
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.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 1, 2009**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PUBLIC HEARINGS.

96 Public hearing to hear public comments on Proposed Ordinance No. 09-006, an ordinance to amend Sections 1044.05, 1044.07, 1044.22, 1044.24, 1044.26, 1044.27, 1044.31, and 1044.36 of Chapter 1044, Water, of the Codified Ordinances of the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

97 Public hearing to hear public comments on Proposed Ordinance No. 09-007, an Ordinance to establish water rates pursuant to Section 1044.05, establishment of rates, of the Codified Ordinances of the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

98 Public hearing to hear public comments on Proposed Ordinance No. 09-008, an Ordinance to adopt the newly codified "Code of the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

110 Public hearing to hear public comments on proposed 2010 Wastewater System Improvements project for the purpose of receiving comments from interested persons. There are no comments on file in writing in the Clerk-Treasurer's Office.

123 Public hearing to hear public comments on FY 2008-2009 Community Development Block Grant Budget Amendment. There are no comments on file in writing in the Clerk-Treasurer's Office.

V. COUNCIL ACTION.

96 Proposed Ordinance No. 09-006, an ordinance to amend Sections 1044.05, 1044.07, 1044.22, 1044.24, 1044.26, 1044.27, 1044.31, and 1044.36 of Chapter 1044, Water, of the Codified Ordinances of the City of Monroe, up for its final reading.

97 Proposed Ordinance No. 09-007, an Ordinance to establish water rates pursuant to Section 1044.05, establishment of rates, of the Codified Ordinances of the City of Monroe, up for its final reading.

98 Proposed Ordinance No. 09-008, an Ordinance to adopt the newly codified "Code of the City of Monroe, up for its final reading.

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, May 18, 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.

110 Wastewater System Improvements – Phase II

1. Communication from the Director of Water & Wastewater Utilities, submitting a proposed resolution adopting a final project plan for Wastewater System Improvements and designating an authorized project representative and recommending that the resolution be adopted to meet the June 1, 2009 MDEQ SRF Loan Final Project Plan submittal deadline.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

111 Trunkline Maintenance Contract with the Michigan Department of Transportation.

1. Communication from the Director of Engineering & Public Services, reporting back on the maintenance budget for the fiscal year ending September 30, 2009 in the amount of \$64,000 to provide maintenance on State trunk lines within our jurisdiction, and recommending that Council adopt the attached resolution, approve the 2009-2014 State Trunk Line Maintenance Contract, and that the Mayor and Clerk-Treasurer be authorized to sign the contract on behalf of the City.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

112 Approved Depositories and/or Investment Sources.

1. Communication from the Finance Director, reporting back on approved depositories or investment sources and recommending that Council approve the attached list of depositories and/or investment sources and the attached resolution.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

113 Equalizer Software Upgrade Contract.

1. Communication from the Finance Director, reporting back on the upgrade to the Equalizer software in the amount of \$82,215 included in the 2010 CIP Budget, and recommending that Council approve the attached proposal from BS&A Software for the purchase of the .Net version of their Equalizer software, in the amount of \$35,600, and further approve a total of \$37,400 to be encumbered to allow for the possibility for additional training or program customizations and further recommending that the City Manager be authorized to sign the proposal on the City's behalf.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 114 Folder/Inserter Machine Bid.
1. Communication from the Finance Director, reporting back on bids received to replace a folder/inserter machine, and recommending that Council approve a bid from Pitney Bowes, Inc., in the amount of \$10,780 for the purchase of a DI380 folder/inserter machine and also approve the annual maintenance agreement in the amount of \$957.10, with the maintenance agreement to begin after the first year of ownership.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 115 Purchase of New Large Document Printer/Copier/Scanner.
1. Communication from the Director of Engineering & Public Services, reporting back on bids received for a Hewlett-Packard Design Jet 4520 printer / copier / scanner, and recommending that Council award the purchase of a large document printer / copier / scanner to GovConnection of Merrimack, NH in the amount of \$21,674.02, and that the Director of Engineering & Public Services or his designee be authorized to issue a purchase order on behalf of the City after July 1, 2009.
 2. Supporting documents.
 3. Action: Accept, place on file and that the recommendation be carried out.
- 116 Reconstruction of East Eighth Street – Change Order.
1. Communication from the Director of Water & Wastewater Utilities, submitting a Change Order to add two projects that were originally funded for 2008 construction but were not completed and recommending that a Change Order in the amount of \$59,835.31 be issued to Dominic Gaglio Construction Inc. for the East Eighth Street Pavement Reconstruction project, and that a total of \$69,000 be encumbered to include a 15% contingency and further recommending that the Director of Engineering & Public Services be authorized to execute the change order on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 117 Replacement of Water Mains – Change Order.
1. Communication from the Director of Water & Wastewater Utilities, submitting a Change Order to Division I of the 2008 Water Main Replacement project work and that a Change Order in the amount of \$133,566.45 be issued to Schumaker Brothers Construction for the Custer Street and Campus Place water main projects, and that a total of \$154,000 be encumbered to include a 15% contingency and further recommending that the Director of Engineering & Public Services be authorized to execute the change order on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

118 YMCA Banner Request.

1. Communication from the City Manager's Office, reporting back on a request from the Monroe Family YMCA for permission to display a banner across Monroe Street from February 22 through March 31, 2010, announcing the Strong Kid's Campaign, and recommending that the request be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

119 Monroe Multi Sports Complex Banner Request.

1. Communication from the City Manager's Office, reporting back on a request from the Monroe Multi Sports Complex for permission to display a banner across West First Street from August 30 through September 20, 2009, announcing the Lace Up for Youth event, and recommending that the request be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

120 Monroe Multi Sports Complex Banner Request.

1. Communication from the City Manager's Office, reporting back on a request from the Monroe Multi Sports Complex for permission to display a banner across West First Street from October 5 through October 20, 2009, announcing the Spooky Skate, and recommending that the request be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

121 Winchester Street Bridge Rehabilitation.

1. Communication from the Director of Engineering & Public Services, submitting a proposal for Winchester Street Bridge Rehabilitation for professional services to perform a Mollusk Study and recommending that Council award a contract for a mollusk survey of the area surrounding the Winchester Street bridge to the Mannik & Smith Group in the amount of \$7,226, and that the Director of Engineering & Public Services be authorized to execute the agreement on behalf of the City, and further recommending that the Finance Director be authorized to appropriate this funding from the Major Street Fund Balance.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

122 Traffic Committee Meeting.

1. Communication from the Director of Engineering & Public Services, submitting the minutes of the Traffic Committee meeting held on May 27, 2009, and recommending that the minutes be accepted and that Traffic Control Orders 121-004 be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

123 Amendment to FY 2008 Consolidated Plan for Community Development Block Grant (CDBG).

1. Communication from the Interim Director of Planning & Recreation, submitting an amendment of the FY 2008-2009 CDBG budget to allow for a supplementary award from the U.S. Department of Housing and Urban Development, HUD, in the amount of \$140,834., and recommending that upon completion of the public hearing, the amended FY 2008 Annual Action Plan budget be accepted and the Planning Department be allowed to submit the plan to HUD and carry out the activities described therein..
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

VII. MAYOR'S COMMENTS.

VIII. CITY MANAGER COMMUNICATION.

IX. COUNCIL COMMENTS.

X. CITIZEN COMMENTS.

XI. EXECUTIVE CLOSED SESSION TO DISCUSS PENDING LITIGATION.

XII. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: FINAL PROJECT PLAN FOR THE CITY OF MONROE WASTEWATER SYSTEM IMPROVEMENTS - PHASE II

DISCUSSION: On July 7, 2008, the Monroe City Council awarded a contract to URS Corporation that included the task to prepare a project plan to submit to the MDEQ State Clean Water Revolving Fund (SRF). These efforts are directed at obtaining and qualifying for a low interest loan to perform upgrades and improvements at the wastewater treatment plant. The overall objectives are to improve the efficiency of the treatment process, increase plant and equipment electrical reliability, reduce future operation and maintenance costs, reduce the need for partial treatment of wet weather flows, improve worker safety and plant security. This plan builds on the Wastewater Treatment Facility Plan recommendations to examine and prioritize all wastewater needs for the next 20 years, and develop a cost-effectiveness solution that will address identified water quality and/or public health problems.

The potential upgrades and improvements being considered include the following:

1. Electrical reliability improvements, including replacement of switchgear, addition of an emergency generator, dual motor control centers and power feeds. New switchgear and generator will be housed in a building addition. The MDEQ has placed a special condition on the Part 41 construction permit for Phase I of the Wastewater System Improvements Project that these requires these improvements to be completed within the next five years or on a completion schedule as a condition on the on next NPDES permit.
2. Implementation of a supervisory control and data acquisition (SCADA) system for monitoring and control of plant processes and systems.
3. Wet weather diversion, conveyance and retention facilities to minimize blending (partial treatment) of wet weather flows.
4. Site fencing, access gate relocation and monitoring and site lighting improvements.

The deadline for submittal of the City of Monroe Wastewater System Improvements - Phase II final project plan to the MDEQ SRF is July 1, 2009. The final project plan submittal requires that a public hearing be held, a verbatim transcript of the hearing provided, a typed list of names and addresses of people attending the hearing, a copy of written comments received during the public comment period, the City's response to the comments received, and a description of changes made to the project as a result of public participation. The attached resolution will need to be passed such that it will become part of the final Project Plan to be submitted to the MDEQ.

The public hearing is scheduled for June 1, 2009 in which a short presentation will be provided as required by the MDEQ SRF loan guidelines. A required 30-day notice of the public hearing for public comment was advertised in the Monroe Evening News April 29, 2009.

IT IS RECOMMENDED that the Monroe City Council adopt the proposed Resolution in order to meet the June 1, 2009 MDEQ SRF Loan Final Project Plan submittal deadline.

CITY MANAGER RECOMMENDATION:

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

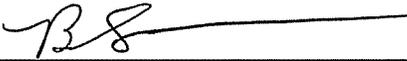
APPROVAL DEADLINE: June 1, 2009

REASON FOR DEADLINE: July 1, 2009 is the deadline for the submittal of the MDEQ SRF Loan Final Project Plan.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:



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

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

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	\$ 0
	Cost of This Project Approval	\$ 0
	Related Annual Operating Cost	\$ 0
	Increased Revenue Expected/Year	\$ 0

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

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 26, 2009

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: June 1, 2009

**A RESOLUTION ADOPTING A FINAL PROJECT PLAN
FOR WASTEWATER SYSTEM IMPROVEMENTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Monroe recognizes the need to make improvements to its existing wastewater collection and treatment and system; and

WHEREAS, the City of Monroe authorized URS Corporation to prepare a Project Plan, which recommends the construction of electrical reliability improvements, wet weather facilities, a Supervisory Control and Data Acquisition system and security and lighting improvements; and

WHEREAS, said Project Plan was presented at a Public Hearing held on June 1, 2009 and all public comments have been considered and addressed:

NOW THEREFORE BE IT RESOLVED, that the City of Monroe formally adopts said Project Plan and agrees to implement the selected alternatives.

BE IT FURTHER RESOLVED, that the Director of Water and Wastewater Utilities, a position currently held by Barry S. LaRoy, P.E., is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for revolving fund loan to assist in the implementation of the selected alternative.

Yeas:

Nays

Abstain:

Absent:

I certify that the above Resolution was adopted by _____ on _____.

BY: Charles D. Evans, City Clerk-Treasurer

Name and Title (*please print or type*)

Signature

Date



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: TRUNKLINE MAINTENANCE CONTRACT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION – 2009 THROUGH 2014

DISCUSSION: The City of Monroe has historically contracted with the Michigan Department of Transportation (MDOT) to provide maintenance on State trunk lines within our jurisdiction. Such services include snow removal, street sweeping, crack sealing, bituminous patching, curb repairs, traffic signal maintenance and energy, and other minor items. This arrangement allows for the optimum use of City personnel and equipment that are required for City streets already, and allows us to provide the citizens of Monroe that use State trunk lines within our boundaries more timely and efficient service. The monies allocated for these tasks are determined annually by MDOT. The maintenance budget for the fiscal year ending September 30, 2009 was \$64,900, and includes work on M-125 from Jones Avenue to Stewart / Cole Road, and certain activities on M-50 from Winston Drive to US-24. In addition, due to the existence of curb and gutter in some locations outside of the City, we also sweep M-125 from Jones Avenue to Dunbar Road, and M-50 from Winston Drive to Westwood Avenue. Maintenance activities on US-24 are handled for MDOT by the Monroe County Road Commission, and for continuity in operations, they also handle snow removal only on our portion of M-50. We have already budgeted for this work within the Major Street Fund for the July 1, 2009 to June 30, 2010 City Fiscal Year.

There are numerous items that need to be filled in on the document related chiefly to the terms of our Union contracts for employees we will be billing for under this contract. Staff will fill in these items as appropriate following approval.

IT IS RECOMMENDED that the City Council adopt the attached resolution, approve the 2009-2014 State Trunk Line Maintenance Contract, and that the Mayor and Clerk-Treasurer be authorized to sign the contract on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: September 30, 2009

REASON FOR DEADLINE: Current contract expires on September 30, 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, traveling public

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$
Cost of This Project Approval	\$
Related Annual Operating Cost	\$64,900*
Increased Revenue Expected/Year	\$64,900*

*Budget can be modified by MDOT each year based on their available funding and needs, and our breakdown of activity spending is then adjusted accordingly.

<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	<u>Other Funds</u> MDOT		\$64,900

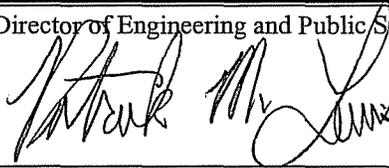
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/22/09

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 1, 2009



RESOLUTION

WHEREAS, the Michigan Department of Transportation has found that contracting with municipalities for the maintenance of state trunk lines and bridges within their jurisdiction is in the public interest, and

WHEREAS, the City of Monroe has found that contracting for the performance of this maintenance is both in the public interest and allows for a more efficient overall use of its equipment, materials, and personnel to the benefit of the taxpayers of the City of Monroe, therefore let it be

RESOLVED that the City of Monroe approves of the State Trunk Line Maintenance Contract heretofore attached for the time period beginning October 1, 2009 and ending September 30, 2014, and let it be further

RESOLVED that the City of Monroe authorizes the Mayor and Clerk-Treasurer to execute the contract on behalf of the City of Monroe, and designates the Director of Engineering and Public Services to serve as Maintenance Superintendent for the duration of the contract term.

**MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT**

CITY OF MONROE

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, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

WITNESSETH:

WHEREAS, the DEPARTMENT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

WHEREAS, 1925 PA 17 Section 2, MCL 250.61 et seq; authorizes the DEPARTMENT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. The DEPARTMENT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 supra; and

WHEREAS, the DEPARTMENT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties hereto, it is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish the DEPARTMENT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of the DEPARTMENT'S Region Engineer or a designee of the REGION ENGINEER hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the Engineer of Maintenance of the DEPARTMENT, hereinafter referred to as the "ENGINEER OF MAINTENANCE," under the terms of this Contract and as covered by the Line Item Budget for each fiscal year, and is incorporated herein by reference as if the same were repeated in full herein. Work for the Maintenance Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.
 - i. A written Letter of Understanding shall be drafted annually by the DEPARTMENT and signed by both the DEPARTMENT and the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. The Letter of Understanding shall be signed by the designated representative of the MUNICIPALITY and approved by the REGION ENGINEER.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify the DEPARTMENT. The DEPARTMENT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of the DEPARTMENT:
 - i. The DEPARTMENT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for the DEPARTMENT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers,

agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.

ii. The DEPARTMENT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to the DEPARTMENT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of the DEPARTMENT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA). The MUNICIPALITY and the DEPARTMENT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with the DEPARTMENT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE SUPERINTENDENTS

The MUNICIPALITY hereby designates _____ as Maintenance Superintendent on state trunkline highways, who will supervise all work covered by this Contract. In the event the MUNICIPALITY desires to replace the Maintenance Superintendent, the MUNICIPALITY will notify the DEPARTMENT in writing.

Section 5. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

The DEPARTMENT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to the DEPARTMENT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 14.

Section 6. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by the DEPARTMENT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by the DEPARTMENT'S Construction and Technology Division or by a laboratory approved by that MUNICIPALITY and the REGION ENGINEER. If DEPARTMENT-owned materials are stored jointly with MUNICIPALITY-owned materials, proper and adequate inventory records must be maintained by the MUNICIPALITY, clearly indicating the portion that is DEPARTMENT-owned.

Section 7. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned

property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

The DEPARTMENT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 14(c). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

The DEPARTMENT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 8. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the submittal of a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or the DEPARTMENT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work.

At the conclusion of the contract term, subcontracts that are in process will be completed with the understanding that a new contract will supercede the expiring contract. In situations where either the contract is terminated by the MUNICIPALITY, or DEPARTMENT, subcontracts become null and void.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by the DEPARTMENT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for DEPARTMENT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts less than \$2,500:** The MUNICIPALITY will obtain the lowest reasonable price. Form 426 does not require REGION ENGINEER approval. Documentation of the price solicitation must be retained.
- b. **Subcontracts \$2,500 or greater and less than \$25,000:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. REGION ENGINEER approval of the Form 426 is required. Documentation of the solicitation from all qualified sources must be retained.
- c. **Subcontracts that exceed \$25,000:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. REGION ENGINEER and State Administrative Board approval is required and documentation of the solicitations must be retained.

Overruns, extra work, and adjustments requiring State Administrative Board approval are outlined in Appendix E, attached hereto and made a part hereof.

Section 9. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.
- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2003, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The MUNICIPALITY 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 H, dated October 1, 2005, attached hereto and made a part hereof.

Section 10. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 11. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for the DEPARTMENT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of the DEPARTMENT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 12. INSURANCE

- a. The MUNICIPALITY will furnish the DEPARTMENT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to the DEPARTMENT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to the DEPARTMENT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to the Department.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other

information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 13. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 14. REQUEST FOR REIMBURSEMENT

The DEPARTMENT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 16, 17, 18, and 19. To be eligible for reimbursement under this Section, costs must be submitted to the DEPARTMENT prior to the start of the audit for each respective year of the Contract period.

- a. The DEPARTMENT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. The DEPARTMENT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 5 as a percentage of the payroll. This percentage shall be developed for billing purposes using DEPARTMENT Form 455M (Report of Employee Benefit Cost for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the previous fiscal year's experience. The completed Form 455M shall be submitted to the REGION ENGINEER within thirty (30) days of the MUNICIPALITY's fiscal year end. These charges will be adjusted by audit, to the costs incurred in the current contract year in accordance with Section 23.
- c. The DEPARTMENT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. The DEPARTMENT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. The Department will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by the DEPARTMENT as follows:

i. **Bulk Items (measured by volume or weight):**

The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.

ii. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.

- f. The rental of equipment used in the performance of this Contract. The rental rates will be those established in Schedule C, Report 375 Equipment Rental Rates, issued annually by the DEPARTMENT and is incorporated herein by reference as if the same were repeated in full herein.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 8.
- h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- i. Overhead in Accordance with Attached Overhead Schedule.

The DEPARTMENT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 14(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 14(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are

considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- j. The DEPARTMENT will reimburse the MUNICIPALITY for the DEPARTMENT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and the DEPARTMENT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by the DEPARTMENT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to the DEPARTMENT of certified statements of costs for each monthly payment period.
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

Section 15. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 16. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. The DEPARTMENT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. The DEPARTMENT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. The DEPARTMENT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. The DEPARTMENT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets. The above percentage represents the DEPARTMENT'S share of snow removal from all trunklines in the MUNICIPALITY, including that snow moved into the right-of-way from on-street parking areas and adjacent sidewalks by the MUNICIPALITY.

Section 17. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate DEPARTMENT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 18. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate DEPARTMENT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

Section 19. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request the DEPARTMENT'S written approval to remove dead trees and/or trim trees prior to the start of work. The DEPARTMENT will pay all costs to remove dead trees. The DEPARTMENT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

Section 20. EQUIPMENT LIST

The MUNICIPALITY will furnish the DEPARTMENT a list of the equipment it uses during performance under this Contract, on DEPARTMENT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to the DEPARTMENT no later than February 28 of each year.

Section 21. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, 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. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.
 - ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of the DEPARTMENT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with

regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY 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.

- c. Allow the DEPARTMENT or its representative to inspect, copy, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 22. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to the DEPARTMENT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 23. AUDIT

The MUNICIPALITY'S records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of the DEPARTMENT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.

If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. 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 MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY 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 MUNICIPALITY 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.
- d. The MUNICIPALITY 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 make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if the DEPARTMENT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, the DEPARTMENT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by the DEPARTMENT. The DEPARTMENT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision the DEPARTMENT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to the DEPARTMENT or notify the DEPARTMENT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest the DEPARTMENT'S decision. The DEPARTMENT shall not withhold or offset funds in dispute if the MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of the DEPARTMENT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by the DEPARTMENT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The

MUNICIPALITY may ask the court of proper jurisdiction to bar the DEPARTMENT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with the DEPARTMENT. The MUNICIPALITY will appoint one (1) member and the DEPARTMENT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 24. TERM OF CONTRACT

This Contract will be in effect from October 1, 2009, through September 30, 2014.

Section 25. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 26. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution of May 1, 1979, as amended, attached hereto made a part hereof as Appendix D.

Section 27. CONTRACT CONTENT

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

Section 28. AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the MUNICIPALITY and of the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the MUNICIPALITY, 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:

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: Department Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget/Field Activity Budget: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

Chemical Storage Facilities: Bulk salt storage buildings.

Components of an Annual Work Plan: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

Dispute Audit Resolution Team (DART): Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

Equipment Specifications and Rentals: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Office of Commission Audit (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

Schedule C Equipment Rental Rates: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

Small Hand Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

State Administrative Board: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

Winter maintenance: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2009, through September 30, 2014

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

APPENDIX C
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

APPROVED

January 18, 2005

Michigan State
Administrative Board

APPENDIX D

STATE OF MICHIGAN

ADMINISTRATIVE BOARD RESOLUTION (2005-1)

OF

MAY 1, 1979

(As amended on December 2, 1980; April 7, 1981;
August 18, 1981; May 15, 1984; April 7, 1987;
December 15, 1987; January 5, 1988; May 2, 1989;
September 13, 1996; July 3, 2001, and January 18, 2005)

**DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MAINTENANCE CONTRACTS**

WHEREAS, pursuant to the provisions of Section 2, Act 17, Public Acts of 1925, as amended, all contracts entered into by the Michigan State Transportation Commission or the Michigan Department of Transportation, hereinafter referred to as the "Commission" and the "Department," respectively, require approval of the State Administrative Board, hereinafter referred to as the "Board," except the Commission or the Department, without the approval of the Board, is authorized to contract for an amount not exceeding **\$25,000.00** for each contract for toilet vault cleaning, use of licensed sanitary landfills, pickup and disposal of refuse, pavement surfacing and patching, rental of equipment for emergency repairs and maintenance operations, curb replacement, maintenance of office equipment, installation of utility services and installation of traffic control devices and, without such approval, may authorize Boards of County Road Commissioners, Township Boards, and Municipalities, under contracts for the maintenance of trunkline highways, to subcontract in amounts not to exceed **\$25,000.00** for each subcontract;

WHEREAS, modification of highway construction and maintenance contracts is sometimes necessary;

WHEREAS, extra work is defined as any work which is determined to be essential to the satisfactory completion of the contract but which neither appears therein as a specific item of work nor is included in the price bid for other items in the contract;

WHEREAS, it is sometimes necessary in order to avoid delays and increased costs for the Department to authorize extra work by modification of the contract without obtaining specific prior approval of the board for such modifications;

THEREFORE, BE IT RESOLVED by the State Administrative Board of the State of Michigan as follows:

1. Pursuant to applicable Public Acts, the Department, without obtaining the approval of this Board, in connection with any construction or maintenance contract, may contract for extra work or labor, or both, not exceeding \$48,000.00 per contract for contracts having a value of \$800,000.00 or less and not exceeding 6% per contract for contracts having a value over \$800,000.00 under a contract with a private agency authorized by law, and for an amount not exceeding \$800,000.00 under a contract with Boards of County Road Commissioners, Township Boards, and Municipalities of this State, except that each job for extra or additional work or labor, or both, in excess of \$100,000.00 shall require approval of the State Administrative Board.
2. All agreements by the Department to pay for extra work on either a negotiated price or force account basis in excess of the amounts shown in paragraph 1 must be approved by the Board.
3. No extra work which may cause an increase in the contract price in excess of the amount shown in paragraph 1 shall be authorized by the Department prior to Board approval, unless and until the Attorney General has approved the authorization as being in compliance with all legal requirements. Provided, however, that extra work costing not more than \$25,000.00 may be authorized by the Department without prior approval of the Attorney General, if necessary to avoid construction delays or increased costs.
4. Department authorizations for extra work, requiring Board approval, given prior to Board approval shall be presented to the Board for subsequent approval or disapproval as quickly as possible, but in no case more than 60 days after the extra work has been authorized by the Department.
5. The Department shall not pay nor agree to pay any disputed claim for extra compensation for work already commenced or completed without approval of the Board.
6. No payments for extra work requiring Board approval shall be made until such Board approval has been obtained.
7. The Department is authorized to balance budgets for extra work recommendations or authorizations previously approved by the Board, by decreasing, in any amount, or increasing, not in excess of 15 percent, the original estimated amount without additional approval by this Board.
8. No payments for increased contract quantities shall be made by the Department unless and until the Board has given prior approval for such payments, except that payments for overruns may be made without Board approval if such payments do not exceed the following per cent of the original contract price: 10 percent on contracts of \$50,000.00 or more; 15 percent on contracts of \$25,000.00 to \$49,999.99; and 25 percent on contracts of less than \$25,000.00.

9. The Department shall deduct from payments and retain 2.0 percent of the total amount earned by a contractor. Upon acceptance of all work, the amount of retainage may be reduced. Local units of government performing as contractors to the Department may be excluded from these retainage provisions. For those contracts for which the retainage is not sufficient to offset an overpayment, it is desired to offset any remaining overpayment amount with funds from another construction or maintenance contract between the Department and the same contractor.

With respect to contracts between the Department and Railroad companies, the 2.0 percent shall be retained until after the final audit. The retainage provision may be waived for those Railroad companies the Department has determined to have had recent, acceptable history of both contract compliance and audit experience with the Department and where there are no other circumstances indicating a need to maintain the retainage to reasonably protect the public interest.

10. The Department shall assess damages against any contractor who fails to have the job open to traffic or completed by the dates specified in the contract unless the contractor has been excused for such failure by the Department. The Department may, without approval of the Board, extend the time for opening to traffic or completion of the contract because of delays from unforeseen causes beyond the control and without the fault or negligence of the contractor, including and restricted to: acts of God; acts of public enemy; acts of Government, acts of the State or any political subdivision thereof; fires; floods; epidemics; strikes; or extraordinary delays in delivery of materials.

No excusal or waiver of damages, except as above provided, shall be final and binding upon the State unless and until approved by the Board, except excusals and waivers granted by the Department prior to the effective date of this Resolution pursuant to applicable specifications and other contract provisions.

11. The foregoing requirements established by the Board shall be made as express part of all construction and maintenance contracts entered into by the Commission, and the Department's standard and supplemental specifications shall be amended to reflect such requirements.
12. Policy Resolution A, approved by the Board on July 17, 1956, and the Resolutions of October 17, 1967, and May 6, 1975 as amended May 4, 1976, are hereby repealed, except that all rights, causes of action, claims, proceedings and suits existing on the effective date of this Policy Resolution shall continue unaffected.
13. Upon approval by the State Administrative Board, this Resolution shall be effective as of January 18, 2005.

APPENDIX E

**SUBCONTRACT REQUIREMENTS
AND
SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR
OVERRUNS, EXTRA'S AND ADJUSTMENTS**

State Administrative Board Resolution (2005-2, November 15, 2005)

Definition(s):

OVERRUNS: Occur when the original contract quantity or contract cost is exceeded.

