RULE OF THE CHAMBER

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

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

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

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

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

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

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

AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 7, 2010

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Councilwoman Conner – National Association of Insurance and Financial Advisors and Charlie Sanders Scholarship Fund.

Presentation by Ken Gilsdorf, CSX Transportation Community Affairs Director, regarding CSX's plan to conduct a "train speed increase"

V. PROCLAMATIONS.

108 Exercise Is Medicine Week – June 7-13, 2010..

VI. COUNCIL ACTION.

82 Postponed at the April 19, 2010 meeting.

Communication from the City Manager's Office, submitting a service agreement that renews the agreement, as modified by the City Attorney, between the City of Monroe and the Monroe County Library System for an additional 4 years, and recommending that Council approve the service agreement. It was moved by Councilman Molenda and seconded by Councilman Beneteau that item 82 be postponed for further discussion and a meeting with the Monroe County Library System.

VII. 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, May 17, 2010 and the Minutes of the Regular Meeting held on Monday, May 17, 2010.

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

109 Capital Asset Software Purchase.

1. Communication from the Finance Director, submitting an agreement for the .Net version of the fixed asset module available from BS&A Software, and recommending that Council authorize the Finance Director to enter into an agreement with BS&A Software for the purchase of its .Net fixed asset software, including training and data conversion, in the total amount of $9,095.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

110 St. Michael's We Care Banner Request.

1. Communication from the City Manager's Office reporting back on a request from St. Michael's We care for permission to display two banners across East Front and Monroe Streets from February 1 – 20, 2011, announcing the annual telethon, and recommending approval of the request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

111 St. Michael's We Care – Proposed Resolution.

1. Communication from the City Manager's Office submitting a proposed resolution to recognize St. Michael's We Care as a non-profit organization in the Monroe community, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

112 Scott Street Resurfacing Funding Contract with MDOT.

1. Communication from the Director of Engineering & Public Services, submitting a proposed resolution delineating the terms of the Scott Street Resurfacing Funding Contract with MDOT and the actual agreement itself, and recommending that the attached resolution be approved, and that the local share of the costs be appropriated as detailed in the financial information below.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

113 Custer Drive Resurfacing Funding Contract with MDOT.

1. Communication from the Department of Engineering & Public Services, submitting a proposed resolution delineating the terms of the Custer Drive Resurfacing Funding Contract with MDOT and the actual agreement itself, and recommending that Council approve the attached resolution and that the local share of the costs be appropriated as detailed in the financial information below.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

114 Erie Street Sanitary Sewer Replacement – Change Order.

1. Communication from the Department of Engineering & Public Services, submitting a Change Order to the 2010 Sanitary Sewer Rehabilitation Program, to install a new manhole on the existing sewer where it has been presently exposed, and recommending that a Change Order in the amount of $23,300 be issued to Schumaker Brothers Construction for the Erie Street Replacement and West Front Street Manhole projects, and that a total of $28,000 be encumbered to include a 20% contingency, and further recommending that the Director of Engineering & Public Services be authorized to execute the change order on behalf of the City.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

115 New Resort SDD License Request.

1. Communication from the City Manager's Office, reporting back on a request from Seth P. Tompkins, Attorney representing Fatima Elabed for City Council reconsideration of previous recommendation to deny 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 Avenue based on staff finding that the current use of the property is a zoning non-conforming use (i.e. commercial use on a residential zoned lot, also with insufficient off-street parking), and expansion of that use was discouraged by the City Comprehensive Plan and Zoning Ordinance, and recommending that at this time Council not reconsider its August 17, 2009 denial of the request by Fatima Elabed for a resort SDD liquor license for the property located at 467 Michigan Avenue.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

116 COMEA Unit I 2010-2011 Wage Concession.

1. Communication from the Director of Human Resources, submitting a letter of understanding and tentative agreement between the City of Monroe and COMEA Unit I that will cancel and reestablish a 2% base wage adjustment effective June 30, 2011, and recommending, based on the favorable ratification vote by the Union on Wednesday, June 2, 2010, that Council approve the attached Letter of Understanding.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

117 Proposed Moratorium on Resort SDD Licenses.

1. Communication from the Interim Director of Planning & Recreation, submitting a proposed resolution to place a six (6) month moratorium on all requests and applications for Resort SDD license, and recommending that the attached resolution implement the six (6) month moratorium and authorize staff to undertake the necessary steps to develop a study consistent with the resolution and the direction of the City Manager.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

VIII. MAYOR'S COMMENTS.

IX. CITY MANAGER COMMUNICATION.

X. COUNCIL COMMENTS.

XI. CITIZEN COMMENTS

XII. CLOSED SESSION TO DISCUSS PENDING LITIGATION AND COLLECTIVE BARGAINING.

XIII. ADJOURNMENT.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: MONROE COUNTY LIBRARY SYSTEM SERVICE AGREEMENT

DISCUSSION: The agreement between the City of Monroe and the Monroe County Library System was entered into on September 24, 1984, for library services. The agreement was amended on July 1, 1995, and designated the City as the responsible party for certain capital improvements and water and sewer line repair and replacement. At it's June 5, 2000 meeting, Council extended the service agreement with the Library.

The attached service agreement renews the agreement, as modified by our City Attorney, for an additional 4 years from the date of execution and may be renewed for an additional 4 year term upon mutual written notices of intent provided by the parties at least 30 days before the expiration of the current term.

The City Manager recommends that City Council approve the service agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☐For ☐Against

REASON AGAINST:

INITIATED BY: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 4/9/10

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 4/19/10

MONROE COUNTY LIBRARY SYSTEM
BRANCH LIBRARY SERVICE AGREEMENT
(City Libraries)

The Monroe County Library System (MCLS) and the City of Monroe, Michigan (Municipality) agree to provide library services under the following terms:

1. The services will be provided at 18 East First Street, commonly known as the Dorsch Memorial branch and 1135 East Second Street, commonly known as the L.S. Navarre Branch of the Monroe County Library System.

2. Except as specified below, Municipality shall provide and equip a library building at the above locations and shall pay all expenses for the building including:

    a. Capital improvements (defined for the purposes of this agreement as acquisition or replacement of major capital items with a life expectancy of five (5) years and a cost in excess of ten thousand ($10,000.00) to the City library facilities).
    b. Water or sewer line repair and/or replacement costs associated with service to the facilities.
    c. Snow removal from alleyways and parking lots.
    d. Furniture and equipment, including shelving for materials. Furniture and shelving that is purchased with city funds is the property of the City.
    e. Compensation to MCLS for, grounds keeping, utilities, janitorial services and related costs for the above referenced library facilities according to the process described in number 8 below.

3. If a community room is available in the building, Municipality shall establish a policy for its use and provide MCLS with a copy of that policy.

4. Municipality shall provide MCLS with the name, address and telephone number(s) of a contact person who can make arrangements for routine repairs as well as respond to emergency calls from MCLS staff for assistance, and/or repairs. Until further notice by Municipality, the contact person shall be _____whose telephone number is _____.

5. Municipality shall appoint an advisory board, which will assume responsibility for overseeing the branch library facilities. The advisory board will be authorized to advise at least annually both the Municipality and MCLS concerning the operations of the branch library facilities.

6. MCLS shall provide.

    a. A collection of books and other materials intended to meet the informational and recreational needs of citizens, within the limits of the space provided.
    b. Sufficient staff to operate the branch.

c. Computer terminals, duplicating equipment, and a fax machine.
d. Regular community programs within the limits of the space provided.
e. Local and long distance telephone service.
f. Connection to the MCLS wide area network.
g. An Annual report to Municipality of branch and MCLS activities.
h. MCLS shall be responsible for, grounds keeping, utilities, janitorial services and related costs for the above referenced library facilities.
i. Snow removal from and salting of the sidewalks at both locations.

7. MCLS shall provide Municipality with the name and telephone number of a contact person at each branch and that the administrative office. Such contact persons shall be authorized to request routine as well as emergency repairs from municipality.

8. MCLS further agrees to submit its requests for funding to cover the costs described in paragraph 6(h) above and for capital improvements as part of the City's annual budget preparation and adoption procedures. Any funding approved by the City to cover the costs described in paragraph 8(h) shall be disbursed to the MCLS in four quarterly payments. Any funding approved by the city for capital improvement projects shall be disbursed according to the project schedule. MCLS agrees to provide a quarterly report to the Municipality showing how funds received under this contract are used.

