RULE OF THE CHAMBER

Any person wishing to address City Council shall step up to the lectern, state their name and address in an audible tone of voice for the record, and unless further time is granted by the presiding officer, shall limit their address to three (3) minutes.
A person may not give up or relinquish all or a portion of their time to the person having the floor or another person in order to extend a person's time limit in addressing the Council.

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

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

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

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

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

# AGENDA - CITY COUNCIL SPECIAL MEETING
## MONDAY, AUGUST 17, 2009
## 7:00 P.M.

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. CITY COUNCIL CLOSED SESSION TO DISCUSS PENDING LITIGATION.

V. ADJOURNMENT.

RULE OF THE CHAMBER

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

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

# AGENDA - CITY COUNCIL REGULAR MEETING
## MONDAY, AUGUST 17, 2009
## AMENDED

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PUBLIC HEARINGS.

190 Public hearing for the purpose of reviewing and hearing comments on the proposed Brownfield Plan for Site No. 22, tax parcel ID No. 58-55-69-01146-000, 721-759 N. Monroe Street. There are no comments on file in writing in the Clerk-Treasurer's Office.

V. COMMUNICATIONS.

180 Communication from Mark J. Jagodzinski, Lake Erie Transit, General Manager, submitting a request to the City Council recommending the appointment of Dr. Patrick Miller to the vacant seat on the Lake Erie Transportation Commission.

181 Communication from James H. Davies, Local Officers Compensation Commission Chairman, giving a recommendation for salaries of the local elected officials of the City of Monroe.

VI. COUNCIL ACTION.

182 Communication from the Fire Chief, submitting Proposed Ordinance No. 09-011, an Ordinance to establish public safety, fire and public utility emergency response cost recovery within the City of Monroe.

Proposed Ordinance No. 09-011, up for its first reading and recommending that the public hearing be set for Tuesday, September 8, 2009.

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

A. Approval of the Minutes of the Work Session held on, Monday, August 3, 2009, the Minutes of the Regular Meeting held on, Monday, August 3, 2009, and the Minutes of the Special Meeting held on Monday, August 10, 2009

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

183 Fire Department Inspection Fees Resolution.

1. Communication from the Fire Chief, submitting a proposed resolution to implement an inspection fee schedule for the inspection of commercial occupancies by the Monroe Fire Department within the City of Monroe, and recommending the proposed resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

184 Traffic Crash Cost Recovery Fee Structure Resolution.

1. Communication from the Chief of Police, submitting a proposed resolution to establish the fee structure for the traffic crash cost recovery ordinance that was enacted on July 6, 2009, and recommending the proposed resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

185 Traffic Crash Cost Recovery Service Contract.

1. Communication from the Chief of Police, submitting the proposed contract with Cost Recovery Corporation for accident cost recovery services, and recommending that the Mayor and City Council approve the attached contract for traffic crash cost recovery services with Cost Recovery Corporation and further recommending that Council approve the City Manager to sign the agreement on its behalf.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

186 Riverview Avenue Reconstruction – MDOT Funding Contract.

1. Communication from the Director of Engineering and Public Services, submitting a proposed resolution delineating the terms of the Riverview Avenue Reconstruction agreement and the actual agreement itself, and recommending that the attached resolution be adopted, and further recommending that the Finance Director be authorized to appropriate up to $20,000 in funds from the Major Street Fund Balance into this project as necessary and if needed to allow for a 10% contingency in the construction costs.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

187 West Seventh Street Resurfacing – MDOT Funding Contract.

1. Communication from the Director of Engineering and Public Services, submitting a proposed resolution delineating the terms of the West Seventh Street Resurfacing agreement and the actual agreement itself, and recommending that the attached resolution be adopted, and further recommending that the Finance Director be authorized to appropriate up to $18,000 in funds from the Major Street Fund Balance into this project as necessary and if needed to allow for a 10% contingency in the construction cost.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

188 2009 Curb Replacement and Resurfacing Program Bids.

1. Communication from the Director of Engineering and Public Services, reporting back on bids received for the 2009 Curb Replacement and Resurfacing Program, and recommending that City Council award the contract to C & D Hughes, Inc. in the amount of $369,950.16, and that a total of $425,000 be encumbered to include a 15% project contingency, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

189 Vactor/Jet Truck Replacement Project Bids.

1. Communication from the Director of Water and Wastewater Utilities, reporting back on bids received for the purchase of a Vactor/Jet truck for the Wastewater Department, and recommending that approval of the sale of the 2001 Vactor/Jet Truck currently owned by Wastewater be granted to the Department of Public Service in the amount of $40,000.00 and to transfer of the current Wastewater Vactor/Jet Truck to DPS, and further recommending that a purchase order in the amount of $340,566.00 for the Wastewater Department Vactor/Jet Truck Replacement project be issued to Jack Doheny Supplies, Inc. out of Northville, MI in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

190 Eye Surgeons Associates PC, Brownfield Plan for Site No. 22. Resolution.

1. Communication from the Economic Development Director for the City & Port of Monroe, submitting a proposed resolution asking Mayor and City Council to approve the Brownfield Plan for Site No. 22, tax parcel ID No. 58-55-69-01146-000, 721-759 N. Monroe Street, and recommending that upon completion of the public hearing, the Mayor and City Council approve the Brownfield Plan for Site No. 22 and the proposed resolution.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

191 Home, Inc. Proposed Resolution.

1. Communication from the City Managers Office submitting proposed resolutions to recognize HOME, Community Supported Living Arrangements, HOME, Management Corporation, HOME, Non Profit Housing Corporation, and Monroe MI HOME Non-Profit Housing Corporation as non-profit organizations in the Monroe community in order to apply for a

gaming license from the State of Michigan Lottery Division, and recommending that the resolutions be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolutions be adopted.

192 Transfer Ownership of a 2009 Class C-Licensed Business.

1. Communication from the City Manager's Office, reporting back on a request from Anthony Perna and Nicholas Sacco (Nino & Nick. LLC) to transfer ownership of a 2009 Class C licensed business located at 391 N. Telegraph, Monroe, MI 48162, Monroe County with dance-entertainment permit from Fresca, Inc., and recommending that City Council approve this request contingent upon all items being met as outlined by the administration, without dressing rooms, and that the City Manager be authorized to approve the request after a final inspection by the Building Department has occurred.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

193 New Resort SDD License.

1. Communication from the City Manager's Office, reporting back on a request from Fatima Elabed for a new resort SDD license to be issued under R 436.1531(5) to be held in conjunction with an existing 2009 SDM license located at 467 Michigan Ave., Monroe, and recommending that City Council request that this application be denied based on staff findings that the current use of the subject property is zoning non-conforming, and the expansion of that use is discouraged by the City Comprehensive Plan and Zoning Ordinance.
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. ADJOURNMENT.

Lake Erie Transit
www.lakeerietransit.com
1105 West Seventh Street • Monroe, Michigan 48161• Phone: (734) 242-6672 • Fax: (734) 242-1121

August 6, 2009

Mayor Worrell & City Council
City of Monroe
120 East First Street
Monroe MI 48161

Dear Mayor & City Council,

The Lake Erie Transportation Commission would like to recommend to the City Council Members the Appointment of Dr. Patrick Miller to the open seat on the Lake Erie Transportation Commission.

According to the Interlocal Agreement between the City of Monroe and Frenchtown Charter Township, you jointly appoint to the Lake Erie Transportation Commission the Elderly and Disabled Representatives.

Sincerely,

Mark J. Jagodzinski
General Manager

cc: George Brown, City Manager

OK MJW

RECEIVED
AUG 7 2009
MAYOR'S OFFICE

180

# PATRICK FRANCIS MILLER

2847 North Custer
Monroe, Michigan 48162

millerpf@hotmail.com
phone: 734-652-0062

**OBJECTIVE**

***Seeking appointment to the Lake Erie Transit Governing Board***

**EDUCATION**

**CENTRAL MICHIGAN UNIVERSITY** Mount Pleasant, Michigan

Master of Arts: Political Science, Economics and History.

**WESTERN MICHIGAN UNIVERSITY** Kalamazoo, Michigan

Bachelor of Arts: Political science, Economics, and History.

**EMPLOYMENT**

**MONROE COUNTY COMMUNITY COLLEGE** Monroe, Michigan

Adjunct Faculty, Political Science. 2001-present.

**OAKLAND COMMUNITY COLLEGE** Southfield, Michigan

Adjunct Faculty, Political Science. 2003-present.

**HENRY FORD COMMUNITY COLLEGE** Dearborn, Michigan

Adjunct Faculty, Political Science. 2005-present.

**RELATED EXPERIENCE**

**MONROE COUNTY PLANNING COMMISSION 1998-present.**

- Planning Commissioner for Monroe County, Michigan. Active in urban and land use planning in SE Michigan and NW Ohio, with special emphasis on public transportation.
- Member, Monroe County Capital Improvements Subcommittee
- Monroe County's Representative to the Southeast Michigan Council of Governments (SEMCOG) Transportation Advisory Council (TAC)
- Chairman, Passenger Rail Committee at the Toledo Metropolitan Area Council of Governments (TMACOG), focusing on transportation needs, and proposing transportation solutions

**REFERENCES**

| | | |
|---|---|---|
| Bruce Way | Dean, Humanities & Social Sciences, Monroe County Community College | 734-242-7300 |
| Floriene Mentel | Monroe County Commissioner | 734-242-2103 |
| Joseph Costello | Circuit Court Judge; Adjunct Faculty | 734-240-7050 |

**Dr. Patrick Miller**
**Public Service Work in Planning and Transportation**

Dr. Patrick Miller has taken an active role in urban and land use planning activities in southeast Michigan and northwest Ohio, with a special interest and emphasis on public transportation. His strong advocacy of public transportation is rooted in his belief in its inherent efficiencies with regard to public convenience, costs, land use, energy use, and environmental considerations.

Dr. Miller has been a member of the Monroe County Planning Commission since 1998, and has served as a member of its Capital Improvements Subcommittee, which evaluates Monroe County's capital needs and produces the annual Monroe County Capital Improvements Program.

He represents Monroe County on the Southeast Michigan Council of Governments (SEMCOG) Transportation Advisory Council (TAC), which studies issues related to the region's existing and future transportation system, including roads and bridges, traffic safety, transit, airports, and rail, and makes recommendations through its Transportation Improvement Program.

For several years Dr. Miller has been Chairman of the Passenger Rail Committee at the Toledo Metropolitan Area Council of Governments (TMACOG). That body studies area transportation needs and seeks to promote solutions through passenger rail transportation. Areas of focus have included Amtrak, and the Ohio Rail Development Commission, which is overseeing development of a new high-speed passenger rail system for Ohio that will include a Michigan link to Detroit Metropolitan Airport, and an intermodal station in Monroe.

Dr. Miller has a keen awareness of the numerous issues related to public transportation. He is dedicated to promoting and expanding all public transportation services, and integrating them into an interconnected system that will efficiently serve the growing public need.

# McCormick & Davies

ATTORNEYS AT LAW
25 SOUTH MONROE STREET
SUITE 205
MONROE, MICHIGAN 48161-2271

E.J. McCORMICK (1910 - 1989)
E.J. McCORMICK, JR.
(734) 241-7677

JAMES H. DAVIES
(734) 241-7689


August 7, 2009

Pat Weaver
City Manager's Office
120 E. First S t.
Monroe, MI 48161

**Re: Local Officers Compensation Commission Decision**

Dear Ms. Weaver:

By a vote of the members of the City of Monroe Local Officers Compensation Commission, the following salaries have been determined for the local elected officials herein described, beginning the dates described:

| | | |
|---|---|---|
| MAYOR: | January 1, 2010 | $ 14,625.00 |
| COUNCIL: | January 1, 2010 | $ 7,312.50 |
| CLERK/TREASURER | January 1, 2010 | $ 65,000.00 |

Respectfully submitted:

James H. Davies
Chairman

JHD/mz


RECEIVED
AUG 10 2009
MAYOR'S OFFICE

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO:** Ordinance 09-011, Public Utility and Emergency Response Cost Recovery

**DISCUSSION:** The proposed Ordinance as presented is present for Mayor and Council's review and consideration. This ordinance allows for Public Utility and Emergency Response Cost Recovery for incidents occurring within the City of Monroe. In order to protect the City from extraordinary expenses resulting from the utilization of City resources in response to certain fire emergency, public safety and public utility incidents, this Ordinance authorizes the imposition of charges to recover actual costs incurred by the City in responding to such incidents.

This ordinance is placed on the agenda for its' first reading on Monday, August 17, 2009; with a public hearing, second reading and anticipated passage on Tuesday, September 8, 2009.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** N/A

**REASON FOR DEADLINE:** N/A

**STAFF RECOMMENDATION:** ☒ For ☐ Against

**REASON AGAINST:** N/A

**INITIATED BY:** Joseph R. Mominee, Fire Chief

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Fire, Police, Public Works, Public Utilities

## FINANCES

**COST AND REVENUE PROJECTIONS:**

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

**SOURCE OF FUNDS:**

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

Budget Approval: _____

**FACT SHEET PREPARED BY:** Joseph R. Mominee, Fire Chief **DATE:** 8/11/09

**REVIEWED BY:** Joseph R. Mominee, Fire Chief **DATE:** 8/11/09

**COUNCIL MEETING DATE: 8/17/09**

# ORDINANCE 09-011

An Ordinance to establish public safety, fire and public utility emergency response cost recovery within the City of Monroe.

**THE CITY OF MONROE ORDAINS:**

**Section 1. Purpose.**

In order to protect the City from extraordinary expenses resulting from the utilization of City resources in response to certain fire emergency, public safety and public utility incidents, this Ordinance authorizes the imposition of charges to recover actual costs incurred by the City in responding to such incidents.

**Section 2. Definitions.**

Unless the context specifically indicates otherwise, the meaning of the terms used in this article shall be as follows:

*Assessable Costs* mean those costs for services incurred by the City in connection with a response to a fire emergency or public safety incident or public utility interruption, including, but not limited to, the actual labor and material costs of the City (including, without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment, costs of equipment operation including depreciation, costs of materials, costs of transportation, equipment, costs of material disposal and costs of contracted labor) whether or not the services are provided by the City or by a third party on behalf of the City; service charges and interest; attorneys' fees, litigation costs and any costs, charges, fines or penalties to the City imposed by any court or state or federal governmental entities.

*Bomb threats* mean the verbal or written threat of a bomb or other explosive device which, if discharged as threatened, would violate a federal, state or local law.

24 *Emergency assistance* means emergency medical, public safety, police, fire, public utility and
25 civil defense services provided by the City of Monroe.

26 *False alarm* means any automated or manual device designed to request or summon
27 emergency assistance which device is activated intentionally or otherwise, in the absence of an actual
28 need for emergency assistance. The determination that there was no actual need for emergency
29 assistance shall be made by the most senior person responding to a false alarm. Provided, however, a
30 false alarm shall not be deemed to have occurred if (i) caused by an act of God, i.e. lightning storm,
31 (ii) it originates from a motor vehicle alarm system or (iii) has not occurred more frequently than two
32 (2) times in a calendar month or three (3) times in a calendar year.

33 *Illegal fire* means a fire set or determined to have been set in violation of a federal, state or
34 local law. An illegal fire does not include an unintentional fire or fire caused by an act of God, i.e. a
35 lightning storm.

36 *Motor vehicle* means any self-propelled or towed vehicle designed or used on the public
37 streets, roads and highway to transport passengers or property which is required to be registered for
38 use upon such public streets, roads and highways, and for the purposes hereof all trailers or
39 appurtenances attached to any motor vehicle.

40 *Public safety or fire emergency incident* means (i) excessive requests for emergency
41 assistance, (ii) a false alarm, (iii) an illegal fire, (iv) bomb threats, (v) threats of harm to oneself or
42 others, (vi) a structure demolition, or (vii) a utility line failure.

43 *Responsible party* means any individual, firm, corporation, association, partnership,
44 commercial entity, consortium, joint venture, government entity or any other legal entity responsible
45 for a public safety or fire emergency incident or any owner, tenant, occupant or party in control of
46 real and personal property from which, onto which or related to which there is a public safety or fire
47 emergency incident and their heirs, estates, successors and assigns.

48 *Structure demolition* means the tearing down of a structure damaged by fire which must in
49 the opinion of the fire chief or his or her designee be promptly demolished following the fire to
50 protect public safety.

51 *Threats of harm* to oneself or others mean the verbal or written threat of physical harm to
52 oneself or another or another's property which if carried out would be a violation of federal, state or
53 local law.

54 *Utility line failure* means the disabling of any transmission or service line, cable, conduit,
55 pipeline, wire or the like used to provide, collect or transport electricity, natural gas, communication
56 or electronic signals (including, but not limited to telephone, computer, cable television and stereo
57 signals or electronic impulses), water, sanitary or storm sewage if the owner or party responsible for
58 the maintenance of such utility line does not respond within one (1) hour to a request to repair or
59 correct such failure.

60 **Section 3. Cost Recovery Authorization and Procedure.**

61 (a) The City may recover from any or all responsible parties jointly or severally, all
62 assessable costs in connection with responses to public safety or fire emergency incidents and for the
63 provision of emergency assistance and non-emergency assistance when requested.

64 (b) The City Fire Chief or his or her designee shall determine the total assessable costs and
65 shall in consultation with the City Manager determine whether to assess any, all or part of such costs
66 against any of the responsible parties. In making such determination, the following shall be
67 considered:

68 (1) the total assessable costs;

69 (2) the risk the public safety or fire emergency incident imposed on the City, its
70 residents and their property;

71 (3) whether there was any injury or damage to person or property;

72 (4) whether the public safety or fire emergency incident required evacuation;

(5) the extent the public safety or fire emergency incident required an unusual or extraordinary use of the City personnel and equipment; and

(6) whether there was any damage to the environment.

(c) After consideration of the factors in (b) immediately above, the City Manager and Fire Chief may allocate assessable costs among and between responsible parties, including allocating all or some of such costs jointly and severally against more than one responsible party regardless of whether a responsible party has other legal liability therefore or is legally at fault.

(d) If the City Manager and Fire Chief determines not to assess all or a part of assessable costs against a responsible party, such determination shall not in any way limit or extinguish the liability of the responsible party to other parties.

(e) The City Council shall by resolution adopt a schedule of the costs included as assessable costs. The schedule shall be available at the office of the City Clerk for inspection by the public during regular business hours.

**Section 4. Billing and Collection of Assessable Costs.**

After determining to assess assessable costs against a responsible party, the City Manager or the Fire Chief shall see that an itemized invoice is mailed to the responsible party at its last known address. Such invoice shall be due and payable within thirty (30) days of the date of mailing and any amounts unpaid after such date shall bear a late payment fee equal to one percent (1%) per month or fraction thereof that the amount due and any previously imposed late payment fee remains unpaid. Any responsible party who fails to pay the costs assessed pursuant to this Ordinance within thirty (30) days of the date of the statement shall be considered in default. In the case of a default, the City may authorize the City Attorney to commence a civil action to recover the costs plus the late payment penalty of one (1%) percent per month during which the costs remain unpaid together with its attorney fees and any other costs allowed by law. All of the charges imposed pursuant to this Ordinance shall be collectible through proceedings in district court or in any court of competent

98 jurisdiction as a matured debt. The City may proceed in district court by suit to collect any monies
99 remaining unpaid and shall have any and all other remedies provided by law for the collection of said
100 charges.

101 **Section 5. Remedies.**

102 The City shall be entitled to pursue any other remedy or may institute any appropriate action
103 or proceeding in a court of competent jurisdiction as permitted by law to collect assessable costs
104 from a responsible party.

105 **Section 6. No Limitation of Liability.**

106 The recovery of assessable costs pursuant hereto does not limit the liability of a responsible
107 party under applicable local, state or federal law.

108 **Section 7. Non-Exclusive Charge.**

109 The foregoing rates and charges shall not be exclusive of the charges that may be made by
110 the City for the costs and expenses of maintaining a fire department, but shall only be supplemental
111 thereto. Charges may additionally be collected and/or continue to be collected by the City through
112 general taxation as permitted by law or by a special assessment established under the Michigan
113 statutes pertinent thereto. General fund appropriations may also be made to cover such additional
114 costs and expenses as permitted by law.

115 **Section 8. Placement of Funds**

116 All amounts collected as a result of this Ordinance shall be placed into a fund as established by
117 the Finance Director to be used exclusively for personnel, supplies and equipment for the Police and Fire
118 Departments.

119 **Section 9. Severability.**

120 Should any provision or part of this article be declared by a court of competent jurisdiction to
121 be invalid or unenforceable, the same shall not affect the validity or enforceability or any other
122 provision or part which shall remain in full force and effect.

**Section 10. Effective Date.**

This Ordinance shall be in full force and effect Twenty (20) days after final passage and publication.

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO:** Resolution for Fire Department inspection fees

**DISCUSSION:** Section 106, International Fire Code, 2006 Edition authorizes the Fire Department to conduct inspections as deemed necessary for the protection of life and property. The Fire Inspection Division, of the Monroe Fire Department, conducts inspections of commercial properties within the City of Monroe. I propose to implement an inspection fee for the inspection of commercial occupancies. The inspection fee schedule is attached.