OVERRUNS

Original Contract Amount:	Subcontract Requirements:	State Administrative Board Approval is required:
\$2,500 or less	OVERRUNS greater than 10%: Must be documented by the Municipality on a revised Form 426 with prior verbal approval obtained from the Region Engineer.	Not required
\$24,999 or less	* Less than 10%: Documentation required and provided to Region Engineer. * Greater than 10%: Must be documented by the Municipality with prior verbal approval obtained from the Region Engineer.	Only if total cumulative overruns exceed 25% of the original contract price and contract exceeds \$25,000, then SAB approval is required.
\$25,000 to \$49,999	* Less than 10%: Documentation required and provided to Region Engineer. * Greater than 10%: Must be documented on a revised Form 426, by the Municipality, with prior verbal approval obtained from the Region Engineer.	Only if total cumulative overruns exceed 15% of the original contract price
\$50,000 or greater	* Less than 10%: Documentation required and provided to Region Engineer. * Greater than 10%: Must be documented on a revised Form 426, by the Municipality, with prior verbal approval obtained from the Region Engineer.	Only if total cumulative overruns exceed 10% of the original contract price.

CONTRACT EXTRA'S AND ADJUSTMENTS:

Definition(s):

Contract Extra: When quantities or work are added to the original contract amount it becomes a contract extra.

Adjustment: When the cost of the original contract pay item(s) are adjusted.

Original Contract Price:	Subcontract Requirements:	State Administrative Board Approval is required:
\$0 to \$800,000	<p>*<u>Less than 10%</u>: Documentation required and provided to Region Engineer.</p> <p>*<u>Greater than 10%</u>: Must be documented by the Municipality with prior verbal approval obtained from the Region Engineer. If contract is \$25,000 or greater, a revised 426 Form is required.</p>	<p>Only if total contract amount exceeds \$25,000 and/or when total cumulative extras and adjustments exceed \$48,000 per contract</p>
\$800,001 or greater	<p>*<u>Less than 10%</u>: Documentation required and provided to Region Engineer.</p> <p>*<u>Greater than 10%</u>: Must be documented by the Municipality with prior verbal approval obtained from the Region Engineer. A revised 426 Form is required.</p>	<p>Only if total cumulative extras and adjustments exceed 6% of the original contract price, or any individual extra or adjustment exceeds \$100,000</p>



STATE OF MICHIGAN

DEPARTMENT OF TRANSPORTATION

LANSING

JENNIFER M. GRANHOLM
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

RE: Clarification of State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 14 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 8 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2009

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

**APPENDIX G
TITLE VI ASSURANCE**

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

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

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 State highway department to enter into such litigation to protect the interests of the State, 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 H

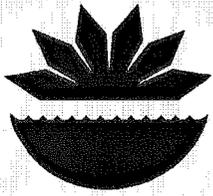
Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- 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.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Approved Depositories and/or investment sources

DISCUSSION: The deposit and investment of city funds are governed by Michigan statutes. Deposit or investments, other than trust funds, are governed by Public Act 20 of 1943, as amended. The Mayor and City Council have previously approved the depositories or investment sources approved for use via a resolution. I am now requesting that the following entities be added to the list of approved depositories or investment sources:

Ambassador Capital Management, Detroit, MI
Choice One Bank, Sparta, MI
United Bank & Trust, Tecumseh, MI
Education Plus Credit Union, Monroe, MI
Monroe County Community Credit Union, Monroe, MI

The banks and credit unions will primarily be used for certificate of deposit purchases. Ambassador Capital Management will be used for short-term money market investments and possibly longer term federal government and governmental agency debt security purchases. Ambassador Capital Management clients also receive reviews of local banks in regard to their financial status, which will provide an additional procedure for determining the safety of the city's deposits and investments. The addition of these institutions will allow us to invest for better security and safety of the city's funds.

The resolution that is attached lists the institutions that have previously been designated by the City Council. Please approve the attached resolution.

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: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Finance Department

FINANCES

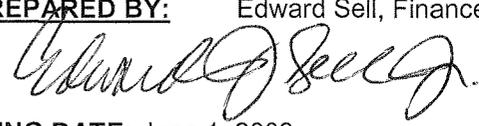
COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ N/A
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<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: Edward Sell, Finance Director

DATE: 5/26/09

REVIEWED BY: 

DATE: 5/26/09

COUNCIL MEETING DATE: June 1, 2009

RESOLUTION

WHEREAS, the City Council of the City of Monroe has provided by Resolution R01-073 for the deposit of all public funds, including tax funds coming into the hands of the City Clerk/Treasurer, in one or more banks; and

WHEREAS, the City Council of the City of Monroe has provided by Resolution R98-086 for an Investment Policy; and

WHEREAS, Section VI (Investment Parameters) of the Investment Policy requires investments to be diversified by “limiting investments to avoid an over concentration in securities from a specific issuer or business sector . . .”; and

WHEREAS, the following institutions have been designated by Resolution R2007-011 as depositories and/or investment sources:

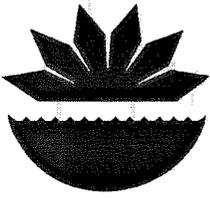
Comerica Bank	JPMorganChase Bank
Key Bank	National City Bank
Monroe Bank & Trust	Bank of America
Citizens Bank	Fifth Third Bank
Bear, Stearns Securities Corp.	Solomon Smith Barney, Inc.
Multi-Bank Securities	Flagstar Bank
Charter One Bank	
MBIA Cooperative Liquid Assets Securities Systems (CLASS)	

; and

WHEREAS, additional diversification can be achieved by adding institutions that offers competitive investment rates, while providing for the safety and liquidity of city funds.

NOW THEREFORE BE IT RESOLVED that the following list of depositories are added to the list of approved depositories and/or investment sources:

Ambassador Capital Management, Detroit, MI
Choice One Bank, Sparta, MI
United Bank & Trust, Tecumseh, MI
Education Plus Credit Union, Monroe, MI
Monroe County Community Credit Union, Monroe, MI



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Equalizer Software Upgrade Contract

DISCUSSION: The 2010 Capital Improvements budget included approval of an upgrade to the Equalizer software that is used by all city departments. The Equalizer software is all of the city's financial, property tax, and assessing software packages. The budget amount approved was \$82,215.

BS&A Software has created a new version of their software that uses the .Net (pronounced dot net) programming language and operates using the Microsoft SQL database. These changes will make the software more powerful and user friendly. We have seen at least two demonstrations of the software and have found improvements that will make the software more efficient and also more secure. The changes to the software can be viewed at www.bsasoftware.com.

Our financial modules were purchased in 2005. For that reason, we are receiving a 75% discount on the purchase price of the software. For that reason, the upgrade is being recommended now. BS&A hasn't announced when the discount will no longer be available, but eventually it won't be. We won't be completing the upgrade until September/October 2009, but would like to get the prices locked in now. The Building Permit program is not yet available in the .Net version and won't be upgraded at this time. The Pervasive version of this software will work with the new .Net version until it is upgraded.

This is also a shared project with the County of Monroe. The City and County will be sharing the cost of a server, windows licenses, and SQL licenses. Upgrades to our current computers will also be necessary to meet the recommended requirements as set forth by BS&A. These purchases will be made at a later date as we get closer to implementation and they may require additional approvals from City Council.

It is recommended that the Mayor and City Council approve the proposal (see attached) from BS&A Software for the purchase of the .Net version of their Equalizer software, in the amount of \$35,600, and further approve a total of \$37,400 to be encumbered to allow for the possibility for additional training or program customizations. It is further recommended that the City Manager be authorized to sign the proposal on the city's behalf.

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: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All Departments

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 82,215
Cost of This Project Approval	\$ 37,400
Related Annual Operating Cost	\$ 14,655
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Capital Projects Fund	401-95.915-818.020-10C07	\$ 37,400
		\$ 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: 5/26/09

REVIEWED BY: 

DATE: 5/26/09

COUNCIL MEETING DATE: June 1, 2009



BS&A SOFTWARE
 14965 ABBEY LANE
 BATH, MI 48808
 PHONE: 517-641-8900
 FAX: 517-641-8960
 www.bsasoftware.com

**PROPOSAL FOR
 CITY OF MONROE, MONROE COUNTY**

**EQUALIZER PROPERTY-BASED .NET SYSTEMS
 NETWORK VERSION**

Expected Release Date: Varies by Application-See below dates
 Prices based on approximately 8,843 parcels.

*Please Note: To efficiently run these applications the Hardware requirements have increased.
 Please review our required specifications prior to ordering these applications.*

Equalizer Assessing.Net	\$8,460
<i>Windows customer since 9/1999</i>	

Equalizer Tax.Net	\$7,200
<i>Windows customer since 9/1999</i>	

Subtotal	\$15,660
-----------------	-----------------

10% discount on Assessing & Tax if purchased together	- \$1,565
---	-----------

Equalizer Special Assessment.Net	\$2,395
<i>Windows customer since 9/1999</i>	
Expected Release Date: Fall 2009	

Equalizer Delinquent Personal Property.Net	\$2,195
<i>Windows customer since 4/2000</i>	
75% credit applied	
Expected Release Date: Fall 2009	
	-\$1,645

Possible Program Installation Fee:

Remote Installation:	
Requires high-speed Internet connection	\$0
<i>BS&A will make every attempt to perform the installation remotely.</i>	

On-site Installation (only if required):	
Without high-speed Internet connection: Est. 1 day @ \$900 /day	\$900



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14965 ABBEY LANE
BATH, MI 48808
PHONE: 517-641-8900
FAX: 517-641-8960
www.bsasoftware.com

Total (Does not include training)	\$17,940
-----------------------------------	----------

Please mark box if you wish to take advantage of deferred billing. 2 - year

ANNUAL SERVICE AND SUPPORT - (Below fees are effective at your next renewal period)

Assessing System	\$1,710
Tax System	\$1,440
Special Assessment System	\$480
Delinquent Personal Property	\$440
<hr/>	
Total:	\$4,070

BS&A Software reserves the right to increase the annual fee by no more than the yearly Consumers Price Index (CPI).

IMPORTANT PROPOSAL NOTES:

* While it is our intention to install and implement the software for all customers desiring to upgrade to the .Net applications in 2009, due to high demand, we cannot guarantee that your installation will be completed in the current year. However, by signing the proposal your price will be 'locked in,' and we will execute your installation as soon as possible.

* Note: Client has option to pay for programs over multiple budget years if desired.

* Note: this proposal does not include costs for Training, or the APEX sketching software (800-858-9958). The Assessing .NET System is compatible with Apex Version 3 Pro & Medina.

BS&A Software promises that if you are not satisfied with our products or services after the first year, you may return the program and we will fully refund the purchase price of your software.



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SQL Server - Based on user count, the version of SQL that BS&A Software recommends is as follows. Please see the attached Microsoft SQL pricing list which includes Governmental Reseller contact information.

- Recommendation:
- Workgroup Edition

Internet & Server Considerations:

*We strongly recommend you have Internet Access. This allows you to:

- A) Download Equalizer.NET Program Updates as soon as they become available. This can save you several days of transit time when you are waiting for a new feature you may have requested.
- B) Send email to our web site when you have questions or comments about our software and service.

*We strongly recommend you have a network with a dedicated file Server...not a Peer to Peer Network. Peer to Peer Networks are typically less stable and more prone to problems as compared to networks with dedicated file servers. Our software runs much more efficiently on networks with a dedicated file server. See our Hardware Specifications for more details.

Signature below constitutes:

- 1) An order for products & services as quoted in this proposal
- 2) That you have reviewed the proposed support/service fee amounts since they may have increased from your previous agreement
- 3) That you have read and concur with the hardware specifications required to efficiently operate the .Net applications.

Quoted by: Ted Droste _____ Date: May 18, 2009

Accepted by: _____ Date: _____



BS&A SOFTWARE
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BATH, MI 48808
PHONE: 517-641-8900
FAX: 517-641-8960
www.bsasoftware.com

PLEASE COMPLETE THE FOLLOWING FOR OUR RECORDS

Contact Person for SUPPORT & NEWSLETTERS:

Contact Name _____ Title _____
Mailing Address _____
(if PO Box, please provide Street Address for UPS or Overnight Mail Shipments)
Street Address _____
City, State Zip _____
Phone Number _____
Fax Number _____
Email _____

Contact Person for PROGRAM UPDATES:

Contact Name _____ Title _____
Phone Number _____
Email _____

IT Contact Person:

Contact Name _____ Title _____
Phone Number _____
Email _____

Do you have a high speed Internet connection? _____

PLEASE FAX BACK ALL PAGES



BS&A SOFTWARE
14965 ABBEY LANE
BATH, MI 48808
PHONE: 517-641-8900
FAX: 517-641-8960
www.bsasoftware.com

PROPOSAL FOR CITY OF MONROE, MONROE COUNTY

EQUALIZER FUND ACCOUNTING .NET SYSTEMS NETWORK VERSION

Prices based on approx. 8,843 parcels & 13,000 utility customers.

Please Note: To efficiently run these applications the Hardware requirements have increased. Please review our required specifications prior to ordering these applications.

Equalizer General Ledger.Net	\$5,095
<i>Windows customer since 2005</i>	
75% credit applied	- \$3,820
Equalizer Accounts Payable.Net	\$4,295
<i>Windows customer since 2005</i>	
75% credit applied	- \$3,220
Equalizer Cash Recripting.Net	\$4,295
<i>Windows customer since 2005</i>	
75% credit applied	- \$3,220
Equalizer Payroll.Net	\$6,295
<i>Windows customer since 2005</i>	
75% credit applied	- \$4,720
Equalizer Miscellaneous Receivables.Net	\$4,295
<i>Windows customer since 2005</i>	
75% credit applied	- \$3,220
Equalizer Purchase Orders.Net	\$4,295
<i>Windows customer since 2005</i>	
75% credit applied	- \$3,220



BS&A SOFTWARE
 14965 ABBEY LANE
 BATH, MI 48808
 PHONE: 517-641-8900
 FAX: 517-641-8960
 www.bsasoftware.com

Equalizer Utility Billing.Net	\$24,050
<i>Windows customer since 2005</i>	
75% credit applied	-\$18,040

<u>On-Site Training/Implementation/Program Install</u>	\$4,500
Est. 5 days @ \$900/day (all travel expenses included - billed for actual days used)	

* Above prices do not include program customization or training beyond the estimated days.

* Note: Client has option to pay for programs over multiple budget years if desired.

BS&A Software promises that if you are not satisfied with our products or services after the first year, you may return the program and we will fully refund the purchase price of your software.

