws in place for 70 years, starting with the Buy American Act of 1933. The Department of Defense has had its own

Buy America provision (The Berry Amendment) since 1941. In addition, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and Federal Railroad Administration (FRA) all have long-standing Buy America provisions. In part the provisions in H.R. 1 simply provide greater transparency in the use of Federal funds.

**Myth: This violates our trade agreements.**

**Fact:** The Visclosky Amendment in H.R. 1 contains complete flexibility to ensure that the U.S. complies with all international commitments for procurement and will allow the waiver of domestic preference when required by trade agreement obligations. These trade agreements do however allow for domestic preference under a number of circumstances. The amendment merely insures that U.S. materials will be preferred when it is permitted. These preferences were negotiated for a reason. It would be irresponsible not to utilize them to the fullest extent possible.

**Myth: This will ignite a trade war and deepen the depression.**

**Fact:** Total two-way U.S. trade in goods and services amounted to approximately \$4 trillion in 2007. In comparison, the economic recovery bill is projected to include approximately \$90 billion for infrastructure projects. Ensuring that some of the \$90 billion used to rebuild American infrastructure is spent on American materials is a tiny fraction of the \$2 trillion in goods that the U.S. purchased from the rest of the world in 2007. [U.S. Census Bureau data.]

**Myth: As the world's "largest exporter," the U.S. could be hurt by not buying foreign-made goods because our trading partners would then refuse to buy from us.**

**Fact:** Actually, the U.S. is, by far, the world's largest importer, soaking up a net \$819 billion in goods in 2007. [U.S. Census Bureau data.] The U.S. imports far more than it exports, a balance of sales that our trading partners are anxious to preserve. This is not about restricting imports. It is about using taxpayer dollars, when allowed by our international obligations, to purchase U.S.-produced goods. As the global downturn has progressed, many industrialized countries such as France and China have already taken similar action to support their domestic manufacturing base.

**Myth: This will raise the cost of projects.**

**Fact:** Additional cost—if any—is more than justified. Purchasing high-quality American-made materials yields an enormous productivity dividend, both in terms of jobs created and the overall reward to the economy. Infrastructure investment would undoubtedly create millions of new U.S. jobs, but there is also the importance of revitalizing the American manufacturing base, which is uniquely capable of generating 4-5 new jobs for each employed manufacturing worker. There are also provisions in Buy America laws to protect American taxpayers. [Source: Heintz, Pollin, Garrett-Peltier, "How Infrastructure Supports the U.S. Economy."]

**Myth: This is poor economics.**

**Fact:** Supporting domestic manufacturing by purchasing American-made products is the one method that will not result in the "leakage" of U.S. funds overseas, a problem cited by such mainstream economists as BusinessWeek's Michael Mandel. A concerted domestic procurement program could actually increase U.S. manufacturing job creation by 33% while ensuring that taxpayer dollars actually go directly to job creation. [Heintz, Pollin, Garrett-Peltier.]

**Myth: The recovery package won't stimulate jobs, just spending.**

**Fact:** A recent University of Massachusetts study finds that infrastructure investment could create as many as 18,000 jobs for every \$1 billion invested. [Heintz, Pollin, Garrett-Peltier.]

**Myth: This is special treatment for manufacturing.**

**Fact:** The recent TARP legislation and auto rescue package were limited to domestic banks and automakers, yet no objections were raised. This is simply the use of U.S. taxpayer money to sustain vital American jobs.

**Myth: The U.S. is setting a bad example.**

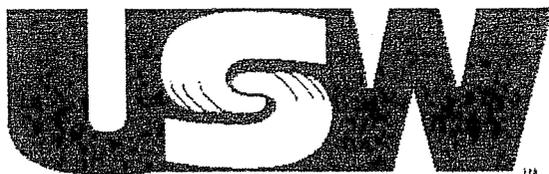
**Fact:** The U.S. has been a leading party in reaching broad international procurement agreements, has adhered to all related obligations, and has set a strong example of sourcing materials globally for its domestic governmental projects. By contrast, other countries have held themselves out of the reform movement and have instead opted to promote their own manufacturing base through closed self-procurement programs. A good example is China, which, in addition to a recent \$586 billion stimulus program, continues to subsidize its own producers via deliberate (and illegal) currency undervaluation. Until countries like China make the same commitments, and sign-on to internationally accepted procurement agreements, the U.S. will accomplish nothing by making yet more unilateral concessions.