9. Library services will be delivered free of charge to any person requesting such service. However, borrowing privileges will be limited to persons having a valid MCLS or statewide library card.

10. Municipality shall maintain in effect a general liability insurance policy insuring against all claims regarding the condition of the buildings, the grounds and the equipment provided by Municipality. The insurance policy shall have a limit of not less than one million dollars. Certification that the insurance is currently in effect shall be provided to MCLS.

11. Municipality shall indemnify, defend and hold harmless MCLS regarding its obligations to provide and equip the buildings pursuant to above paragraph 2.

12. MCLS shall maintain in effect general liability insurance against all claims regarding its operation of the library branch. The insurance shall have a limit of not less than one million dollars. Evidence of the insurance shall be provided to Municipality upon request.

13. MCLS shall indemnify, defend and hold harmless Municipality regarding its obligations for library operations and maintenance pursuant to above paragraph 6.

14. If the building or grounds becomes unsafe or unsuitable for library operations, MCLS may close the branch until necessary repairs are made. If the repairs are not made within 30 days, MCLS may terminate this agreement.

14. This agreement may be terminated by either party upon 60 days written notice to the other party. Except for the obligations of above paragraphs 9-12, the sole remedy for a claim of violation of this agreement, shall be the termination of the agreement.

15. This agreement shall be in effect for a period 4 years from the date of execution specified below. It may be renewed for additional 4 year terms upon mutual written notices of intent provided by the parties at least 30 days before the expiration of the current term.

Monroe County Library System		**City of Monroe**	
_____		_____	
Chair, MCLS Board	Date	Mayor	Date
_____		_____	
Secretary, MCLS Board	Date	Clerk/Treasurer	Date
_____		_____	
Witness, MCLS		Witness	

2/10/10

Budget proposal for City libraries per contract with City of Monroe for FY 2010-2011

Janitorial service for Dorsch and Navarre	$18,000
MCLS labor	$10,000
Telephone (Dorsch-4 lines, Navarre 1 line)	$4,500
Utilities	$25,000
total	$57,500

Nancy Colpaert
241-5770
nancy.colpaert@monroe.lib.mi.us

P R O C L A M A T I O N

WHEREAS, the health benefits of physical activity and exercise can do so much to improve the quality of life for everyone; and

WHEREAS, all citizens are encouraged to speak with their physicians about how physical activity and exercise may help treat or prevent numerous chronic conditions, such as hypertension, cardiac disease and diabetes; and

WHEREAS, all physicians and other health care providers are encouraged to talk to their patients about the health benefits of exercise and to strongly recommend that their patients engage in appropriate exercise; and

WHEREAS, regular, moderate-intensity exercise has curative and protective health benefits; and

WHEREAS, a healthier populace means cost savings, greater participation in the workforce and other benefits to society at large; and

WHEREAS, regular physical activity and exercise is indeed a powerful prescription, with great potential to improve the health of all Americans; and

WHEREAS, May 2010 was declared National Exercise is Medicine™ Month; and

WHEREAS, the American College of Sports Medicine and Mind Body Balance call on health care organizations, physicians and other professionals, regardless of specialty, to assess, to advocate for, and to review every patient's physical activity program during every comprehensive visit.

NOW, THEREFORE, I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim June 7 - 13, 2010, as **"EXERCISE IS MEDICINE WEEK**" in Monroe, and we encourage all citizens to participate in activities and observances relating to Exercise is Medicine Month in the interests of better health and quality of life for all.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 7th day of June 2010.

_____
Robert E. Clark, Mayor

Council Members:

Jeffery A. Hensley, Precinct 1	Edward F. Paisley, Precinct 2
Christopher M. Bica, Precinct 3	Jeremy J. Molenda, Precinct 4
Mary V. Conner, Precinct 5	Brian P. Beneteau, Precinct 6

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Capital Asset Software Purchase

DISCUSSION: The City, around the year 2001, was faced with the task of complying with Governmental Accounting Standards Board Statement 34, which among other things, required the City to begin accounting for certain infrastructure assets differently than it might have done so in the past. As a part of getting up to speed with that new accounting requirement, the City hired a firm to inventory its capital assets and a software program was provided to continue the maintenance of the inventory and to meet the annual accounting requirements related to capital assets as a group. That software is still in use today. It resides on one computer in the Finance Department and is not accessible over the network by other staff members. It also receives no support from the company that provided it.

In 2008, the City Council approved the purchase of a computerized maintenance management software (CMMS) program from Cartegraph. One of the intended uses of the program was for the Finance Department to replace its capital asset software with the Cartegraph product. The price of the software was included in the original price approved by the City Council, but the conversion of our data to the new software was not. The cost to convert our data was quoted at $7,200. We also realized that there would be no real linking of our accounting data with the other asset data that was in the program and for that reason there was no real benefit to using Cartegraph over our current program other than it was networked and ongoing support would be available. The portion of the Cartegraph program that the Finance Department would be using for capital asset accounting purposes also did not seem to receive a lot of support from Cartegraph and was more of an add-on that wasn't highly used by Cartegraph's customers.

In the past, we had considered purchasing a capital asset software product from our financial software vendor, BS&A Software. We were close to making that recommendation in the past, but ended up going with Cartegraph because of the possible linking of our asset maintenance data. Since that won't happen, I am now back to considering and recommending the purchase of the .Net version of the fixed asset module available from BS&A Software. The product will link with our current financial software, be available over the network, and be supported very well through BS&A. It will also provide some efficiency by linking our accounts payable, purchasing, and fixed asset processes. The cost of the software is $4,295 and an additional $3,000 will be required to convert our data from the current software. We currently have $5,900 remaining on the purchase order that was issued to Cartegraph. The remaining amount can be funded from the Information Systems Fund. The proposal that is attached also lists two days of training at $900 per day. I don't expect to need more than ½ day of training and will try to do it online or at BS&A's offices to reduce the cost. I will request funding of the full proposal, but I don't expect to need the full amount. The support contract that is listed in the proposal will be a budget request for the 2012 budget. We carry service and support contracts on all BS&A software products.

It is recommended that the Mayor and City Council authorize the Finance Director to enter into an agreement with BS&A Software for the purchase of its .Net fixed asset software, including training and data conversion, in the total amount of $9,095

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Finance Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 9,095
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
Water Fund	591-40.538-977.000-08C15	$ 2,619.29
Wastewater Fund	590-75.521-977.000-08C15	$ 1,163.87
Stores and Equipment Fund	641-60.521-977.000-08C15	$ 501.59
Capital Projects Fund	401-95.915-977.000-08C15	$ 1,616.17
Information Systems Fund	636-30.915-977.000	$ 3,194.08
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: BS

FACT SHEET PREPARED BY: Edward Sell, Finance Director **DATE:** June 1, 2010

REVIEWED BY: Edward J. Sell Jr. **DATE:** 6/1/2010

COUNCIL MEETING DATE: June 7, 2010

BS&A SOFTWARE
www.bsasoftware.com

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

PROPOSAL FOR
CITY OF MONROE, MONROE COUNTY

FUND ACCOUNTING SYSTEMS

NETWORK VERSION

Prices based on approx. 8,788 parcels.

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

Fixed Assets System	$4,295

DATA CONVERSION

(Conversion fees do not include data extraction from your existing software. These services can be performed by BS & A for a fee of $100/hr.) Data must be received in ASCII format.

Fixed Assets	$3,000

ON-SITE TRAINING/IMPLEMENTATION/PROGRAM INSTALL

Est. 2 days @ $900/day (all travel expenses included - billed for actual days used)	$1,800
Total	**$9,095**

Please mark the box if you wish to take advantage of our payment plan. Payment will be spread over multiple budget years, interest free. ☐ 2 – year

ANNUAL SERVICE AND SUPPORT

The first year is free, which includes new features and unlimited telephone support for the Equalizer Systems. Service and support for years 2 and 3 will be as follows, billed annually:

Fixed Assets	$860
Total:	**$860**

BS&A Software, Inc. guarantees that the annual fee will not change for 3 years from the date of the executed Service Agreement issued upon purchase of the system(s). After 3 years from the purchase date, BS&A Software reserves the right to increase the fee by no more than the cumulative yearly CPI.