I recommend the Monroe City Council adopt this resolution to implement an inspection fee schedule for the inspection of commercial occupancies by the Monroe Fire Department within the City of Monroe.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** N/A

**REASON FOR DEADLINE:** N/A

**STAFF RECOMMENDATION:** ☒ For ☐ Against

**REASON AGAINST:** N/A

**INITIATED BY:** Joseph R. Mominee, Fire Chief

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

# FINANCES

**COST AND REVENUE PROJECTIONS:**

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

**SOURCE OF FUNDS:**

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

Budget Approval: _____

**FACT SHEET PREPARED BY:** Joseph R. Mominee, Fire Chief **DATE:** 8/11/09

**REVIEWED BY:** Joseph R. Mominee, Fire Chief **DATE:** 8/11/09

**COUNCIL MEETING DATE:** **8/17/09**

# RESOLUTION

**WHEREAS**, the City of Monroe has adopted the 2006 Edition of the International Fire Code, pursuant to Chapter 345, Article I, of the Code of the City of Monroe.; and

**WHEREAS**, Section 106, Inspections, of the 2006 Edition of the International Fire Code authorizes the Fire Chief to conduct inspections as are deemed necessary to determine the extent of compliance with the Codes; and

**WHEREAS**, Fire Chief has investigated different methods, without raising property taxes, to maintain a high level of quality emergency services throughout times of constantly increasing service demands; and,

**WHEREAS,** the Fire Chief desires to establish fees for fire prevention inspections.

**NOW, THEREFORE, BE IT RESOLVED**, that this Mayor and Council adopts the Monroe Fire Department Inspection Fees as stated below.

## MONROE FIRE DEPARTMENT
## INSPECTIONS FEES

| Inspection Type | Charge |
|---|---|
| Existing Buildings | $100 - <2,500 Sq. Ft. |
| | $125 – 2,501 to 25,000 Sq. Ft. |
| | $200 – 25,001 to 75,000 Sq. Ft. |
| | $500 - >75,000 Sq. Ft. |
| 1st Re-inspection of Building | $N/C |
| 2nd Re-inspection of Building | $100 |
| 3rd or subsequent for non compliance | $200 |
| Site Plan Review | |
| Residential Multi-Family | $400 |
| Commercial/Industrial | $500 |
| Restaurant Hood | |
| Review & Testing | $175 |
| Testing | $50 |
| New Fire Alarm System | $250 |
| Tent Plan Review | $50 |
| Hydrant Flow Test | $50 |
| Sprinkler System Hydro Test | $50 |
| Fireworks Display Review/Inspection | $100 |
| Burn Permit | $100 |
| Fireworks (Class C) Sales Permit | $200 |

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO:** A resolution to establish a traffic crash cost recovery fee structure.

**DISCUSSION:** The proposed resolution is presented for Mayor and Council's review and consideration. This resolution establishes the fee structure for the traffic crash cost recovery ordinance that was enacted on July 6, 2009. The fee structure is based on an analysis of department costs conducted by Cost Recovery Corporation and reviewed by the Director of Finance.

It is requested that the attached resolution establishing a traffic crash cost recovery fee schedule be adopted.

**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:** John Michrina, Chief of Police

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

# FINANCES

**COST AND REVENUE PROJECTIONS:**

| | |
|---|---|
| Cost of Total Project | $ N/A |
| Cost of This Project Approval | $ N/A |
| Related Annual Operating Cost | $ N/A |
| Increased Revenue Expected/Year | $50,000 |

**SOURCE OF FUNDS:**

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

Budget Approval: _____

**FACT SHEET PREPARED BY:** John Michrina **DATE:** 08/10/09

**REVIEWED BY:** **DATE:**

**COUNCIL MEETING DATE:** Monday, August 17, 2009

**RESOLUTION**

**WHEREAS**, the City of Monroe has adopted Ordinance 09-009 establishing and implementing a program to recover service fees for the deployment of public safety services rendered by the City of Monroe for motor vehicle accident services; and

**WHEREAS**, said Ordinance became effective August 3, 2009; and

**WHERAS,** City of Monroe Police Department wishes to establish the fees for such services as listed in Table A attached to this resolution;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council adopt the schedule of fees listed in Table A attached to this resolution, and:

**TABLE A**

**City of Monroe Police Department**
**User Fee Rates for Police Emergency Services**

| ON SCENE TIME | 30 min | 45 min | 60 min | 75 min | 90 min |
|---|---|---|---|---|---|
| **Fatal** | | | | | |
| Vehicles | $154 | $154 | $154 | $154 | $154 |
| Officers | $14 | $21 | $28 | $35 | $42 |
| Admin/Station Prep | $108 | $114 | $119 | $124 | $129 |
| **A-Level** | | | | | |
| Vehicles | $154 | $154 | $154 | $154 | $154 |
| Officers | $14 | $21 | $28 | $35 | $42 |
| Admin/Station Prep | $91 | $96 | $101 | $106 | $111 |
| **B-Level** | | | | | |
| Vehicles | $154 | $154 | $154 | $154 | $154 |
| Officers | $14 | $21 | $28 | $35 | $42 |
| Admin/Station Prep | $76 | $80 | $86 | $91 | $96 |
| **C-Level** | | | | | |
| Vehicles | $154 | $154 | $154 | $154 | $154 |
| Officers | $14 | $21 | $28 | $35 | $42 |
| Admin/Station Prep | $76 | $78 | $80 | $82 | $84 |
| **PDO** | | | | | |
| Vehicles | $154 | $154 | $154 | $154 | $154 |
| Officers | $14 | $21 | $28 | $35 | $42 |
| Admin/Station Prep | $76 | $78 | $80 | $82 | $84 |

**COURT TIME AND WITNESS INTERVIEW @ $80/hr.**

**Fatal:** Crash resulting in death of an individual within 30 days of the accident.
**A-Level:** Crash with on incapacitating injury.
**B-Level:** Crash with one person with a visible injury but not incapacitating.
**C-Level:** Crash with on person with a possible injury,
**PDO:** Property Damage only with a value of $500 on any single vehicle resulting in a claim filed to an insurance company or if the cited individual is without insurance.

**Any response will receive the minimum 30 minute charge. Charges are additive, if two vehicles respond, the charge is twice what is listed as well as the manpower**

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO:** A contract for traffic crash cost recovery services

**DISCUSSION:** The proposed contract with Cost Recovery Corporation is for accident cost recovery services. It is requested that Cost Recovery Corporation be considered a sole source supplier. A check of twenty-one agencies in seven states charging traffic crash cost recovery fees revealed that all twenty-one agencies utilized Cost Recovery Corporation to collect their fees. None of the agencies were aware of any other companies providing the service, and an Internet search failed to reveal other companies offering the service in the State of Michigan.

The contract has been reviewed by the City Attorney, and includes a clause allowing the City to terminate the contract for any reason with a thirty-day written notice.

It is recommended that the Mayor and City Council approve the attached contract for traffic crash cost recovery services with Cost Recovery Corporation and further approve the City Manager to sign the agreement on its 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:** John Michrina, Chief of Police

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

# FINANCES

**COST AND REVENUE PROJECTIONS:**

| | |
|---|---|
| Cost of Total Project | $ N/A |
| Cost of This Project Approval | $ N/A |
| Related Annual Operating Cost | $ N/A |
| Increased Revenue Expected/Year | $50,000 |

**SOURCE OF FUNDS:**

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

Budget Approval: _____

**FACT SHEET PREPARED BY:** John Michrina **DATE:** 08/10/09

**REVIEWED BY:** **DATE:**

**COUNCIL MEETING DATE:** Monday, August 17, 2009

# COST RECOVERY SERVICES AGREEMENT

This Agreement is made as of _____, 2009, by and between **COST RECOVERY CORP**., an Ohio corporation (**CRC**"), and **CITY OF MONROE** ("Client").

## RECITALS

The Client provides Safety Services for their community. CRC provides cost recovery services to Fire Departments, EMS Departments, Police Departments, Sheriff Departments and Hospitals. The Client desires to retain CRC to provide cost recovery services needed by the Client.

## STATEMENT OF AGREEMENT

**The parties agree as follows:**

1. The Client retains CRC to provide cost recovery services for the Client. CRC utilizes the information provided by the Client to prepare the claim for filing to the vehicular insurance. Any missing or supplemental information will be obtained by CRC from the insurance company or the insured. CRC will periodically inform the Client of any additional informational requirement in the future, to maintain a proactive informational system. CRC anticipates an interactive data environment that will allow for daily or twice a week filing after receiving the Client's data.

   The service charges will be calculated by CRC using the pricing system established by CRC. A claim will be filed to the insurance company of the "at fault" policyholder. Courtesy statements will be sent to non-residents "at fault" policyholders advising them of the claim filed with their insurance company. Statements will never be sent to any resident unless the Client wishes a stronger billing methodology for residents. The remainder of the process is a very manual intensive follow-up with the insurance companies and responding to their automatic rejection letters and informational needs.

   The insurance payments will be directed to the Trust Lock Box and the bank will send copies of the checks and insurance correspondence to the billing department. The information is then researched for overpayments, duplicated payments and additional requirements, such as refunds, on behalf of the policy holder or insurance companies. The payments are then posted to the policyholders account.

   A transfer of all Client payments will be made to the City's designated account after adjudication, within 15 business days of the month-end closing. At that time, management reports are generated and mailed or emailed to the appropriated parties.

   There is no charge to the Client for CRC's services. CRC will bill the insurance company or at-fault party for administrative costs.

**Liability:**

2. CRC shall not be responsible for any expenses or liabilities of the Client except as specifically provided in this Agreement. The Client shall likewise not be responsible for CRC's expenses or liabilities.

**Authority:**

3. The Client grants to CRC all of the authority and power to carry out its obligations under this Agreement in accordance with any regulatory requirement and/or state privacy statutes to which the Client is bound and in accordance with all other applicable laws.

**Health Insurance Portability and Accountability Act (HIPAA):**

4. The Parties hereby acknowledge that they are bound by HIPAA and the Regulations enacted thereunder by the Department of Health and Human Services ("DHH") regarding the use and disclosure of

Information pertaining to the past present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the future payment for the provision of health care to an individual (the "Information"). CRC shall be restricted in the use of any Information provided to it by Client. Such Information shall include, but not be limited to, patient demographics and Client's charges and coding. CRC is restricted to only using the Information for the provision of the billing provided under this Agreement unless such other use of the Information is specifically permitted below. CRC shall not disclose patient's Information to anyone other than Client or the patient unless such other disclosure of the Information is specifically permitted below.

a. CRC may also use information of the serviced parties of the client (i) for the proper management and/or administration by CRC, or (ii) to carry out any legal responsibilities of CRC.

b. CRC may also disclose a patient's Information if (i) the disclosure is required by law, or (ii) CRC obtains reasonable assurances from the person or entity to whom the Information is disclosed that the Information will be held confidentially and used or further disclosed only as required by law or for the purpose to which it was disclosed to the person or entity and the person or entity notifies CRC of any instances of which the person or entity is or becomes aware in which the confidentiality of the Information has been breached.

c. Should CRC become aware of any use or disclosure of the Information which has not been provided for in this Agreement, CRC shall give notice to Client regarding such use or disclosure.

**CRC's Service Fee:**

5. CRC shall bill and collect their fee for services direct from the payer. The Client shall not be billed nor be required to pay for any services provided by CRC. CRC 's costs vary based on time, resources and legal expense expended in successful recovery of the claim. The minimum charge is 10% and the maximum is 29%, regardless of any additional cost to CRC.

**Term of Agreement:**

6. The initial term of this Agreement is 1 year and shall continue indefinitely. It may be terminated by either party, with or without cause, by giving 30 days written notice of termination to the other party.

**Warranty:**

7. Except as otherwise provided in this contract, CRC makes for its services rendered no warranty of merchantability and no warranty of fitness for any particular purpose, nor does CRC make any other warranty, expressed or implied of any nature, whatsoever, except that CRC shall warrant that its system software is fit for the purpose of fee billing and insurance filing and the CRC will exercise reasonable care in the handling and storage of the input and output. CRC shall reconstruct available data from hard copy back up as required for IRS compliance and to the best of its ability, recover any loss or damage to input. CRC shall be responsible for consequences arising from direct and willful negligence or intentional malicious misconduct in loss of Client**'s** files.

**Damages:**

8. Neither party shall be liable for any damages, including consequential, special, or punitive damages for any delay or failure in the performance of its obligations hereunder caused by strikes or other labor disputes, riots or other public disorders, accidents, acts of God, prohibitions, governmental or legal regulations, fire or other casualty, electrical, hardware, mechanical failure, or other cause beyond such party's control.

**Hold Harmless:**

9. Each party shall protect, indemnify and save the other party harmless from and against any and all liability and expense of any kind, including costs and reasonable attorney fees, arising from injuries or damages to persons or property in connection with the operation of the Client or activities under this

Agreement, unless such liability and expense shall be solely the result of the gross negligence, willful misconduct or fraud of such party or its employees or agents.

CRC employees shall be bonded in the amount of $50,000 and maintain liability insurance in the amount of $500,000.

**Taxes:**

10. Client shall pay any federal, state, and local taxes, fees, or assessments, however designated, which are levied or based on the income earned from services performed by Client under this Contract, pursuant to applicable law. CRC shall pay such federal, state and local taxes, fees and assessments, as based on the income to CRC pursuant to the terms of this agreement, in accordance with applicable law. Each party shall pay fees or assessments relating to taxes in accordance with their respective tax liability under this agreement.

**State Law:**

11. This Contract shall be governed by the laws of the State of Michigan.

**Consent & Waiver:**

12. No consent or waiver, expressed or implied, by either party hereto, to or of any breach of any obligation to the other shall be construed as a consent or waiver to or of any breach of the same or any other obligation.

**Payments:**

13. All receipts resulting from claims filed to the insurance companies will be received in a trust bank lock box managed by a trustee, Couchot, Hogenkamp & Associates, Certified Public Accountants of Centerville, Ohio. At the end of each month, management reports and adjudication of receipts will be generated for all transactions and the Clients funds for that month will be wire transferred to the Client's designated bank.

**IN WITNESS WHEREOF**, the parties hereto have set their hands this ___day of _____, 2009, executed this Agreement on the day and year first above written.

**COST RECOVERY CORP.**

By: _____
Terry Henley
Title: CEO
Address:
6450 Poe Avenue, Suite 401
Dayton, Ohio 45414
Tele. No. 888-921-4598
FAX No.866-282-1451

**CITY OF MONROE**

By:
_____
Print Name:
_____
Title:_____

Address:
_____

_____

Tele. No.
_____
FAX No.
_____

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO:** RIVERVIEW AVENUE RECONSTRUCTION – SCOTTWOOD AVENUE TO MAYWOOD AVENUE – MDOT FUNDING CONTRACT

**DISCUSSION:** The American Recovery and Reinvestment Act (ARRA), better known as the "economic stimulus" bill, was signed into law on February 17, 2009. This program set aside funding intended for use on "shovel ready" projects, but allowed local governments through March of 2010 to obligate these funds for construction. Since the City of Monroe is part of an urban area with greater than 50,000 people, we receive an annual "entitlement" of Federal Highway funds of approximately $400,000 in a normal year for use on the busiest 15-20% of our roadways. Fortunately, the ARRA legislation provided for a direct disbursement of funds to entitlement communities, such that we were able to simply select our projects and did not have to complete statewide for these funds. The initial disbursement of ARRA funds provided for approximately $626,000 in funding to the City of Monroe, and we began the fairly lengthy process of securing approval for our projects even before passage of the bill. While we did not have any truly "shovel ready" projects, the Engineering Department selected projects for funding where the survey and design were both relatively simple, and we are happy to report that two of our three projects are now planned for Fall 2009 construction, with the third (LaPlaisance Road resurfacing from Sixth to Jones) planned for Spring 2010 construction.

One of the projects selected for our ARRA funding was the reconstruction of Riverview Avenue between Scottwood Avenue and Maywood Avenue. The City of Monroe has resurfaced both north and south of this area along Riverview in the past ten years, but this section has received little attention in what appears to be multiple decades. The existing roadway consists of a thin asphalt overlay of an original 6" concrete pavement with integral curb. We plan to remove the entire pavement structure and replace with new 8" concrete and integral curb. The roadway will be completely closed to traffic during construction, which is expected to occur in late September or October, and will likely only last a month or less. This project has been placed on the August 20 MDOT bid letting.

In order to utilize any Federal Funds, the City of Monroe must enter into a funding agreement with the Michigan Department of Transportation (MDOT), the administering agency. Page 10 of the attached agreement details the cost participation based on the construction estimate, and the present cost estimate is $203,100. Unlike most regular Federally-funded projects, ARRA projects are paid for at 100% of the actual bid cost by Federal Funds. However, there are some minor items that are the responsibility of the Local Agency, such as the design and construction engineering, administrative costs incurred by MDOT in bidding and programming the project, and any cost overruns once the actual bid is awarded. We have made every attempt to include provisional pay items to account for any likely overruns, so it is hoped that our required funding share will be minimized, but it is recommended that some contingency funding be made available in any case. $12,000 in Engineering costs were set aside for this project through the 2009-2010 Capital Improvements Program in anticipation of this project, and $6,064 has been spent to date on Engineering costs. The Engineering Department recommends that as a condition of this bid award, that the Finance Director be given the authorization to appropriate up to $20,000 in Major Street Fund Balance if needed for a project contingency. At this point, we plan to manage and inspect this project with City staff.

Attached to this Fact Sheet is a resolution delineating the terms of the agreement, and the actual agreement itself. The language of the agreement is mostly standard for MDOT projects, with some additional conditions imposed based on terms of the ARRA bill. These additional conditions include reporting that must be done on jobs created, and additional auditing conditions. In order to keep this project on schedule, this agreement should be approved as soon as possible.

**IT IS RECOMMENDED** that the attached resolution be approved. **IT IS FURTHER RECOMMENDED** that the Finance Director be authorized to appropriate up to $20,000 in funds from the Major Street Fund Balance into this project as necessary and if needed to allow for a 10% contingency in the construction costs.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** Project cannot be awarded until MDOT processing the funding contract.

**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 | $235,100* |
| Cost of This Project Approval | $223,100** |
| Related Annual Operating Cost | $ N/A |
| Increased Revenue Expected/Year | $ N/A |

*Includes base construction cost of $203,100 based on current estimate, plus $12,000 in Engineering already budgeted, plus up to $20,000 contingency if needed.

**Include base construction cost of $203,100 plus up to $20,000 contingency if needed.

**SOURCE OF FUNDS:**

| City | Account Number | Amount |
|---|---|---|
| Major Street Fund Balance | | $20,000* |
| **Other Funds** | | |
| ARRA Federal Funds | | $203,100** |

*To only be appropriated if necessary.

**Current cost estimate amount, if bids exceed this amount, ARRA funds can be adjusted up to $216,000 (originally programmed amount for this project).

Budget Approval: _____

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 08/06/09

**REVIEWED BY:** **DATE:**

**COUNCIL MEETING DATE**: August 17, 2009

# RESOLUTION

WHEREAS, Riverview Avenue between Scottwood Avenue and Maywood Avenue is under the jurisdiction of the City of Monroe; and

WHEREAS, this roadway and curbs are in poor condition, such that the City of Monroe has developed plans and specifications for the removal of the existing pavement and curbs and the replacement of the pavement with new 8" thick concrete pavement and integral curbs, along with other associated work; and

WHEREAS, this roadway is eligible for the use of Federal Funds as it has been classified as an Urban Collector in the National Functional Classification System; and

WHEREAS, Federal Funding in the amount of $203,100 is available to the City of Monroe for use on this project through the American Recovery and Reinvestment Act (ARRA) of 2009; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 09-5438 with the Michigan Department of Transportation; and

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

ARRA

DIR

| | |
|---|---|
| Control Section | ARUL 58416 |
| Job Number | 107457 |
| Project | ARRA 0958(012) |
| Federal Item No. | JJ 3564 |
| CFDA No. | 20.205 (Highway Research Planning & Construction) |
| Contract No. | 09-5438 |

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MONROE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Monroe, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 22, 2009, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along Riverview Street from Scottwood Street to Maywood Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

AMERICAN RECOVERY AND REINVESTMENT ACT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal American Recovery and Reinvestment Act Funds shall be applied to the

eligible items of the PROJECT COST up to the lesser of: (1) $216,000, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy American Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a

minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available

funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the

DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts for work covered by this contract funded with funds appropriated or otherwise made available by the ARRA:

Pursuant to Section 902 of the ARRA, the United States Comptroller and any of his representatives have the authority:

(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or any State or local government agency administering the contract, regarding the transactions.

The United States Comptroller and his representatives have the authority and rights provided under Section 902 of the ARRA with respect to this contract. As provided in Section 902 of the ARRA, nothing in Section 902 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Pursuant to Section 1515 of the ARRA, any representatives of the Inspector General have the authority:

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

Nothing set forth in Section 1515 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

19. As a part of the ARRA, Davis-Bacon prevailing wage requirements apply to all ARRA funded construction projects regardless of location (including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way) and will be adhered to, as applicable, by the parties hereto.