**Myth: Buy American provisions are controversial.**

**Fact:** The Visclosky Amendment was adopted in committee on a 55-0 vote. A domestic sourcing amendment (Kissell) related to textiles was adopted by the full House of Representatives on a voice vote. A Harris Interactive poll released last week shows that more than 90% of the public surveyed support Buy American requirements.

**More information is available at [www.americanmanufacturing.org](http://www.americanmanufacturing.org)**

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

Leo W. Gerard  
International President

January 27, 2009

VIA FAX

The Honorable Nancy Pelosi  
Speaker  
United States House of Representatives  
Washington, D.C. 20515

The Honorable Harry Reid  
Majority Leader  
United States Senate  
Washington, D.C. 20510

Dear Speaker Pelosi and Majority Leader Reid:

The current economic crisis has shaken the economy to the core, destabilizing every sector and creating incredible hardship for millions of Americans, including over 100,000 United Steelworkers members who have been laid-off or lost their jobs. On behalf of the United Steelworkers (USW), I urge the Congress to pass this bold and far-reaching stimulus package that saves and creates good jobs for American workers and rebuilds our nation's infrastructure as it rebuilds our economy while helping those most in need. USW is grateful for your leadership so far in this effort to craft effective legislation, is heartened by the emphasis on infrastructure improvements in the legislation currently under consideration, and hopes to continue to play a constructive role as the process moves forward.

Spent correctly, federal investment in new sources of clean energy, as well as the reconstruction and modernization of America's roads, bridges, transit systems, waterways, schools, public buildings, and electrical grid can create millions of new jobs. Infrastructure projects stretching over several years will create not only construction jobs, but have the potential to create a huge expansion in manufacturing to meet the demand for materials. This increase in demand is sorely needed by a manufacturing base that has been battered by years of bad trade policy, undercut by unscrupulous acts by its international competitors, and dealt a harsh blow by the current economic climate. It should be the goal of Congress to insure that, to the extent possible, those projects are built with domestically-sourced materials.

Workers in staggering numbers are being laid off every day as businesses react to decreasing demand. The assurance of a market for goods that the Economic Recovery Package will provide is the incentive employers need to expand production to meet that demand, creating good manufacturing jobs. Further, that increased production and supply will allow American manufacturers to rebuild their economies of scale, allowing them to be even more competitive in the future, allowing more production increases and more good jobs. This sustainable industrial expansion should be the goal of Congress and the American people.

President Obama spoke last week of the capacity of Americans to, when faced with a common danger, rise to meet it. USW and millions of other workers stand ready to meet that challenge and rebuild our nation and ensure our long-term prosperity, we therefore **urge Congress to swiftly pass HR 1, the American Economic Recovery & Economic Reinvestment Plan**. American manufacturing built up the middle class once, and it can do it

again. It just needs bold, forward-looking leadership to help make it happen. Again, I thank you for the leadership you have shown so far, and hope the USW can continue to provide a constructive and positive contribution in the weeks and months ahead.