Prices good for a period of 90 days from date on proposal.

BS&A SOFTWARE
www.bsasoftware.com

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

IMPORTANT PROPOSAL NOTES:

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

*** Prices above DO NOT include: Program Customization or Training beyond the estimated days**

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

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

Recommendation:
- **Workgroup Edition**

Internet & Server Considerations:

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

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

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

Signature below constitutes:

1) An order for products & services as quoted in this proposal
2) That you have read and concur with the hardware specifications required to efficiently operate the .Net applications.

Quoted by: Jason Hafner, **May 24, 2010**

Accepted by: _____, **Date:** _____

BS&A SOFTWARE
www.bsasoftware.com

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

PLEASE COMPLETE THE FOLLOWING FOR OUR RECORDS

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

Contact Person for PROGRAM UPDATES:
Contact Name _____ Title _____
Phone Number _____
Email _____

IT Contact Person:
Contact Name _____ Title _____
Phone Number _____
Email _____

Do you have a high speed Internet connection? _____

PLEASE FAX BACK ALL PAGES

Prices good for a period of 90 days from date on proposal.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REQUEST FROM ST. MICHAEL'S WE CARE FOR PERMISSION TO DISPLAY TWO BANNERS ACROSS EAST FRONT AND MONROE STREETS FROM FEBRUARY 1 - 20, 2011

DISCUSSION: The City received a request from St. Michael's We Care for permission to display two banners across East Front and Monroe Streets from February 1 – 20, 2011, announcing the annual telethon.

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

Manager: The City Manager recommends approval of the request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☐For ☐Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

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:** 5/24/10

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/7/10

CITY OF MONROE, MICHIGAN
BANNER APPLICATION

Name of Applicant Priscilla Hutra

Name of Organization St. Michael's We Care

Applicant's Affiliation with Organization Vice President

Applicant's Home Address 3010 N. Custer Rd Day Phone 734.242.0153

Monroe, MI 48162

Mailing Address (if different) _____ Evening Phone _____

_____

Type of Banner ☑ Overhead Banner ($50) o Vertical Pole Banner ($25/banner)

Overhead Banner Locations: (List as 1 for first choice, 2 for second...)

__1__ E. Front St. Dates Requested February 1, 2011 - Feb 20 2011

_____**W. First St. (new location)** Asking for 2 locations

__1__ Monroe St. near First St.

****4/25/08 – W. Front Street location is broken and no requests will be taken until the pole has been repaired.**

Vertical Pole Banner Locations: (List the total number of banners to be displayed and choice of placement location.)

No. of Banners: _____ Monroe St. (42) o Spring (March-May)

____ Elm St. (8) o Summer (June-Aug.)

____ First St. (8) o Fall (Sept.-Nov.)

____ Macomb St. (8) o Winter (Dec.-Feb.)

Company Fabricating Banners: _____

Please provide a sketch complete with banner specifications and message to be displayed for City Council Review. Applications will be accepted up to eleven (11) months in advance and no later than four (4) weeks prior to proposed installation date.

On behalf of the organization listed above, I, as applicant, hereby acknowledge receipt of the Banner Policy of the City of Monroe.

Applicant covenants and agrees to hold harmless from, indemnify and defend the City, its agents, officers and employees against all suits, demands, claims, judgments, liens, cost of repair or replacement of any damaged poles or electrical equipment, costs, attorney fees and expenses which may arise out of, result from or be caused by Applicant's banner installation.

Applicant covenants and agrees to strictly comply with all terms and conditions of the Banner Policy, and further understands and agrees that the City Council, in its sole and absolute discretion, may approve, deny or set any

conditions or limitations on any banner(s) which may be approved, or may at any time alter, amend, modify, rescind or revoke any approval, all without recourse or remedy by the Applicant, or liability of the City.

Applicant [illegible] Date 5-13-2010

25th
St Michael's We Care Telethon
Ka-2 Boy Center - Meyer Theatre
February 12, 2011
M34-

RECEIVED
MAY 14 2010
CITY MANAGER'S OFFICE

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: PROPOSED RESOLUTION TO RECOGNIZE ST. MICHAEL'S WE CARE, INC., AS A NON-PROFIT ORGANIZATION

DISCUSSION: St. Michael's We Care, Inc. has requested that they be officially recognized as a non-profit organization in the Monroe community. The Resolution of official recognition is necessary in order to apply for a charitable gaming license from the State of Michigan Lottery Division.

The proposed Resolution is presented for your review and approval.

It is recommended that the Resolution be adopted.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☒For ☐Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 5/24/10

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/7/10

RESOLUTION

WHEREAS, St. Michael's We Care, Inc. 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, St. Michael's We Care, Inc. has requested that the City Council of the City of Monroe pursuant to regulations of the Michigan Bureau of State Lottery formally recognize St. Michael's We Care, Inc. as a nonprofit organization operating in the community for the purpose of obtaining a gaming license issued by the Michigan Lottery.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Monroe hereby formally recognizes St. Michael's We Care, Inc. as a nonprofit organization operating in the community for the purpose of obtaining a gaming license issued by the Michigan Bureau of State Lottery.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be provided to St. Michael's We Care, Inc. so that they may file with the Michigan Bureau of State Lottery.

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(9))

At a _____ meeting of the _____
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at_____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION — CITY

county of _____, asking that they be recognized as a
COUNTY NAME

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 _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — 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.

st. michael's
we care inc.

Robert E. Clark, Mayor
Mayor's Office
City of Monroe
West Front St.
Monroe, Michigan 48161

Honorable Robert E. Clark,
Mayor, City of Monroe, MI

Attached please find Local Governing Body Resolution for Charitable Gaming License Form, and other informational Data for you to consider. We request that you review the information and complete the attached form so that we may obtain a Raffle License for July 10, 2010. Our Organization has been a part of Monroe Community for 26 years and has assisted hundreds of people with life threatening illness by paying medical costs for such illness.

If further information is necessary please contact me at 734-289-6830 home phone, or 734-819-1002 cell. Thank you for your consideration.

State of Michigan ORGANIZATION ID: 108633

Thank you,

Linda M. Welch, Treasurer
St. Michael's We Care, Inc
P.O. Box 2358
Monroe, Mi 48162
Fax: 734-289-6830

RECEIVED
MAY 17 2010
MAYOR'S OFFICE

Volunteers Who care!

Charitable Gaming Division
c/o Accounting
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing, MI 48933
(517) 335-5780
www.michigan.gov/cg

RAFFLE LICENSE APPLICATION

For Bureau Use Only

ALLOW 6 WEEKS FOR PROCESSING.
PLEASE PRINT OR TYPE IN BLUE OR BLACK INK.

QUALIFICATION INFORMATION

1. Organization Name: ST. MICHAEL'S WE CARE, INC
2. Organization ID Number or Last License Number Issued: 108633

3. Organization Street Address	City	State	Zip Code
3239 LAKEVIEW / BAYCREST	MONROE	MI	48162

Organization Mailing Address	City	State	Zip Code	County
P.O. BOX 2358	MONROE	MI	48161	MONROE

4. Has your organization ever received a license such as bingo, millionaire party, raffle, charity game ticket, or numeral game?

☒ Yes - Complete application and submit with the appropriate fee.

☐ No - Please follow the instructions on the qualification guideline. If a guideline was not included or you do not understand it, contact our office at (517) 335-5780 to inquire as to what documentation must be submitted to qualify for licensing.

5. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws?
☐ Yes ☒ No

6. Has your organization received contributions or made expenditures of $500 or more in the last calendar year for the purpose of influencing or attempting to influence the action of voters for or against the nomination or election of a candidate, or the qualification, passage, or defeat of a ballot question?
☐ Yes ☒ No

SIGNATURE(S)

7. Provide name, title, home address, and telephone numbers for the PRINCIPAL OFFICER, e.g., president, grand knight, worthy matron, etc., and the vice president or equivalent and one other officer of the organization. SIGNATURE OF PRINCIPAL OFFICER REQUIRED - OR - signatures of the vice president or equivalent and one other officer. **NOTE: Executive director signature not acceptable.**

Name and Title	Street, City, State, ZIP Code	Telephone Numbers
Principal Officer: Brian K. Welch	3239 Lakeview / Baycrest	Day: 734-457-8990
Title: President	Monroe, MI 48162	Evening: 734-289-6830
Signature of Principal Officer: [signature]		Date: 5-10-10

- OR -

Name and Title	Street, City, State, ZIP Code	Telephone Numbers
Vice President or Equivalent: Priscilla L. Hutra	3070 N. Custer Rd	Day: 734-242-0153
Title: Vice President	Monroe, MI 48162	Evening:
Signature of Vice President or Equivalent: [signature]		Date: 5-10-2010

Name and Title	Street, City, State, ZIP Code	Telephone Numbers
Other Officer: LINDA WELCH	3239 LAKEVIEW / BAYCREST	Day: 734.289.6830
Title: TREASURER	MONROE, MI 48162	Evening: 734.289.6830
Signature of Other Officer: [signature]		Date: 5.10.2010

By signing above, I CERTIFY that I am at least 18 years of age, the organization applying is a NONPROFIT organization, I have examined this application and there is no misrepresentation or falsification in the information stated or attached, and the facts underlying our original qualification status remain unchanged. I FURTHER CERTIFY that I am aware that false or misleading statements will be cause for rejection of this application or revocation of the right to obtain any future licenses and I AM AWARE OF AND AGREE TO the conditions of Act 382 of the Public Acts of 1972, as amended, and the rules and directives of the Michigan Bureau of State Lottery.

PLEASE COMPLETE THE BACK PAGE OF THIS APPLICATION
PLEASE MAKE A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS

COMPLETION: Required for licensure.
PENALTY: No license will be issued.

Authority: Act 382 of the Public Acts of 1972, as amended.

RAFFLE INFORMATION

8. Contact Person			9. Raffle Location (building name, if any)	
LINDA WELCH			PIROLLI PARK	
Mailing Address Where License Should Be Sent			Street Address	
3239 LAKEVIEW / BAYCREST			6030 Petersburg-Sylvania Rd	
City	State	ZIP Code	City	
Monroe	MI	48162	Petersburg, MI	
Telephone Number (Day)	Telephone Number (Evening)		ZIP Code	County
734.289.6830	734.289.6830		49270	Monroe

10. List name, home address, and telephone numbers of the person(s) in charge of raffle. Must be member for 6 months. If more than one chairperson, attach additional list.

Raffle Chairperson	Street, City, State, ZIP Code	Telephone Numbers
Name: PAT PIROLLI	6030 Petersburg-Sylvania Rd	Day: 734-777-4240
	Petersburg, MI 49270	Evening: 734-777-4240

11. If the total value of all prizes awarded in one day is $500 or **LESS**, complete this section.

SMALL

Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):

Date _____ Time a.m. _____ to _____ a.m.

Date _____ Time a.m. _____ to _____ a.m.

Date _____ Time a.m. _____ to _____ a.m.

☐ Check here if there are additional drawing dates and attach list.

License Fee:

All drawing dates included on this application must be at the same location.
$15 for 1, 2, or 3 drawing dates plus $5 for each additional drawing date.
(Example: 1 drawing date = $15 fee, 6 drawing dates = $30 fee.)

Enter the total number of small drawing dates. _____

$15

-OR- If the total value of all prizes awarded in one day is **MORE** than $500, complete this section.

LARGE

Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):

Date 7.10.2010 Time a.m. 10:00 to 11:00 p.m.

Date 7.10.2010 Time a.m. 11:00 to 11:00 p.m.

☐ Check here if there are additional drawing dates and attach list.

License Fee:

All drawing dates included on this application must be at the same location.

$50 x 1 (Number of Dates) = $0 50.00

TICKET INFORMATION

12. Will you be conducting an in-house raffle ONLY where there is no presale of the raffle tickets before the occasion? ☒ Yes ☐ No
If yes, there is no need to complete the raffle ticket below.

13. ▪ Complete the boxes below in ink; ensure the ticket is printed with all of the required items. See Raffle Rule 506.

▪ Indicate any additional information that will appear on the actual tickets.

RAFFLE

001 Ticket #

Name of Licensee

Drawing Date(s)

Drawing Time(s) p.m.

Prizes

First Prize *

Second Prize (if applicable)

Third Prize (if applicable)

Minimum 50/50 Prize (if applicable)

Ticket Price

Raffle Location

(to be added when issued)
License Number

001 Ticket #

Purchaser's Name

Purchaser's Address

Purchaser's Phone #

* For large prizes, you may want to include a disclaimer that states "If xxx (indicate number) tickets are not sold, the drawing will revert to a 50/50 raffle with the minimum prize of $xxx (indicate dollar amount) awarded."

Make checks payable to: STATE OF MICHIGAN

Submit completed application, supporting documents, and license fee to:
Charitable Gaming Division, c/o Accounting, Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY: 101 E. Hillsdale, Lansing, MI 48933

CONSTITUTION AND BY LAWS
Of
ST. MICHAEL'S WE CARE, INC.

CONSTITUTION

ARTICLE I –NAME

SECTION 1: The name of the organization shall be St. Michael's We Care, Inc.

SECTION 2: The principle address of this organization shall be located in Monroe County, State of Michigan, at P.O. Box 2358, Monroe, Michigan 48161 or at such other locations in said county to be determined at the discretion of the Board of Directors.

ARTICLE II - AFFILIATION

This organization is not affiliated with any state or national organization. St. Michael's WE CARE<Inc. is non-denominational and open to any race, creed and gender.

ARTICLE III – MISSION STATEMENT

The mission of this organization is to offer monetary and other assistance to individuals residing in Monroe County, Michigan with life threatening illness's to be paid after the use of insurance (if any),other organizations, and or money derived from individual fund raiser is exhausted.

ARTICLE IV – ORIGINATION OF FUNDS

All funds used by St. Michael's We Care, Inc. shall originate from donations and fund raising events sponsored or co-sponsored by St. Michael's WE CARE, INC. A letter of intent concerning the rights to said money must be signed by the Board of Directors and the Sponsor of the event involved prior to said event and the proceeds to be given to St. Michael's WE CARE, INC., no in aforementioned letter. This letter of intent must be renewed each fiscal year.

ARTICLE V – GOVERNMENT

SECTION 1: The government of this organization shall be vested in a board of directors consisting of:

i) President
ii) Vice-President
iii) Secretary
iv) Treasurer
v) Trustees (up to four}
vi) Telethon ~~Director~~

Each member elected to the board of directors shall have one (1) vote on any matter brought before the board of directors, (the President or presiding officer

shall not vote on matters unless his/her vote is needed to determine the outcome of a tie vote).

Section 2 The officer of this organization shall be elected in the manner prescribed by the bylaws and shall hold office for a period of one year or until their successors are duly elected and charged.

Section 3

The President shall appoint four (4) Trustees and the Telethon ~~Director~~ with the approval of the Executive Board. These positions shall have full voting rights as members of the Board of Directors. The term of office is one year

ARTICLE V

This constitution may be amended by a 2/3 vote of the Board of Directors and / or volunteers present at any regular or special meeting provided that written notice of the proposed amendment has been announced seven (7) days prior to said meeting.

BYLAWS

ARTICLE I-MEMBERSHIP

SECTION 1: Voting privileges in this organization shall be open to any person who attends.

ARTICLE II – DUES

Due to the nature of this organization, there are no membership fees or dues.

ARTICLE III – GOVERNMENT

SECTION 1: The government of this organization shall be vested in the board of directors, which shall be subjected to the will of the membership.

SECTION 2: The board of directors shall have control and management of the property and management of the organization, subject to the will of the membership. Funds of the organization shall be withdrawn from the bank or banks with which they are on deposit by the joint signatures of any two (2) of the following: President, Treasurer, or any other board member. None of the authorized signers may be immediate family members.

SECTION 3: A vacancy on the board of directors, or in any office, shall be filled by vote of the board of directors. Such appointee to serve until the next regular election.

ARTICLE IV – ELECTIONS

SECTION 1: Not less than 15 days prior to the regular membership meeting in May, notice shall announced to all voting members stating nominations shall be accepted at that meeting.

SECTION 2: Election of officers shall take place during the regular membership meeting in June.