Total	\$17,660
--------------	-----------------

Please mark box if you wish to take advantage of deferred billing. 2 - year

ANNUAL SERVICE AND SUPPORT

General Ledger	\$1,035
Accounts Payable	\$870
Cash Receipting	\$870
Payroll System	\$1,260
Purchase Order	\$870
Miscellaneous Receivables	\$870
Utility Billing	\$4,810
<hr/>	
Total:	\$10,585

BS&A Software reserves the right to increase the annual fee by no more than the yearly Consumers Price Index (CPI).



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IMPORTANT PROPOSAL NOTES:

- * Above prices do not include program customization or training beyond the estimated days.
- * Note: Client has option to pay for programs over multiple budget years if desired.
- * While it is our intention to install and implement the software for all customers desiring to upgrade to the .Net applications in 2009, due to high demand, we can not guarantee that your installation will be completed in the current year. However, by signing the proposal your price will be 'locked in,' and we will execute your installation as soon as possible.

BS&A Software promises that if you are not satisfied with our products or services after the first year, you may return the program and we will fully refund the purchase price of your software.

SQL Server - Based on user count, the version of SQL that BS&A Software recommends is as follows. Please see the attached Microsoft SQL pricing list which includes Governmental Reseller contact information.

- Recommendation:
- Workgroup Edition

Internet & Server Considerations:

*We strongly recommend you have Internet Access. This allows you to:

- A) Download Equalizer.NET Program Updates as soon as they become available. This can save you several days of transit time when you are waiting for a new feature you may have requested.
- B) Send email to our web site when you have questions or comments about our software and service.

*We strongly recommend you have a network with a dedicated file Server...not a Peer to Peer Network. Peer to Peer Networks are typically less stable and more prone to problems as compared to networks with dedicated file servers. Our software runs much more efficiently on networks with a dedicated file server. See our Hardware Specifications for more details.

Signature below constitutes:

- 1) An order for products & services as quoted in this proposal
- 2) That you have reviewed the proposed support/service fee amounts since they may have increased from your previous agreement
- 3) That you have read and concur with the hardware specifications required to efficiently operate the .Net applications.



BS&A SOFTWARE
14965 ABBEY LANE
BATH, MI 48808
PHONE: 517-641-8900
FAX: 517-641-8960
www.bsasoftware.com

Quoted by: Ted Droste, May 18, 2009

Accepted by: _____ Date: _____

PLEASE COMPLETE THE FOLLOWING FOR OUR RECORDS

Contact Person for SUPPORT & NEWSLETTERS:

Contact Name _____ Title _____
Mailing Address _____
(if PO Box, please provide Street Address for UPS or Overnight Mail Shipments)
Street Address _____
City, State Zip _____
Phone Number _____
Fax Number _____
Email _____

Contact Person for PROGRAM UPDATES:

Contact Name _____ Title _____
Phone Number _____
Email _____

IT Contact Person:

Contact Name _____ Title _____
Phone Number _____
Email _____

Do you have a high speed Internet connection? _____

PLEASE FAX BACK ALL PAGES



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Folder/Inserter Machine Bid Recommendation

DISCUSSION: Bids were requested and received on April 8, 2009 to replace a folder/inserter machine that is used primarily for processing the mailing of utility bills. The machine is also used for appraisal notices, election mailings, and other large volume mailings. The current machine that we own was purchased in 2004 and has been used to the point where it cannot perform adequately, even with maintenance provided by the manufacturer.

Since bids were received, we have been able to complete a utility bill mailing with each of the two low bid machines. The low bid machine did not perform acceptably. The second low bid machine performed very well. For that reason the bid submitted by Pitney Bowes, Inc. is recommended to be accepted. A comparison of the two bids follows:

Bidder	Cost	Trade-in	Net Cost	Annual Service
Neopost	10,455.00	500.00	9,955.00	1,050.00
Pitney Bowes	10,780.00	-	10,780.00	957.10

A bid tabulation of all bids received is attached.

It is recommended that the Mayor and City Council approve a bid from Pitney Bowes, Inc. in the amount of \$10,780 for the purchase of a DI380 folder/inserter machine and also approve the annual maintenance agreement in the amount of \$957.10, with the maintenance agreement to begin after the first year of ownership.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 1, 2009

REASON FOR DEADLINE: Current machine is not able to be repaired

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water, Wastewater, Clerk, Assessor, Recreation, Finance

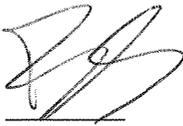
FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 10,780
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Information Systems Fund	636-30.915-977.000	\$ 10,780
Information Systems Fund	636-30.915-933.000	\$ 957.10
		\$ N/A
		\$ N/A
		\$ 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: 5/26/09

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 1, 2009

BIDS RECEIVED FOR A FOLDER/INSERTER MACHINE FOR THE CITY OF
MONROE, MI. BIDS RECEIVED WEDNESDAY, APRIL 8, 2009.

	<u>BID AMOUNT</u>
PITNEY BOWES INC	\$ 10,780.00 (DI 380)
PO BOX 69	\$ 957.10 (SLA YEARLY)
HOLLAND OH 43528-0069	\$ 576.00 (24 MO. LSE)
ATTN: LORI WEISS	\$ 431.00 (36 MO. LSE)
	\$ 359.00 (48 MO.LSE)
	\$ 19,483.00 (DI 600)
	\$ 1,502.00 (SLA YEARLY)
	\$ 1,058.00 (24 MO. LSE)
	\$ 784.00 (36 MO. LSE)
	\$ 647.00 (48 MO. LSE)
	(NO TRADE IN AMT)
	(BID BOND INCLUDED)
NEOPOST INC	\$ 10,455.00
29200 NORTHWESTERN HWY, SUITE 170	\$ 1,050.00 (SVC CONTR)
SOUTHFIELD MI 48034	\$ 500.00 (TRADE IN)
ATTN: MATT DELANEY	(CASHIER'S CHECK)
FORMAX	NO BID RECEIVED
44 VENTURE DR	
DOVER NH 03820	
ATTN: BRAD PERKINS	
INTELLIGENT MAILING SOLUTIONS	NO BID RECEIVED
5532 DOUGLAS RD	
TOLEDO OH 43613	
IKON OFFICE SOLUTIONS	\$ 15,895.00
3950 SUNFOREST CRT, SUITE 101	\$ 2,519.00 (SVC CONTR)
TOLEDO OH 43623	(NO TRADE IN AMT)
ATTN: ED CASSIDY	(BID BOND INCLUDED)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PURCHASE OF NEW LARGE DOCUMENT PRINTER / COPIER / SCANNER

DISCUSSION: The Engineering Department is responsible for preparation of construction plans for nearly all City projects, as well as all output from the City's Geographic Information System (GIS). In addition, the Department is the permanent archival storage location for nearly 10,000 infrastructure record drawings. The Department's existing large-document copier and blue print machine are both over 15 years old, and should be replaced with a single unit that performs printing, copying, and scanning drawings for permanent secure storage and ease of use. Replacement with a new unit will drastically reduce staff time, will allow in-house scanning of new drawings, including Building site plans and other paper drawings in the City archives that are not a part of the City's infrastructure records. Both existing blue print and Xerox copiers are becoming very repair-intensive, and are essentially obsolete.

The Engineering Department requested and was granted \$25,000 in funding for this purchase as a part of the 2009-10 Capital Improvements Program budget, including \$8,000 from the Water Fund, \$8,000 from the Wastewater Fund, \$4,500 from the Major Street Fund, and \$4,500 from the General Fund. As a result, the Department selected the Hewlett-Packard DesignJet 4520 printer / copier / scanner as its preferred unit, and solicited bids from known vendors, as well as advertising in the Monroe Evening News. Bidders were asked to account for any rebates offered by Hewlett-Packard, and were asked to provide trade-in values for the City's existing machines. Lastly, bidders were asked to provide pricing for a 512 mega-byte memory upgrade, and a print server as alternates.

The low bidder was GovConnection of Merrimack, NH, and a bid tabulation is attached for your review, as well as the original specifications. The rebate from Hewlett-Packard was consistent among the three bidders, and none offered a trade-in value for the existing equipment, therefore we will likely auction these off at a later date. The City has purchased supplies from all three vendors in the past, and all have been satisfactory.

The Engineering Department wishes to purchase this unit as soon as possible, however, since the funding is not available until July 1, 2009, we will not issue a purchase order nor take delivery until after that date.

IT IS RECOMMENDED that the City Council award the purchase of a large document printer / copier / scanner to GovConnection of Merrimack, NH in the amount of \$21,674.02, and that the Director of Engineering and Public Services or his designee be authorized to issue a purchase order on behalf of the City after July 1, 2009.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 6, 2009

REASON FOR DEADLINE: Bids are only good for 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 and Public Services Department, Water and Wastewater Department, Building Department, Planning Department, citizens utilizing Engineering prints

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$21,674.02
Cost of This Project Approval	\$21,674.02
Related Annual Operating Cost	\$2,000*
Increased Revenue Expected/Year	\$N/A

*This figure represents expected cost of paper, ink cartridges, etc., however, this still should represent a decrease in costs to the Engineering Operating Budget over maintenance of existing machines. These amounts already budgeted in 101-40.449-727.000 and 101-40.449-934.000.

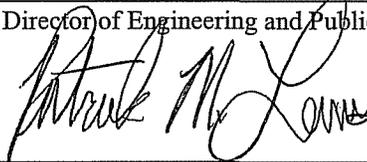
SOURCE OF FUNDS:

City	Account Number	Amount
401-95.449-977.000 10C04	Large Document Printer / Copier / Scanner	\$21,674.02
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/26/09

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: June 1, 2009

Purchase of Hewlett-Packard DesignJet 4520 Printer / Copier / Scanner

BID TABULATION
BIDS DUE: Friday, May 22, 2009
Page 1 of 1

No.	Item	# units	Units	GovConnection		Traverse Reprod. & Supply		Reprographics One	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	Base Bid	1.0	LS	24,058.56	24,058.56	25,695.00	25,695.00	25,975.00	25,975.00
2	HP Promotions or Rebates	1.0	LS	(3,000.00)	(3,000.00)	(3,000.00)	(3,000.00)	(3,000.00)	(3,000.00)
3	Xerox 2515 Engineering Copier Trade-in	1.0	LS	0.00	0.00	0.00	0.00	0.00	0.00
4	Repro Technology 3000 Blue Line Trade-in	1.0	LS	0.00	0.00	0.00	0.00	0.00	0.00
5	Upgrade Alternate - 512 MB Memory Upgrade	1.0	LS	210.23	210.23	227.00	227.00	243.50	243.50
6	Upgrade Alternate - 635n Print Server	1.0	LS	405.23	405.23	423.00	423.00	468.53	468.53
Total					21,674.02		23,345.00		23,687.03



CITY OF MONROE

Department of Finance

May 8, 2009

Ladies and/or gentlemen,

The City Clerk of Monroe, Michigan will receive sealed proposals until 3:00 p.m. (local time), on Friday, May 22, 2009, for a HEWLETT-PACKARD DESIGNJET 4520 PRINTER/COPIER/SCANNER, per attached specifications.

Please complete and return one copy of the enclosed Proposal Forms and submit it in a sealed envelope. Please mark on the front of the envelope "HP4520 bid – due 5/2209" and address it to Charles D. Evans, City Clerk, 120 East First Street, Monroe, Michigan 48161-2169. Failure to properly identify your envelope may result in rejection of your bid. Bids sent through facsimile machines or e-mail are not acceptable.

Direct any questions to Jerry Roberts at (734) 384-9113.

The City reserves the right to reject any or all bids, to purchase all or any part of the listed material from any one bidder, to waive any informalities, to modify quantities and to make award in the best interest of the City. If you wish a copy of the bid tabulations, please furnish a stamped, self-addressed envelope.

Sincerely,

Daniel Malotky
Accountant

Encl.

PROPOSAL FORM

_____ (date)

HEWLETT PACKARD DESIGNJET 4520 PRINT/COPY/SCAN

Bids due no later than 3:00 PM (local time) on Friday, May 22, 2009, in the City Clerk's office.

Honorable Mayor and City Council
120 E First St
Monroe MI 48161-2169

Dear Mayor and Council Members,

We, the undersigned, propose to furnish, provide installation support and training as needed, in accordance with your specifications at the following prices (per attached sheet).

This is a firm bid, for a period of forty-five (45) days from the date of bid opening.

We will complete the work in accordance with your specifications within a period of thirty (30) days after the date of issuance of the purchase order.

The City reserves the right to reject any or all bids, to waive any informalities and to make award in the best interest of the City. Bids sent through facsimile machines or e-mail are not acceptable.

The contractor agrees to indemnify and hold harmless the City of Monroe, Michigan from any possible liability.

Respectfully submitted,

Name of Bidder: _____

Address: _____

Phone: _____

Signed By: _____

Title: _____

(Bidder may retain one copy of this form for his/her files.)

HP Designjet 4520 HD Multifunction: Print/Copy/Scan (CM769A)

Hewlett Packard 4520 HD Multifunction: Printer; 42-in color printer stand and bin; Printer memory - 608 MB memory (upgradeable to 1120 MB), 160 GB hard disk; printheads (x8); printhead cleaners (x8); introductory ink cartridges; roll module; user maintenance kit; quick reference guide; documentation and drivers software; customer service guide; FireWire cables (x2); Ethernet cable; power cords or any other cables or cords required for operation.

Including all other standard options.

Hewlett Packard 4520: Scanner; 42-in color flat-bed scanner; Scanner memory – 1 GB memory, 40 GB hard disk; stand; quick reference guide; system recovery DVD; customer service guide; FireWire cables (x2); Ethernet cable; power cord or any other cables or cords required for operation.

Flat panel touch screen (panel PC) and keyboard.

Scanner documentation CD and all other standard options.

Price includes: all items, freight, set-up, assistance with network configuration and print driver loading, along with complete training for key operators.

HP includes a 1 Year Next Day Onsite Warranty on all of the above items.

Total Cost with out upgrades, trade-ins or rebates: _____

HP Promotions or Rebates: _____
(Currently own HP Designjet 500)

Trade-in value for current large format copying equipment:

If you would like to see the equipment call for appointment 734-384-9113.

Removal of equipment would be up to the purchasing party.