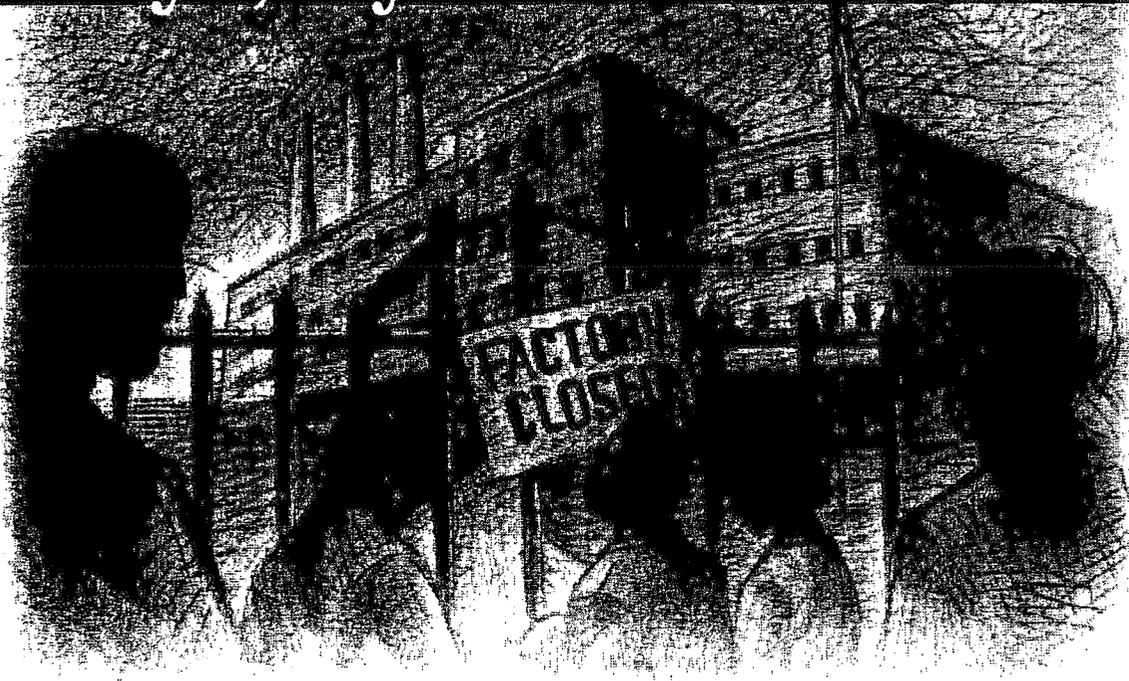
Sincerely,

Leo W. Gerard  
International President

LWG/pak

c: U.S. House of Representatives

# Buy America... or Bye, Bye American Jobs.



## We Need the Stimulus Here at Home

Opponents of Buy America provisions in the economic recovery package apparently are more interested in stimulating the economies of China and other nations than the economy here at home. Research shows that 33 percent more manufacturing jobs will be created by including domestic sourcing provisions. Without these provisions, those manufacturing jobs will go overseas, at U.S. taxpayers' expense. Congress must preserve Buy America rules in the economic recovery package to stop the tragic loss of jobs—manufacturing shed 800,000 jobs last year, 200,000 last month alone.

## Buy America is an American Tradition

For over 70 years, the United States has had Buy America laws, beginning with the Buy American Act of 1933. Why? Because they guarantee we can build and rebuild our infrastructure with high-quality American-made materials. This isn't a trade issue... it's a jobs issue. That's why Ronald Reagan signed legislation expanding Buy America laws in 1982 in the midst of a recession, to spur employment.

## Buy America Is Good for Trade

Domestic sourcing provisions in the economic recovery package ensure that the United States does not violate current trade agreements. No case has ever been won at the World Trade Organization (WTO) against Buy America laws. Russia, China, Japan, Brazil, South Korea, India, and France all have procurement practices stronger or more restrictive than ours. Why would we want to tilt the playing field farther away from our workers and businesses by eliminating Buy America?

## Americans Overwhelmingly Support Buy America

In a survey by Harris Interactive, 84 percent of respondents favored including "Buy America" provisions, compared with only 4 percent who were strongly opposed. The American people—Democrats, Republicans and Independents—want their tax dollars to create jobs here at home.

## Buy America Opponents Would Push Jobs Offshore

The outsourcing lobby has launched an attack on Buy America laws, which are normally applied to all major infrastructure expenditures. They join Buy America critics like China and Russia that seek to bail out their economies at the expense of American jobs. It's up to Congress to look out for our interests.

## Congress, Do Right By Americans. Support Buy America.

Alliance for American Manufacturing [www.americanmanufacturing.org](http://www.americanmanufacturing.org)



Alliance for American Manufacturing  
727 Fifteenth Street NW, Suite 700  
Washington, DC 20005

Wall Street's bailed out...