SECTION 3: Nominees for elected officers must have served as a trustee for a minimum of one (1) year.

SECTION 4: Voting shall be by individuals and no person shall cast more than one (1) ballot. Proxies and absentee ballots will not be recognized.

SECTION 5: At the annual election, there shall be elected a president, vice-president, secretary and treasurer, all of who shall constitute the officers of the organization.

SECTION 6: Newly elected Officers shall take power July 1, which shall begin this organization's fiscal year.

SECTION 7: The newly appointed Trustee and / or Telethon Producer shall be appointed by July 1st of each year.

ARTICLE V- DUTIES OF THE OFFICERS

SECTION 1: The President shall conduct all meetings, call special meetings, appoint trustees and telethon producer, authorize discussion in emergency situations and chair the board of directors.

SECTION 2: The Vice-President shall assist the President with any duties he/she may have and will assume the duties as Chairperson in the absence of the President.

SECTION 3: The Secretary shall keep a record of those present at the meetings, record the minutes of the regular and executive meetings, make available the minutes at the next general membership meeting and place write-ups of meetings in the local newspaper(s). He/She will notify all members prior to a meeting and will assist the President with any typing, correspondence or other items pertaining to St. Michael's WE CARE, Inc. business. The Secretary shall be custodian of all official Records of the organization and shall maintain the Constitution and Bylaws in a current and updated version at all times. He/She shall also be responsible to pick-up all mail at the P.O. Box,

SECTION 4: The Treasurer will take care of all financial needs concerning the St. Michael's WE CARE, INC. account(s), after the approval of the Board of Directors. He/She shall give an itemized report at the general membership meetings, collect all monies at St Michael's WE CARE, INC., functions and make all deposits unless otherwise notes. He/She shall perform such other duties as prescribed by the President. The Treasurer shall prepare a report for audit once a year for review by a designated auditor.

SECTION 5: The Trustees and Telethon Producer shall serve on the Board of Directors in an advisory capacity on all matters.

SECTION 6: The Board of Directors shall oversee the application of recipients in need of assistance.

ARTICLE VI – MEETINGS

SECTION 1: The annual election meeting of the organization shall be held in June of each year, and notice of such meeting shall be announced to all public at least 7 days prior to said meeting.

SECTION 2: The organization shall hold a business meeting at least once a month. 2/3 of the Board of Directors constitutes a quorum.

SECTION 3: Meetings of the Board of Directors shall be held at prearranged dates or at the call of the President. At all meetings of the Board of Directors a majority shall constitute a quorum.

ARTICLE VII – AUTHORITY TO BIND

No member of this organization shall contract or incur any debt or enter into any agreement or otherwise obligate this organization except by authority of the Board of Directors or the membership.

ARTICLE VIII – RULES OF ORDER

Robert's Rules of Order shall govern the proceedings of all meetings of the organizations and its constituent parts except as provided in these Bylaws.

ARTICLE IX – REMOVAL FROM OFFICE

Any officer or Trustee may be removed from office as a result of failure to fulfill the duties of said office or for conduct detrimental to the best interest of the organization. Said removal must follow the following procedures:

1. A petition stating the charge shall be filed with the Secretary and Signed by 2/3 of the Board of Directors or by 2/3 of the concerned parties.

2. The Secretary shall announce to the public each voting member at least seven (7) days before the question is placed on a general meeting's agenda.

3. Said officer or Trustee shall be permitted written notice of the Charge five (5) days before the question is to be placed on a General meeting agenda.

4. The petitioners shall present their case first, said officer or Trustee shall be heard second, and the vote shall be taken. Two-thirds (2/3) of those voting shall be necessary to remove said officer or Trustee from office. A quorum must be present at this meeting.

Should said officer be the Secretary, the Treasurer shall receive and distribute the petition. Should the officer be the President, the Vice-President shall preside during the removal proceedings. No removal proceedings shall be based more than once on the same evidence.

ARTICLE X – POLICY

A written policy shall be established which state the rules pertaining to the adoption of programs, duties of Officers and Trustees, and other matters of concern to the organization.

ARTICLE XI – AMENDMENTS

SECTION I: The Bylaws and Policies may be amended by a two-thirds (2/3) vote of the members present at any general or special meeting provided notice of the proposed action and meeting has been made at least seven (7) days prior to said meeting.

SECTION II: The Bylaws are to be reviewed by a Committee every two years. Suggestions for changes shall be brought forth to the Executive Board for approval.

ARTICLE XII – MONETARY REGULATIONS

Emergency funding is limited to a one-time occurrence up to the amount of $200.00 upon the discretion of the President, Vice-President and on (1) additional Board Member.

Anyone using funds other than placing in St. Michael's WE CARE, INC. accounts shall be subject to release immediately by vote of the Board of Directors.

ARTICLE XIII – FINAL DISPENSATION OF ASSETS

If any time the organization dissolves, all assets are to be liquidated and shall go to Monroe County chapters of non-profit organizations that aid in the same manor as St. Michael's WE CARE, INC. (I.E.; Crippled Children's Fund, Hospice of Monroe County, Bone Marrow Foundations, Leukemia Foundation, Cancer Society, etc.) The ratio and organization will be determined at such time by the dissolving Board of Directors by a simple majority vote.

Bob K Welch — President

Linda M Welch — Treasurer

Priscilla L Hutson — Vice-President

State of Michigan
Bureau of State Lottery
101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909
www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285

MICHIGAN LOTTERY

JENNIFER M. GRANHOLM
GOVERNOR

M. Scott Bowen
COMMISSIONER

March 3, 2009

Organization ID: 108633

LINDA WELCH — BETTY BURRIS IS NO LONGER A MEMBER THAT IS ACTIVE
~~Betty Burris~~
St Michaels We Care Inc
PO Box 2358
Monroe, MI 48161

Dear ~~Betty~~ Burris:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

To complete the qualification process, please submit the following information:

1. A copy of the organization's current bylaws or constitution signed and dated by your principal officer.

2. A copy of the letter from the IRS stating the organization is exempt from federal income tax under IRS code 501(c) or copies of one bank statement per year for the previous five years, excluding the current year, from 3/3/2004 to 3/3/2008.

3. If incorporated, a complete filed copy of your Articles of Incorporation.

4. A provision in your bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:

   A. If exempt under 501(c)3, to another 501(c)3 organization.
   B. If not exempt under 501(c)3, to the local government.

5. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.

6. A receipt and expenditure statement for the last two years, i.e., 990's, treasurer's report, audit. Explain all expenditures made to individuals. Please do not send check registers or cancelled checks.

7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

8. A written statement defining your membership criteria, if any. The charitable gaming rules require the licensed gaming event chairperson(s) be a bona fide member for 6 months. If you do not have general membership criteria, your chairperson(s) must be members of your board of directors.

9. Your millionaire party license has been issued. It is now time to update your file by submitting the above requested documents in order to determine your continued eligibility for licensing.

Please enclose a copy of this letter with the requested information and mail or fax to 517/267-2285. Be sure to include your organization ID number 108633 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517/335-5780.

Sincerely,

Charitable Gaming Division

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 23 2007

ST MICHAELS WE CARE INC
PO BOX 2358
MONROE, MI 48161

Employer Identification Number:
38-7306651
DLN:
17053118768027
Contact Person:
SALLY B DAVENPORT ID# 31050
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated April 1991, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

P.O. Box 30214
LANSING, MICHIGAN 48909

MIKE COX
ATTORNEY GENERAL

January 05, 2010

St. Michael's We Care, Inc.
3239 Lakeview Baycrest Beach
Monroe, MI 48162

Dear Sir/Madam:

Re: St. Michael's We Care, Inc. CS/CT 43156

Thank you for submitting an initial application and related information. Determinations are based on Michigan laws regulating charities, the Charitable Organizations and Solicitations Act (COSA), 1975 PA 169, MCL 400.271 et seq. and the Supervision of Trustees for Charitable Purposes Act (STCPA), 1961 PA 101, MCL 14.251 et seq.

Based on our review, the organization meets the criteria to receive a Solicitation License. The enclosed license includes your responsibilities under COSA for renewal and for notifying us of certain changes made within the organization. This license is separate from licenses required by the Bureau of Lottery or other agencies. Professional fundraisers used to solicit or receive funds or to plan or carry out solicitation campaigns in Michigan must be licensed with our office.