20. Within ten (10) days after the end of each month in which ARRA funded PROJECT work is performed, the REQUESTING PARTY shall provide the DEPARTMENT a monthly report, in a format and on forms approved by the DEPARTMENT, which shall include, for such work performed by the REQUESTING PARTY, the contractor, and all tier subcontractors and consultants in that preceding month:

* The total number of employees who performed work on this contract
* The total number of hours worked by employees who performed work on this contract
* The total wages of employees who performed work on this contract

If necessary to conform to guidance provided by the FHWA concerning the ARRA reporting requirements, the REQUESTING PARTY will revise their reporting as directed by the DEPARTMENT. Failure to comply with the reporting requirements under ARRA would jeopardize the DEPARTMENT'S continued receipt of ARRA funding. Should the REQUESTING PARTY fail to comply with the above monthly reporting, the DEPARTMENT may withhold reimbursement of federal funds for the PROJECT work until compliance is achieved.

21. In accordance with the ARRA, the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts for work covered by this contract funded with funds appropriated or otherwise made available by the ARRA:

Pursuant to Section 1553 of the ARRA, all non-federal employers receiving ARRA funds, including the State of Michigan, all contractors and grantees of the State of Michigan, and all subcontractors and subgrantees, are prohibited from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

(1) gross mismanagement of a contract or grant relating to ARRA funds;
(2) a gross waste of ARRA funds;
(3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
(4) an abuse of authority related to the implementation or use of ARRA funds; or
(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

Any employer receiving ARRA funds must post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

22. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MONROE

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

WCS REVIEWED 7-22-09

JHM APPROV. 7/27/09

ASSISTANT ATTORNEY GENERAL

July 22, 2009

EXHIBIT I

| | |
|---|---|
| CONTROL SECTION | ARUL 58416 |
| JOB NUMBER | 107457 |
| PROJECT | ARRA 0958(012) |

ESTIMATED COST

CONTRACTED WORK

| | |
|---|---|
| Estimated Cost | $203,100 |

COST PARTICIPATION

| | |
|---|---|
| GRAND TOTAL ESTIMATED COST | $203,100 |
| Less Federal Funds* | $203,100 |
| BALANCE (REQUESTING PARTY'S SHARE) | $ 0 |

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

# PART II

## STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

## COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

   g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22):Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

## PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

## SECTION III

## ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records. in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

   The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall 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.

   The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

   If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

   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 shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

   Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or 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 shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

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

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

b. Agencies expending less than $300,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

## MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

## SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts 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 United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

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

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

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

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

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

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

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

March. 1998

(Rev. 03/92)

APPENDIX B

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 27, 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 natural 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 Regulations, including employment practices when the contract 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 Michigan Department of Transportation or 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 Michigan Department of Transportation, 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 Michigan Department of Transportation 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 of every subcontract, including procurements 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 Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation 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.

## APPENDIX C

## TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

### Assurance 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, sub recipient 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:** WEST SEVENTH STREET RESURFACING – TELEGRAPH ROAD (US-24) TO UNION STREET – MDOT FUNDING CONTRACT

**DISCUSSION:** The American Recovery and Reinvestment Act (ARRA), better known as the "economic stimulus" bill, was signed into law on February 17, 2009. This program set aside funding intended for use on "shovel ready" projects, but allowed local governments through March of 2010 to obligate these funds for construction. Since the City of Monroe is part of an urban area with greater than 50,000 people, we receive an annual "entitlement" of Federal Highway funds of approximately $400,000 in a normal year for use on the busiest 15-20% of our roadways. Fortunately, the ARRA legislation provided for a direct disbursement of funds to entitlement communities, such that we were able to simply select our projects and did not have to complete statewide for these funds. The initial disbursement of ARRA funds provided for approximately $626,000 in funding to the City of Monroe, and we began the fairly lengthy process of securing approval for our projects even before passage of the bill. While we did not have any truly "shovel ready" projects, the Engineering Department selected projects for funding where the survey and design were both relatively simple, and we are happy to report that two of our three projects are now planned for Fall 2009 construction, with the third (LaPlaisance Road resurfacing from Sixth to Jones) planned for Spring 2010 construction.

One of the projects selected for our ARRA funding was the resurfacing of West Seventh Street between South Telegraph Road (US-24) and Union Street. The City of Monroe has resurfaced Seventh Street from Union to Monroe Street in 2007, and the Monroe County Road Commission has recently completed the section to the west as well. The existing roadway consists of roughly seven inches (7") of asphalt pavement over a stone base, with curbs that are in generally good condition. We plan to mill and resurface the top three inches (3"), and perform spot curb replacement in a few areas. The roadway will be open to local traffic during construction, which is expected to occur in October, and will likely last for only a few weeks. We have also received word that CSX Railroad plans to perform repair work at their crossing in the project area in October, so we will fortunately be able to partner with them in completing the entire roadway in the ideal fashion. This project has been placed on the September 3 MDOT bid letting.

In order to utilize any Federal Funds, the City of Monroe must enter into a funding agreement with the Michigan Department of Transportation (MDOT), the administering agency. Page 10 of the attached agreement details the cost participation based on the construction estimate, and the present cost estimate is $178,900. Unlike most regular Federally-funded projects, ARRA projects are paid for at 100% of the actual bid cost by Federal Funds. However, there are some minor items that are the responsibility of the Local Agency, such as the design and construction engineering, administrative costs incurred by MDOT in bidding and programming the project, and any cost overruns once the actual bid is awarded. We have made every attempt to include provisional pay items to account for any likely overruns, so it is hoped that our required funding share will be minimized, but it is recommended that some contingency funding be made available in any case. $10,000 in Engineering costs were set aside for this project through the 2009-2010 Capital Improvements Program in anticipation of this project, and $4,397 has been spent to date on Engineering costs. The Engineering Department recommends that as a condition of this bid award, that the Finance Director be given the authorization to appropriate up to $18,000 in Major Street Fund Balance if needed for a project contingency. At this point, we plan to manage and inspect this project with City staff.

Attached to this Fact Sheet is a resolution delineating the terms of the agreement, and the actual agreement itself. The language of the agreement is mostly standard for MDOT projects, with some additional conditions imposed based on terms of the ARRA bill. These additional conditions include reporting that must be done on jobs created, and additional auditing conditions. In order to keep this project on schedule, this agreement should be approved as soon as possible.

**IT IS RECOMMENDED** that the attached resolution be approved. **IT IS FURTHER RECOMMENDED** that the Finance Director be authorized to appropriate up to $18,000 in funds from the Major Street Fund Balance into this project as necessary and if needed to allow for a 10% contingency in the construction costs.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** Project cannot be awarded until MDOT processing the funding contract.

**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, Lake Erie Transit, traveling public

# FINANCES

**COST AND REVENUE PROJECTIONS:**

| | |
|---|---|
| Cost of Total Project | $206,900* |
| Cost of This Project Approval | $196,900** |
| Related Annual Operating Cost | $ N/A |
| Increased Revenue Expected/Year | $ N/A |

*Includes base construction cost of $178,900 based on current estimate, plus $10,000 in Engineering already budgeted, plus up to $18,000 contingency if needed.

**Include base construction cost of $178,900 plus up to $18,000 contingency if needed.

**SOURCE OF FUNDS:**

| City | Account Number | Amount |
|---|---|---|
| Major Street Fund Balance | | $18,000* |
| Other Funds | | |
| ARRA Federal Funds | | $178,900** |

*To only be appropriated if necessary.

**Current cost estimate amount, if bids exceed this amount, ARRA funds can be adjusted up to $190,000 (originally programmed amount for this project).

Budget Approval: _____

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 08/06/09

**REVIEWED BY:** **DATE:**

**COUNCIL MEETING DATE**: August 17, 2009

# RESOLUTION

WHEREAS, West Seventh Street between South Telegraph Road (US-24) and Union Street is under the jurisdiction of the City of Monroe; and

WHEREAS, this roadway surface is in poor condition, such that the City of Monroe has developed plans and specifications for the milling and resurfacing of the top three inches (3") of bituminous pavement, along with spot curb and gutter replacement and other associated work; and

WHEREAS, this roadway is eligible for the use of Federal Funds as it has been classified as an Urban Collector in the National Functional Classification System; and

WHEREAS, Federal Funding in the amount of $178,900 is available to the City of Monroe for use on this project through the American Recovery and Reinvestment Act (ARRA) of 2009; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 09-5439 with the Michigan Department of Transportation; and

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

ARRA

DIR

| | |
|---|---|
| Control Section | ARUL 58416 |
| Job Number | 107462 |
| Project | ARRA 0958(011) |
| Federal Item No. | JJ 3582 |
| CFDA No. | 20.205 (Highway Research Planning & Construction) |
| Contract No. | 09-5439 |

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MONROE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Monroe, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 29, 2009, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along West Seventh Street from Telegraph Road to Union Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

AMERICAN RECOVERY AND REINVESTMENT ACT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal American Recovery and Reinvestment Act Funds shall be applied to the

eligible items of the PROJECT COST up to the lesser of: (1) $190,000, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy American Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a

minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available

funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the

DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts for work covered by this contract funded with funds appropriated or otherwise made available by the ARRA:

Pursuant to Section 902 of the ARRA, the United States Comptroller and any of his representatives have the authority:

(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or any State or local government agency administering the contract, regarding the transactions.

The United States Comptroller and his representatives have the authority and rights provided under Section 902 of the ARRA with respect to this contract. As provided in Section 902 of the ARRA, nothing in Section 902 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Pursuant to Section 1515 of the ARRA, any representatives of the Inspector General have the authority:

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

Nothing set forth in Section 1515 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

19. As a part of the ARRA, Davis-Bacon prevailing wage requirements apply to all ARRA funded construction projects regardless of location (including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way) and will be adhered to, as applicable, by the parties hereto.

20. Within ten (10) days after the end of each month in which ARRA funded PROJECT work is performed, the REQUESTING PARTY shall provide the DEPARTMENT a monthly report, in a format and on forms approved by the DEPARTMENT, which shall include, for such work performed by the REQUESTING PARTY, the contractor, and all tier subcontractors and consultants in that preceding month:

* The total number of employees who performed work on this contract
* The total number of hours worked by employees who performed work on this contract
* The total wages of employees who performed work on this contract

If necessary to conform to guidance provided by the FHWA concerning the ARRA reporting requirements, the REQUESTING PARTY will revise their reporting as directed by the DEPARTMENT. Failure to comply with the reporting requirements under ARRA would jeopardize the DEPARTMENT'S continued receipt of ARRA funding. Should the REQUESTING PARTY fail to comply with the above monthly reporting, the DEPARTMENT may withhold reimbursement of federal funds for the PROJECT work until compliance is achieved.

21. In accordance with the ARRA, the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts for work covered by this contract funded with funds appropriated or otherwise made available by the ARRA:

Pursuant to Section 1553 of the ARRA, all non-federal employers receiving ARRA funds, including the State of Michigan, all contractors and grantees of the State of Michigan, and all subcontractors and subgrantees, are prohibited from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

(1) gross mismanagement of a contract or grant relating to ARRA funds;
(2) a gross waste of ARRA funds;
(3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
(4) an abuse of authority related to the implementation or use of ARRA funds; or
(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

Any employer receiving ARRA funds must post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

22. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

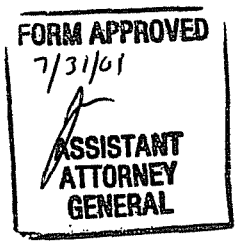
CITY OF MONROE

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT



July 29, 2009

EXHIBIT I

| | |
|---|---|
| CONTROL SECTION | ARUL 58416 |
| JOB NUMBER | 107462 |
| PROJECT | ARRA 0958(011) |

ESTIMATED COST

CONTRACTED WORK

| | |
|---|---|
| Estimated Cost | $178,900 |

COST PARTICIPATION

| | |
|---|---|
| GRAND TOTAL ESTIMATED COST | $178,900 |
| Less Federal Funds* | $178,900 |
| BALANCE (REQUESTING PARTY'S SHARE) | $ 0 |

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

# PART II

## STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

## COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

   g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22):Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

## PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

## SECTION III

## ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

   The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall 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.

   The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

   If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

   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 shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

   Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or 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 shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

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

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

b. Agencies expending less than $300,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

## MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

## SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts 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 United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

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

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

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

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

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

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

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

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

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

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

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

# APPENDIX B

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 27, 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 natural 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 Regulations, including employment practices when the contract 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 Michigan Department of Transportation or 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 Michigan Department of Transportation, 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 Michigan Department of Transportation 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 of every subcontract, including procurements 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 Michigan Department of Transportation 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 Michigan Department of Transportation 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.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance 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, sub recipient 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:** 2009 CURB REPLACEMENT AND RESURFACING PROGRAM – REPORT ON BIDS RECEIVED

**DISCUSSION:** The Engineering Department opened bids for the above project on Monday, August 10, 2009. There were six (6) bidders, and a bid tabulation is attached for your review. This contract as bid consists of two (2) divisions, both of which are projects involving full replacement of all curb and gutter, driveway approaches, and milling and resurfacing of the top 3 inches of bituminous (asphalt) pavement. The project locations are Donnalee Drive from Richards Drive to West Lorain Street, and Lavender Street from West Elm Avenue to West Lorain Street. Funding for these projects was appropriated in the 2009-10 Capital Improvements Program.

The low bidder for the work is C & D Hughes, Inc. of Charlotte, Michigan. Their low bid of $369,950.16 is 20.7% under the Engineer's Estimate of $466,777.53. C & D Hughes currently has a large volume of project work either underway or awarded by the City of Monroe, including the 2009 City-Funded Water Main Program (underway), the 2009 DWRF Water Main Replacement Program Groups B and C (to be commenced in September), and the Almyra Avenue Sanitary Sewer Replacement (to be commenced in late August), totaling more than $3 million. They were also the prime contractor on the West Eighth Street Resurfacing project in 2006 and the 2008 Water Main Program. They have historically met the City's Labor Harmony requirements, and submitted this documentation to the City of Monroe most recently in April 2009, so we believe this requirement is met for them as a prime contractor. Of the five major work activities under this contract, we believe C & D Hughes will be performing three of them directly (milling, removals, and concrete flatwork replacement) while subcontracting the other two (slip form curb placement and bituminous paving). Any major subcontractors will also be subject to the City's Labor Harmony requirements as well, but this documentation is not required until the subcontracts have been formalized. Since C & D Hughes is also the contractor on the Lavender Street water main replacement that is to precede this work, some efficiencies will also be gained and the total construction time will likely be at least 2-3 weeks shorter than if undertaken with two separate contractors. The overall contract has a completion date of October 31, and it is likely that work will be done well ahead of this date.

The City Engineering Department is still completing design of the paving of the primary roadway through Munson Park, for which $100,000 was set aside in the City's Capital Improvements Program. Bidders were made aware in the bid package that the City would consider adding this work when designed to the 2009 Curb Replacement and Resurfacing Program contract as a Change Order, and given the bid pricing, this will be the recommendation of the Engineering Department. We plan to bring this Change Order for your approval at either the September 21 or October 5 City Council meeting for construction this Fall.

Lastly, due to the extremely good pricing in this bid, after contingencies have been set aside, there is approximately $100,000 remaining in these project budgets that can be used for additional street work still in 2009. The Engineering Department will report back at the next City Council meeting with options for additional project work that can be completed within the remaining funding, if the City Council so chooses.

**IT IS RECOMMENDED** that the City Council award the above contract to C & D Hughes, Inc. in the amount of $369,950.16, and that a total of $425,000 be encumbered to include a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE**: Contract work can commence as soon as the contracts are finalized.

**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 | $425,000 |
| Cost of This Project Approval | $425,000* |
| Related Annual Operating Cost | $ N/A |
| Increased Revenue Expected/Year | $ N/A |

*Includes 15% contingency

**SOURCE OF FUNDS:**

| City | Account Number | Amount |
|---|---|---|
| Lavender Street Resurfacing | 203-60.451-818.020 08L08* | $260,000 |
| Donnalee Drive Resurfacing | 203-60.451-818.020 10L01* | $165,000 |

*Includes 15% contingency

Other Funds

Budget Approval: _____

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 08/12/09

**REVIEWED BY:** **DATE:**

**COUNCIL MEETING DATE**: August 17, 2009

| 2009 CURB REPLACEMENT AND RESURFACING PROGRAM | | | | ENGINEER'S ESTIMATE | | C & D HUGHES | |
|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | NO. OF UNITS | UNITS | UNIT PRICE | COST | UNIT PRICE | COST |
| 1 | COLD MILLING PAVEMENT | 9960.0 | SYD | $ 2.10 | $ 20,916.00 | $ 2.00 | $ 19,920.00 |
| 2 | R&D CURB & GUTTER | 6787.0 | LFT | $ 10.00 | $ 67,870.00 | $ 6.00 | $ 40,722.00 |
| 3 | R&D 4" SIDEWALK | 1658.1 | SFT | $ 1.30 | $ 2,155.53 | $ 2.00 | $ 3,316.20 |
| 4 | R&D PAVEMENT & APPROACH | 943.2 | SYD | $ 13.00 | $ 12,261.60 | $ 10.00 | $ 9,432.00 |
| 5 | ADJUST VALVE BOX | 6.0 | EA | $ 300.00 | $ 1,800.00 | $ 200.00 | $ 1,200.00 |
| 6 | ADJUST, CLEAN, & PLASTER STRUCTURE | 42.0 | EA | $ 500.00 | $ 21,000.00 | $ 550.00 | $ 23,100.00 |
| 7 | RECONSTRUCT STRUCTURE | 2.0 | EA | $ 750.00 | $ 1,500.00 | $ 1,000.00 | $ 2,000.00 |
| 8 | F&I #1040 EJ CASTING | 22.0 | EA | $ 575.00 | $ 12,650.00 | $ 500.00 | $ 11,000.00 |
| 9 | F&I #7045 EJ CASTING | 22.0 | EA | $ 780.00 | $ 17,160.00 | $ 600.00 | $ 13,200.00 |
| 10 | F&I #7065 EJ CASTING | 1.0 | EA | $ 780.00 | $ 780.00 | $ 600.00 | $ 600.00 |
| 11 | F&I 4' DIA. M.H. STRUCTURE | 1.0 | EA | $ 2,250.00 | $ 2,250.00 | $ 1,950.00 | $ 1,950.00 |
| 12 | F&I 5' DIA. M.H. STRUCTURE | 5.0 | EA | $ 3,500.00 | $ 17,500.00 | $ 3,000.00 | $ 15,000.00 |
| 13 | F&I 10" R.C.P. | 89.0 | LFT | $ 90.00 | $ 8,010.00 | $ 35.00 | $ 3,115.00 |
| 14 | F&I 6" CONCRETE PAVEMENT & APPROACH (HOT-POURED JOINT SEALER AND HOOK BOLTS INCLUDED) | 1415.5 | SYD | $ 32.00 | $ 45,296.00 | $ 25.20 | $ 35,670.60 |
| 15 | RECONNECT CURB DRAIN | 26.0 | EA | $ 150.00 | $ 3,900.00 | $ 100.00 | $ 2,600.00 |
| 16 | F&I MDOT 13A BIT. PAVE. LEVELING | 843.7 | TON | $ 70.00 | $ 59,059.00 | $ 59.00 | $ 49,778.30 |
| 17 | F&I MDOT 36A BIT. PAVE. WEARING | 843.7 | TON | $ 70.00 | $ 59,059.00 | $ 61.50 | $ 51,887.55 |
| 18 | F&I ADA COMPLIANT RAMP | 1644.0 | SFT | $ 6.00 | $ 9,864.00 | $ 6.75 | $ 11,097.00 |
| 19 | F&I 4" SIDEWALK | 150.8 | SFT | $ 3.00 | $ 452.40 | $ 2.20 | $ 331.76 |
| 20 | F&I MDOT 21A STONE | 75.0 | TON | $ 30.00 | $ 2,250.00 | $ 30.00 | $ 2,250.00 |
| 21 | F&I CONTROL DENSITY BACKFILL | 20.0 | CYD | $ 80.00 | $ 1,600.00 | $ 150.00 | $ 3,000.00 |
| 22 | F&I F-4 CURB & GUTTER | 6787.0 | LFT | $ 12.00 | $ 81,444.00 | $ 9.25 | $ 62,779.75 |
| 23 | TRAFFIC CONTROL - DIV. A | 1.0 | LS | $ 3,500.00 | $ 3,500.00 | $ 1,000.00 | $ 1,000.00 |
| 24 | SITE RESTORATION - DIV A | 1.0 | LS | $ 5,500.00 | $ 5,500.00 | $ 2,000.00 | $ 2,000.00 |
| 25 | TRAFFIC CONTROL - DIV. B | 1.0 | LS | $ 3,500.00 | $ 3,500.00 | $ 1,000.00 | $ 1,000.00 |
| 26 | SITE RESTORATION - DIV B | 1.0 | LS | $ 5,500.00 | $ 5,500.00 | $ 2,000.00 | $ 2,000.00 |
| | | | | | | | |
| | | | CONSTRUCTION COST | | $ 466,777.53 | | $ 369,950.16 |