**while we're left out.**

... economy is getting worse

... millions losing jobs

... 100 of them factory jobs

... non-union jobs

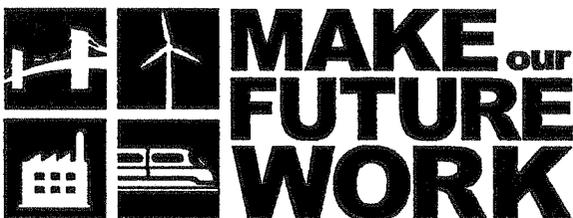
... no future

**ENOUGH IS ENOUGH. JOIN OUR FIGHT.**

Support *our* plan for economic renewal that:

- Pushes for investment in manufacturing, infrastructure and green jobs
- Requires American tax dollars be spent on American products
- Rebuilds the Middle Class by giving employees the choice to unionize and collectively bargain

**[www.makeourfuturework.org](http://www.makeourfuturework.org)**



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© 2009 U.S.W. LABEL  
3657



# \$800,000,000,000 of our money...

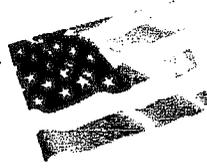
Make sure it's spent to create good jobs at home.

The economic recovery bill will send billions to state and local governments for programs and projects such as building roads and bridges. Don't let this money boost the economies of China and other nations.

Get lawmakers at every level to sign our "Buy American" resolution. Download the toolkit at [www.usw.org/buyamerica](http://www.usw.org/buyamerica). We'll walk you through every step of the process and give you all the tools you need.

Together, we can Make Our Future Work for everybody.

[www.makeourfuturework.org](http://www.makeourfuturework.org)  
+1 866-836-5103



## 2009 Resolution on the Spending of Federal Economic Renewal Grants to



WHEREAS, the economic downturn is having a critical impact on everyday Americans who are struggling to maintain or find jobs in an increasingly difficult environment, and

WHEREAS, those same Americans are the taxpayers that provide the revenue needed to fund essential government services, and

WHEREAS, Congress and President Obama are planning a taxpayer-sponsored economic package that will provide billions of dollars to help economically devastated cities and immediately provide jobs to millions of out-of-work Americans through considered rebuilding, green energy projects and other projects that will require manufacturing,

WHEREAS, our taxpayer dollars should be spent to maximize the creation of American jobs and restoring the economic vitality of our communities, and

WHEREAS, any domestically produced products that are purchased with economic recovery monies will immediately help struggling American families and will help stabilize the economy, and

WHEREAS, any economic recovery plan spending should be directed to every even dollar of economic recovery monies to buy materials and services that are produced within the United States, thus maximizing the success of our nation's economic recovery plan spending in the first place,

### THEREFORE,

BE IT RESOLVED THAT, we the undersigned will work to maximize economic growth and opportunity by spending economic recovery monies and help keep Americans employed and services that both create jobs and help keep Americans employed.

BE IT FURTHER RESOLVED THAT, we commit to purchasing goods and services made or performed in the United States of America whenever and wherever possible to maximize the success of our nation's economic recovery plan spending.

BE IT FURTHER RESOLVED THAT, as legislators of the United States of America, we commit to purchase and produce the opportunity to identify and provide the line items that maximize the success of our nation's economic recovery plan spending.

Signature

Signature

Signature

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

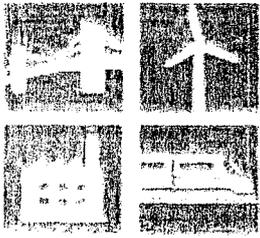
Printed Name

UNITED STEELWORKERS



Signature

3657



# MAKE OUR FUTURE WORK



**Bush**

	When Bush took Office, January 2001	Today
<b>Unemployment Rate</b>	4.2%	7.2%
<b>National Debt</b>	\$5.7 trillion	\$10.6 trillion
<b>Manufacturing Jobs<sup>1</sup></b>	17.2 million	13.0 million
<b>Americans without Health Care Coverage</b>	40 million	46 million
<b>Employers Offering Some Type of Insurance Coverage<sup>2</sup></b>	69%	63%
<b>Annual Premium Cost for Family Coverage<sup>3</sup></b>	\$6,230	\$12,680
<b>Americans in Poverty<sup>4</sup></b>	31.6 million	37.3 million
<b>U.S. Trade Deficit<sup>5</sup></b>	\$362 billion	\$688 billion
<b>Cost of College<sup>6</sup></b>		
Public	\$3,766	\$6,585
Private	\$17,377	\$25,143