According to information submitted, the organization will hold assets to be used for charitable purposes. The organization is now registered as a charitable trust under STCPA. Registration requires an annual financial report. Annual financial statements submitted for renewal of the Solicitation License will also satisfy the Charitable Trust reporting requirement as long as the organization is licensed. If in the future you no longer have a Solicitation License, you must submit an IRS 990, 990EZ, or 990-PF, audited financial statements, or other acceptable accounting each year to satisfy the Charitable Trust reporting requirement.

This letter will be retained to show notification of our requirements. If you have any questions, please contact our office.

Sincerely,

Joanne Gram

Joanne Gram, Analyst
Charitable Trust Section
(517) 373-1152

Charitable Gaming Division
Box 30023
Lansing, MI 48933

To Whom It May Concern

This is a written statement defining our membership criteria for St. Michael's We Care, Inc. To be a member of this 501c3 non-profit organization a person must be interested in volunteering their time to help those with life threatening diseases and a general desire to help others. No other criteria is required for membership into this organization.

The chairperson for our fund raisers and gaming event at Pirolli Park Raffle is myself, Linda M. Welch. I am also the Treasurer for the Organization and have been a member for over 16 years.

Sincerely,

Linda M. Welch

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: SCOTT STREET RESURFACING FUNDING CONTRACT WITH MDOT

DISCUSSION: The City of Monroe annually receives a share of Federal dollars specifically dedicated for use on our busiest roadways, known as Federal-Aid routes. The Michigan Department of Transportation (MDOT) is the administering agency for these funds, and as such, an agreement is necessary between the City of Monroe and MDOT to enable them to be used for this project. For the state fiscal year that runs from October 1, 2009 through September 30, 2010, the City has approximately $405,000 in Federal obligational authority, and must provide at least a 20% local match. This year, we are planning to split this funding between up to four (4) smaller projects. One of these is the resurfacing of Scott Street between East Sixth Street / LaPlaisance Road and East Front Street. This project includes milling and resurfacing of the top three inches (3") of pavement, replacement of a very few spot curb and gutter sections, and replacement of six remaining sidewalk ramps within the project area that were not already retrofit with last year's ADA ramp program. This project has been placed into the June 18, 2010 MDOT bid letting, with a final completion date of October 15, though it is likely that work would be completed before this date.

In order to utilize any Federal Funds, the City of Monroe must enter into a funding agreement with MDOT. Page 8 of the attached agreement details the cost participation based on the construction estimate, and the present cost estimate is $246,200 in total. 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 standard for MDOT Local Agency Program projects, and is essentially unchanged from those approved in previous years. The dollar share for each entity is based on the project cost estimate. As is standard for Federally-funded projects, the City must pay at least a 20% local share for the remaining work items, plus all of the costs for resurfacing of any parking lanes, as well as all costs for design and construction engineering and any overruns. Based on the above, the expected City share is $65,200 in construction costs. $18,000 was funded already in City Fiscal Year 09-10 for design engineering costs, and of this amount, $9,917 is still available for use in construction inspection, along with $16,000 in funding budgeted for Fiscal Year 10-11. The total funding budgeted for construction costs is $261,000, which includes the $246,200 cost estimate plus a contingency of $14,800 (roughly 6% of the project costs). We plan to manage and inspect this project with City staff.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: MDOT award of the contract cannot occur until after the City approves 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, traveling public at large

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$295,000*
Cost of This Project Approval	$277,000**
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Includes $181,000 in Federal Funds, $18,000 already allocated for design in FY 09-10, $65,200 in base line construction costs – local share, $14,800 contingencies, and $16,000 in construction engineering costs.

**Includes $181,000 in Federal Funds, $65,200 in City's share of base construction costs, $14,800 contingencies, and $16,000 in construction engineering costs.

SOURCE OF FUNDS:

City	Account Number	Amount
Scott St. Resurfacing – Contr.	202-60.451-818.020 10M05	$80,000
Scott St. Resurfacing – Eng,	202-60.451-825.005 10M05	$16,000
Other Funds		
Federal Urban Area Funds		$181,000

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/02/10

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: June 7, 2010

RESOLUTION

WHEREAS, Scott Street between LaPlaisance Road and East Front 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, and other associated work; and

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

WHEREAS, Federal Funding in the amount of $181,000 is available to the City of Monroe for use on this project; and

WHEREAS, the City of Monroe and the Michigan Department of Transportation 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 10-5407 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.

STP

DAB

Control Section	STUL 58171
Job Number	110276
Project	STP 1058(032)
Federal Item No.	HH 6533
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	10-5407

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 May 19, 2010, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along Scott Street from LaPlaisance Road to East Front 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:

SURFACE TRANSPORTATION PROGRAM

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 Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) $181,000, or (2) an amount such that 81.85 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. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway 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.

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. 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.

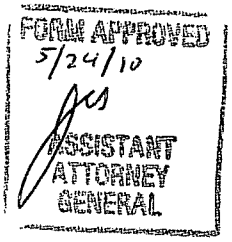
CITY OF MONROE

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT



May 19, 2010

EXHIBIT I

CONTROL SECTION	STUL 58171
JOB NUMBER	110276
PROJECT	STP 1058(032)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	$246,200

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$246,200
Less Federal Funds*	$181,000
BALANCE (REQUESTING PARTY'S SHARE)	$ 65,200

*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 $100,000 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 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 $500,000 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.**

(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 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: CUSTER DRIVE RESURFACING FUNDING CONTRACT WITH MDOT

DISCUSSION: The City of Monroe annually receives a share of Federal dollars specifically dedicated for use on our busiest roadways, known as Federal-Aid routes. The Michigan Department of Transportation (MDOT) is the administering agency for these funds, and as such, an agreement is necessary between the City of Monroe and MDOT to enable them to be used for this project. For the state fiscal year that runs from October 1, 2009 through September 30, 2010, the City has approximately $405,000 in Federal obligational authority, and must provide at least a 20% local match. This year, we are planning to split this funding between up to four (4) smaller projects. One of these is the resurfacing and curb replacement of Custer Drive between North Custer Road and West Elm Avenue, which is the entire length of the roadway. This project includes milling and resurfacing of the top three inches (3") of pavement, replacement of all curb and gutter sections, and replacement of all drive approaches and sidewalk ramps within the project area. This project has been placed into the June 18, 2010 MDOT bid letting, with a final completion date of October 15, though it is likely that work would be completed before this date.

In order to utilize any Federal Funds, the City of Monroe must enter into a funding agreement with MDOT. Page 8 of the attached agreement details the cost participation based on the construction estimate, and the present cost estimate is $170,400 in total. 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 standard for MDOT Local Agency Program projects, and is essentially unchanged from those approved in previous years. The dollar share for each entity is based on the project cost estimate. As is standard for Federally-funded projects, the City must pay at least a 20% local share for the remaining work items, as well as all costs for design and construction engineering and any overruns. Based on the above, the expected City share is $34,000 in construction costs. $12,000 was funded already in City Fiscal Year 09-10 for design engineering costs, and of this amount, $6,584 is still available for use in construction inspection, along with $12,000 in funding budgeted for Fiscal Year 10-11. The total funding budgeted for construction costs is $182,000, which includes the $170,400 cost estimate plus a contingency of $11,600 (roughly 7% of the project costs). We plan to manage and inspect this project with City staff.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: MDOT award of the contract cannot occur until after the City approves 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, traveling public at large

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$206,000*
Cost of This Project Approval	$194,000**
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Includes $136,400 in Federal Funds, $12,000 already allocated for design in FY 09-10, $34,000 in base line construction costs – local share, $11,600 contingencies, and $12,000 in construction engineering costs.

**Includes $136,400 in Federal Funds, $34,000 in City's share of base construction costs, $11,600 contingencies, and $12,000 in construction engineering costs.

SOURCE OF FUNDS:

City	Account Number	Amount
Custer Dr. Resurfacing – Contr.	202-60.451-818.020 10M02	$45,600
Custer Dr. Resurfacing – Eng,	202-60.451-825.005 10M02	$12,000
Other Funds		
Federal Urban Area Funds		$136,400

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/02/10

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: June 7, 2010

RESOLUTION

WHEREAS, Custer Drive between North Custer Road and West Elm Avenue 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 curb and gutter replacement, driveway approach 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 $136,400 is available to the City of Monroe for use on this project; and

WHEREAS, the City of Monroe and the Michigan Department of Transportation 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 10-5406 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.