| AJAX PAVING | | GERKEN PAVING | | CADILLAC ASPHALT | | BARRETT PAVING | | DOAN COMPANIES | |
|---|---|---|---|---|---|---|---|---|---|
| UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
| $ 1.28 | $ 12,748.80 | $ 1.30 | $ 12,948.00 | $ 3.28 | $ 32,668.80 | $ 2.34 | $ 23,306.40 | $ 2.34 | $ 23,306.40 |
| $ 6.35 | $ 43,097.45 | $ 6.35 | $ 43,097.45 | $ 6.35 | $ 43,097.45 | $ 6.35 | $ 43,097.45 | $ 6.35 | $ 43,097.45 |
| $ 1.00 | $ 1,658.10 | $ 1.00 | $ 1,658.10 | $ 1.00 | $ 1,658.10 | $ 1.00 | $ 1,658.10 | $ 1.00 | $ 1,658.10 |
| $ 9.00 | $ 8,488.80 | $ 9.00 | $ 8,488.80 | $ 9.00 | $ 8,488.80 | $ 9.00 | $ 8,488.80 | $ 9.00 | $ 8,488.80 |
| $ 300.00 | $ 1,800.00 | $ 300.00 | $ 1,800.00 | $ 300.00 | $ 1,800.00 | $ 300.00 | $ 1,800.00 | $ 300.00 | $ 1,800.00 |
| $ 375.00 | $ 15,750.00 | $ 375.00 | $ 15,750.00 | $ 375.00 | $ 15,750.00 | $ 375.00 | $ 15,750.00 | $ 375.00 | $ 15,750.00 |
| $ 650.00 | $ 1,300.00 | $ 650.00 | $ 1,300.00 | $ 650.00 | $ 1,300.00 | $ 650.00 | $ 1,300.00 | $ 650.00 | $ 1,300.00 |
| $ 275.00 | $ 6,050.00 | $ 400.00 | $ 8,800.00 | $ 275.00 | $ 6,050.00 | $ 275.00 | $ 6,050.00 | $ 275.00 | $ 6,050.00 |
| $ 500.00 | $ 11,000.00 | $ 275.00 | $ 6,050.00 | $ 500.00 | $ 11,000.00 | $ 500.00 | $ 11,000.00 | $ 500.00 | $ 11,000.00 |
| $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 | $ 500.00 |
| $ 2,250.00 | $ 2,250.00 | $ 2,250.00 | $ 2,250.00 | $ 2,250.00 | $ 2,250.00 | $ 2,250.00 | $ 2,250.00 | $ 2,250.00 | $ 2,250.00 |
| $ 3,250.00 | $ 16,250.00 | $ 3,250.00 | $ 16,250.00 | $ 3,250.00 | $ 16,250.00 | $ 3,250.00 | $ 16,250.00 | $ 3,250.00 | $ 16,250.00 |
| $ 125.00 | $ 11,125.00 | $ 125.00 | $ 11,125.00 | $ 125.00 | $ 11,125.00 | $ 125.00 | $ 11,125.00 | $ 125.00 | $ 11,125.00 |
| $ 27.00 | $ 38,218.50 | $ 29.25 | $ 41,403.38 | $ 27.00 | $ 38,218.50 | $ 27.00 | $ 38,218.50 | $ 34.20 | $ 48,410.10 |
| $ 65.00 | $ 1,690.00 | $ 65.00 | $ 1,690.00 | $ 65.00 | $ 1,690.00 | $ 65.00 | $ 1,690.00 | $ 65.00 | $ 1,690.00 |
| $ 55.00 | $ 46,403.50 | $ 69.50 | $ 58,637.15 | $ 59.40 | $ 50,115.78 | $ 59.00 | $ 49,778.30 | $ 59.00 | $ 49,778.30 |
| $ 53.72 | $ 45,323.56 | $ 72.00 | $ 60,746.40 | $ 64.30 | $ 54,249.91 | $ 61.50 | $ 51,887.55 | $ 61.50 | $ 51,887.55 |
| $ 5.50 | $ 9,042.00 | $ 6.00 | $ 9,864.00 | $ 5.50 | $ 9,042.00 | $ 5.50 | $ 9,042.00 | $ 5.75 | $ 9,453.00 |
| $ 3.00 | $ 452.40 | $ 4.00 | $ 603.20 | $ 3.00 | $ 452.40 | $ 3.00 | $ 452.40 | $ 2.75 | $ 414.70 |
| $ 25.00 | $ 1,875.00 | $ 25.00 | $ 1,875.00 | $ 25.00 | $ 1,875.00 | $ 25.00 | $ 1,875.00 | $ 25.00 | $ 1,875.00 |
| $ 150.00 | $ 3,000.00 | $ 150.00 | $ 3,000.00 | $ 150.00 | $ 3,000.00 | $ 150.00 | $ 3,000.00 | $ 150.00 | $ 3,000.00 |
| $ 11.00 | $ 74,657.00 | $ 11.00 | $ 74,657.00 | $ 11.50 | $ 78,050.50 | $ 11.50 | $ 78,050.50 | $ 12.05 | $ 81,783.35 |
| $ 10,034.00 | $ 10,034.00 | $ 6,000.00 | $ 6,000.00 | $ 3,704.43 | $ 3,704.43 | $ 5,000.00 | $ 5,000.00 | $ 7,000.00 | $ 7,000.00 |
| $ 18,500.00 | $ 18,500.00 | $ 18,500.00 | $ 18,500.00 | $ 18,500.00 | $ 18,500.00 | $ 20,000.00 | $ 20,000.00 | $ 18,500.00 | $ 18,500.00 |
| $ 10,034.00 | $ 10,034.00 | $ 6,000.00 | $ 6,000.00 | $ 2,500.00 | $ 2,500.00 | $ 5,000.00 | $ 5,000.00 | $ 6,000.00 | $ 6,000.00 |
| $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 20,000.00 | $ 20,000.00 | $ 12,500.00 | $ 12,500.00 |
| | | | | | | | | | |
| | $ 403,748.11 | | $ 425,493.48 | | $ 425,836.67 | | $ 426,570.00 | | $ 434,867.75 |

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO:** REPORT BACK ON BIDS FOR THE WASTEWATER DEPARTMENT VACTOR / JET TRUCK REPLACEMENT PROJECT

**DISCUSSION:** One bid was received for the Wastewater Department Vactor / Jet Truck Replacement project. The bid received was from Jack Doheny Supplies, Inc out of Northville, MI for $363,716.00. The bid meets all bid specifications, attached is bid tabulation for your reference. The bid provided for the following options:

| | |
|---|---|
| Optional Trade-In (1993 DPS Vactor / Jet Truck): | $25,000.00 |
| Optional Trade-In (2001 Wastewater Vactor / Jet Truck): | $65,000.00 |
| Optional Debris Body Load Limit Alarm System: | $1,850.00 |

The existing Wastewater vactor / jet truck is used to jet / clean sewer lines, unplug sewer blockages, vacuum manholes and structures in an effort to maintain and or return sewer service to the public. Vactor / jet trucks typically have a 5 year service life where the 2001 vactor / jet truck has had numerous repairs. The existing vactor / jet truck is not as efficient as the proposed model, does not have a fully submersible hose and has two motors to function compared to one motor on the proposed model. The new vactor / jet truck will have only one motor to perform operations, a submersible hose / vacuum system, and a larger / more practical holding tank setup to empty the truck safer / easier with less mess. These features result in an increase in operational efficiencies, result in fuel savings, reduced vehicle maintenance costs, and provides for an overall reliable vactor / jet truck.

This project is a fiscal year 2009-2010 Wastewater Capital Improvement Program project such that adequate funding is provided. The bid specifications included for the bidder to provide costs for the options listed above. It is recommended that the Debris Body Load Limit Alarm System be awarded to aid in providing Wastewater staff the ability to dump the truck debris / holding tank in a safer more efficient manner.

The existing 1993 DPS Vactor / Jet Truck was previously the Wastewater Vactor / Jet Truck and was turned over to the DPS in 2001. The DPS desires to change assets by taking the 2001 Wastewater Vactor / Jet Truck and to trade-in the 1993 DPS Vactor / Jet Truck. This would upgrade the existing equipment for DPS staff to accomplish daily jobs including the necessary tasks required for the NPDES permit. The fiscal year 2009-2010 DPS Stores and Equipment budget provides for the funding difference between the 2001 ($65,000) and 1993 ($25,000) trade-in values in the amount of $40,000. The trade-in values appear to be in line with what the market would bear if they were sold such that it is recommended to turn over the 2001 Vactor / Jet Truck to the DPS Stores and Equipment fund and trade in the 1993 Vactor / Jet Truck. The net effect in costs for the project be as follows:

| | |
|---|---|
| Base Bid: | $363,716.00 |
| Optional Debris Body Load Limit Alarm System: | $1,850.00 |
| Total Cost | $365,566.00 |
| Optional Trade-In (1993 DPS Vactor / Jet Truck): | <$25,000.00> |
| Total Net Cost | $340,566.00 |

IT IS RECOMMENDED that approval of the sale of the 2001 Vactor / Jet Truck currently owned by Wastewater be granted to the Department of Public Services in the amount of $40,000.00 and to transfer of the current Wastewater Vactor / Jet Truck to DPS.
IT IS FURTHER RECOMMENDED that a purchase order in the amount of $340,566.00 for the Wastewater Department Vactor / Jet Truck Replacement project be issued to Jack Doheny Supplies, Inc out of Northville, MI in accordance with the bid specifications.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** November 5, 2009

**REASON FOR DEADLINE:** Bid is good for ninety (90) days.

**STAFF RECOMMENDATION:** ☒ For ☐ Against

**REASON AGAINST:** N/A

**INITIATED BY:**

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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Wastewater Department Staff, Wastewater Customers, DPS staff, City Residents

# FINANCES

**COST AND REVENUE PROJECTIONS:**

| | |
|---|---|
| Cost of Total Project | $ 365,000.00 |
| Cost of This Project Approval | $ 340,566.00 |
| Related Annual Operating Cost | $ N/A |
| Increased Revenue Expected/Year | $ N/A |

**SOURCE OF FUNDS:**

| City | Account Number | Amount |
|---|---|---|
| Vehicles | 59075529 981000 10Z01 | $ 300,566.00 |
| Vehicles | 64160521 981000 | $ 40,000.00 |
| Total | | $340,566.00 |

Other Funds

Budget Approval: _____

**FACT SHEET PREPARED BY:** Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** August 10, 2009

**REVIEWED BY:** **DATE:**

**COUNCIL MEETING DATE:** August 17, 2009

BIDS RECEIVED FOR WASTEWATER VACTOR PURCHASE. BID REQUESTS MAILED 7/24/09. BIDS DUE FRIDAY, AUGUST 7, 2009.

| | BID AMOUNT |
|---|---|
| JACK DOHENY SUPPLIES, INC<br>777 DOHENY COURT<br>PO BOX 609<br>NORTHVILLE MI 48167<br>ATTN: DAVE SNYDER | $ 363,716.00<br>(BID BOND) |
| GREAT LAKES SERVICE & SUPPLIES INC<br>5520 SCHOOL RD<br>PETERSBURG MI 49270 | NO BID |

**PROPOSAL FORM** August 5, 2009
(date)

**VACTOR PURCHASE**
**FOR WASTEWATER DEPT**

Bids due no later than 10:00 AM (local time) on Friday, August 7, 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 the City of Monroe, Michigan with a Vactor for the Wastewater Department at the following quoted price(s) shown below, in accordance with specifications dated July, 2009, attached.

LUMP SUM BID : $363,716.00

OPTIONAL TRADE-IN (1993 Model): $25,000.00

OPTIONAL TRADE-IN (2001 Model): $65,000.00

OPTIONAL EQUIPMENT: $1,850.00

*Bidders shall submit a completed copy of the specifications with sections completed by indicating yes or no. All necessary manufacturer explanations/verification of performance shall be submitted as well.

A Bid Bond, cashier's check, official check, certified check or money order in the amount equal to five percent (5%) of the above bid is enclosed.

The City reserves the right to reject any or all bids and to waive any informalities and to make award in the best interest of the City of Monroe. It is agreed that this bid may not be withdrawn for forty-five (45) days from the opening of this bid. It is further agreed that this bid price is firm for 90 days and we propose to have the work completed within 120-150 calendar days after award of contract by City Council.

We hereby declare that we will execute a contract with the City of Monroe, Michigan, according to the forms attached and furnish the required bonds, all within fourteen (14) days after the award of the contract.

Respectfully submitted,

Name of Bidder: Jack Doheny Supplies, Inc.

Address: P.O. Box 609

Northville, Michigan 48167

Phone: 248-349-0904

Signed By: David R. Snyder
David R. Snyder

Title: Municipal Account Manager

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

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO:** Eye Surgeons Associates PC, Brownfield Plan for Site No. 22

**DISCUSSION:**

The City of Monroe and the Monroe Brownfield Redevelopment Authority (MBRA) have been working with Eye Surgeons Associates PC to develop a financing plan for brownfield activities related to a project at 721-759 N. Monroe Street. The MBRA approved a Brownfield Plan for Eye Surgeons Associates on 7-23-09 for the capture of tax increment revenues that will assist in funding non-environmental eligible activities, including demolition of the existing structures and relocation of the Ives Drain to allow for construction of the new structure. The proposed project would construct a new 10,000 sq. ft. medical/professional office building on the existing site. The office redevelopment is expected to generate approximately ten (10) jobs and have an estimated value of new real property investment of $2,369,400. In order for this project to be viable, support from the Michigan Economic Growth Authority (MEGA) and the City of Monroe are necessary for the development to occur. Without the incentives provided by tax increment financing, the redevelopment of this functionally obsolete property is not economically competitive. The Monroe City Council is being asked to approve the Brownfield Plan for the project to move forward. A resolution will need to be adopted to approve the Plan.

The Brownfield Plan for the project estimates the total "eligible" costs. Eligible costs are those that can be funded by brownfield tax increment revenues. The Plan reports total eligible costs are $169,235. The costs will be funded by the collection of brownfield tax increment revenues and paid to the developer through a mutually satisfactory reimbursement agreement on an installment basis for the cost of the completed eligible activities approved by the MBRA board or MEGA with interest as approved by the MBRA board.

It is recommended that upon completion of the public hearing the Mayor and City Council approve the Brownfield Plan for Site No. 22 and the proposed resolution.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** August 17, 2009

**REASON FOR DEADLINE:** State of Michigan approval process.

**STAFF RECOMMENDATION:** ☒ For ☐ Against

**REASON AGAINST:** N/A

**INITIATED BY:** Pamela Stanley, Economic Development Director for City & Port of Monroe

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

# FINANCES

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

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

Budget Approval: _____

**FACT SHEET PREPARED BY:** Pamela D. Stanley **DATE:** 8-5-09

**REVIEWED BY:** Pam Stanley for KS. **DATE:**

**COUNCIL MEETING DATE:** August 17, 2009

# RESOLUTION

**WHEREAS,** the Monroe City Council is authorized by the provisions of Act 381, Public Acts of Michigan, 1996, as amended (Act 381) to create a brownfield redevelopment authority, and on January 21, 1997, the City Council adopted a resolution to create such an authority; and

**WHEREAS,** on July 23, 2009 the City of Monroe Brownfield Redevelopment Authority adopted a Brownfield Plan for parcel 69-01146-000, also known as Eye Surgeons Associates PC (Site No. 22); and

**WHEREAS,** the City of Monroe Brownfield Redevelopment Authority has submitted this Brownfield Plan for Site No. 22 for review and approval by the Monroe City Council, and the Monroe City Council has conducted a public hearing on the matter as required by Act 381.

**NOW, THEREFORE BE IT RESOLVED THAT** the Monroe City Council finds that the Brownfield Plan for Site No. 22 constitutes a public purpose under the following considerations:

1. The Brownfield Plan for Site No. 22 meets the requirements of Section 13 of Act 381; a statement by a level 3 or level 4 assessor, that states it is the assessor's expert opinion that the property is functionally obsolete. Functionally obsolete means that the property is unable to perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design or other similar factors that affect the property itself or the property's relationship with other surrounding property.

2. The costs of eligible activities for the Brownfield Plan for Site No. 22 are reasonable and necessary to carry out the provisions of Act 381.

**BE IT FURTHER RESOLVED THAT** given the above findings, the Monroe City Council hereby approves the Brownfield Plan for Site No. 22 for implementation by the City of Monroe Brownfield Redevelopment Authority.

# CITY OF MONROE

Brownfield Redevelopment Authority

Harry F. Borchert
Administration Building
2929 East Front Street
P.O. Box 585
Monroe, MI 48161-0585
PHONE (734) 241-6480
FAX (734) 241-2964


## NOTICE OF BROWNFIELD PLAN FOR SITE NO. 22 AND PERIOD FOR COMMENT

TO: County of Monroe
Jefferson Public Schools Board of Education
Lake Erie Transit Corporation
Monroe County Community College Board of Trustees
Monroe County Intermediate School District Board
Monroe County Library Board
Monroe Public Schools Board of Education
Michigan Economic Growth Authority
Michigan Dept. of Treasury

SUBJECT: SITE NO. 22 – Eye Surgeons Associates PC

DATE: July 28, 2009

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Please take notice that the Monroe City Council will entertain and accept the written views and recommendations of the taxing jurisdictions identified above on the enclosed Brownfield Plan for Site No. 22 as further defined in the attached Brownfield Plan until 12:00 NOON, Monday, August 17, 2009. Written comments should be mailed or delivered to the City of Monroe Clerk's Office, 120 E. First Street, Monroe, MI 48161, ATTN. Pamela D. Stanley.

It is expected that the Monroe City Council will conduct a public hearing and consider this Brownfield Plan for Site No. 22, together with any views or comments received, at a regular meeting on Monday, August 17, 2009 beginning at 7:30 p.m. or as soon thereafter as the matter may be heard. After the public hearing, the City Council may approve or reject the plan, or approve it with modifications.

If you have any questions regarding the proposed Brownfield Plan for Site No. 22, please feel free to contact the City & Port Economic Development Director at (734) 241-6480.

# PUBLIC HEARING NOTICE
# CITY OF MONROE
# BROWNFIELD REDEVELOPMENT AUTHORITY

On Monday, August 17, 2009, at 7:30 P.M., the Monroe City Council shall conduct a PUBLIC HEARING at the Monroe City Hall, 120 E. First Street, Monroe, MI 48161, for the purpose of reviewing a proposed Brownfield Plan for Site No. 22.

Property subject to the proposed Brownfield Plan for Site No. 22 is located at 721-759 N. Monroe Street, Monroe, MI, 48162, consisting of 12 professional offices located on a 1.2 acre parcel and contained within Tax Parcel ID No. 58-55-69-01146-000. A portion of the existing structure presently houses three offices and the remaining are vacant.

The proposed Brownfield Plan is available for public inspection at the City of Monroe Clerk's Office, 120 E. First Street, Monroe, MI 48161 or at the Office of the Port of Monroe, 2929 E. Front Street, Monroe, MI 48161. Further information may be obtained by contacting the Economic Development Director at (734) 241-6480. Written comments received by the City of Monroe Clerk's Office before 12:00 NOON on Monday, August 17, 2009 will also be considered at the Public Hearing.

Pamela D. Stanley
Economic Development Director

PUBLISH: Friday, July 31 2009
Friday, August 7, 2009

# CITY OF MONROE

# BROWNFIELD REDEVELOPMENT AUTHORITY

# *BROWNFIELD PLAN*

## *SITE NO. 22*

## *EYE SURGEONS ASSOCIATES P.C.*

***THIS BRA PLAN FOR SITE NO. 22 WAS APPROVED BY THE BRA BOARD ON JULY 23, 2009***

***THIS BRA PLAN FOR SITE NO. 22 WAS APPROVED BY THE MONROE CITY COUNCIL ON _____***

**July 23, 2009**

City of Monroe Brownfield Authority
Office of the Port of Monroe
2929 East Front Street
Monroe, Michigan 48161-0585
734-241-6480

# CITY OF MONROE

## CITY COUNCIL

Mark G. Worrell, Mayor
Brian P. Beneteau
Robert E. Clark
Mary V. Conner
Kelvin McGhee
Jeremy J. Molenda
Edward Paisley

## BROWNFIELD REDEVELOPMENT AUTHORITY BOARD

Thomas A. Krzyston, Chairman
Mark Laboe, Vice Chairman
Dale H. Brose
Donald Lieto
Paul J. Livernois
Rodney Welliver
Mark G. Worrell

## ADMINISTRATION

George A. Brown, City Manager
Edward J. Sell, Director of Finance
Sam Guich, City Assessor
Patrick Lewis, Director of Engineering & Public Services
Jeffrey Green, Interim Director of Planning & Recreation
Thomas P. Russow, General Counsel for BRA Board
Pamela D. Stanley, Economic Development Director

# *BROWNFIELD PLAN*

## *SITE NO. 22*

## *FIRST PLAN*

***Eye Surgeons Associates, P.C.***
***Monroe, MI***

Act 381, PA 1996, Section 13(1)

**(a) A description of costs intended to be paid for with tax increment revenues.**

See attached Table 1 for a description of the costs intended to be paid for with tax increment revenues.