## **WHY CONGRESS MUST PROVIDE AID FOR STATES**

- Hit by declining revenues from sales taxes, property taxes and income taxes due to the failing economy and rising unemployment, states are facing dangerous budget shortfalls that jeopardize critical public services and jobs. At least 43 states have dealt with or must address budget shortfalls in their FY 2009 or FY 2010 budgets.<sup>1</sup>
- Midyear budget gaps for 37 states and the District of Columbia in FY 2009 have already reached \$31.2 billion—on top of the \$48 billion combined shortfall that 29 states had to make up when enacting their FY 2009 budgets.<sup>2</sup> In total, 41 states and the District of Columbia have experienced FY 2009 budget gaps totaling \$78.8 billion.
- The size of the combined FY 2009 budget gaps is staggering. The gap for Arizona, as of the mid-year, represents 30.8 percent of its total general fund for the fiscal year. California's represents 30.3 percent, while budget gaps for Rhode Island, Florida and Nevada have reached 24.5 percent, 21.5 percent and 19.6 percent, respectively.
- All but a few states will be confronting FY 2010 budget gaps that will total more than \$100 billion.<sup>3</sup> In FY 2010, New York's budget gap could hit 22.2 percent of its general fund budget, Arizona's and Florida's could both equal 21.9 percent, Wisconsin is heading for 20.5 percent and California could reach 19.3 percent.<sup>4</sup>
- Most states are prohibited by their constitutions from deficit spending. When their budgets fall short, they must break into reserve funds, reduce services, raise taxes or use some combination. States generally took these steps when enacting their FY 2009 budgets. Additional cuts would endanger important public services further and do longer-term damage to state economies.<sup>5</sup>
- State cuts in spending on public services have a major impact on state economies. Workers who provided the services are laid off, companies that provided the services lose revenues and the people receiving financial assistance from the state government lose that income. This causes a further deepening of the state's economic problems, making matters even worse.<sup>6</sup>
- As Congress grapples with measures to get the American economy out of its tailspin, providing federal aid to state governments, along with extending unemployment benefits and food stamps, "would be the most effective spurs to economic growth."<sup>7</sup>
- The states are not alone in their fiscal crisis; economic problems are filtering down to our nation's municipalities as well. According to a September survey by the National League of Cities, city finance officers projected there would be a 2.8 percent budget gap for cities in 2008.<sup>8</sup>
- For the first time in years, cities are reporting concerns over revenue collected from property, sales and income taxes. These are the three major income sources for local governments.<sup>9</sup>
- New York City is facing an estimated \$4.3 billion budget gap for the next 18 months.<sup>10</sup>
- Unless Congress provides timely fiscal relief to states, the situation will grow far worse.

## **Impact of State Budget Crisis**

- The last recession forced states to cut services significantly between 2002 and 2004. The results included loss of health care for more than 1 million people, reduced access to child care in 23 states and reduced aid to school districts in 34 states that caused higher textbook fees, shorter school days, reduced transportation and lost education jobs. The current recession is expected to be more severe, last longer and threaten state services even more.<sup>11</sup>
- State budget crises are forcing at least half the states to reduce services—including services relied upon by the most vulnerable.<sup>12</sup>
- Twenty states have either imposed or are considering across-the-board spending cuts.<sup>13</sup> Twenty states have also cut or proposed cuts to their state government workforces.<sup>14</sup> Thirteen states are under hiring freezes for state government employees.<sup>15</sup>
- State health care and education programs, which make up more than 60 percent of state spending, are also on the chopping block in many states.<sup>16</sup>