1. Xerox 2515 Engineering Copier _____

2. Repro Technology 3000 Blue line Machine _____

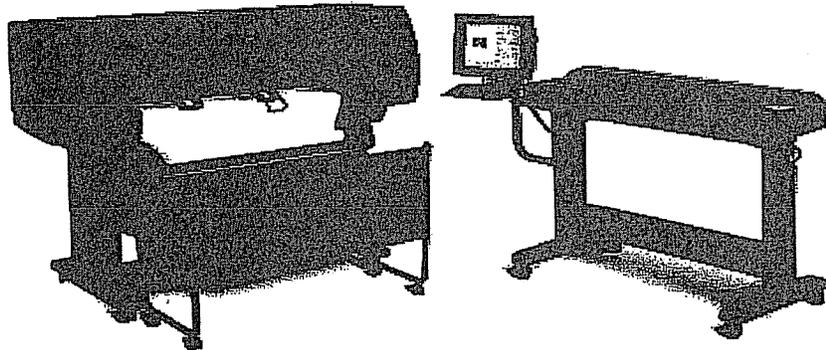
Upgrade options:

HP Designjet 512 MB Memory Upgrade (CM973A) _____

HP Jetdirect 635n IPv6/IPsec Print Server (J7961G) _____

City of Monroe Request for Bids

Hewlett Packard Designjet 4520 HD Multifunction: Print/Copy/Scan



Starting Bid Date: 5/11/09

Ending Bid Date: 5/22/09 3:00 pm Local Time

City of Monroe Council Award of Purchase Date: 6/1/09

Any questions contact - Jerry Roberts 734-384-9113

Mail bid proposals in a enclosed sealed envelope to:

City Clerk-Treasurer's Office

Attn: HP4520

City of Monroe

120 E. First St.

Monroe, Mi. 48161



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: RECONSTRUCTION OF EAST EIGHTH STREET PAVEMENT BETWEEN WASHINGTON STREET AND CUSTER STREET – CHANGE ORDER AWARD

DISCUSSION: On June 4, 2007, the City Council awarded a contract for the 2007 Concrete Paving Program to Dominic Gaglio Construction, Inc. in the amount of \$413,941.71, as the result of public bidding. Their bid at the time was 30 percent below the original Engineer's Estimate, and 3 percent below the second low bidder. 2007 prices were, in general, the lowest seen in over a decade by the Engineering Department, and it is believed that this is mostly due to the poor economy, which continues through the present time. Subsequent Change Orders by the City Council, including the award of nine (9) additional street projects in 2008 brought the total contract amount to \$944,850.22, and all 2007 and 2008 work was completed satisfactorily and on time. The 2008 pricing represented less than a 3% overall increase in 2007 pricing, which is a primary reason the contract was extended in 2008.

For the 2009 construction season, the City has not programmed any new concrete paving projects of any size, selecting instead bituminous (asphalt) resurfacing projects instead. However, two projects were originally funded for 2008 construction but were not completed due to staff time constraints. Both of these are single blocks that are to be reconstructed in 8" concrete. One of these, East Eighth Street between Washington and Custer Streets, will be ready for construction within the next two weeks, as utility work is nearing completion.

Ordinarily, the City would package these projects for bidding, though the total value is relatively low (approximately \$110,000 total). However, the 2007/2008 contractor has indicated that they are willing to hold their previous pricing for 2009 work, and can start within a couple of weeks. As this pricing is very advantageous, the original contract was publicly bid, and the contractor has completed all previous work satisfactorily, the Engineering Department feels it is in the best interest of the City to award a change order for both of these projects. The East Eighth Street project is ready to be awarded at this Council meeting, and it is expected that we will be placing a similar request for your action for Campus Place at the June 15 meeting once the design is finalized. The quotation sheet is attached for your review.

IT IS RECOMMENDED that a Change Order in the amount of \$59,835.31 be issued to Dominic Gaglio Construction Inc. for the East Eighth Street Pavement Reconstruction project, and that a total of \$69,000 be encumbered to include a 15% contingency. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute the change order 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: Would like to commence work as soon as possible, and Contractor has available time in schedule

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, adjacent property owners and residents, traveling public

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$69,000*
	Cost of This Project Approval	\$69,000*
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

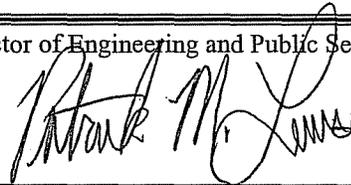
SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	East Eighth Reconstruction	203-60.451-818.020 08L09	\$69,000*
	<u>Other Funds</u>		

*Includes 15% contingency

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/27/09

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: June 1, 2009



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPLACEMENT OF WATER MAINS ON CUSTER STREET AND CAMPUS PLACE – CHANGE ORDER
AWARD

DISCUSSION: As you are well aware, the City is essentially in the second year of an extremely aggressive water main replacement program, with much of the second and third year funded through the State of Michigan’s Drinking Water Revolving Fund (DWRf) program. All of the first year replacements (2008), as well as some leftover work in 2009, are funded through General Obligation bonds and Capital Improvements Program (CIP) allocations. With the work already bid, and that expected to be commenced through the DWRf program, it is entirely possible that the City could replace up to 4 miles of water mains during calendar year 2009.

The bulk of the remaining projects, essentially those where design was complete in April, were packaged together, bid, and awarded to C & D Hughes of Charlotte, Michigan as the 2009 City-Funded Water Main Program (to differentiate from the DWRf-funded 2009 program to be awarded in August 2009). They have recently started work on their 0.90-mile, \$890,000 contract that includes six (6) different locations throughout the City, and expect to be completed at the end of July or early August. In addition to these six (6) geographic locations, there are four (4) more where design was not completed, but funds have already been allocated for construction. It is our strong desire to ensure that all of these are completed in 2009 to avoid an even greater work backlog into 2010. Two (2) of these, Custer Street from Eighth to Seventh (labeled Division I of the original 2008 project work) and Campus Place (labeled Division O of the original 2008 project work) have now been cleared for construction by the Michigan Department of Environmental Quality (MDEQ).

While the 2009 City-Funded contract includes provisions for adding divisions as a Change Order at the original bid pricing, it does not appear reasonable that C & D Hughes could undertake these two (2) additional divisions until late in July based on their current workload with the City. Further, we tentatively plan to offer Division Q (Lavender Street replacement – Elm to Lorain) to C & D Hughes when the design is completed, as it will fall more neatly into C & D Hughes’ existing schedule at the end of their project work. Division R (West Lorain Street Replacement from Telegraph to Huber) will likely be attempted by the Water Department, since it is replacement in the same trench. As a result, the Engineering Department has solicited a quotation from Schumaker Brothers Construction of Ida, Michigan to complete Divisions I and O of the water main program. Schumaker Brothers has performed a variety of underground utility projects for the City in the past decade, and was most recently awarded a Change Order for the East Eighth Street sanitary sewer and water main replacement project, which will be completed in the next week. Their original publicly bid contract was for 2007 Sanitary Sewer work, and we have taken several requests to add work to this contract to the City Council for approval. They have performed well for us in all aspects, and have agreed to essentially match the overall project costs for both divisions to that of the 2009 Water Main Program, such that there is no cost difference in awarding a change order to either contract. As you may remember, the 2009 Water Main Program low bid was 20% below the Engineer’s Estimate, so we feel these prices are excellent. The quotation summaries for both projects have been attached for your review.

The Engineering Department feels that having Schumaker Brothers and C & D Hughes running in parallel on water main work for the next 8-10 weeks is the most efficient mechanism to complete as many projects on time as possible. In the case of Campus Place, the street is scheduled for reconstruction as well, so it is imperative that water main replacement occur early in the Summer. It is therefore requested that, in lieu of bidding these projects separately, which will result in at least a 6-week delay in their commencement, a Change Order be issued for this work so that it may be commenced immediately.

IT IS RECOMMENDED that a Change Order in the amount of \$133,566.45 be issued to Schumaker Brothers Construction for the Custer Street and Campus Place water main projects, and that a total of \$154,000 be encumbered to include a 15% contingency. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute the change order 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: Would like to commence work as soon as possible, and Contractor has available time in schedule

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, Fire Department, adjacent property owners and residents

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$154,000*
Cost of This Project Approval	\$154,000*
Related Annual Operating Cost	\$N/A
Increased Revenue Expected/Year	\$N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Water System Improvements	591-40.538-972.000 08W12	\$120,000*
Campus Place Water Main	591-40.538-972.000 09W01	\$34,000*
<u>Other Funds</u>		

*Includes 15% contingency

Budget Approval: _____

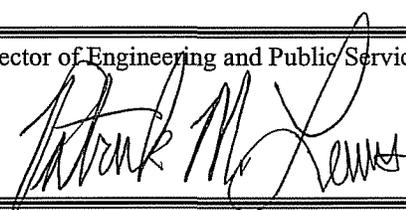
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: 05/27/09

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 1, 2009



CUSTER STREET WATERMAIN				SCHUMAKER BROTHER QUOTE	
	DESCRIPTION	UNITS	NO. OF UNITS	UNIT PRICE	TOTAL
1	R & D PAVEMENT & APPROACH	SYD	235.3	\$ 1.00	\$ 235.30
2	R & D SPOT CURB	LFT	77.0	\$ 1.00	\$ 77.00
3	R & D SIDEWALK	SFT	2,484.7	\$ 0.50	\$ 1,242.35
4	R & S EXST'G HYDRANT BRANCH, HYDRANT & VALVE BOX	EA	1.0	\$ 500.00	\$ 500.00
5	R & D EXST'G ROCK	CYD	325.0	\$ 30.00	\$ 9,750.00
6	CUT & CAP EXST'G 4" W.M.	EA	1.0	\$ 300.00	\$ 300.00
7	CUT & CAP EXST'G 8" W.M.	EA	1.0	\$ 500.00	\$ 500.00
8	F & I 8" PVC C-900 WATER MAIN	LFT	563.7	\$ 70.00	\$ 39,459.00
9	F & I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	LFT	57.5	\$ 60.00	\$ 3,450.00
10	F & I 8" GATE VALVE & BOX	EA	1.0	\$ 1,200.00	\$ 1,200.00
11	F & I STANDARD SETTING HYD BRANCH, COMPLETE	EA	2.0	\$ 3,000.00	\$ 6,000.00
12	F & I 8"X8"X6" D.I. TEE	EA	2.0	\$ 500.00	\$ 1,000.00
13	F & I 8" D.I. 90° D.I. BEND AND THRUST BLOCK	EA	1.0	\$ 100.00	\$ 100.00
14	RECONNECT WATER SERVICE LONG SIDE, COMPLETE	EA	1.0	\$ 1,200.00	\$ 1,200.00
15	REPLACE WATER SERVICE SHORT SIDE, COMPLETE	EA	9.0	\$ 300.00	\$ 2,700.00
16	REPLACE WATER SERVICE LONG SIDE, COMPLETE	EA	9.0	\$ 600.00	\$ 5,400.00
17	F & I 1" CHLORINATING TAP	EA	1.0	\$ 150.00	\$ 150.00
18	F & I 4" CONCRETE SIDEWALK	SFT	2,071.2	\$ 3.00	\$ 6,213.60
19	F & I 4" ADA CONCRETE SIDEWALK	SFT	79.8	\$ 10.00	\$ 798.00
20	F & I 6" CONC. PAVE.	SYD	148.3	\$ 30.00	\$ 4,449.00
21	F & I 6" CONC. PAVE. W/INTEGRAL CURB & GUTTER	SYD	2.7	\$ 100.00	\$ 270.00
22	F & I SPOT CURB	LFT	77.0	\$ 30.00	\$ 2,310.00
23	F & I 36A BIT. HAND PATCH	TONS	27.8	\$ 100.00	\$ 2,780.00
24	F & I CONTROL DENSITY BACKFILL	CYD	230.0	\$ 50.00	\$ 11,500.00
25	MAINTAIN WATERMAIN TRENCH	LS	1.0	\$ 1,000.00	\$ 1,000.00
26	TRAFFIC CONTROL	LS	1.0	\$ 1,000.00	\$ 1,000.00
27	SITE RESTORATION	LS	1.0	\$ 1,000.00	\$ 1,000.00
				CONSTRUCTION COST TOTAL	\$ 104,584.25
				CONSTRUCTION COST TOTAL	\$ 104,584.25
				CONTINGENCIES (15%)	\$ 15,687.64
				PROJECT TOTAL COST	\$ 120,271.89



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE FAMILY YMCA FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM FEBRUARY 22 – MARCH 31, 2010, ANNOUNCING THE STRONG KIDS CAMPAIGN

DISCUSSION: The City received a request from the Monroe Family YMCA for permission to display a banner across Monroe Street from February 22 – March 31, 2010, announcing the strong kid's campaign.

The request has been sent to the various departments for their review and there were no objections. After Council approval, advance notification will be sent to MDOT.

Therefore, the City Manager recommends approval of the request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES			
<u>COST AND REVENUE PROJECTIONS:</u>			
	Cost of Total Project		\$
	Cost of This Project Approval		\$
	Related Annual Operating Cost		\$
	Increased Revenue Expected/Year		\$
<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$
			\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$
			\$
			\$
			\$
Budget Approval: _____			

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 5/20/09

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/01/09



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE MULTI SPORTS COMPLEX FOR PERMISSION TO DISPLAY A BANNER ACROSS WEST FIRST STREET FROM AUGUST 30 – SEPTEMBER 20, 2009, ANNOUNCING THE LACE UP FOR YOUTH EVENT

DISCUSSION: The City received a request from the Monroe Multi Sports Complex for permission to display a banner across West First Street from August 30 – September 20, 2009, announcing the Lace Up for Youth event.

The request has been sent to the various departments for their review and there were no objections. After Council approval, advance notification will be sent to MDOT.

Therefore, the City Manager recommends approval of the request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES			
<u>COST AND REVENUE PROJECTIONS:</u>			
	Cost of Total Project		\$
	Cost of This Project Approval		\$
	Related Annual Operating Cost		\$
	Increased Revenue Expected/Year		\$
<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$
			\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$
			\$
			\$
			\$
Budget Approval: _____			

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 5/27/09

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/01/09



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE MULTI SPORTS COMPLEX FOR PERMISSION TO DISPLAY A BANNER ACROSS WEST FIRST STREET FROM OCTOBER 5 - 20, 2009, ANNOUNCING THE SPOOKY SKATE

DISCUSSION: The City received a request from the Monroe Multi Sports Complex for permission to display a banner across West First Street from October 5-20, 2009, announcing the Spooky Skate.