**(b) A brief summary of the eligible activities that are proposed for each eligible property.**

In order to support the rehabilitation and new-construction activities, the developer plans to (1) engage demolition of above-grade structures and surface improvements, and (2) relocate the Ives Drain to allow for construction of the new structure.

**(c) An estimate of the captured taxable value and tax increment revenues for each year of the plan from each parcel of eligible property and in aggregate.**

1 Initial Taxable Value - $381,160
2 Taxable Value Estimated After Construction – $1,216,000
3 Captured Taxable Value - $834,840

It should be noted that the proposed future taxable value is only an estimate and is not based on any actual costs, which are not yet known. The tax increment revenues will be determined by multiplying the captured taxable value by the amount of mills levied by the state and local taxing jurisdictions. The 24 mills of school taxes will be captured in accordance with any MDEQ or MEGA approvals. See Table 2 for an estimate of the tax increment revenues. All estimates of revenues and the allocations of those revenues are subject to amendments and adjustments based upon the actual amounts of the investment, millages, expenses, administrative costs, and other related economic variables.

**(d) The method by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality.**

The developer will advance the funds for the work to be performed as described in the Act 381 work plan and approved by the BRA Board and MDEQ or MEGA. The BRA Board and developer will negotiate a mutually satisfactory reimbursement agreement with the intent to provide for the reimbursement of the developer on an installment basis from the tax increment revenues captured from the project site for the cost of the completed eligible activities approved by the BRA board, MDEQ or MEGA with interest as approved by the BRA board.

**(e) The maximum amount of note or bonded indebtedness to be incurred, if any.**

The maximum amount of the indebtedness to be incurred in the form of a reimbursement agreement or other authorized indebtedness for purposes of this brownfield plan is $225,000. This brownfield plan may be amended to provide reimbursement for additional eligible activities that arise as a result of the execution of the work plan.

**(f) The duration of the brownfield plan for eligible activities on eligible property which shall not exceed 35 years following the date of the resolution approving the plan amendment related to a particular eligible property.**

The duration of the plan is estimated to be the number of years required to complete the reimbursement as discussed and may include up to five years of additional capture of tax increment revenues for the funding of the site remediation revolving fund, and the capture of local tax increment revenues for administrative expenses as permitted by law, or so long as the developer can qualify for eligible investment under Act 381 of 1996, as amended, whichever is longer; but in no event will the plan be longer than provided by law. See the attached tables for more information.

**(g) An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the property is located.**

The amount of taxes that will be captured from the eligible property that would otherwise be paid to the taxing jurisdictions can be determined by multiplying the captured taxable value by the number of mills levied by each taxing jurisdiction. See Table 4 for the estimated annual tax increment revenue related to each taxing jurisdiction.

**(h) A legal description of each parcel of eligible property to which the plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as part of the eligible property.**

Legal Description: See attached
Tax Parcel ID No: 69-01146-000
Common Address: 721 N Monroe St., Monroe, MI 48162

**MAPS:**

See attached maps and drawings.

Personal Property: Personal property is included as part of the eligible property.

The following characteristics present on the property qualify the property as an eligible property and a facility under Act 381: the subject property suffers a substantial loss in value due to a combination of physical deterioration and functional obsolescence. Relatively small spaces with deficient floor plans and placement of the subject structures on the subject site so as to disallow optimum utilization of the site cause the subject property to be functionally obsolete. See Affidavit of Monroe City Assessor attached to Act 381 work plan.

**(i) An estimate of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced, if any.**

Section (i) is not applicable as no person resides on the eligible property.

**(j) A plan for establishing priority for the relocation of persons displaced by implementation of the plan, if applicable.**

Section (j) is not applicable as no person resides on the eligible property.

**(k) Provision for the costs of relocating persons displaced by implementation of the plan, and financial assistance and other reimbursement of expenses, if any.**

Section (k) is not applicable as no person resides on the eligible property.

**(l) A strategy for compliance with the Michigan Relocation Assistance Act, if applicable.**

Section (l) is not applicable as no person resides on the eligible property.

**(m) A description of proposed use of the local site remediation revolving fund.**

The local site remediation fund shall be used on other facilities found within the municipality that generally have insufficient captured taxable value to produce the necessary tax increment revenue to pay for the necessary eligible activities required to remediate or rehabilitate the site to the appropriate standards and prepare the site for construction and redevelopment.

**(n) Other material that the authority or governing body considers pertinent.**

The developer intends to demolish the existing structures and land improvements, and cause a new 10,000 square-foot medical office building to be constructed on the parcel. The project will include construction of the structure, finishing of interior spaces, parking, landscaping and other site improvements. The present plans show an estimated real and personal property investment of approximately $2.2 million.

CITY OF MONROE
BROWNFIELD REDEVELOPMENT AUTHORITY
SITE NO. 22
FIRST BROWNFIELD PLAN
EYE SURGEONS ASSOCIATES, P.C.

TABLE 1 DESCRIPTION OF THE ESTIMATED COSTS AND LIST OF ELIGIBLE ACTIVITIES

| | | |
|---|---|---|
| *Demolition* | | |
| Demolition and backfill of existing structures | | 37,300 |
| Removal and backfill existing storm sewer | | 12,235 |
| *Subtotal* | | 49,535 |
| *Site Preparation* | | |
| Removal of concrete slabs, curbs, and sidewalks | | 3,550 |
| Removal of asphalt pavement | | 12,950 |
| Hazardous material abatement | | 20,000 |
| *Subtotal* | | 36,500 |
| *Public Infrastructure* | | |
| Connection of new storm to existing manhole | | 2,775 |
| Installation of 42" storm sewer | | 51,950 |
| Installation of pre-cast catch basin | | 11,100 |
| Installation of 42" flared end section | | 1,440 |
| Installation of trash gate for 42" storm sewer | | 550 |
| *Subtotal* | | 67,815 |
| SUBTOTAL | | 153,850 |
| Contingency | 10% | 15,385 |
| TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITY COSTS | | 169,235 |

TABLE 2 ESTIMATED TAX INCREMENT REVENUES

Note: These tables assume that construction will be complete and personal property installed by December 31, 2010. The intent of the plan is to capture all of the tax increment revenues from the real and personal property until the approved costs have been reimbursed plus five years for revolving fund.

**REAL PROPERTY**

| | |
|---|---|
| Estimated true cash value of real property after construction | 2,165,000 |
| Estimated taxable value after construction | 1,082,500 |
| Initial Taxable Value | 368,970 |
| Captured Taxable Value | 713,530 |

| Millages | 2008 | | Cnty Senior | 0.0005000 | |
|---|---|---|---|---|---|
| | | | Library | 0.0010000 | |
| City | 0.0155490 | | ISD | 0.0047541 | Combined W & S less SET and LSO |
| LETC | 0.0006199 | | B&S | 0.0009985 | 0.0303961 |
| SET | 0.0060000 | | LSO | 0.0180000 | |
| County Op | 0.0047952 | | College | 0.0021794 | COMBINED W & S |
| SUMMER | 0.0269641 | | WINTER | 0.0274320 | 0.0543961 |

| Tax Day Dec. 31 | Year taxes due | Captured TV | TIR | SET/LSO TIR | Local TIR |
|---|---|---|---|---|---|
| 2010 | 2011 | 713,530 | 38,813 | 17,125 | 21,689 |
| 2011 | 2012 | 714,244 | 38,852 | 17,142 | 21,710 |
| 2012 | 2013 | 714,958 | 38,891 | 17,159 | 21,732 |
| 2013 | 2014 | 715,673 | 38,930 | 17,176 | 21,754 |
| 2014 | 2015 | 716,388 | 38,969 | 17,193 | 21,775 |
| 2015 | 2016 | 717,105 | 21,797 | - | 21,797 |
| 2016 | 2017 | 717,822 | 21,819 | - | 21,819 |
| 2017 | 2018 | 718,540 | 21,841 | - | 21,841 |
| 2018 | 2019 | 719,258 | 21,863 | - | 21,863 |
| 2019 | 2020 | 719,978 | 21,885 | - | 21,885 |
| | | | 303,659 | 85,795 | 217,864 |

TABLE 2 ESTIMATED TAX INCREMENT REVENUES CONTINUED

**PERSONAL PROPERTY**

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Cnty Senior | 0.0005000 | 300,000 | New PP Costs |
| Millages | 2008 | | Library | 0.0010000 | 12,190 | Initial TV |
| City | 0.0155490 | | ISD | 0.0047541 | | |
| LETC | 0.0006199 | | B&S | 0.0009985 | Winter-Summer Combined less SET and LSO | |
| SET | 0.0060000 | | LSO* | 0.0060000 | 0.0303961 | |
| County Op | 0.0047952 | | College | 0.0021794 | Winter-Summer Combined | |
| SUMMER | 0.0269641 | | WINTER | 0.0154320 | 0.0423961 | |

| Tax Day Dec. 31 | Year Taxes Due | Estimated PP Cost | STC Multiplier | Estimated MV | Taxable value | Captured TV | TIR | SET/LSO TIR | Local TIR |
|---|---|---|---|---|---|---|---|---|---|
| 2010 | 2011 | 300,000 | 0.89 | 267,000 | 133,500 | 121,310 | 5,143 | 1,456 | 3,687 |
| 2011 | 2012 | 300,000 | 0.76 | 228,000 | 114,000 | 101,810 | 4,316 | 1,222 | 3,095 |
| 2012 | 2013 | 300,000 | 0.67 | 201,000 | 100,500 | 88,310 | 3,744 | 1,060 | 2,684 |
| 2013 | 2014 | 300,000 | 0.60 | 180,000 | 90,000 | 77,810 | 3,299 | 934 | 2,365 |
| 2014 | 2015 | 300,000 | 0.54 | 162,000 | 81,000 | 68,810 | 2,917 | 826 | 2,092 |
| 2015 | 2016 | 300,000 | 0.49 | 147,000 | 73,500 | 61,310 | 1,864 | - | 1,864 |
| 2016 | 2017 | 300,000 | 0.45 | 135,000 | 67,500 | 55,310 | 1,681 | - | 1,681 |
| 2017 | 2018 | 300,000 | 0.42 | 126,000 | 63,000 | 50,810 | 1,544 | - | 1,544 |
| 2018 | 2019 | 300,000 | 0.38 | 114,000 | 57,000 | 44,810 | 1,362 | - | 1,362 |
| 2019 | 2020 | 300,000 | 0.36 | 108,000 | 54,000 | 41,810 | 1,271 | - | 1,271 |
| | | | | | | | 27,142 | 5,497 | 21,645 |

Note: The Michigan Business Tax legislative package exempted 12 mills of the 18 mills of the local school operating millage for a net of 6 mills.

This table also assumes that no new personal property will be purchased during the period of capture, which is not likely but difficult to project.

CITY OF MONROE
BROWNFIELD REDEVELOPMENT AUTHORITY
SITE NO. 22
FIRST BROWNFIELD PLAN
EYE SURGEONS ASSOCIATES, P.C.

TABLE 3 PROPOSED DISTRIBUTION OF TAX INCREMENT REVENUES

| | |
|---|---|
| Estimated amount to be reimbursed | 169,235 |
| Interest rate to accrue as of 4-1-2011 | 5% |

Note: Tax increment revenues received from the taxes that are due in the summer and winter of 2011 will be scheduled to be disbursed on or about April 1 of 2012 and each year thereafter for the balance of the capture period.

| Year taxes due | Year of Pmt | Real TIR | Personal TIR | Combined TIR | Interest | Principal | Balance 169,235 | BRA Rev Fnd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2011 | 2012 | 38,813 | 5,143 | 43,956 | 8,462 | 35,495 | 133,740 | | | | | |
| 2012 | 2013 | 38,852 | 4,316 | 43,168 | 6,687 | 36,481 | 97,259 | | | | | |
| 2013 | 2014 | 38,891 | 3,744 | 42,635 | 4,863 | 37,772 | 59,487 | | School Tax | | | |
| 2014 | 2015 | 38,930 | 3,299 | 42,229 | 2,974 | 39,254 | 20,233 | Local only | Not Captured | | | |
| 2015 | 2016 | 38,969 | 2,917 | 41,886 | 1,012 | 20,233 | - | 11,765.70 | 8,876 | | | |
| 2016 | 2017 | 21,797 | 1,864 | 23,661 | - | - | | 23,661 | | | | |
| 2017 | 2018 | 21,819 | 1,681 | 23,500 | - | - | | 23,500 | Recap: | 23,998 | Interest | |
| 2018 | 2019 | 21,841 | 1,544 | 23,385 | - | - | | 23,385 | | 169,235 | Principal | |
| 2019 | 2020 | 21,863 | 1,362 | 23,225 | - | - | | 23,225 | | 128,692 | Revolving Fund | |
| 2020 | 2021 | 21,885 | 1,271 | 23,155 | - | - | | 23,155 | | 8,876 | School Tax Capture Refund | |
| | | 303,659 | 27,142 | 330,801 | 23,998 | 169,235 | | 128,692 | | 330,801 | Net TIR | |

CITY OF MONROE
BROWNFIELD REDEVELOPMENT AUTHORITY
SITE NO. 22
FIRST BROWNFIELD PLAN
EYE SURGEONS ASSOCIATES, P.C.

TABLE 4 PROPOSED ESTIMATED ANNUAL TAX INCREMENT REVENUE RELATED TO EACH TAXING JURISDICTION

| Year Taxes Due | Combined R & P TV | City | LETC | SET | Cnty Op | Cnty Sen | Lib | ISD | B&S | Cominbed R & P LSO Per .006 LSO Real .018 | College | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 0.0155490 | 0.0006199 | 0.0060000 | 0.0047952 | 0.0005000 | 0.0010000 | 0.0047541 | 0.0009985 | 0.0180000 | 0.0021794 | 0.0543961 |
| 2011 | 834,840 | 12,981 | 518 | 5,009 | 4,003 | 417 | 835 | 3,969 | 834 | 13,571 | 1,819 | 43,956 |
| 2012 | 816,054 | 12,689 | 506 | 4,896 | 3,913 | 408 | 816 | 3,880 | 815 | 13,467 | 1,779 | 43,168 |
| 2013 | 803,268 | 12,490 | 498 | 4,820 | 3,852 | 402 | 803 | 3,819 | 802 | 13,399 | 1,751 | 42,635 |
| 2014 | 793,483 | 12,338 | 492 | 4,761 | 3,805 | 397 | 793 | 3,772 | 792 | 13,349 | 1,729 | 42,229 |
| 2015 | 785,198 | 12,209 | 487 | 4,711 | 3,765 | 393 | 785 | 3,733 | 784 | 13,308 | 1,711 | 41,886 |
| 2016 | 778,415 | 12,104 | 483 | - | 3,733 | 389 | 778 | 3,701 | 777 | - | 1,696 | 23,661 |
| 2017 | 773,132 | 12,021 | 479 | - | 3,707 | 387 | 773 | 3,676 | 772 | - | 1,685 | 23,500 |
| 2018 | 769,350 | 11,963 | 477 | - | 3,689 | 385 | 769 | 3,658 | 768 | - | 1,677 | 23,385 |
| 2019 | 764,068 | 11,880 | 474 | - | 3,664 | 382 | 764 | 3,632 | 763 | - | 1,665 | 23,225 |
| 2020 | 761,788 | 11,845 | 472 | - | 3,653 | 381 | 762 | 3,622 | 761 | - | 1,660 | 23,155 |
| | | 122,520 | 4,885 | 24,197 | 37,784 | 3,940 | 7,880 | 37,460 | 7,868 | 67,095 | 17,173 | 330,801 |

Captured Taxable Value is the sum of the CTV for real and personal property derived from the tables above.

| | Real TV | Personal TV | LSO Real 0.0180000 | LSO Personal 0.0060000 | Combined R and P | SET Real 0.0060000 | SET Personal 0.0060000 | Combined R and P |
|---|---|---|---|---|---|---|---|---|
| 2011 | 713,530 | 121,310 | 12,844 | 728 | 13,571 | 4,281 | 728 | 5,009 |
| 2012 | 714,244 | 101,810 | 12,856 | 611 | 13,467 | 4,285 | 611 | 4,896 |
| 2013 | 714,958 | 88,310 | 12,869 | 530 | 13,399 | 4,290 | 530 | 4,820 |
| 2014 | 715,673 | 77,810 | 12,882 | 467 | 13,349 | 4,294 | 467 | 4,761 |
| 2015 | 716,388 | 68,810 | 12,895 | 413 | 13,308 | 4,298 | 413 | 4,711 |
| 2016 | 717,105 | 61,310 | - | - | - | - | - | - |
| 2017 | 717,822 | 55,310 | - | - | - | - | - | - |
| 2018 | 718,540 | 50,810 | - | - | - | - | - | - |
| 2019 | 719,258 | 44,810 | - | - | - | - | - | - |
| 2020 | 719,978 | 41,810 | - | - | - | - | - | - |
| | | | 64,346 | 2,748 | 67,095 | 21,449 | 2,748 | 24,197 |

**PERSONAL PROPERTY**

| | | | | | |
|---|---|---|---|---|---|
| | | Cnty Senior | 0.0005000 | 12,190 | Initial TV |
| Millages | 2008 | Library | 0.0010000 | 300,000 | New PP Costs |
| City | 0.0155490 | ISD | 0.0047541 | 287,810 | Captured TV |
| LETC | 0.0006199 | B&S | 0.0009985 | | |
| SET | 0.0060000 | LSO | 0.0060000 | | |
| County Op | 0.0047952 | College | 0.0021794 | Winter-Summer Combined | |
| SUMMER | 0.0269641 | WINTER | 0.0154320 | 0.0423961 | |

| Tax Day Dec. 31 | Year Taxes Due | Estmated PP Cost | STC Multiplier | Estimated MV | Taxable value | Captured TV | TIR | SET/LSO TIR | Local TIR |
|---|---|---|---|---|---|---|---|---|---|
| 2010 | 2011 | 300,000 | 0.89 | 267,000 | 133,500 | 121,310 | 5,143 | 1,456 | 3,687 |
| 2011 | 2012 | 300,000 | 0.76 | 228,000 | 114,000 | 101,810 | 4,316 | 1,222 | 3,095 |
| 2012 | 2013 | 300,000 | 0.67 | 201,000 | 100,500 | 88,310 | 3,744 | 1,060 | 2,684 |
| 2013 | 2014 | 300,000 | 0.60 | 180,000 | 90,000 | 77,810 | 3,299 | 934 | 2,365 |
| 2014 | 2015 | 300,000 | 0.54 | 162,000 | 81,000 | 68,810 | 2,917 | 826 | 2,092 |
| 2015 | 2016 | 300,000 | 0.49 | 147,000 | 73,500 | 61,310 | 2,599 | 736 | 1,864 |
| 2016 | 2017 | 300,000 | 0.45 | 135,000 | 67,500 | 55,310 | 2,345 | 664 | 1,681 |
| 2017 | 2018 | 300,000 | 0.42 | 126,000 | 63,000 | 50,810 | 2,154 | 610 | 1,544 |
| 2018 | 2019 | 300,000 | 0.38 | 114,000 | 57,000 | 44,810 | 1,900 | 538 | 1,362 |
| 2019 | 2020 | 300,000 | 0.36 | 108,000 | 54,000 | 41,810 | 1,773 | 502 | 1,271 |
| 2020 | 2021 | 300,000 | 0.33 | 99,000 | 49,500 | 37,310 | 1,582 | 448 | 1,134 |
| 2021 | 2022 | 300,000 | 0.31 | 93,000 | 46,500 | 34,310 | 1,455 | 412 | 1,043 |

# ACT 381

*(MCL 125.2752 ET SEQ.)*

## WORK PLAN TO CONDUCT MEGA-ELIGIBLE ACTIVITIES

# NORTH MONROE MEDICAL PROJECT

## 721-759 NORTH MONROE STEET
## MONROE, MICHIGAN

*for*

EYE SURGEONS ASSOCIATES, P.C.
750 STEWART ROAD
MONROE, MICHIGAN 48162
734-242-2727 TELEPHONE

JULY 9, 2009

# ACT 381 WORK PLAN
# TO CONDUCT MEGA ELIGIBLE ACTIVITIES
# EYE SURGEONS ASSOCIATES, P.C.
# 721-759 NORTH MONROE STREET
# MONROE, MICHIGAN

## TABLE OF CONTENTS


1.0 INTRODUCTION ..... 1

1.1 Property Information ..... 1
1.1.1. Location ..... 1
1.1.2. Current Ownership ..... 1
1.1.3. Proposed Ownership ..... 1
1.1.4. Delinquent Taxes, Interest, and Penalties ..... 1
1.1.5. Existing and Proposed Future Zoning for Each Eligible Property ..... 1
1.2 Historical Use and Current Use of the Eligible Property ..... 1
1.3 Current Use of the Eligible Property ..... 1
1.4 Summary of Proposed Redevelopment/Future Use for the Eligible Property ..... 2

2.0 CURRENT PROPERTY CONDITIONS ..... 2

2.1 Property Eligibility ..... 2
2.2 Summary of Functionally Obsolete Conditions ..... 2

3.0 SCOPE OF WORK ..... 2

3.1 MEGA Eligible Activities ..... 3

4.0 SCHEDULE AND COSTS ..... 3

4.1 Schedule of Activities ..... 3
4.2 Estimated Costs ..... 3
4.3 Governing Body Certification Regarding Available School Tax Capture ..... 3

5.0 PROJECT COSTS AND FUNDING ..... 3

5.1 Total Estimated Project Costs ..... 3
5.2 Sources and Uses of Funds ..... 4

6.0 DETAILED SUMMARY OF DEVELOPMENT AGREEMENT BETWEEN MUNICIPALITY AND ELIGIBLE PROPERTY OWNER ..... 4

6.1 All Ownership Interests ..... 4
6.2 Monetary Considerations, Fees, Revenue and Cost Sharing, Charges, Other Financial Arrangements ..... 4

**ACT 381 WORK PLAN**
**TO CONDUCT MEGA ELIGIBLE ACTIVITIES**
**EYE SURGEONS ASSOCIATES, P.C.**
**721-759 NORTH MONROE STREET**
**MONROE, MICHIGAN**

**TABLE OF CONTENTS, CONTINUED**

## LIST OF EXHIBITS

### TABLES


Table 1 MEGA Eligible Activity Costs


### FIGURES


Figure 1 Area Location Map
Figure 2 Site Location Map
Figure 3 Site Plan


### ATTACHMENTS


Attachment A Approved Brownfield Plan
Attachment B Legal Description & Property Ownership
Attachment C Documentation of Property Eligibility
Attachment D Site Photographs
Attachment E Local Unit of Government's Certification of Appropriate Capture and Use of School Taxes
Attachment F Development/Reimbursement Agreement between Municipality and Developer

# 1.0 INTRODUCTION

## 1.1 Property Information

### 1.1.1. Location

The site comprising the Act 381 Eligible Property is approximately 1.2 acres and is located at 721-759 North Monroe Street in Monroe, Michigan. Refer to Figures 1 and 2.