STP

DAB

Control Section	STUL 58171
Job Number	110514
Project	STP 1058(033)
Federal Item No.	HH 6534
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	10-5406

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 May 19, 2010, attached hereto and made a part hereof:

Hot mix asphalt resurfacing with concrete curb and gutter replacement work along Custer Drive from North Custer Road to West Elm Avenue; 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:

SURFACE TRANSPORTATION PROGRAM

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 Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) $136,400, or (2) an amount such that 81.85 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.

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. 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.

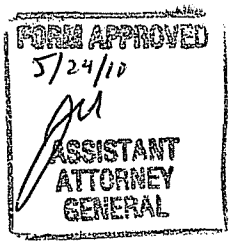
CITY OF MONROE

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT



May 19, 2010

EXHIBIT I

CONTROL SECTION	STUL 58171
JOB NUMBER	110514
PROJECT	STP 1058(033)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	$170,400

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$170,400
Less Federal Funds*	$136,400
BALANCE (REQUESTING PARTY'S SHARE)	$ 34,000

*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 $100,000 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 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 $500,000 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.**

(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 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: ERIE STREET SANITARY SEWER REPLACEMENT – CHANGE ORDER AWARD

DISCUSSION: The Wastewater Department has identified a relatively small sanitary sewer replacement project to serve one household at 1836 Erie Street. Presently, this house service discharges to the east into an existing clay sanitary sewer main, which passes through a storm sewer manhole before outletting to the sanitary main on Woodville Avenue. Since the City will be resurfacing Woodville Avenue this summer, it is our desire to eliminate as many of these non-standard installations as possible. The Engineering Department and Wastewater Departments have determined that it is feasible to re-route this sanitary sewer main to the west into the main on Winston Drive, which will eliminate the manhole connection at Woodville Avenue.

Additionally, there is one minor work item that has been found to be necessary that is related to the 2010 Sanitary Sewer Rehabilitation Program. During installation of the liner on the 24" x 30" brick sewer along West Front Street, it was found that in the 1960s the 20" transmission water main was actually installed by cutting into the top of the sewer and placing a steel plate to serve as the "floor". In order to provide for our ability to line the brick sewer and properly maintain this section of pipe, a new manhole must be installed on the existing sewer where it has been presently exposed.

Since these two project locations represent very small amounts of work for traditional underground contractors, competitively bidding these projects does not appear advantageous to the City, and we desire to complete these as soon as possible. As a result, the Engineering and Wastewater Departments solicited a quote first from Insituform Technologies, the vendor on the 2010 Sanitary Sewer Rehabilitation Program contract. This quotation is attached to this fact sheet, and it is actually broken down into three (3) segments, with #1 and #2 both referring to different components of the Erie Street project and #3 referring to the West Front Street manhole. To ensure that this quotation of $56,474.60 is appropriate, we also then requested a quotation from Schumaker Brothers Construction of Ida, whom has recently completed (but not yet closed out) a contract for nearly $1,000,000 worth of sanitary sewer and water main replacements over the past 3 years. Their quotation is also attached to this fact sheet, and addition to the same items 1-3 that were quoted by Insituform, they also offered an option to instead reroute the sanitary sewer in the roadway on Erie Street for less cost (Option #4 – sketch attached). Their pricing was substantially lower than that provided by Insituform, for a total cost of $23,300. As a result, we would like to award items 1, 2, and 4 to Schumaker Brothers Construction as a change order to their existing contract, which was for the Roessler / Lavender Alley Sanitary Sewer Replacement in 2007. It is expected that work could occur within the next month or so.

IT IS RECOMMENDED that a Change Order in the amount of $23,300 be issued to Schumaker Brothers Construction for the Erie Street Replacement and West Front Street Manhole projects, and that a total of $28,000 be encumbered to include a 20% contingency. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute the change order on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Would like to commence work as soon as possible, and Contractor has available time in schedule.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Wastewater Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$28,000*
Cost of This Project Approval	$28,000*
Related Annual Operating Cost	$N/A
Increased Revenue Expected/Year	$N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Wastewater System Rehab.	590-75.529-973.000 02Z05	$28,000*

Other Funds

*Includes 20% contingency

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/03/10

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: June 7, 2010

Insituform
Technologies® USA, Inc.

"Clean Water for the World"
Tel: (313) 835-0417
Fax: (313) 835-1437

19129 West Davison Avenue
Detroit, MI 48223
www.insituform.com

Date: May 21, 2010

Presented To: Barry Laroy / Brad Smith
City of Monroe
120 E. 1st St.
Monroe, MI 48161

Proposal

Project Name: Proposal – City of Monroe – Manhole and excavation - 2010 Sanitary Sewer Rehabilitation

Insituform Technologies USA, Inc. is pleased to submit the following proposal for the above referenced project.

Proposal Pricing

1) 1836 Erie

- **Saw cut Asphalt and Concrete**
- **Install 154 LF of 8" PVC**
- **(2) 48" Manholes**
- **(1) Wye connection and tie Into Existing Lead**
- **Patch Roadway with 4" Asphalt**
- **Install 24 LF of curb and Gutter**
- **Replace (1) Concrete Approach and (1) Service Sidewalk**

Price for 1836 Erie: $36,811.80

2) 732 Woodville:

- **Saw and Remove Concrete Approx 10 x10**
- **Remove and Dispose of Existing Manhole**
- **Install 5 LF 18" RCP Pipe with Brick Collars**
- **Backfill with K-Crete**
- **Install 8" Non-Reinforced Concrete**

Price for 732 Woodville: $9,858.70

3) 712/714 W. Front St.

- **Clean Existing Excavation and Install 48" Manhole over Existing 24" x 30" Pipe**
- **Build Channel**
- **Backfill with 21A**
- **Restore Sidewalks**
- **Topsoil, Seed and Mulch all Disturbed areas around MH**

Price for 712/714 W. Front St.: $9,804.10

Proposal Total: $56,474.60

*****Note: Engineering and Layout was done by owner. Permits to be provided by owner. Bonds and any special Insurance at additional cost. Any additional materials or work performed will be done at an additional cost. Signed Proposal is to be added to change order issued with this work. If work is separated prices may need to be revised.**

Offered By:
Insituform Technologies USA, Inc.

Ken Quillen
Senior Project Manager
(989) 277-6046

Accepted By:

Signature

Name

Title

Organization

FAX COVER

To: Brad Smith
City of Monroe
Fax : 3849108

From : Joseph W Schumaker
Schumaker Brothers Construction
Fax : 734 269-2979
Voice : 734 269-2979