The request has been sent to the various departments for their review and there were no objections. After Council approval, advance notification will be sent to MDOT.

Therefore, the City Manager recommends approval of the request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES			
<u>COST AND REVENUE PROJECTIONS:</u>			
	Cost of Total Project		\$
	Cost of This Project Approval		\$
	Related Annual Operating Cost		\$
	Increased Revenue Expected/Year		\$
<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$
			\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$
			\$
			\$
			\$
Budget Approval: _____			

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 5/27/09

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/01/09



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WINCHESTER STREET BRIDGE REHABILITATION – PROPOSAL FOR PROFESSIONAL SERVICES FOR MOLLUSK STUDY

DISCUSSION: On January 5, 2009, the Mannik and Smith Group of Frenchtown Township was awarded a design contract in the amount of \$58,850 for the rehabilitation of the Winchester Street Bridge, primarily that of the beam ends. They have completed all design work on schedule, and this project has tentatively been placed for bidding through the Michigan Department of Transportation (MDOT) for their July 10 bid letting, as originally planned. This project will utilize the City's \$405,000 Federal roadway funds entitlement for the 2009 year, and will require more than a \$450,000 local match, which was funded in the 2009-10 Capital Improvements Program budget.

Unfortunately, the project has encountered one large stumbling block in the form of environmental clearance from the Michigan Department of Natural Resources (DNR). While the project will have minimal impact on the River channel, there will be some disturbed sediments when temporary supports are placed under the bridge in various locations to jack up the bridge for repairs. As a result, the DNR has issued the attached letter to the City, outlining steps that must be undertaken to receive clearance from their office based on the potential impacts to mollusks (mussels) in the project area. It is the opinion of both the Director of Engineering and Public Services and the Mannik and Smith Group that the limited survey referred to by the DNR in item #1 is unlikely to rule out the possibility of various species in the project area, so to avoid any further delays and costs, we are recommending that a full survey be undertaken by the City. Should relocation be necessary during the project, it is likely that this could cost up to \$20,000. The DNR and Michigan Department of Transportation (MDOT) have tentatively agreed to our placement of a provisional pay item for relocation in the contract, in order to keep the project bidding on schedule.

We have solicited a quote from the Mannik and Smith Group to perform this study, and they have returned with the attached proposal. They recommend employment of Dr. Michael A. Hoggbarth, PhD., whom they have worked with in the past and is very qualified. Further, this work can be commenced in very short order, which is imperative to keeping this project on schedule. We plan to route this work through the Mannik and Smith Group for coordination purposes with the MDOT bid process, and they are charging only minimal administrative costs. The total cost for this study is \$7,226 and while it may be Federally-eligible, the City already will exceed its Federal funds on this project, so the costs will be borne by the City.

IT IS RECOMMENDED that the City award a contract for a mollusk survey of the area surrounding the Winchester Street bridge to the Mannik and Smith Group in an amount of \$7,226, and that the Director of Engineering and Public Services be authorized to execute the agreement on behalf of the City. **IT IS FURTHER RECOMMENDED** that the Finance Director be authorized to appropriate this funding from the Major Street Fund Balance.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: The City would like to ensure that this project receives DNR clearance as soon as possible.

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, traveling public

FINANCES

<u>COST AND REVENUE PROJECTIONS:</u>		
	Cost of Total Project	\$850,000
	Cost of This Project Approval	\$7,226.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	*Account number to be determined by Finance Director		\$7,226.00

Other Funds

Budget Approval: _____

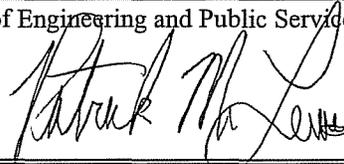
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: 05/27/09

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 1, 2009





STATE OF MICHIGAN



DEPARTMENT OF NATURAL RESOURCES

JENNIFER M. GRANHOLM
GOVERNOR

LANSING

REBECCA A. HUMPHRIES
DIRECTOR

May 12, 2009

Mr. Patrick Lewis, Director
Engineering & Public Services
City of Monroe
120 East First Street
Monroe, MI 48161

RE: Proposed rehabilitation of Winchester Street bridge over River Raisin;
DEQ File No. 09-58-0012-P

Dear Mr. Lewis:

The location of the proposed project was checked against known localities for rare species and unique natural features, which are recorded in a statewide database. This continuously updated database is a comprehensive source of information on Michigan's endangered, threatened and special concern species, exemplary natural communities and other unique natural features. Records in the database indicate that a qualified observer has documented the presence of special natural features at a site. The absence of records may mean that a site has not been surveyed. The only way to obtain a definitive statement on the presence of rare species is to have a competent biologist perform a field survey.

Under Act 451 of 1994, the Natural Resources and Environmental Protection Act, Part 365, Endangered Species Protection, "a person shall not take, possess, transport, ...fish, plants, and wildlife indigenous to the state and determined to be endangered or threatened," unless first receiving an Endangered Species Permit from the Department of Natural Resources, Wildlife Division. *Responsibility to protect endangered and threatened species is not limited to the list below. Other species may be present that have not been recorded in the database.*

The presence of threatened or endangered species does not preclude activities or development, but may require alterations in the project plan. Special concern species are not protected under endangered species legislation, but recommendations regarding their protection may be provided. Protection of special concern species will help prevent them from declining to the point of being listed as threatened or endangered in the future.

The following is a summary of the results for the project in Monroe County, section 5, T7S R9E.

The following list includes unique features that are known to occur on or near the site(s) and may be impacted by the project.

<u>common name</u>	<u>status</u>	<u>scientific name</u>
Rayed bean	state endangered	<i>Villosa fabalis</i>
Wavy-rayed lampmussel	state threatened	<i>Lampsilis fasciola</i>
Purple wartyback	state threatened	<i>Cyclonaias tuberculata</i>
Rainbow mussel	special concern	<i>Villosa iris</i>

NATURAL RESOURCES COMMISSION
Keith J. Charters, Chair • Mary Brown • Hurley J. Coleman, Jr. • John Madigan • J. R. Richardson • Frank Wheatlake

STEVENS T. MASON BUILDING • P.O. BOX 30028 • LANSING, MICHIGAN 48909-7528
www.michigan.gov/dnr • (517) 373-2329

Great Lakes, Great Times, Great Outdoors!

Round pigtoe mussel

special concern

Pleurobema sintoxia

The **rayed bean mussel** has been known to occur in the River Raisin. This mussel is known to occur in fine mud substrates and riffles among roots of aquatic vegetation. Limits of the breeding season are not known but gravid specimens have been found in May. The rayed bean mussel is a candidate for listing under the federal Endangered Species Act.

The **wavy-rayed lampmussel** has been known to occur in the River Raisin. The wavy-rayed lamp-mussel occurs in and near riffles in small to medium sized rivers with good current and gravel and/or sand bottoms. One of the most important differences between the freshwater mussels in the Unionidae family and other freshwater bivalves is their unique life cycle. Unionid mussels require a fish host to complete their life cycle, whereas other bivalve families produce free-swimming larvae that develop into the adult form without a host. Eggs from female mussels are fertilized and develop into larvae, called glochidia, within the gills of the female mussel. The glochidia larvae are released into the water and must attach to a suitable fish host to survive and transform into the adult mussel. The single known host fish of the wavy-rayed lampmussel is the smallmouth bass (*Micropterus dolomieu*).

The **purple wartyback mussel** has been known to occur in the River Raisin. The purple warty back mussel inhabits medium to large rivers that have gravel or mixed sand and gravel substrates. Suitable habitat for fish host species must be present for purple wartyback reproduction to be successful. Known hosts for the purple wartyback are the yellow bullhead (*Ameiurus natalis*) and channel catfish (*Ictalurus punctatus*), in addition there may be others. Freshwater mussels (Unionida) require a fish host to complete their life cycle. The purple wartyback is a summer breeder with fertilized eggs and glochidia released during one summer.

The **rainbow mussel** has been known to occur in the River Raisin. Rainbow mussels inhabit small to medium streams in coarse sand or gravel where moderate currents prevail. Likely fish hosts include smallmouth bass, green sunfish, largemouth bass, rainbow darter, and yellow perch.

The **round pigtoe mussel** has been known to occur in the River Raisin. Round pigtoe mussels inhabit medium sized to large rivers. They are found on sand or mud in sparsely vegetated areas with a moderate current. Bluegill are believed to be the host fish for round pigtoe.

In summary, the project site may include suitable habitat for the above listed species. Potential impacts might include direct destruction of species and disturbance of critical habitat. **Clearance from this office in the form of a "No Effect" statement will be needed before land altering activities on this project begin.** To obtain an evaluation for project clearance, please provide at least one of the following to this office:

1. Description of the project area with regard to the species habitat type(s) described above. A recent photo of the project site and a map that shows habitat type(s) and location(s) of the proposed project will be necessary. This can be done by the landowner, other responsible party, or knowledgeable source (i.e. botanist, ecologist, biologist, experienced birder, etc.). This level of evaluation will only define the presence or absence of available habitat. If this office determines that there is no significant available habitat, the project may be cleared at this point. If potential habitat does exist, the next level of evaluation must be undertaken (see options 2 or 3 below).

OR

2. A statement from a knowledgeable source stating that suitable habitat is or is not present and why the project will not impact the species or habitat(s) identified above.

OR

3. Results from a complete and adequate survey by a knowledgeable source showing whether or not the above listed species are present in the affected project area. Guidelines for conducting surveys and a list of consultants who may be able to help conduct surveys can be accessed at: <http://www.michigan.gov/dnrenreview>. For additional information, including consultation with biologists, please contact me at the e-mail or phone number below.

In most situations, the most efficient, thorough, and expeditious evaluation of the project and its impacts results from option 3. Please provide information in writing to the mailing address or e-mail provided below.

Michigan Department of Natural Resources
Wildlife Division – Natural Heritage Program
PO Box 30180
Lansing, MI 48909

Thank you for your advance coordination in addressing the protection of Michigan's natural resource heritage. If you have further questions, please call me at 517-373-1263 or e-mail at SargentL@michigan.gov.

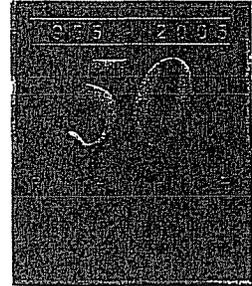
Sincerely,


Lori G. Sargent
Endangered Species Specialist
Wildlife Division

cc: Alex Sanchez, DEQ Land & Water Management Division
The Mannik & Smith Group, Inc.

May 27, 2009

Mr. Patrick Lewis, PE
Director of Engineering & Public Service
City of Monroe
120 East First Street
Monroe, Michigan 48161



**Re: Request for Proposal for Mollusk Survey
Winchester Street Bridge**

Dear Mr. Lewis:

The Mannik & Smith Group, Inc. (MSG) is pleased to submit a proposal for performing a Mollusk Survey for the Winchester Street Bridge crossing the River Raisin. This survey will be performed in conjunction with the bridge rehabilitation project.

MSG will employ Dr. Michael A Hoggarth, Ph.D. who specializes in this type of survey and has performed them in and around the Midwest. He will perform this work as required by the Michigan Department of Natural Resources in order for the bridge rehabilitation project to proceed. Attached with this letter is a copy of the proposed Scope of Services to be performed by Dr. Hoggarth.

Also attached to this proposal is Dr. Hoggarth's CV and Publications information.

MSG is anticipating a minimal amount of work to be performed directly by MSG and has not included any markup on our subconsultant's fees.

The fees for the above referenced work are:

Dr. Hoggarth Survey and Report Preparation:	\$6,776.00
MSG Administrative, correspondence and coordination:	\$450.00

Please do not hesitate to call should you have any questions or need additional information in this regard.

Sincerely,

Barry A. Buschmann, PE
Senior Vice-President

Christopher M. Zangara, PE
Bridge Design Engineer / Project Manager

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: May 27, 2009

Proposal Number: MONR0010

CITY OF MONROE

THE MANNIK & SMITH GROUP, INC.

Signature



Signature

Name (Printed)

Barry A. Buschmann, PE

Name (Printed)

Title

Senior Vice President

Title

Date

May 27, 2009

Date

The Mannik & Smith Group, Inc. Standard Terms & Conditions

Services The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in the MSG proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Additional Services The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service MSG shall perform the services for the Project in a timely manner consistent with sound professional practice. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay beyond MSG control.

Compensation In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the project is not exceeded.

Payment Definitions The following definitions shall apply to methods of payment:

Cost Plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.

Lump Sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted Services are defined as Project related services provided by other parties to MSG.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 days shall be just cause for termination by MSG.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

Buried Utilities Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for damages to underground improvements resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

Compliance with Laws MSG shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

Cost Opinions MSG shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects in Service The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, MSG shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify MSG from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of MSG.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Indemnification MSG shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of MSG in the performance of services under the Project. If such damage results in part by the negligence of another party, MSG shall be liable only to the extent of their proportional negligence.

Independent Consultant MSG shall serve as an independent consultant for services provided under this agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance MSG will maintain the following insurance and coverage limits during the period of service. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation	As required by applicable state statute
- Commercial General Liability	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability	\$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability	\$2,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Legal Expense In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within 30 days of the court action.

Lien Rights MSG may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Ownership of Documents Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Safety MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Site Access The Client shall obtain all necessary approvals for MSG to access the Project site(s).

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by MSG with cause upon fourteen (14) days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or MSG may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) days.

Third Party Claims The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Revised January 2007

Mussel survey for the River Raisin at Winchester Parkway

20 May 2009

Michael A. Hoggarth, Ph.D.
Department of Life and Earth Sciences
Otterbein College
Westerville, Ohio 43081

(614) 823-1667 (Office) (614) 374-7724 (Cell)

mhoggarth@otterbein.edu

Scope

Aerial photographs of the project area indicate there is potential habitat for mussels (Figure 1). Vegetation along the margins of the stream might be potential habitat for the rayed bean (*Villosa fabalis*) while the other species of interest might occur in the mainstem of the river. These species are the wavy-rayed lampmussel (*Lampsilis fasciola*), purple wartyback (*Cyclonaias tubercuata*), rainbow (*Villos iris*), and round pigtoe (*Pleurobema sintoxia*). The only way to determine if these or other species of mussels occur in this reach is to do an onsite investigation of the area.