### **Health Care**

- At least 17 states have cut or are considering cutting health care programs for low-income children and families.<sup>17</sup> For example:
  - Nevada has capped enrollment in the state health insurance program for low-income children (SCHIP) and is raising premiums.<sup>18</sup>
  - Utah has eliminated certain Medicaid-covered physical therapy, vision and hearing services.<sup>19</sup>
  - Hospitalization and other medical services are going to be cut for 30,000 to 40,000 seriously ill Tennesseans.<sup>20</sup>
  - Rhode Island is cutting 1,000 parents from its Medicaid program and is raising Medicaid premiums for 7,800 low-income families.<sup>21</sup>
  - In California, state health care services may be eliminated for 162,000 children.<sup>22</sup>

### **Education**

- At least 16 states have cut or are considering cuts in K-12 and early education programs, and at least 21 states have cut or are considering cuts in funding for public colleges and universities.<sup>23</sup>
  - Washington may slash \$1 billion in school funding over the next two years.<sup>24</sup>
  - Nevada is considering a 25 percent increase in fees for state colleges.<sup>25</sup>
  - Funding for California schools and community colleges will be cut by as much as \$2.5 billion through June 2010. The state also could run out of funds for reduced-price school lunches for low-income children.<sup>26</sup>

### **Public Safety**

- Minnesota is considering cutting state aid to local governments to close its budget gap. The loss of this aid would result in serious cuts in services for cities and could result in cuts in public safety services such as police and fire protection.<sup>27</sup>
- The federal government has cut funding for state and local preparedness for health emergencies by 25 percent since FY 2005. Eleven states and the District of Columbia

had to cut their public health budgets in FY 2007. Additional cuts “could lead to a disaster for the nation’s disaster preparedness.”<sup>28</sup>

- o Atlanta is planning to cut an additional fire station in the city to help address the city’s budget gap. Another fire station was closed in July to balance the city’s budget.<sup>29</sup>
- o 87 sheriff’s deputies are being laid off in Hamilton County, Ohio, as part of an effort to close the county’s budget gap.<sup>30</sup>
- o To address New York City’s growing budget gap, the city’s fire department is cutting by two-thirds the number of firefighters it is scheduled to hire. The city is also eliminating overnight shifts (from 6 p.m. to 9 a.m.) for firefighters at four fire houses—meaning they will not operate during this time—and closing one fire station.<sup>31</sup>