### 1.1.2. Current Ownership

The eligible property is currently owned by Eye Surgeons Associates, P.C.. Available ownership information and legal descriptions are found in Attachment B. For a parcel map, refer to Figure 2

### 1.1.3. Proposed Ownership

The eligible property will remain under ownership of Eye Surgeons Associates, P.C. Refer to Appendix B and Figure 2.

### 1.1.4. Delinquent Taxes, Interest, and Penalties

No delinquent taxes or any penalties are currently due on the eligible property.

### 1.1.5. Existing and Proposed Future Zoning for Each Eligible Property

The existing zoning of the Eligible Property is C-2 Commercial District. Future zoning will remain the same.

## 1.2 Historical Use of the Eligible Property

The subject property was vacant until 1956, when the current structures and land improvements were constructed. The Ives Drain runs through the property, as shown in the site plan.

## 1.3 Current Use of the Eligible Property

The structures at 721-759 North Monroe Street contain 12 professional office spaces, of which eight are vacant at the present time. Both of the on-site structures are located over the Ives Drain.

### 1.4 Summary of Proposed Redevelopment/Future Use of the Eligible Property

Eye Surgeons Associates, LLC intends to demolish all of the above and below-grade structures, and cause a new medical office building to be constructed on the property. The renovated structure will include approximately 10,000 square feet of medical/professional office space and be demised into 3 units. The project shall also include vehicle parking, landscaping, and other land improvements. Eligible activity commencement and construction start are scheduled for October 2009, and May 2010 is anticipated to be the date for project completion. The office redevelopment is expected to generate approximately ten (10) jobs. The estimated value of new real property investment is $2,369,400 over an 8-month construction period.

## 2.0 CURRENT PROPERTY CONDITIONS

### 2.1 Property Eligibility

The property is eligible under Act 381 based on its status as a "functionally obsolete" property defined by MCL 324.20101. As Act 381 confirms that "functionally obsolete" status provides eligibility for financing eligible activities, the property identified above meets the definition of "Eligible Property".

### 2.2 Summary of Functionally Obsolete Conditions

A property assessment by Jacobs Architects was completed in February 5, 2009 and is found in Attachment C. It finds the site meets the definition of "functionally obsolete". The site was confirmed as a "functionally obsolete" property by affidavit of the Monroe City Assessor on March 6, 2009. For a copy of the Assessor's affidavit, please see Attachment C.

## 3.0 SCOPE OF WORK

Support from the Michigan Economic Growth Authority (MEGA) to reimburse certain Eligible Activity costs with Tax Increment Financing (TIF) is necessary for this development to occur. Without the incentives provided by tax increment financing, the redevelopment of this obsolete property is not economically competitive. The intent of

this Act 381 Work Plan is to conduct Eligible Activities necessary to complete the proposed development.

### 3.1 Eligible Activities

In order to support the rehabilitation and new-construction activities, the developer plans to (1) engage demolition of above-grade structures and surface improvements, and (2) relocate the Ives Drain to allow for construction of the new structure. MEGA approval is sought for items 1 and 2.

## 4.0 SCHEDULE AND COSTS

### 4.1 Schedule of Activities

Project activities will commence upon work plan approval. Eligible activity commencement and construction start are scheduled for October 2009, and May 2010 is anticipated to be the date for project completion. All eligible activities will be completed to facilitate the redevelopment schedule with minimal delays.

### 4.2 Estimated Costs

The estimated costs of MEGA Eligible Activities are presented in Table 1. The costs are based on currently known information regarding the subject property. The total principal cost of MEGA Eligible Activities presented for approval is $169,235.

### 4.3 Governing Body Certification Regarding Available School Tax Capture

The Monroe City Council has certified available school tax capture by approving a Brownfield Plan for the subject property on _____. A certified affidavit of approval is found in Attachment E.

## 5.0 PROJECT COSTS AND FUNDING

### 5.1 Total Estimated Project Costs

The total estimated MEGA Eligible Activity cost in this Act 381 Work Plan is $169,235, combined with estimated proportional interest of $23,998, for a total of $193,233. The total cost of the development is approximately $2,369,400.

### 5.2 Sources and Uses of Funds

The costs of Eligible Activities shall be financed through the capture of Tax Increment Revenues (TIR) utilizing a reimbursement funding mechanism. During and upon completion of the project as described, the Monroe Brownfield Redevelopment Authority will capture TIR and make principal and interest payments in periodic installments.

## 6.0 DETAILED SUMMARY OF DEVELOPMENT AGREEMENT BETWEEN MUNICIPALITY AND ELIGIBLE PROPERTY OWNER

### 6.1 All Ownership Interests

A Development/ReimbursementAgreement between the City of Monroe and Eye Surgeons Associates, LLC (Developer) has been executed. The Agreement covers the subject property, that the Developer is the owner of the Eligible Property and that the Developer will be engaged in the rehabilitation and construction activities on the Eligible Property.

### 6.2 Monetary Considerations, Fees, Revenue and Cost Sharing, Charges, Other Financial Arrangements

The Agreement further states that pursuant to the approved Brownfield Plan (Plan) and Act 381 Work Plan, the MBRA will capture 100% of the tax increment revenues (TIRs) authorized by law from the levies imposed by taxing jurisdictions upon taxable property for the project site consistent with Act 381, as amended. The MBRA will use the tax increment revenues to reimburse the Developer and for BRA transaction costs.

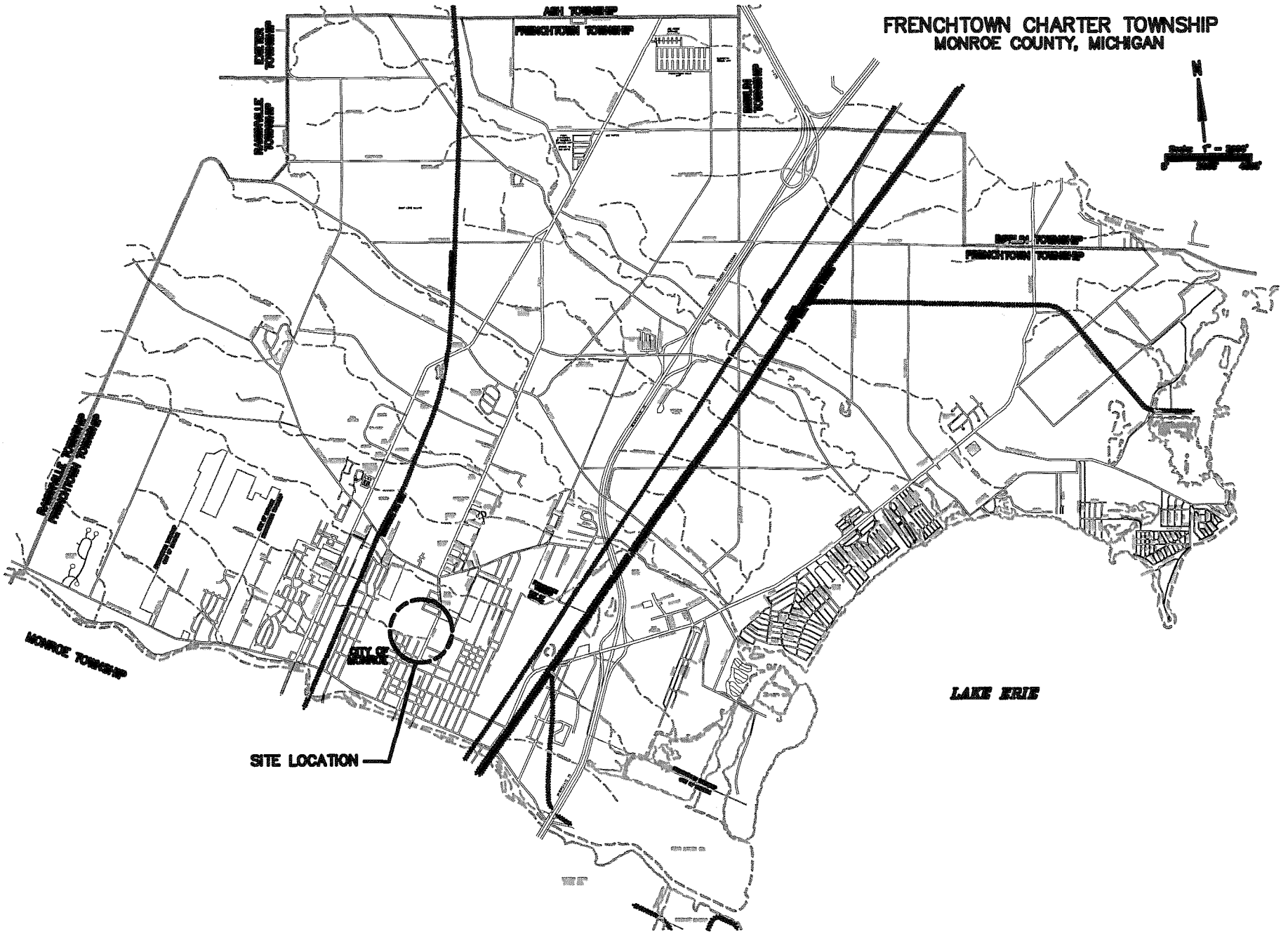
# TABLE 1

TABLE 1
NON-ENVIRONMENTAL ELIGIBLE ACTIVITY COSTS

| ITEM | QUANTITY | TOTAL PRICE |
|---|---|---|
| *Demolition* | | |
| Demolition and backfill of existing structures | 1 LS | $37,300.00 |
| Remove and backfill existing storm sewer | 416 LF | $12,235.00 |
| *Subtotal* | | $49,535.00 |
| | | |
| *Site Preparation* | | |
| Remove concrete slabs, curbs, and sidewalks | 1 LS | $3,550.00 |
| Removal of asphalt pavement | 4,670 SY | $12,950.00 |
| Hazardous material abatement | Allowance | $20,000.00 |
| *Subtotal* | | $36,500.00 |
| | | |
| *Public Infrastructure* | | |
| Connect new storm to existing manhole | 1 EA | $2,775.00 |
| Install 42" storm sewer | 480 LF | $51,950.00 |
| Install pre-cast catch basin | 4 EA | $11,100.00 |
| Install 42" flared end section | 1 EA | $1,440.00 |
| Install trash gate for 42" storm sewer | 1 EA | $550.00 |
| *Subtotal* | | $67,815.00 |
| | | |
| **SUBTOTAL** | | $153,850.00 |
| | | |
| Contingency | 10% | $15,385.00 |
| | | |
| **TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITY COSTS** | | **$169,235.00** |

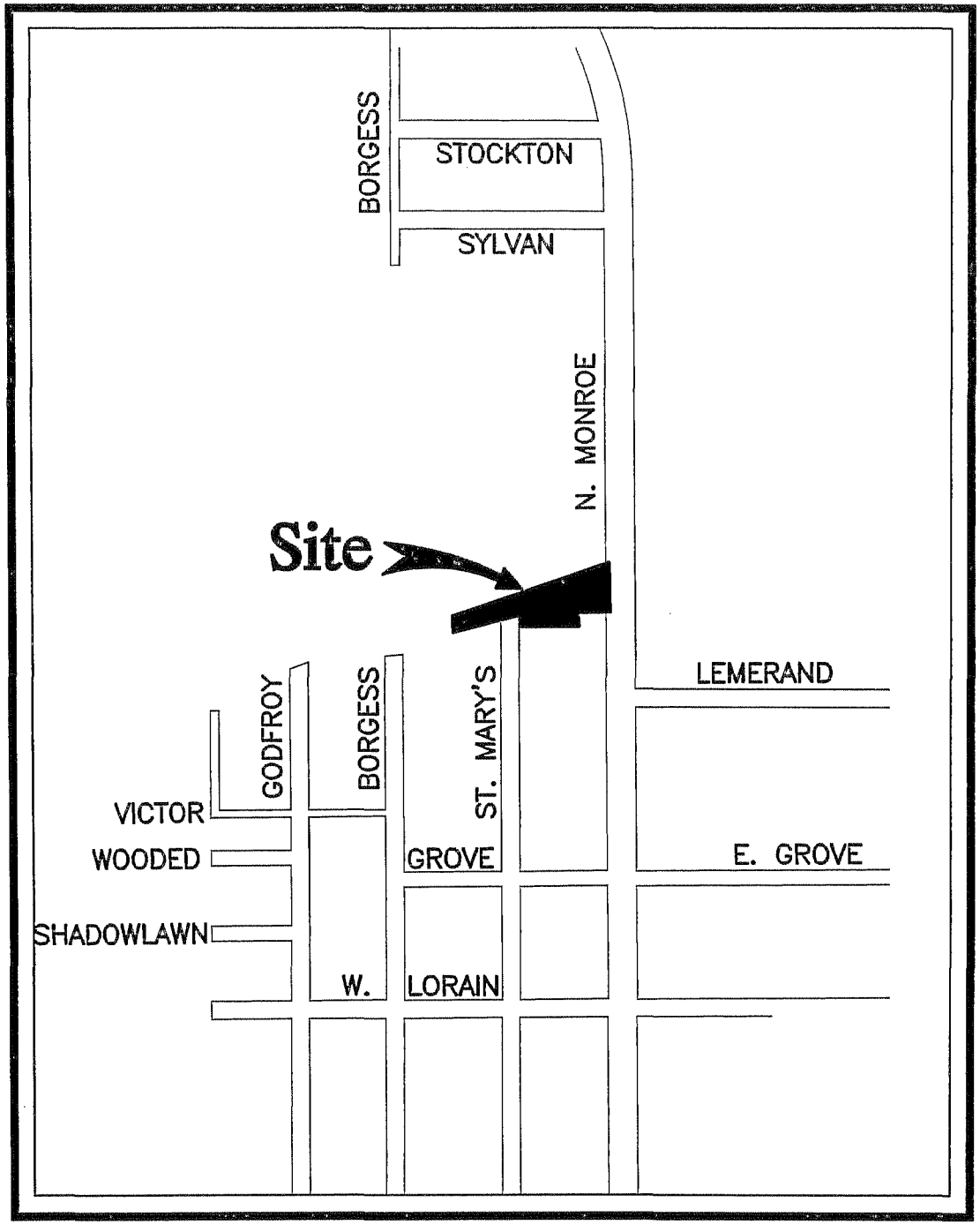
# Figure 1

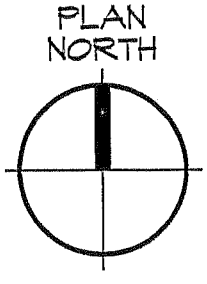
# Area Location Map


FRENCHTOWN CHARTER TOWNSHIP
MONROE COUNTY, MICHIGAN
N
ASH TOWNSHIP
FRENCHTOWN TOWNSHIP
BEDFORD TOWNSHIP
FRENCHTOWN TOWNSHIP
MONROE TOWNSHIP
CITY OF MONROE
SITE LOCATION
LAKE ERIE

# Figure 2

## Site Location Map



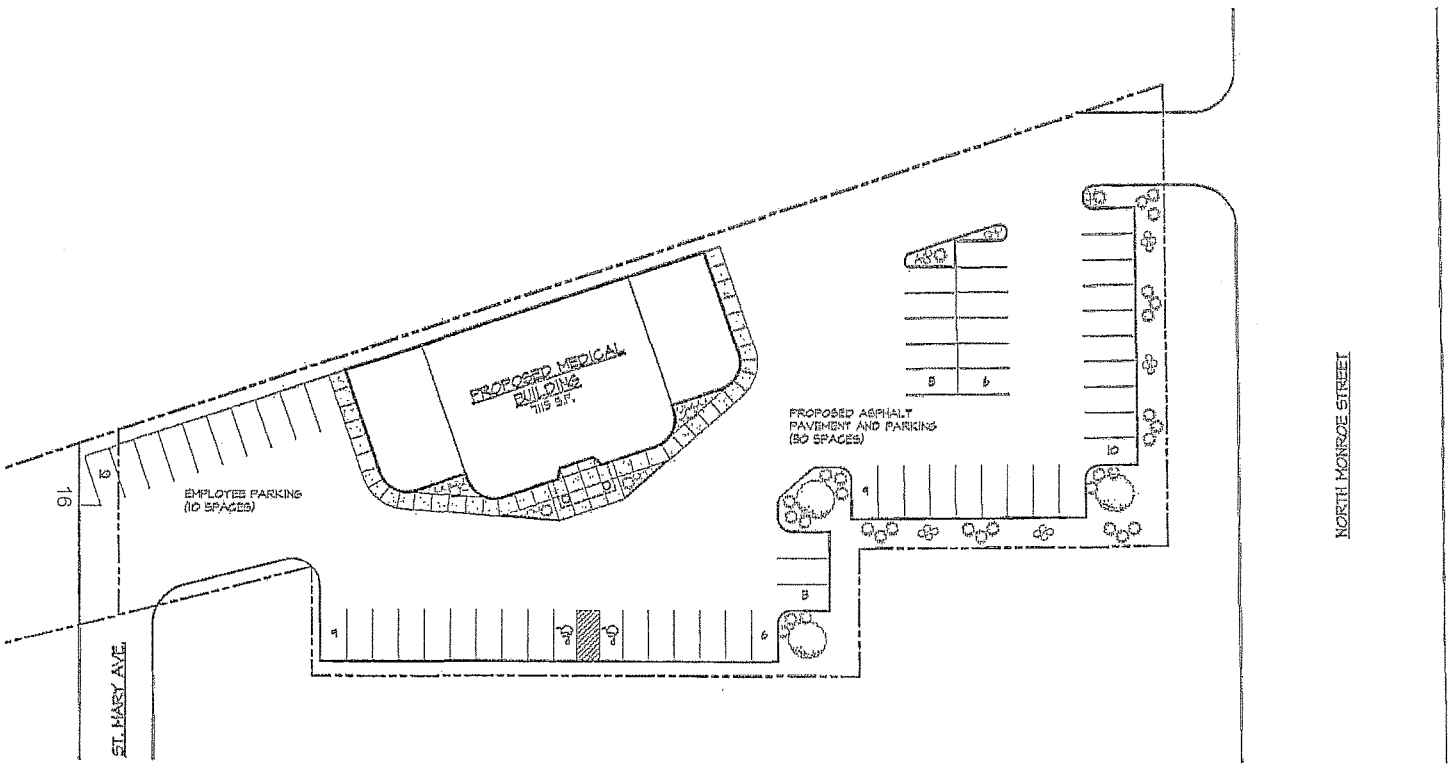




# LOCATION MAP

NO SCALE

**Figure 3**

**Site Plan**




PROPOSED SITE PLAN

SCALE: 1" = 30'-0"

JAMES S. JACOBS ARCHITECTS, PLLC

25 WASHINGTON STREET
MONROE, MICHIGAN 48161
TELE: (734) 241-7933
FAX: (734) 241-1181
EMAIL: jim@jsjacobsarch.com

NEW MEDICAL OFFICE BUILDING AND SITE IMPROVEMENTS FOR:

DR. M. HANIF PERACHA EYE SURGEONS ASSOCIATES, PC

721 NORTH MONROE STREET
MONROE, MICHIGAN 48162

PROPERTY OWNER CONTACT:
DR. M. HANIF PERACHA
750 STEWART ROAD, SUITE 6
MONROE, MICHIGAN 48162
TELEPHONE: (734) 242-2727

# PROPOSED SITE PLAN

# ATTACHMENT A

# BROWNFIELD PLAN

# ATTACHMENT B

# ELIGIBLE PROPERTY

# LEGAL DESCRIPTION & OWNERSHIP

## General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

**Parcel:** 69-01146-000

If you are accessing this page without having logged in with a username and password, did you know there was more information available?