We propose to perform a presence/absence survey to determine if mussels are present, their species identity, and their relative abundance. Once this has been established it will be possible to determine if additional study (such as mussel relocation) will be necessary. This type of study can be accomplished by collecting in the shallow water and by collecting shells of mussels from the banks and stream bottom.

Cost

Fieldwork

MA Hoggarth (2 days @ \$1,500.00/day)	\$3,000.00
Assistant (2 days @ \$400.00/day)	\$800.00

Report preparation

MA Hoggarth (1 day @ \$1,500.00/day)	\$1,500.00
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Travel

Mileage (800 miles @ \$0.55/mile)	\$440.00
Lodging (1 night x 2 @ \$90.00/night)	\$180.00
Meals (2 days x 2 @ \$35.00/day)	\$140.00

Supplies and Equipment

Supplies	\$100.00
Equipment (10% of total)	\$616.00

Total	\$6,776.00
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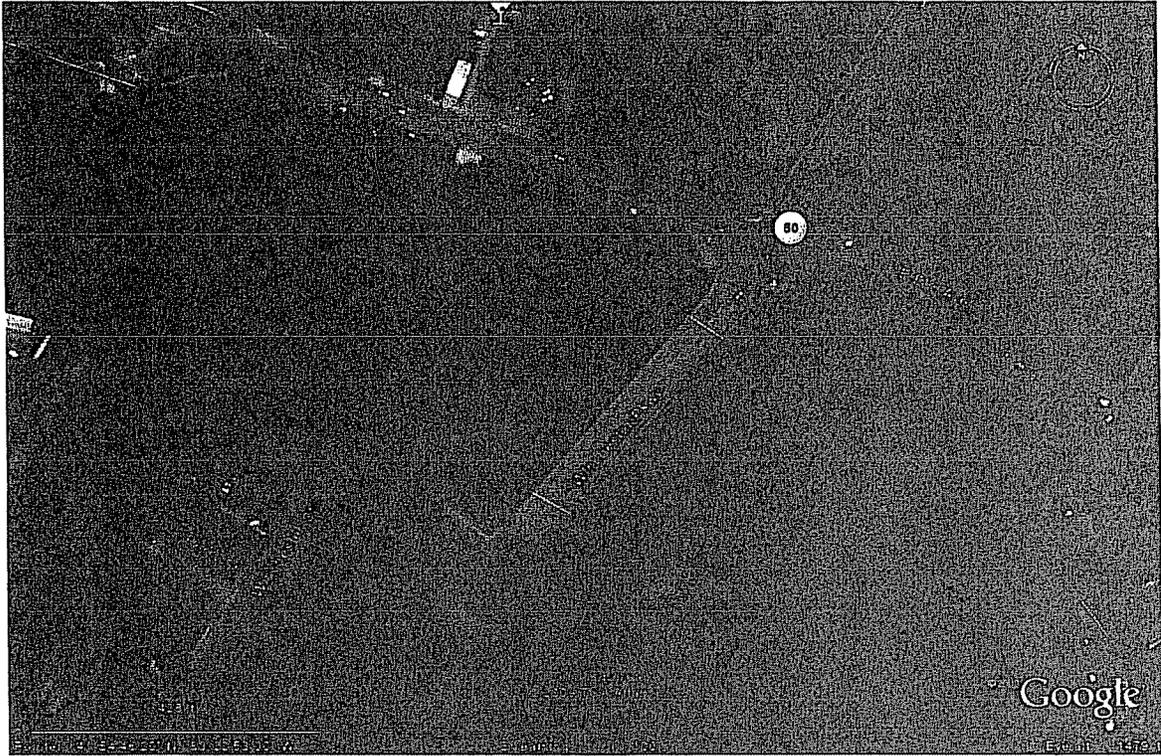


Figure 1. Aerial Photograph of the Winchester Parkway Bridge. Shallow areas are seen upstream of the bridge and vegetation is seen on both banks.

MICHAEL A. HOGGARTH, Ph.D.

Professor & Chair Dept. Life & Earth Sciences Otterbein College Westerville, Ohio 43081 614-823-1667	Associate Curator Museum of Zoology The Ohio State University Museum of Biological Diversity Columbus, Ohio 43212	Adjunct Assistant Professor EEOB The Ohio State University Columbus, Ohio 43210 mhoggarth@otterbein.edu
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5 May 2009

EDUCATION

- 1988 The Ohio State University, Columbus, Ohio 43210. Dissertation: The Use of Glochidia in the Systematics of the Unionidae (Mollusca:Bivalvia) 340p. Ph.D.
- 1980 University of North Alabama, Florence, Alabama 35630. Thesis: A Study of the Distinguishing Characteristics of *Obovaria jacksoniana* (Frierson, 1912) and *Obovaria unicolor* (Lea, 1845) (Pelecypoda:Unionidae) 74p. M.S.
- 1977 Seattle Pacific College, Seattle, Washington 98119. Major: Biology, *cum laude*. B.S.

EMPLOYMENT

- 2004-present Professor and Chairperson, Department of Life and Earth Sciences, Otterbein College, Westerville, Ohio 43081
- 1997-2004 Associate Professor and Chairperson, Department of Life and Earth Sciences, Otterbein College, Westerville, Ohio 43081
- 1995-present Associate Curator, Museum of Zoology, The Ohio State University, Museum of Biological Diversity, Columbus, Ohio 43212
- 1995-present Visiting Instructor, F.T. Stone Laboratory, The Ohio State University, Columbus, Ohio 43210
- 1992-1997 Assistant Professor, Department of Life and Earth Science, Otterbein College, Westerville, Ohio 43081
- 1987-1992 Environmental Scientist (Senior Aquatic Ecologist), The Ohio Department of Transportation, Bureau of Environmental Services, Columbus, Ohio 43215
- 1980-1987 Graduate Teaching Associate, Department of Zoology, The Ohio State University, Columbus, Ohio 43210

- 1978-1980 Graduate Teaching Assistant, Department of Biology, University of North Alabama, Florence, Alabama 35630
- 1977-1978 Assistant Laboratory Director, Miller Science Learning Center, Seattle Pacific College, Seattle, Washington 98119

GRANT SUPPORT

- 2009 A study of the mussels of Lake Erie refugia: Marina, embayment, marsh, and dock habitats. Department of Natural Resources, Division of Wildlife. Funded - \$34,949.00
- 2008 The effect of the lampricide TFM on mussels in NE Ohio, The Ohio Department of Natural Resources, Division of Wildlife. Funded - \$10,000.00
- 2007 The effect of exotic invasive aquatic plants on freshwater turtle ecology. The Ohio Department of Natural Resources, Division of Wildlife. Funded - \$10,000.00 (Sarah Bouchard, PI)
- 2006-2007 Reevaluation of the mussels of the Little Miami River system in Ohio. Ohio Department of Natural Resources and Little Miami Incorporated. Funded – \$18,506.00
- 2004-2006 Mussels, fish and crayfish of the Wayne National Forest, Ironton District, Ohio. Wayne National Forest, Nelsonville Ohio. Funded - \$54,630.00
- 2004-2005 Inquiry Based Environmental Science through Stressed Stream Analysis. NSF – CCLI, Arlington, Virginia. Funded - \$80,981.00 (Halard Lescinsky, PI)
- 2001-2006 Population status and recovery of the purple catspaw (*Epioblasma obliquata obliquata*). U.S. Fish and Wildlife Service, Reynoldsburg Field Office, Reynoldsburg, Ohio. Funded - \$20,000.00
- 2000 Studies of the Unionidae (Mollusca:Bivalvia) of the Auglaize River in northwestern Ohio. Ohio Department of Natural Resources, Division of Wildlife, Columbus, Ohio. Funded - \$5,000.00
- 1999-2000 Studies of the Mollusca of the Wayne National Forest: The Little Muskingum River. Ohio Department of Natural Resources, Division of Natural Areas and Preserves, and Wayne National Forest. Funded - \$10,000.00
- 1999 Crayfish and Mollusca: Animal and Plant Community Inventory (1999), Ravenna Army Ammunition Plant. Ohio Department of Natural Resources, Division of Natural Areas and Preserves, and The U.S. Army. Funded - \$6,400.00

- 1998 Studies of the Unionidae (Mollusca:Bivalvia) of the Ottawa River, Mohican River, and Studies of the Catspaw (*Epioblasma obliquata obliquata*) in Killbuck Creek. Ohio Department of Natural Resources, Division of Wildlife, Columbus, Ohio. Funded - \$8,000.00
- 1997 Studies on the Ecology and Life History of the Unionidae (Mollusca:Bivalvia) of the Walhonding River and Killbuck Creek, Including Studies of the Catspaw (*Epioblasma obliquata obliquata*). Ohio Department of Natural Resources, Division of Wildlife, Columbus, Ohio. Funded - \$15,453.00
- 1997 A Study of the Land Snails of Ohio. Ohio Department of Natural Resources, Division of Natural Areas and Preserves, Columbus, Ohio. Funded - \$1,695.00
- 1996 Science Lecture Series, Sesquicentennial Year. Ross Laboratories. Funded - \$1,000.00
- 1995-1997 The Unionidae (Mollusca:Bivalvia) of Killbuck Creek in Wayne, Holmes, and Coshocton counties, Ohio, including the catspaw (*Epioblasma obliquata obliquata*). Ohio Department of Natural Resources, Division of Wildlife, Columbus, Ohio. Funded - \$22,500.00
- 1995 Ecological Assessment of Minerva Park Lakes and Kilbourne Run in Minerva Park. Minerva Park, Columbus, Ohio. Funded - \$420.00 (Ecology Class Project)
- 1994-1997 Endangered Species and Wildlife Diversity Grant to examine the distribution of the Unionidae of the Walhonding River as a function of habitat characteristics. Ohio Department of Natural Resources, Division of Wildlife, Columbus, Ohio. Funded - \$70,000.00
- 1993 Status and population trends of the federally listed endangered Unionidae within Ohio. U.S. Fish and Wildlife Service, Reynoldsburg Field Office, Reynoldsburg, Ohio. Funded - \$2,000.00
- 1992-1993 The Unionidae (Mollusca:Bivalvia) of the Walhonding River, Coshocton County, Ohio, including a survey for the Catspaw (*Epioblasma obliquata obliquata*) and the Fanshell (*Cyprogenia stegaria*). U.S Fish and Wildlife Service, Twin Cities, Minnesota. Funded - \$6,500.00
- 1991 A study of the distribution of the Unionidae of the Walhonding River in Coshocton County, Ohio. The Ohio Department of Natural Resources, Division of Natural Areas and Preserves, Columbus, Ohio. - Funded - \$3,000.00
- 1987-1994 The Unionidae of Ohio Scenic Rivers, The Ohio Department of Natural Resources, Division of Natural Areas and Preserves, Columbus, Ohio. Funded - \$10,000.00

- 1987 Recovery plan for the white cat's paw pearly mussel, U.S. Fish and Wildlife Service, Twin Cities, Minnesota. Funded - \$2,500.00
- 1986 Nongame wildlife grant to study the unionid fauna of the St. Joseph River system in Ohio, The Ohio Department of Natural Resources, Division of Wildlife, Columbus, Ohio. Funded - \$5,000.00
- 1984 Doctoral Dissertation Enhancement Grant, The National Science Foundation, Washington, D.C. Funded - \$4,875.00 (Dr. D.H. Stansbery faculty advisor)
- 1978 Alabama Academy of Sciences Student Research Grant. Funded - \$400.00 (Dr. P. Yokley, Jr. faculty advisor)

PROFESSIONAL AND COMMUNITY SERVICE

- 2004-2005 Board of Directors, Highland Nature Sanctuary
- 1999-present Friends of Alum Creek and Tributaries, Advisory Board
- 1996-1997 Adopt a Stream Advisory Group, The Ohio Environmental Protection Agency and The Ohio Department of Natural Resources.
- 1996-1997 Great Lakes Initiative External Advisory Committee, The Ohio Environmental Protection Agency.
- 1995-2000 Hidden Creek At The Darby, Advisory Committee Member.
- 1992-2004 Ohio Biological Survey, Advisory Board Member. Chairperson, Ohio Systematists Annual Meeting Committee (1992-1997).
- 1992-1997 Member, Board of Trustees, The Darby Creek Association. Editor, The Darby Creek Advocate.
- 1992-1994 Member, Advisory Committee, Natural Resources Program, Harry E. Tolles Technical Center, The Central Ohio Joint Vocational School District.
- 1989-1995 Member, The Ohio Department of Natural Resources, Nongame Wildlife Technical Advisory Committee.

HONORS

- 1998 Fellow, The Ohio Academy of Science, Columbus, Ohio.
- 1998 *Sigma Xi*, The Scientific Research Society, The Ohio State University, Columbus.

- 1997 Outstanding Visiting Professor, F.T. Stone Laboratory, The Ohio State University, Columbus, Ohio. Also in 2000, 2001, 2002, 2005 & 2006.
- 1996 Torch and Key (The Otterbein Scholars), Otterbein College, Westerville, Ohio.
- 1979 Honor Society of *Phi Kappa Phi*, The University of North Alabama, Florence, Alabama.
- 1978 *Beta Beta Beta* Biological Honor Society (*Beta Zeta Chapter*), The University of North Alabama, Florence, Alabama.

TEACHING

Introductory Biology III (Animals and Ecology), Department of Life and Earth Sciences, Otterbein College, 1992, 1993, 1994, 1995, 1996, 1998, 1999, 2000, 2001, 2003, 2004, 2005, 2006, 2007, 2008. Dynamics of Ecosystems, Department of Life and Earth Sciences, Otterbein College, 1993. Field Biology, Department of Life and Earth Sciences, Otterbein College, 1992, 1993, 1994, 1995, 1996, 1998, 1999, 2001, 2003, 2005, 2007. Vertebrate Morphology, Department of Life and Earth Sciences, Otterbein College, 1993 (as Mammalian Anatomy), 1994, 1995, 1996, 1997. Histology, Department of Life and Earth Sciences, Otterbein College, 1993, 1994, 1995, 1996. Invertebrate Zoology, Department of Life and Earth Sciences, Otterbein College, 1993, 1995, 1997, 2000, 2002, 2004, 2006, 2007. Ecology, Department of Life and Earth Sciences, Otterbein College, 1994, 1995, 1997, 1999, 2002, 2004. Environmental Biology, Department of Life and Earth Sciences, Otterbein College, 1994, 1996, 1998, 2000, 2002, 2006. Biological Sciences, Integrative Studies, Otterbein College, 1997, 1998, 2000, 2002, 2003, 2004, 2006, 2007. Field Zoology, Department of Zoology, The Ohio State University, F. T. Stone Laboratory, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008. Ichthyology, Department of Life and Earth Sciences, Otterbein College, 1999. Aquatic Entomology, Department of Life and Earth Sciences, Otterbein College, 2001.