## Endnotes

- <sup>1</sup> Center on Budget and Policy Priorities, “State Budget Troubles Worsen,” updated Dec. 10, 2008, <http://www.cbpp.org/9-8-08sfp.htm>
- <sup>2</sup> Center on Budget and Policy Priorities, “State Budget Troubles Worsen”
- <sup>3</sup> Center on Budget and Policy Priorities, “State Budget Troubles Worsen”
- <sup>4</sup> Center on Budget and Policy Priorities, “State Budget Troubles Worsen”
- <sup>5</sup> Center on Budget and Policy Priorities, “State Budget Troubles Worsen”
- <sup>6</sup> Center on Budget and Policy Priorities, “Facing Deficits, Many States Are Imposing Cuts that Hurt Vulnerable Residents,” updated Nov. 12, 2008
- <sup>7</sup> Mark Zandi, chief economist and co-founder of Moody’s Economy.com, testimony before the U.S. Senate Budget Committee, Nov. 19, 2008
- <sup>8</sup> Michael Pagano and Christopher W. Hoene, “City Fiscal Conditions in 2008,” Research in Brief on America’s Cities, National League of Cities, September 2008
- <sup>9</sup> National League of Cities, “City Officials Issue Statement on Financial Crisis”, Oct. 1, 2008, <http://www.nlc.org/PRESSROOM/PRESSRELEASEITEMS/FinancialCrisisStatement.aspx>
- <sup>10</sup> “Part-time firehouses—Our Opinion. The Issue: Four engine companies to be out of service overnight,” *Staten Island Advance*, Dec. 7, 2008
- <sup>11</sup> Center on Budget and Policy Priorities, “State Budget Troubles Worsen”; Center on Budget and Policy Priorities, “Facing Deficits, Many States Are Imposing Cuts that Hurt Vulnerable Residents”
- <sup>12</sup> Center on Budget and Policy Priorities, “State Budget Troubles Worsen”
- <sup>13</sup> Pamela M. Prah, “State budget gaps balloon to \$97 billion,” Stateline.org, www.stateline.org, Dec. 5, 2008, <http://www.stateline.org/live/details/story?contentId=360296>
- <sup>14</sup> Center on Budget and Policy Priorities, “State Budget Troubles Worsen”
- <sup>15</sup> Center on Budget and Policy Priorities, “Facing Deficits, Many States Are Imposing Cuts that Hurt Vulnerable Residents”
- <sup>16</sup> Pamela M. Prah, “State budget gaps balloon to \$97 billion,” Stateline.org
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- <sup>19</sup> Pamela M. Prah, “State budget gaps balloon to \$97 billion,” Stateline.org
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- <sup>21</sup> Center on Budget and Policy Priorities, “Facing Deficits, Many States Are Imposing Cuts that Hurt Vulnerable Residents”
- <sup>22</sup> Pamela M. Prah, “State budget gaps balloon to \$97 billion,” Stateline.org
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- <sup>28</sup> Pamela M. Prah, “Economy could imperil state readiness,” Stateline.org, Dec. 9, 2008
- <sup>29</sup> Eric Stirgus, “Budget cuts trigger fire alarm; Less service in Atlanta could affect public safety, warns state commissioner,” *The Atlanta Journal-Constitution*, Dec. 4, 2008
- <sup>30</sup> Deborah Yetter and Joseph Gerth, “Cities facing painful cutbacks,” *The Courier Journal*, Dec. 7, 2008
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### STATES WITH FY 2009 BUDGET GAPS

	Total Gap (Gap Before Enacted Budget and Mid-Year Budget Gap)	As a Percent of FY 2009 General Fund
Alabama	\$1.2 billion	15.0%
Arizona	\$3.1 billion	30.8%
Arkansas	\$107 million	2.4%
California	\$30.6 billion	30.3%
Colorado	\$99 million	1.3%
Connecticut	\$542 million	3.2%
Delaware	\$369 million	10.1%
District of Columbia	\$227 million	3.6%
Florida	\$5.5 billion	21.5%
Georgia	\$2.7 billion	12.9%
Hawaii	\$232 million	4.0%
Idaho	\$131 million	4.4%
Illinois	\$3.8 billion	13.4%
Iowa	\$350 million	5.5%
Kansas	\$137 million	2.1%
Kentucky	\$722 million	7.8%
Maine	\$265 million	8.6%
Maryland	\$1.3 billion	8.8%
Massachusetts	\$2.6 billion	9.2%
Michigan	\$472 million	4.8%
Minnesota	\$1.4 billion	7.9%
Mississippi	\$114 million	2.2%
Missouri	\$342 million	3.8%
Nevada	\$1.4 billion	19.6%
New Hampshire	\$250 million	8.0%
New Jersey	\$3.7 billion	11.4%
New Mexico	\$253 million	4.2%
New York	\$6.4 billion	11.4%
North Carolina	\$800 million	3.7%
Ohio	\$1.9 billion	6.8%
Oklahoma	\$114 million	1.7%
Oregon	\$142 million	2.1%
Pennsylvania	\$565 million	2.0%
Rhode Island	\$802 million	24.5%
South Carolina	\$804 million	11.7%
South Dakota	\$27 million	2.2%
Tennessee	\$1.2 billion	10.4%
Utah	\$354 million	5.9%
Vermont	\$122 million	10.0%
Virginia	\$2.2 billion	12.8%
Washington	\$413 million	2.7%
Wisconsin	\$998 million	7.1%
<b>Total:</b>	<b>\$78.8 billion</b>	<b>12.9%</b>

Source: Center on Budget and Policy Priorities, "State Budget Troubles Worsen," updated Dec. 10 2008, <http://www.cbpp.org/9-8-08sfp.htm>