### Property Address [collapse]

721 N MONROE ST
MONROE, MI 48162

### Owner Information [collapse]

**Unit:** 55

N/A

### Taxpayer Information [collapse]

N/A
N/A
N/A

### General Information for Tax Year 2008 [collapse]

| | | | |
|---|---|---|---|
| **Property Class:** | 201 I | **Assessed Value:** | $368,970 |
| **School District:** | 01 - 01 MONROE PUBLIC SCHOOLS | **Taxable Value:** | $368,970 |
| **State Equalized Value:** | N/A | **Map #** | N/A |
| **User Number Indx:** | | **Date of Last Name Chg:** | 09/13/2002 |
| **Date Filed:** | | | |
| **Principal Residence Exemption (2008 May 1):** | 0.0000 % | | |
| **Principal Residence Exemption (2008 Final):** | 0.0000 % | | |

| Previous Year Info | MBOR Assessed | Final S.E.V. | Final Taxable |
|---|---|---|---|
| 2007 | $422,580 | $422,580 | $387,260 |
| 2006 | $387,840 | $387,840 | $373,450 |

### Land Information [collapse]

| | | | |
|---|---|---|---|
| **Acreage:** | N/A | **Frontage:** | N/A |
| **Zoning Code:** | N/A | **Depth:** | N/A |
| **Land Value:** | N/A | **Mortgage Code:** | N/A |
| **Land Improvements:** | $41,312 | **Lot Dimensions/Comments:** | N/A |
| **Renaissance Zone:** | N/A | | |

### Legal Information [collapse]

VERHOEVEN PLAT LOTS 82 AND 83 AND UNPLATTED LD DESC AS COMM AT NE CORNER LOT 83; VERHOEVEN PLAT; TH N 24D

15M E 70.00 FT; TH N 83D 56M W 384.34 FT; TH S 24D 19M W 70.00 FT; TH S 83D 56M E 384.42 FT TO POB

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# QUIT CLAIM DEED

STATUTORY FORM

Philip F. Greco
TITLE COMPANY

*KNOW ALL MEN BY THESE PRESENTS:* That WALID KAZAK and DEBRA A. KAZAK, his wife

whose address is 6905 Fred Moore, Troy, Michigan

Quit Claim to KHADIJA PERACHA

whose address is 725 N. Monroe, Monroe, Michigan 48161

the following described premises situated in the City of Monroe County of Monroe and State of Michigan, to-wit:

situated in the City of Monroe County of Monroe and State of Michigan, and described as follows, to-wit: PARCEL 1: Lots 82 and 83, Verhoeven Plat, according to the plat thereof, as recorded in Liber 4 of Plats, Page 3, Monroe County Register of Deeds Office.
PARCEL 2: Land in Private Claim 353 desc. as: Comm. at the N.E. corner of Lot 83, Verhoeven Plat; th. N. 24° 15' E. 70.00 feet; th. N. 83° 56' W. 343.98 feet; th. S. 24° 19' W. 70.00 feet; th. S. 83° 56' E. 344.06 feet, to the P.O.B. AND MORE PARTICULARILY DESCRIBED BY Survey dated Sept. 16, 1978 as made by Vincent P. McMahon, Registered Surveyor, as follows: Beginning at the N.E. corner of Lot 83 of Verhoeven Plat; th. N. 24° 15' E. 70.00 feet; th. N. 84° 15' W. 342.24 feet; th. S. 24° 15' W. 70.00 feet; th. S. 84° 15' E. 342.24 feet; to the point of beginning.
PARCEL 3: Part of Private Claim No. 353 desc. as: Comm. at the intersection of the center-line of St. Mary's Ave. with the North line of the Verhoeven Plat; th. N. 24° 15' E. 70.00 feet; th. N. 84° 15' W. 40.36 feet; th. S. 24° 15' W. 70.00 feet, to the Northerly line of the Verhoeven Plat; th. S. 84° 15' E. along the Northerly line of the Verhoeven Plat 40.36 feet, to the point of beginning.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

for ~~[illegible]~~ exempt in accordance with P.A. 327 of 1968, Sec. 5(m)

Dated this 28th day of August 19 86

*Signed in the presence of:*

Michael Kranson

Madeleine Darcy

*Signed by:*

Walid Kazak

Debra A. Kazak

STATE OF MICHIGAN
COUNTY OF WAYNE } ss.

21

The foregoing instrument was acknowledged before me this 28th day of August

# ATTACHMENT C

# DOCUMENTATION OF PROPERTY ELIGIBILITY

AFFIDAVIT OF SAM GUICH

State of Michigan }
} ss
County of Monroe }

NOW COMES Sam Guich, affiant, and first being duly sworn, deposes and states as follows that:

1. I am the assessor for the City of Monroe, Michigan duly certified at Level 4 under the authority of the Michigan State Assessors Board, certificate number R-2422, expiration date December 31, 2009.

2. The subject parcel of this Affidavit is real property identified on the City of Monroe assessment roll as parcel number 58-55-69-01146-000, and commonly known as 721, 725, 729, 733, 743, 745, 749, 751, 753, 755, 757, and 759 North Monroe Street, Monroe, Michigan.

3. The subject property owner has applied for financing under the Michigan Brownfield Redevelopment Financing Act as an owner of functionally obsolete eligible property.

4. MCL (Michigan Compiled Laws) 125.2663(1)(h) provides for me in pertinent part to state in my expert opinion that the property is functionally obsolete and the underlying basis for that opinion.

5. MCL (Michigan Compiled Laws) 125.2652(r) defines functionally obsolete as meaning that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

6. The two, one-story subject structures, built in 1955 and 1959 and consisting of 13,242 square feet of medical office spaces, are located on an approximately 1 acre site in the north-central portion of the City of Monroe along North Monroe Street, one of the major north-south running arteries traversing the city. The subject neighborhood may be considered to be in its stability stage based on the appearance of equilibrium with no marked gains or losses.

7. From an appraisal standpoint, the subject property suffers a substantial loss in value due to a combination of physical deterioration (including deferred maintenance), and functional obsolescence. Relative to MCL 125.2652(r), relatively small spaces with deficient floor plans and

placement of the subject structures on the subject site so as to disallow optimum utilization of the site, cause the subject property to be functionally obsolete.

FURTHER AFFIANT SAYETH NOT.

Date: March 6, 2009 Signed: Sam Guich

Sam Guich, Assessor
City of Monroe

On this 6TH day of March, 2009, before me, a Notary Public, personally appeared Sam Guich, known to be the person whose name is subscribed, and he acknowledges that the contents herein are true of his own knowledge and belief except as to those matters stated to be upon information and belief, which matters he believes to be true.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Andrea McGarry
Notary Public
Monroe County, Michigan, acting in
Monroe County, Michigan
My commission expires: 12/29/11

ANDREA MC GARRY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MONROE
My Commission Expires December 29, 2011
Acting in the County of Monroe

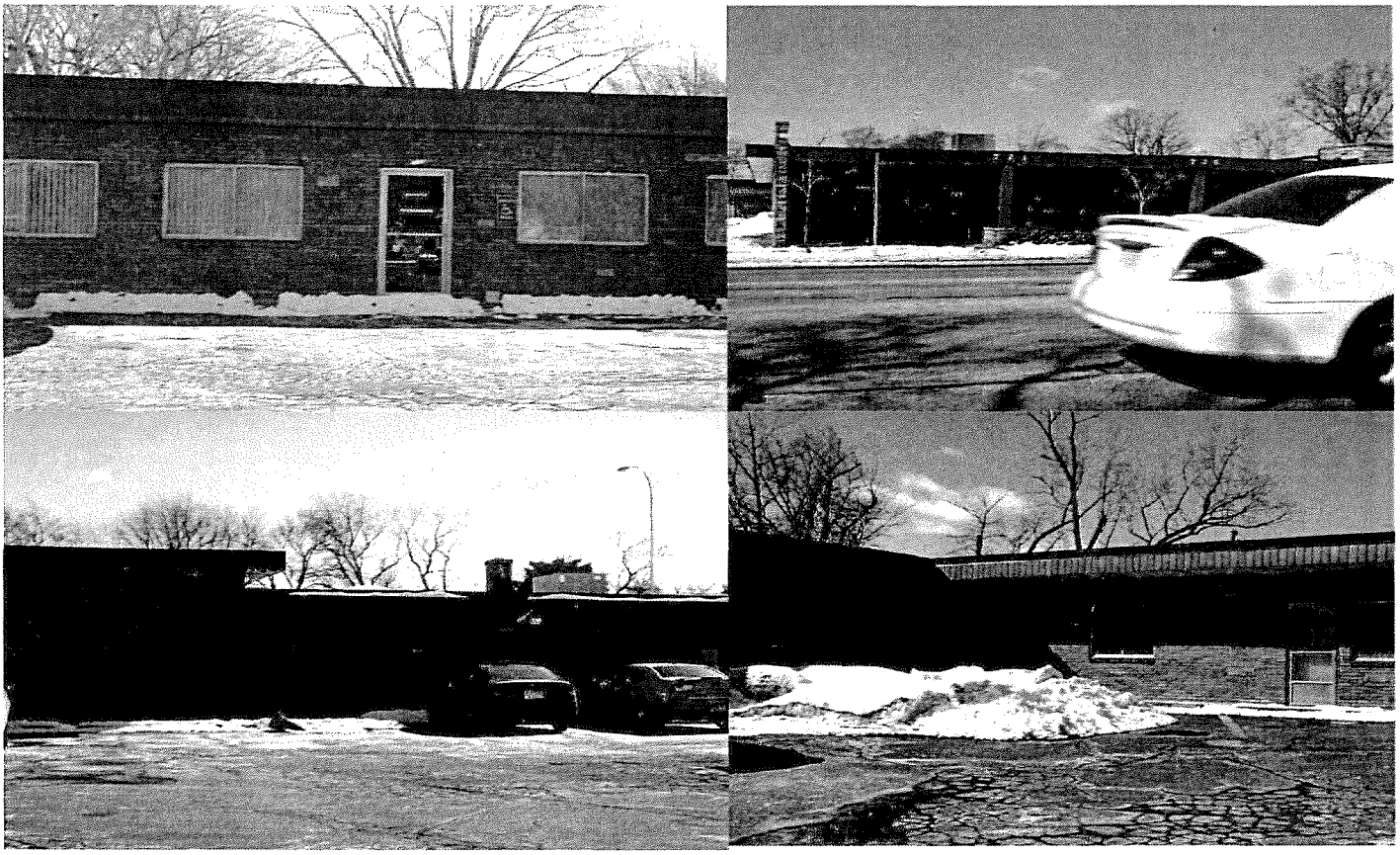
# ATTACHMENT D

# SITE IMAGES

# EYE SURGEONS ASSOCIATES, PC
# MEDICAL CENTER PROJECT
# 721-759 NORTH MONROE STREET
# MONROE, MICHIGAN

## SITE IMAGES

The subject parcel is located on the Monroe (Main) Street Corridor north of Downtown Monroe, and in the Monroe Hospital/Medical Office District. Because of current obsolete conditions, it is more than 50% vacant.



# ATTACHMENT E

# LOCAL UNIT OF GOVERNMENT'S CERTIFICATION OF APPROPRIATE CAPTURE AND USE OF SCHOOL TAXES

# ATTACHMENT F

# DEVELOPMENT/REIMBURSEMENT AGREEMENT BETWEEN MUNICIPALITY AND DEVELOPER

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO: PROPOSED RESOLUTIONS TO RECOGNIZE HOME, COMMUNITY SUPPORTED LIVING ARRANGEMENTS, HOME, MANAGEMENT CORPORATION, HOME, NON-PROFIT HOUSING CORPORATION, AND MONROE MI HOME NON-PROFIT HOUSING CORPORATION AS NON-PROFIT ORGANIZATIONS**

**DISCUSSION:** Home, Inc. of Monroe has requested that HOME, Community Supported Living Arrangements, HOME, Management Corporation, HOME, Non-Profit Housing Corporation, and Monroe MI HOME Non-Profit Housing Corporation be officially recognized as non-profit organizations in the Monroe community. The Resolutions of official recognition are necessary in order to apply for a charitable gaming license from the State of Michigan Lottery Division.

The proposed Resolutions are presented for your review and approval.

It is recommended that the Resolutions be adopted.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:**

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:** ☒For ☐Against

**REASON AGAINST:**

**INITIATED BY:**

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

# FINANCES

**COST AND REVENUE PROJECTIONS:**

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

**SOURCE OF FUNDS:**

| | Account Number | Amount |
|---|---|---|
| City | | $ |
| | | $ |
| | | $ |
| | | $ |
| | | $ |
| Other Funds | | $ |
| | | $ |
| | | $ |
| | | $ |

Budget Approval: _____

**FACT SHEET PREPARED BY:** City Manager's Office **DATE:** 8/11/09

**REVIEWED BY:** **DATE:**

**COUNCIL MEETING DATE:** 8/17/09

# RESOLUTION

**WHEREAS**, Home, Community Supported Living Arrangements has determined that it may be necessary or appropriate to conduct raffles or similar fund-raising activities as part of its future fundraising efforts in order to continue its service to the Monroe community; and

**WHEREAS**, the Michigan Bureau of State Lottery requires organizations seeking licenses or registering for future licensing to be recognized by resolution adopted by the city in which the organization conducts its principal activities as a "local civic organization"; and

**WHEREAS**, Home, Community Supported Living Arrangements has requested that the City Council of the City of Monroe pursuant to regulations of the Michigan Bureau of State Lottery formally recognize Home, Community Supported Living Arrangements as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Lottery.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Monroe hereby formally recognizes Home, Community Supported Living Arrangements as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Bureau of State Lottery.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be provided to Home, Community Supported Living Arrangements so that it may file with the Michigan Bureau of State Lottery.

# RESOLUTION

**WHEREAS**, Home, Management Corporation has determined that it may be necessary or appropriate to conduct raffles or similar fund-raising activities as part of its future fundraising efforts in order to continue its service to the Monroe community; and

**WHEREAS**, the Michigan Bureau of State Lottery requires organizations seeking licenses or registering for future licensing to be recognized by resolution adopted by the city in which the organization conducts its principal activities as a "local civic organization"; and

**WHEREAS**, Home, Management Corporation has requested that the City Council of the City of Monroe pursuant to regulations of the Michigan Bureau of State Lottery formally recognize Home, Management Corporation as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Lottery.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Monroe hereby formally recognizes Home, Management Corporation as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Bureau of State Lottery.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be provided to Home, Management Corporation so that it may file with the Michigan Bureau of State Lottery.

# RESOLUTION

**WHEREAS**, Home, Non-Profit Housing Corporation has determined that it may be necessary or appropriate to conduct raffles or similar fund-raising activities as part of its future fundraising efforts in order to continue its service to the Monroe community; and

**WHEREAS**, the Michigan Bureau of State Lottery requires organizations seeking licenses or registering for future licensing to be recognized by resolution adopted by the city in which the organization conducts its principal activities as a "local civic organization"; and

**WHEREAS**, Home, Non-Profit Housing Corporation has requested that the City Council of the City of Monroe pursuant to regulations of the Michigan Bureau of State Lottery formally recognize Home, Non-Profit Housing Corporation as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Lottery.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Monroe hereby formally recognizes Home, Non-Profit Housing Corporation as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Bureau of State Lottery.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be provided to Home, Non-Profit Housing Corporation so that it may file with the Michigan Bureau of State Lottery.

# RESOLUTION

**WHEREAS**, Monroe MI HOME Non-Profit Housing Corporation has determined that it may be necessary or appropriate to conduct raffles or similar fund-raising activities as part of its future fundraising efforts in order to continue its service to the Monroe community; and

**WHEREAS**, the Michigan Bureau of State Lottery requires organizations seeking licenses or registering for future licensing to be recognized by resolution adopted by the city in which the organization conducts its principal activities as a "local civic organization"; and

**WHEREAS**, Monroe MI HOME Non-Profit Housing Corporation has requested that the City Council of the City of Monroe pursuant to regulations of the Michigan Bureau of State Lottery formally recognize Monroe MI HOME Non-Profit Housing Corporation as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Lottery.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Monroe hereby formally recognizes Monroe MI HOME Non-Profit Housing Corporation as a nonprofit organization operating in the community for the purpose of obtaining gaming licenses issued by the Michigan Bureau of State Lottery.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution be provided to Monroe MI HOME Non-Profit Housing Corporation so that it may file with the Michigan Bureau of State Lottery.

HOME INC

Date: July 28, 2009

From: Rexine Newhouse

Subj: HOME, Community Supported Living Arrangements-Resolution for Charitable Gaming License

To: Mayor and City Council
120 E. First St
Monroe, MI 48161

1. Attached you will find HOME, Community Supported Living Arrangements' Local Governing Body Resolution for Charitable Gaming Licenses as well as our supporting documentation. I would like you to review this packet of information and approve the Resolution.

2. HOME, Community Supported Living Arrangements has existed in Monroe as a Non-Profit organization since November 1982. HOME's purpose in our community is to provide support services to individuals with developmental and or physical disabilities. These support services allow these individuals to live and participate in our community as independently as possible.

3. HOME, Community Supported Living Arrangements is seeking to obtain a license from the State of Michigan in order to hold the Millionaire Party Texas Hold 'Em Tourneys as fund raisers. The monies that are brought in thru these tourneys will allow HOME to continue to provide professional and quality services to our community in spite of the reduction of Medicaid dollars.

4. Thank you for reviewing our documentation and completing the Local Governing Body Resolution for Charitable Gaming Licenses. If you have any questions, please feel free to ask.

Rexine Newhouse
Executive Director

RECEIVED
JUL 30 2009
MAYOR'S OFFICE

852 West Elm Avenue Monroe, Michigan 48162-2806 Telephone: (734) 242-2177

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

# LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a Regular (REGULAR OR SPECIAL) meeting of the City Council (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by _____ on _____ (DATE)

at _____ (TIME) a.m./p.m. the following resolution was offered:

Moved by _____ and supported by _____

that the request from Home Community Support Living Arrangements (NAME OF ORGANIZATION) of Monroe (CITY),

county of Monroe (COUNTY NAME), asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____ (APPROVAL/DISAPPROVAL).

| APPROVAL | | DISAPPROVAL | |
|---|---|---|---|
| Yeas: | _____ | Yeas: | _____ |
| Nays: | _____ | Nays: | _____ |
| Absent: | _____ | Absent: | _____ |

---

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a _____ (REGULAR OR SPECIAL) meeting held on _____ (DATE).

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459777
July 27, 2009 LTR 4168C E0
38-2434863 000000 00
00015121
BODC: TE

HOME COMMUNITY SUPPORTED LIVING
ARRANGEMENTS
852 W ELM AVE
MONROE MI 48162-7917

20101

Employer Identification Number: 38-2434863
Person to Contact: Mrs. Guilkey
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of July 16, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in November 1982, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

HOME INC

Date: July 28, 2009

From: Rexine Newhouse

Subj: HOME, Management Corp-Resolution for Charitable Gaming License

To: Mayor and City Council
120 E. First St
Monroe, MI 48161

1. Attached you will find HOME, Management Corp's Local Governing Body Resolution for Charitable Gaming Licenses as well as our supporting documentation. I would like you to review this packet of information and approve the Resolution.

2. HOME, Management Corp has existed in Monroe as a Non-Profit organization since June 1983. HOME's purpose in our community is to provide support services to individuals with developmental and or physical disabilities. These support services allow these individuals to live and participate in our community as independently as possible.

3. HOME, Management Corp is seeking to obtain a license from the State of Michigan in order to hold the Millionaire Party Texas Hold 'Em Tourneys as fund raisers. The monies that are brought in thru these tourneys will allow HOME to continue to provide professional and quality services to our community in spite of the reduction of Medicaid dollars.

4. Thank you for reviewing our documentation and completing the Local Governing Body Resolution for Charitable Gaming Licenses. If you have any questions, please feel free to ask.

Rexine Newhouse
Executive Director

RECEIVED
JUL 30 2009
MAYOR'S OFFICE

852 West Elm Avenue Monroe, Michigan 48162-2806 Telephone: (734) 242-2177

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

# LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a Regular (REGULAR OR SPECIAL) meeting of the City Council (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by _____ on _____ (DATE)

at _____ (TIME) a.m./p.m. the following resolution was offered:

Moved by _____ and supported by _____

that the request from Home Management Corp (NAME OF ORGANIZATION) of Monroe (CITY),

county of Monroe (COUNTY NAME), asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____ (APPROVAL/DISAPPROVAL).

| APPROVAL | | DISAPPROVAL | |
|---|---|---|---|
| Yeas: | _____ | Yeas: | _____ |
| Nays: | _____ | Nays: | _____ |
| Absent: | _____ | Absent: | _____ |

---

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a _____ (REGULAR OR SPECIAL) meeting held on _____ (DATE).