Environmental Consulting (date of first association)

Ohio Department of Transportation (1992) 25 South Front Street Columbus, Ohio 43215	BBC&M Engineering, Inc. (1993) 6190 Enterprise Court Dublin, Ohio 43017
EPYSYS Corporation (1993) 3045 Olentangy River Road Columbus, Ohio 43202	U.S. Fish and Wildlife Service (1993) 6950-H Americana Parkway Reynoldsburg, Ohio 43068
Dodson-Lindblom Associates, Inc. (1993) 6121 Huntley Road Columbus, Ohio 43229	Sticklen-Belsheim & Associates (1994) 1050 Kingsmill Parkway Columbus, Ohio 43229

Metcalf & Eddy (1994)
2800 Corporate Exchange Drive, Suite 250
Columbus, Ohio 43231

CAMP DRESSER & McKEE (1994)
250 Old Wilson Bridge Road, Suite 120
Worthington, Ohio 43085

Hamilton County Park District (1996)
10245 Winton Road
Cincinnati, Ohio 45231

Burgess & Niple, Limited (1997)
5085 Reed Road
Columbus, Ohio 43220

Eriksson Engineering Limited (1998)
1523 Chesapeake Avenue
Columbus, Ohio 43212

ASC Group, Inc. (1998)
4620 Indianola Avenue
Columbus, Ohio 43214

Richland Engineering Limited (1999)
29 North Park Street
Mansfield, Ohio 44902

Balke American (1999)
1848 Summit Road
Cincinnati, Ohio 45237

Midwest Environmental Consultants (1999)
1800 Indian Wood Circle
Maumee, Ohio 43537

Jones-Stucky Ltd. Inc. (1999)
1641 West Fifth Avenue
Columbus, Ohio 43212

Barry A. Vittor & Associates (1999)
8060 Cottage Hill Road
Mobile, Alabama 36695

URS Corporation (1999)
800 West St. Clair Avenue
Cleveland, Ohio 44113-1232

URS Corporation (2000)
33 North High Street
Columbus, Ohio 43215

Mangi Environmental Group (2000)
701 West Broad Street, Suite 205
Falls Church, Virginia 22046

R.D. Zande & Associates, Inc. (2001)
1237 Dublin Road
Columbus, Ohio 43215

HZW Environmental Consultants Inc. (2001)
6105 Heisley Road
Mentor, Ohio 44060

Midwest Biodiversity Institute (2001)
P.O. Box. 21561
Columbus, Ohio 43221

DLZ (2001)
6121 Huntley Road
Columbus, Ohio 43229

CH2M Hill (2002)
135 South 84th Street, Suite 325
Milwaukee, Wisconsin 53214

Pike County Engineers Office (2002)
502 Pike Street
Waverly, Ohio 45690

City of Columbus (2002)
200 Greenlawn Avenue
Columbus, Ohio 43221

Malcolm Pirnie, Inc. (2002)
1900 Polaris Parkway, Suite 200
Columbus, Ohio 43240

Strategic Environmental & Ecological Services (2003) Vermilion Port Authority (2008)
59 Grant Street 777 West River Road
Newark, Ohio 43055 Vermilion, Ohio 44089

MS Consultants, inc. (2004)
2221 Schrock Road
Columbus, OH 43229

Mannik & Smith Group, Inc. (2008)
1800 Indian Wood Circle
Maumee, Ohio 43537

City of Fort Wayne (2005)
Board of Public Works
920 City-County Building, One Main Street
Fort Wayne, IN 46802

Woolpert, Inc. (2008)
4454 Idea Center Blvd.
Dayton, Ohio 45430

TranSystems Corporation (2005)
55 Public Square, Suite 1650
Cleveland, Ohio 44113

Floyd Brown (2005)
585 Sunbury Road
Delaware, Ohio 43015

GPD Group (2005)
5990 Wilcox Place, Suite C
Dublin, Ohio 43016

BHE Environmental, Inc (2006)
11733 Chesterdale Road
Cincinnati, Ohio 45246

Delaware County (2006)
50 Channing Street
Delaware, Ohio 43015

ENTRAN (2007)
1848 Summitt Road
Cincinnati, Ohio 45237

Lawhon & Associates, Inc. (2007)
975 Eastwind Drive, Suite 190
Westerville, Ohio 43081

Battelle Memorial Institute (2008)
505 King Avenue
Columbus, Ohio 43201



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Traffic Committee Minutes of May 27, 2009 meeting, Traffic Control Order

DISCUSSION: The Mayor's Traffic Committee meeting was held on May 27, 2009, and the minutes are attached for your review and approval. There is one (1) traffic control order for approval at this time as a result of the meeting, number 121-004, which converts one parking space into 15-minute parking in front of 118 North Monroe Street.

IT IS RECOMMENDED that the City Council accept and place on file the minutes from the May 27, 2009 Mayor's Traffic Committee meeting, and approve Traffic Control Order 121-004.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

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

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

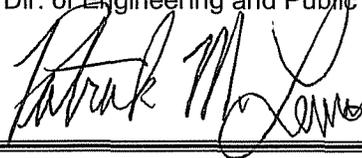
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 05/28/09

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 1, 2009



CITY OF MONROE
MAYOR'S TRAFFIC COMMITTEE MINUTES
May 27, 2009

Meeting was called to order by Mayor Worrell on Wednesday, May 27, 2009 at 5:00 P.M. in the City Council Chambers.

Members Present: Mayor Worrell, Councilman Beneteau (arrived at 5:27), Councilman Clark (arrived at 5:10), Deputy Chief Moore (arrived at 5:21), James Crammond, Scott Davidson, Suzanne Gartz, Michael Miletti, Anthony Webb

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

Citizens Commenting: Andrea Jones, Mark Jagodzinski, Corey Morgan

1. Report back from the Engineering Department on the Residential Parking surveys in the vicinity of SMCC.

Motion: It was moved by Suzanne Gartz and supported by Michael Miletti to take no further action on this matter.

Action: The motion passed 6-0 (Beneteau, Clark, Moore not present yet).

2. Report back from the Engineering Department on the parking prohibition surveys on Hagans Street.

Motion: It was moved by Michael Miletti and supported by Anthony Webb to take no further action on this matter.

Action: The motion passed 6-0 (Beneteau, Clark, Moore not present yet).

3. Report back on the request to relocate the Lake Erie Transit bus transfer station.

Motion: It was moved by Suzanne Gartz and supported by Councilman Clark to leave parking for Lake Erie Transit the same as it presently is.

Action: The motion passed 9-0.

4. Request from citizen Corey Morgan to consider a Residential Parking District for East Front Street between Wadsworth and Murray Streets.

Motion: It was moved by Councilman Clark and supported by Scott Davidson to refer this issue back to the Engineering Department for further study and surveying of the adjacent property owners.

Action: The motion passed 9-0.

5. Report back from the Engineering Department on the referrals to the Downtown Development Authority Board for the following items:

- a) Parking Pass system for Downtown Area
- b) West Front Street Parking Lot long-term parking
- c) Potential usage of the lot adjacent to 12 West Front Street
- d) Potential angled parking on East First Street.

Motion: It was moved by Anthony Webb and supported by James Crammond to refer items a, b, and c to the Engineering Department for research, and to take no action on item d.

Action: The motion passed 9-0.

6. Request from citizen Bill Lipford to post a 15-minute parking space in front of the Rendezvous Ice Cream parlor on North Monroe Street.

Motion: It was moved by Suzanne Gartz and supported by Anthony Webb to grant this request.

Action: The motion passed 9-0.

7. Motion: It was moved by James Crammond and supported by Anthony Webb to adjourn the meeting.

Action: The motion was approved 9-0 and the meeting was adjourned at 5:57 P.M.



CITY OF MONROE
TRAFFIC CONTROL ORDER

ORDER NO. 121-004

EFFECTIVE DATE: June 2009

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

The following regulations shall apply to North Monroe Street (M-125), provided that none of these regulations shall supersede any parking restrictions authorized by any State of Michigan Traffic Control Order:

PAGE ONE

Parking

1. "No Parking" on the River Raisin Bridge, both sides.
2. **Signed 15-minute parking, enforceable all hours, all days, one space in front of 118 North Monroe Street.**
3. Signed 15-minute parking, enforceable all hours, all days, one space in front of 128 North Monroe Street, east side.
4. Signed 2-hour parking, with enforcement times of 8:00 A.M. to 6:00 P.M. Tuesdays, Wednesdays, Thursdays, and Saturdays and 8:00 A.M. to 9:00 P.M. Mondays and Fridays, all remaining spaces from Willow Street to a location 175 feet south of Willow Street, east side.
5. Signed 15-minute parking, enforceable all hours, all days, from a location 275 feet north of Noble Avenue to a location 315 feet north of Noble Avenue, east side.
6. Permitted parking, with no time restrictions, in all other areas not otherwise prohibited by any State of Michigan Traffic Control Order, both sides.

Intersection Control

7. Traffic signals with pedestrian signals shall be placed at the intersection of North Monroe Street and Elm Avenue.
8. Traffic signals with pedestrian signals shall be installed at the intersection of North Monroe Street and Noble Avenue.



CITY OF MONROE
TRAFFIC CONTROL ORDER

ORDER NO. 121-004

EFFECTIVE DATE: June 2009

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

The following regulations shall apply to North Monroe Street (M-125), provided that none of these regulations shall supersede any parking restrictions authorized by any State of Michigan Traffic Control Order:

PAGE TWO

Roadway Geometry

9. North Monroe Street shall be a five-lane street, with the center lane restricted to left turns only, from the River Raisin Bridge to just north of Lemerand Street.
10. North Monroe Street shall be a four-lane street, with two lanes in each direction, from just north of Lemerand Street to the north City limit.

The following Traffic Control Orders shall hereby be rescinded: 121-003

City Traffic Engineer

City Clerk-Treasurer

Date

Date



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Amendment to FY 2008-9 Consolidated Plan for Community Development Block Grant (CDBG)

DISCUSSION: The City of Monroe is a recipient of federal funds in the form of the Community Development Block Grant (CDBG). In addition to its usual CDBG award, the City of Monroe is receiving additional funds as part of the American Recovery and Reinvestment Act (ARRA) which the U.S. Department of Housing and Urban Development (HUD) is referring to as CDBG-R. The City of Monroe's CDBG-R award will be \$140,000. The stated goals for these funds include incentives for economic development, improving and modernizing infrastructure and creating jobs – including temporary and construction jobs. In addition to these program goals, it is HUD's wish that these funds be spent as quickly as possible so communities may get the assistance they need quickly.

Considering the goals of the program, it is believed the best use of the city's CDBG-R allocation is to replace the sanitary sewer on Almyra Avenue from East Third Street to Wood Avenue. This stretch of sanitary sewer has been identified as being in need of replacement. The section between East Fifth Street and Wood (built in 1927) is a source of infiltration as is the section between East Third and East Fifth streets (built in 1924). This project will meet a key infrastructure need of the City of Monroe as well as the goals HUD has established for CDBG-R funds. It will update and improve city infrastructure by replacing the sanitary main pipe, reconnecting existing house leads to the new main and replacing all manholes. It can be completed quickly as design work on the project has already been completed as a part of other work planned in this corridor. This project is expected to generate ten (10) temporary construction jobs and the improvement of substandard infrastructure removes a possible barrier to investment and development in this neighborhood. It is estimated the Almyra Avenue sanitary sewer replacement will cost \$300,000 which, with the CDBG-R funding, will require \$160,000 (plus any project overruns) from Wastewater Department funds.

The following is the FY 2008-9 CDBG Annual Action Plan budget. The full, amended Action Plan will be kept on file and is available upon request. As of this writing, no public comments have been received.

Almyra Avenue Sewer Replacement – Replace the sanitary sewer in this low-income neighborhood	\$140,000
Sidewalk Improvements – Compliance with ADA standards	\$392,205
Park Improvements – Making parks within the City of Monroe accessible	\$50,000
Hellenberg Field Improvements – Improvements to this city park	\$90,000
Dorsch Memorial Library – Complete third phase of improvements to historic library	\$73,000
Arthur Lesow Community Center – Improvements to the center, which include a new floor for the basketball court	\$200,000
FIX Program – Rehabilitate homes for income eligible residents	\$150,000
Lead-based Paint Remediation – Cooperate with the State of Michigan and the Monroe County Health Department to offer lead-based paint remediation to families with children shown to have elevated levels of lead in their blood	\$75,000
Homeownership Assistance – Provide assistance for low/moderate income families wishing to purchase a home	\$25,000
Fair Housing Testing – Contract with regional Fair Housing Center to provide complaint-based testing	\$15,000
Planning and Administration – Fund staff required to carry out the activities described in this plan	\$86,000
Total CDBG Funds	\$1,296,205

IT IS RECOMMENDED that upon completion of the public hearing, the amended FY 2008 Annual Action Plan budget be accepted and the Planning Department be allowed to submit the plan to HUD and carry out the activities described therein.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 1, 2009

REASON FOR DEADLINE: HUD's specified deadline for submitting an application for CDBG-R funds

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Planning and Recreation

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Planning and Recreation, Dept. of Engineering, Department of Water and Wastewater, City Council, residents of Orchard East neighborhood.

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 1,456,205
Cost of This Project Approval	\$ 1,456,205
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ *

*Exact revenue is unknown, as it depends largely on future increases in valuation to homes assisted with CDBG programs

SOURCE OF FUNDS:

City

Account Number
Wastewater

Amount
\$ 160,000

Other Funds

Community Development Block Grant

\$ 1,296,205

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: May 27, 2009

REVIEWED BY: Jeffrey Green, Interim Director of Planning and Engineering

DATE: May 27, 2009

COUNCIL MEETING DATE: June 1, 2009