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459777
July 27, 2009 LTR 4168C E0
38-2433185 000000 00
00015120
BODC: TE

HOME MANAGEMENT CORPORATION
852 W ELM AVE
MONROE MI 48162-7917

20102

Employer Identification Number: 38-2433185
Person to Contact: Mrs. Guilkey
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of July 16, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in June 1983, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

HOME INC

Date: July 28, 2009

From: Rexine Newhouse

Subj: HOME, Non-Profit Housing Corp-Resolution for Charitable Gaming License

To: Mayor and City Council
120 E. First St
Monroe, MI 48161

1. Attached you will find HOME, Non-Profit Housing Corp's Local Governing Body Resolution for Charitable Gaming Licenses as well as our supporting documentation. I would like you to review this packet of information and approve the Resolution.

2. HOME, Non-Profit Housing Corp has existed in Monroe as a Non-Profit organization since June 1976. HOME's purpose in our community is to provide support services to individuals with developmental and or physical disabilities. These support services allow these individuals to live and participate in our community as independently as possible.

3. HOME, Non-Profit Housing Corp is seeking to obtain a license from the State of Michigan in order to hold the Millionaire Party Texas Hold 'Em Tourneys as fund raisers. The monies that are brought in thru these tourneys will allow HOME to continue to provide professional and quality services to our community in spite of the reduction of Medicaid dollars.

4. Thank you for reviewing our documentation and completing the Local Governing Body Resolution for Charitable Gaming Licenses. If you have any questions, please feel free to ask.

Rexine Newhouse
Executive Director

RECEIVED
JUL 30 2009
MAYOR'S OFFICE

852 West Elm Avenue Monroe, Michigan 48162-2806 Telephone: (734) 242-2177

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459777
July 27, 2009 LTR 4168C E0
38-2088634 000000 00
00015119
BODC: TE

HOME NON-PROFIT HOUSING CORP
852 W ELM AVE
MONROE MI 48162-7917

20103

Employer Identification Number: 38-2088634
Person to Contact: Mrs. Guilkey
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of July 16, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in June 1976, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

# LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a Regular (REGULAR OR SPECIAL) meeting of the City Council (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by _____ on _____ (DATE)

at _____ (TIME) a.m./p.m. the following resolution was offered:

Moved by _____ and supported by _____

that the request from Home NonProfit Housing Cor (NAME OF ORGANIZATION) of Monroe (CITY),

county of Monroe County (COUNTY NAME), asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____ (APPROVAL/DISAPPROVAL).

| APPROVAL | | DISAPPROVAL | |
|---|---|---|---|
| Yeas: | _____ | Yeas: | _____ |
| Nays: | _____ | Nays: | _____ |
| Absent: | _____ | Absent: | _____ |

---

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a _____ (REGULAR OR SPECIAL) meeting held on _____ (DATE).

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

HOME INC

Date: July 28, 2009

From: Rexine Newhouse

Subj: Monroe MI Home Non-Profit Housing Corp-Resolution for Charitable Gaming License

To: Mayor and City Council
120 E. First St
Monroe, MI 48161

1. Attached you will find Monroe MI Home Non-Profit Housing Corp's Local Governing Body Resolution for Charitable Gaming Licenses as well as our supporting documentation. I would like you to review this packet of information and approve the Resolution.

2. Monroe MI Home Non-Profit Housing Corp has existed in Monroe as a Non-Profit organization since April 1995. HOME's purpose in our community is to provide support services to individuals with developmental and or physical disabilities. These support services allow these individuals to live and participate in our community as independently as possible.

3. Monroe MI Home Non-Profit Housing Corp is seeking to obtain a license from the State of Michigan in order to hold the Millionaire Party Texas Hold 'Em Tourneys as fund raisers. The monies that are brought in thru these tourneys will allow HOME to continue to provide professional and quality services to our community in spite of the reduction of Medicaid dollars.

4. Thank you for reviewing our documentation and completing the Local Governing Body Resolution for Charitable Gaming Licenses. If you have any questions, please feel free to ask.

Rexine Newhouse
Executive Director

RECEIVED
JUL 30 2009
MAYOR'S OFFICE

852 West Elm Avenue Monroe, Michigan 48162-2806 Telephone: (734) 242-2177

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

# LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a Regular (REGULAR OR SPECIAL) meeting of the City Council (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by _____ on _____ (DATE)

at _____ (TIME) a.m./p.m. the following resolution was offered:

Moved by _____ and supported by _____

that the request from Monroe Mi Home Non Profit Housing (NAME OF ORGANIZATION) of Monroe (CITY),

county of Monroe (COUNTY NAME), asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____ (APPROVAL/DISAPPROVAL).

| APPROVAL | | DISAPPROVAL | |
|---|---|---|---|
| Yeas: | _____ | Yeas: | _____ |
| Nays: | _____ | Nays: | _____ |
| Absent: | _____ | Absent: | _____ |

---

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a _____ (REGULAR OR SPECIAL) meeting held on _____ (DATE).

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO: REQUEST FROM NINO & NICK, LLC TO TRANSFER OWNERSHIP OF A 2009 CLASS C-LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT LOCATED AT 391 N. TELEGRAPH, MONROE, MI 48162, MONROE COUNTY, FROM FRESCA, INC.**

**DISCUSSION:** The City received a request from Anthony Perna and Nicholas Sacco (Nino & Nick, LLC) to transfer ownership of a 2009 Class C licensed business with dance-entertainment permit from Fresca, Inc.

The request was reviewed by the administrative staff and there were no objections. Inspections were conducted by the Police, Fire and Building Departments and there were no code violations. The Building Department recommends approval contingent upon final inspections and a certificate of occupancy from the department.

Therefore, it is recommended, that City Council approve this request contingent upon all items being met as outlined by the administration, without dressing rooms, and that the City Manager be authorized to approve the request after a final inspection by the Building Departments has occurred.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:**

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:** ☐For ☐Against

**REASON AGAINST:**

**INITIATED BY:**

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

# FINANCES

**COST AND REVENUE PROJECTIONS:**

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

**SOURCE OF FUNDS:**

| | Account Number | Amount |
|---|---|---|
| City | | $ |
| | | $ |
| | | $ |
| | | $ |
| | | $ |
| Other Funds | | $ |
| | | $ |
| | | $ |
| | | $ |

Budget Approval: _____

**FACT SHEET PREPARED BY:** City Manager's Office **DATE:** 8/14/09

**REVIEWED BY:** **DATE:**

**COUNCIL MEETING DATE:** 8/17/09

8/6/2009 CSS

Michigan Department of Energy, Labor & Economic Growth
**MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)**
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

**FOR MLCC USE ONLY**

Request ID # 519855

Business ID # 219241

# LOCAL APPROVAL NOTICE

[Authorized by MCL 436.1501]

June 16, 2009

RECEIVED
CHARLES D. EVANS
AUG 6 11 46 AM '09

**Monroe City Council**
**Attn: Clerk**
**120 E. First St.**
**Monroe, MI 48161-9986**

**APPLICANT**: Nino & Nick, LLC

**Home Address and Telephone No. or Contact Address and Telephone No.**:

**MEMBERS:**
Anthony Perna, 5267 W. Brookshire Court, Monroe, MI 48162 (734) 243-1632
Nicholas Sacco, 3524 Cherry Blossom Court, Unit 101, Estero, FL 33928 (239) 405-3600

**CONTACT:** Attorney Scott Edwards, 2855 Coolidge Hwy Ste 203, Troy, MI 48084
Phone: (248) 816-5000
248-816-3205

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division as (517) 366-4634.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

RECEIVED
AUG 06 2009
MAYOR'S OFFICE

8/6/09 C85

Request ID # 519855

# RESOLUTION

At a _____ meeting of the _____
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

**That the request from**

Nino & Nick, LLC to transfer ownership 2009 Class C licensed business with Dance-Entertainment permit located at 391 N. Telegraph, Monroe, MI 48162, Monroe County, from Fresca, Inc.

be considered for _____
(Approval or Disapproval)

| **APPROVAL** | **DISAPPROVAL** |
|---|---|
| Yeas: _____ | Yeas: _____ |
| Nays: _____ | Nays: _____ |
| Absent: _____ | Absent: _____ |

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or Not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____
(Date)

(Signed)_____
(Township, City or Village Clerk)

SEAL

_____
(Mailing address of Township, City or Village)

| | |
|---|---|
| LC-1305 (Rev. 08/2006)<br>Authority: MCL 436.1501<br>Completion: Mandatory<br>Penalty: No License | The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency. |

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Nino & Nick, LLC to transfer ownership of a 2009 Class C licensed business with Dance-Entertainment permit located at 391 N. Telegraph, MI, 48162 from Fresca, Inc.**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **8/7/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | 8-10-09 | 8-10-09 | |
| J. Green | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:**

No comments

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Nino & Nick, LLC to transfer ownership of a 2009 Class C licensed business with Dance-Entertainment permit located at 391 N. Telegraph, MI, 48162 from Fresca, Inc.**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **8/7/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Green | Review and Comment | 8.7.09 | 8.14.09 | |
| P. Lewis | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:** NO OBJECTIONS

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Nino & Nick, LLC to transfer ownership of a 2009 Class C licensed business with Dance-Entertainment permit located at 391 N. Telegraph, MI, 48162 from Fresca, Inc.**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **8/10/09** **SUSPENSE:** **A.S.A.P.**

RECEIVED
AUG 11 2009
BUILDING DEPARTMENT
City of Monroe, Mich.

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Green | Review and Comment | | | |
| J. Lehmann | Review and Comment | 8/11/09 | 8/11/09 | JAL See Comment |
| P. Lewis | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:** There are active permits for this project, this transfer is ok as soon as the recieve final inspections and a C of O from our department.

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Nino & Nick, LLC to transfer ownership of a 2009 Class C licensed business with Dance-Entertainment permit located at 391 N. Telegraph, MI, 48162 from Fresca, Inc.**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **8/7/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Green | Review and Comment | | | |
| P. Lewis | Review and Comment | 8/7/09 | 8/10/09 | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:**

No objections.

## Weaver, Patricia

**From:** Michrina, John
**Sent:** Thursday, August 13, 2009 4:30 PM
**To:** Weaver, Patricia
**Subject:** Request from Nino and Nick, LCC transfer onwership of a 2009 Class C LIcensed Business with Dance-Entertainment permit located at 391 North Telegraph

The police Department has no objection to the transfer

John Michrina
Chief of Police
Monroe Police Department
100 East Second
Monroe, MI 48161

734.243.7515

www.monroepolice.org

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Nino & Nick, LLC to transfer ownership of a 2009 Class C licensed business with Dance-Entertainment permit located at 391 N. Telegraph, MI, 48162 from Fresca, Inc.**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **8/7/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Green | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment OK | 8-10-09 | 8-10-09 | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:**

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Nino & Nick, LLC to transfer ownership of a 2009 Class C licensed business with Dance-Entertainment permit located at 391 N. Telegraph, MI, 48162 from Fresca, Inc.**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **8/7/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | 8-10-09 | 8-10-09 | |
| J. Green | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| T. Ready | Review and Comment | 8/7/09 | 8/10/09 | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:** No comments

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Nino & Nick, LLC to transfer ownership of a 2009 Class C licensed business with Dance-Entertainment permit located at 391 N. Telegraph, MI, 48162 from Fresca, Inc.**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **8/7/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Green | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | 8/7 | 8/7 | ES |
| G. Brown | Review and Comment | | | |

**SUMMARY:**

No Objection -

EB

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Nino & Nick, LLC to transfer ownership of a 2009 Class C licensed business with Dance-Entertainment permit located at 391 N. Telegraph, MI, 48162 from Fresca, Inc.**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **8/7/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Green | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | 8/10/09 | |

**SUMMARY:**

# CITY COUNCIL
# AGENDA FACT SHEET

**RELATING TO: REQUEST FROM FATIMA ELABED FOR A NEW RESORT SDD LICENSE TO BE ISSUED UNDER R 436.1531(5) TO BE HELD IN CONJUNCTION WITH AN EXISTING 2009 SDM LICENSE LOCATED AT 467 MICHIGAN AVE., MONROE**

**DISCUSSION:** The City received a request from Fatima Elabed AKA Fatmeh Elabed, for a new resort SDD license in conjunction with an existing 2009 SDM license located at 467 Michigan Avenue, Monroe.

The request was reviewed by the administrative staff and there were objections / concerns from the Planning and Engineering Departments.

The Building Department inspection reports that extension cords need to be replaced with permanent wiring; shall require permit.

Inspections were conducted by the Police and Fire Departments and there were no code violations.

Therefore, it is recommended, that City Council request that this application be denied based on staff findings that the current use of the subject property is zoning non-conforming, and the expansion of that use is discouraged by the City Comprehensive Plan and Zoning Ordinance.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** August 17, 2009

**REASON FOR DEADLINE:** Liquor Control Commission guidelines

**STAFF RECOMMENDATION:** ☐For ☐Against

**REASON AGAINST:**

**INITIATED BY:**

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

# FINANCES

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

| **SOURCE OF FUNDS:** | City | Account Number | Amount |
|---|---|---|---|
| | | | $ NA |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | Other Funds | | $ |
| | | | $ |
| | | | $ |
| | | | $ |

Budget Approval: _____

**FACT SHEET PREPARED BY:** City Manager's Office **DATE:** 8/14/09

**REVIEWED BY:** George A. Brown, City Manager **DATE:** 8/14/09

**COUNCIL MEETING DATE:** 8/17/09

Michigan Department of Energy, Labor & Economic Growth
**MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)**
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

# LOCAL GOVERNMENT 15-DAY NOTICE

[Authorized by R 436.1105 (2d) and (3)]

RECEIVED
CHARLES D. EVANS
JUN 24 10 15 AM '09

JUNE 22, 2009

MONROE CITY COUNCIL
ATTN: CLERK
120 E. FIRST STREET
MONROE, MI 48161-9986

Request ID #: 521172

The Michigan Liquor Control Commission has received an application from FATIMA H. ELABED AKA FATMEH H. ELABED REQUESTS NEW RESORT SDD LICENSE TO BE ISSUED UNDER R 436.1531(5) TO BE HELD IN CONJUNCTION WITH EXISTING 2009 SDM LICENSE.

Home address and telephone number:

FATIMA H. ELABED AKA FATMEH H. ELABED, 467 MICHIGAN, MONROE, MI 48161, B (743) 242-1555

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine for consumption off the premises only. Specially Designated Distributor (SDD) licenses permit the sale of alcoholic liquor, other than beer and wine under 21 per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted by the local law enforcement agency and investigative forms will be released to them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor Control Code, Rules and Related Laws for off-premise licenses, the local governing body, or its designee, may notify the Commission at the above address within 15 days of receipt of this letter if the applicant location will not be in compliance with all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the applicable laws and ordinances. A copy of the law and/or ordinance may be submitted with the notification.

If you have any questions, contact the appropriate unit (On Premises, Off Premises or Manufacturers & Wholesalers) at (517) 322-1400.

rlb

RECEIVED
JUN 23 2009
MAYOR'S OFFICE

| | |
|---|---|
| LC-3104(Rev. 09/05)<br>Authority: R436.1105(2d) and (3)<br>Completion: Mandatory<br>Penalty: No License | DELEG is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities. Michigan Liquor Control Commission 7150 Harris Drive • P.O. Box 30005 • Lansing, Michigan 48909-7505 www.michigan.gov/lcc • (517) 322-1345 Lansing Office |

# Memorandum

DATE: August 14, 2009

TO: City Manager's Office

FROM: Jeffrey Green, AICP
Interim Director
Department of Planning & Recreation

SUBJECT: Request from Fatima H. Elabed for Resort SDD License at 467 Michigan Avenue.

---

The notice provided by the Michigan Liquor Control Commission (MLCC) regarding the request for a new SDD License at the above address. Given the limited information provided in the notice, the Planning Office is unable to fully evaluate the request and determine its appropriateness.

The department would recommend requesting additional information from the applicant that explains why the request for a Resort SDD license is being sought. How it would benefit their business? And, what are the owner's future plans for the store, if different from what they are doing now? Currently, the convenience store/market is a non-conforming use.

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Fatima H. Elabed for a new resort SDD license to be issued under R436.1531(5) to be held in conjunction with an existing 2009 SDM license located at 467 Michigan Ave., Monroe**

**INITIATING DEPARTMENT:** **City Manager's Office**

RECEIVED
JUN 26 2009
BUILDING DEPARTMENT
City of Monroe, Mich.

**DATE:** **6/25/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| J. Lehmann | Review and Comment | 6/29/09 | 8/12/09 | JKL OK see note |
| P. Lewis | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:** Need to replace extension cords with permanent wiring shall require permit.

## Lewis, Crystal

**From:** Lewis, Crystal
**Sent:** Wednesday, July 29, 2009 2:14 PM
**To:** Weaver, Patricia; Lehmann, Joseph
**Subject:** Liquor Control Inspection at 467 Michigan Ave - Anthony's Party Store

We received the Liquor Control Application for 467 Michigan Ave - Anthony's Party Store on July 20. The inspection was scheduled for July 23rd and the owner re-scheduled the inspection for July 30th at 1:30 p.m.

Thank you, Crystal

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Fatima H. Elabed for a new resort SDD license to be issued under R436.1531(5) to be held in conjunction with an existing 2009 SDM license located at 467 Michigan Ave., Monroe**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **6/25/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| J. Lehmann | Review and Comment | | | |
| ✓ P. Lewis | Review and Comment | 6/25/09 | 6/25/09 | Frank M. Lewis |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:** While this issue is outside of the normal perview of the Engineering & Public Services Department, it is philosophically inappropriate to intensify an existing non-conforming use by expanding alcohol sales for a site completely surrounded by existing residences. It is also felt that, since it is believed the "resort" category licenses are more limited, they should be utilized as a true economic development tool. It is recommended that this request be denied.

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Fatima H. Elabed for a new resort SDD license to be issued under R436.1531(5) to be held in conjunction with an existing 2009 SDM license located at 467 Michigan Ave., Monroe**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **6/25/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

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|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| J. Lehmann | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | 6/25/09 | G Brown * |

**SUMMARY:**

* subject to Police, Bldg & Planning Dept inputs & recommendations. GB

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Fatima H. Elabed for a new resort SDD license to be issued under R436.1531(5) to be held in conjunction with an existing 2009 SDM license located at 467 Michigan Ave., Monroe**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **6/25/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

| DEPARTMENT | ACTIVITY REQUIRED | DATE RECEIVED | DATE TRANSMITTED | DEPARTMENT SIGNATURE |
|---|---|---|---|---|
| C. Evans | Review and Comment | 6-26-09 | 6-26-09 | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| J. Lehmann | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:**

No Comments

## Weaver, Patricia

**From:** Michrina, John
**Sent:** Thursday, August 13, 2009 4:31 PM
**To:** Weaver, Patricia
**Subject:** RE: SDD License review - 467 Michigan Ave

The police department has no objection to the request

-----Original Message-----
From: Weaver, Patricia
Sent: Tuesday, August 11, 2009 9:03 AM
To: Michrina, John; Green, Jeffrey
Subject: SDD License review - 467 Michigan Ave

Chief and Jeff,

Do you have anything to report on this request?

Pat Weaver
Administrative Assistant to the Mayor/Manager City of Monroe 120 E. First St.
Monroe, MI 48161
734.384.9144

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Fatima H. Elabed for a new resort SDD license to be issued under R436.1531(5) to be held in conjunction with an existing 2009 SDM license located at 467 Michigan Ave., Monroe**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **6/25/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

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|---|---|---|---|---|
| C. Evans | Review and Comment | | | |
| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment OK | 6-25-09 | 6-25-09 | |
| J. Lehmann | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:**

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Fatima H. Elabed for a new resort SDD license to be issued under R436.1531(5) to be held in conjunction with an existing 2009 SDM license located at 467 Michigan Ave., Monroe**

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**DATE:** **6/25/09** **SUSPENSE:** **A.S.A.P.**

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| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| J. Lehmann | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| T. Ready | Review and Comment | 6/25/09 | 6/26/09 | T. R |
| E. Sell | Review and Comment | | | |
| G. Brown | Review and Comment | | | |

**SUMMARY:**

# CITY OF MONROE
# INTERDEPARTMENT ACTIVITY FORM

**ADMINISTRATIVE ACTIVITY:** **Request from Fatima H. Elabed for a new resort SDD license to be issued under R436.1531(5) to be held in conjunction with an existing 2009 SDM license located at 467 Michigan Ave., Monroe**

**INITIATING DEPARTMENT:** **City Manager's Office**

**DATE:** **6/25/09** **SUSPENSE:** **A.S.A.P.**

**DEPARTMENT ROUTING:**

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| J. Michrina | Review and Comment | | | |
| J. Mominee | Review and Comment | | | |
| J. Lehmann | Review and Comment | | | |
| P. Lewis | Review and Comment | | | |
| T. Ready | Review and Comment | | | |
| E. Sell | Review and Comment | 6/25 | 6/25 | ES |
| G. Brown | Review and Comment | | | |

**SUMMARY:**

No Objection/ Comment.

ES