Subject : Proposal, 1836 Erie Street

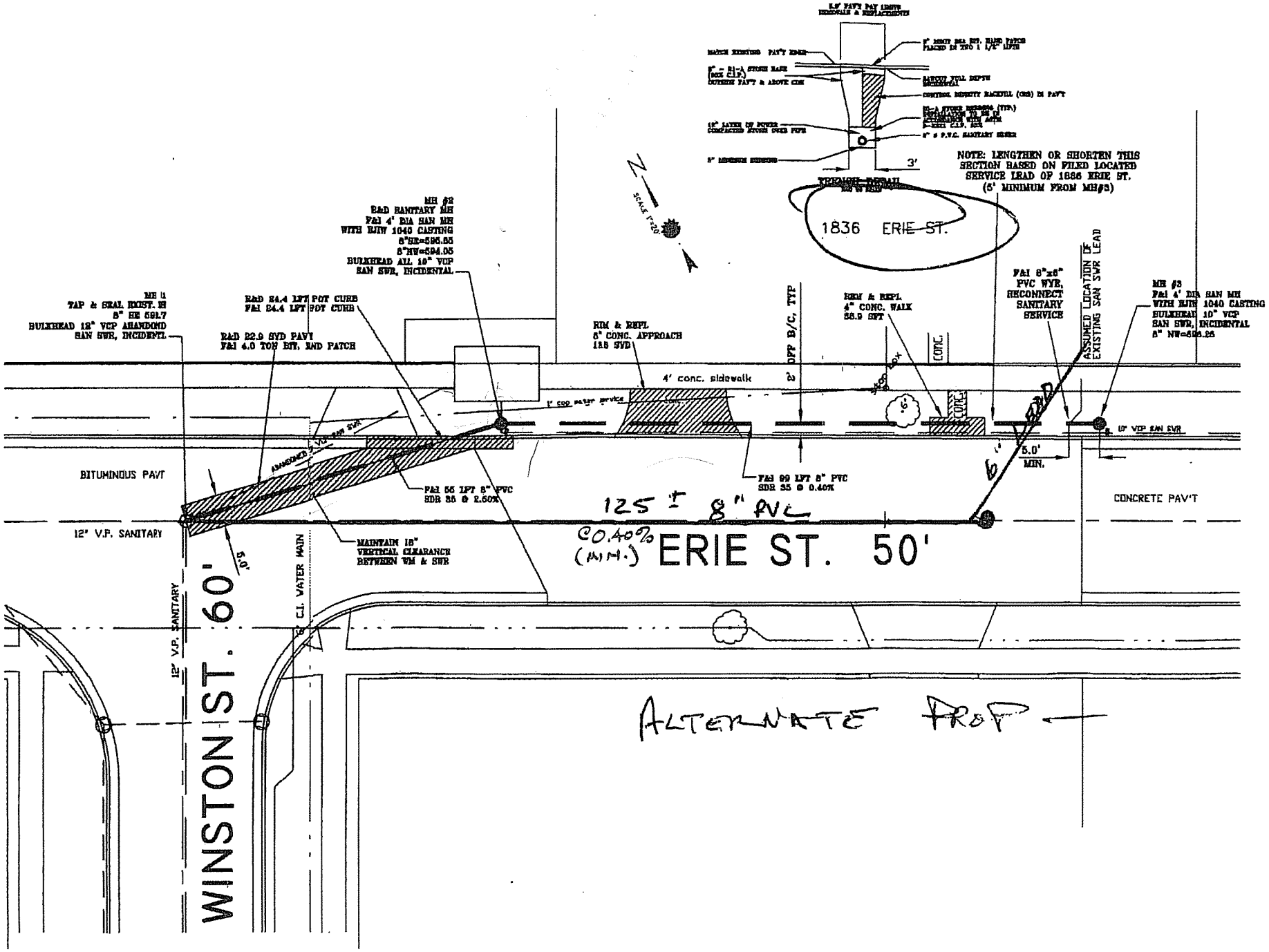
Pages including cover page: 3

Date : 6/1/2010 Time : 4:45:20 PM

Please see attached...

Thank You

Jerry Schumaker
Accounting


NOTE: LENGTHEN OR SHORTEN THIS SECTION BASED ON FIELD LOCATED SERVICE LEAD OF 1836 ERIE ST. (5' MINIMUM FROM MH#3)
1836 ERIE ST.
MH #2
R&D SANITARY MH
F&I 4' DIA SAN MH
WITH RJW 1040 CASTING
S"SE=595.85
S"NW=594.05
BULKHEAD ALL 10" VCP
SAN SWR, INCIDENTAL
MH #1
TAP & SEAL EXIST. SE
S" SE 591.7
BULKHEAD 12" VCP ABANDOND
SAN SWR, INCIDENTL
R&D 24.4 LFT POT CURB
F&I 24.4 LFT POT CURB
R&D 22.9 SYD PAVT
F&I 4.0 TON BIT. END PATCH
RIM & REPL
5" CONC. APPROACH
125 SYD
RIM & REPL
4" CONC. WALK
55.9 SFT
F&I 8"x6"
PVC WYE,
RECONNECT
SANITARY
SERVICE
ASSUMED LOCATION OF EXISTING SAN SWR LEAD
MH #3
F&I 4' DIA SAN MH
WITH RJW 1040 CASTING
BULKHEAD 10" VCP
SAN SWR, INCIDENTAL
S" NW=596.25
4' conc. sidewalk
2' OFF B/C, TYP
CONC.
1" CCP water service
10" VCP SAN SWR
BITUMINOUS PAVT
F&I 55 LFT 8" PVC
SDR 35 @ 2.50%
F&I 99 LFT 8" PVC
SDR 35 @ 0.40%
5.0'
MIN.
CONCRETE PAV'T
125 ± 8" PVC
@0.40%
(MIN.)
ERIE ST. 50'
12" V.P. SANITARY
MAINTAIN 18"
VERTICAL CLEARANCE
BETWEEN WM & SWR
WINSTON ST. 60'
12" V.P. SANITARY
C.I. WATER MAIN
ALTERNATE PROP

1 JUN 10

BRAD —

1) REHAB SEWER & PLACE MH on FRONT ST @ 3RD ST AREA
LUMP SUM — 4880.00

2) REMOVE MH & RE-CONNECT STORM SEWER ERIE ST & WOODVILLE INTERSECTION
LUMP SUM — 4000.00

3) NECESSARY SANITARY SEWER RE-HAB FOR 1836 ERIE ST SAN SWR LEAD RELOCATION:
AS DRAWN —
2 MH @ 3000 EA — 6000.00
99' 8" PVC IN TERRACE @ 60 FT — 5940.00
55' 8 PVC IN ROAD @ 60 FT — 3300.00
CORE & SEAL MH IN WINSTON LS — 2500.00
4 TON ASPHALT @ 250.00/TON — 1000.00
13 sq yd CONC APPROACH R&R — 1300.00
RESTORATION & 6" LEAD WORK & TRAFFIC CNTRL — LUMP SUM — 1000.00
TOTAL 21040.00

4) ALT TO 3)
INSTALL IN ERIE CENTERLINE — SANITARY MAIN
125' - 8" PVC @ 50.00 — 6250.00
1 MH @ 3000.00 — 3000.00
12 TON ASPHALT @ 150 — 1800.00
CORE & SEAL EX MH — 2500.00
TRAFFIC & RESTORATION & 6" LEAD WORK — 1000.00
TOTAL ALT — 14550.00

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REQUEST FROM ATTORNEY SETH P. TOMPKINS, REPRESENTING FATIMA ELABED FOR CITY COUNCIL RECONSIDERATION OF PREVIOUS RECOMMENDATION TO DENY 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: At the regular City Council meeting held on August 17, 2009 the Council denied a request by Fatima Elabed for a new Resort SDD liquor license (package liquor). In the fact sheet sent to Council for consideration of the matter, City staff recommended denial based on a staff finding that the current use of the property located 467 Michigan Ave. is a zoning non-conforming use (i.e. commercial use on a residential zoned lot, also with insufficient off-street parking) and that expansion of that use was discouraged by the City Comprehensive Plan and Zoning Ordinance (see attached August 19, 2010 fact sheet). After consultation with attorney Seth Tompkins, representing Fatima Elabed, City Attorney Tom Ready has determined that the issuance of another liquor license for this property would probably not constitute an expansion of the zoning non-conforming use of the property, as described in the City Zoning Ordinance. As such, Mr. Tompkins is requesting that the City Council reconsider its August 17, 2009 vote to deny the application.

For many years State statutes and rules limited the number of off-premises (packaged) liquor sales licenses that could be issued within a community, based on the population of the community. The Michigan Liquor Control Code of 1998, Public Act 58 of 1998, Section 531 now contains provisions that permit the Michigan Liquor Control Commission to issue additional licenses in a "resort area." The pertinent language is as follows:

(5) In governmental units having a population of 50,000 persons or less, as determined by the last federal decennial census or as determined pursuant to subsection (11), in which the quota of specially designated distributor licenses, as provided by section 533, has been exhausted, the commission may issue not more than a total of 10 additional specially designated distributor licenses per year to established merchants whose business and operation, as determined by the commission, is designed to attract and accommodate tourists and visitors to the resort area. A specially designated distributor license issued pursuant to this subsection may be issued at a location within 2,640 feet of existing specially designated distributor license locations. A specially designated distributor license issued pursuant to this subsection shall not bar another specially designated distributor licensee from transferring location to within 2,640 feet of said licensed location. A specially designated distributor license issued pursuant to section 533 may be located within 2,640 feet of a specially designated distributor license issued pursuant to this subsection.

As you will note this newer provision allows the Michigan Liquor Control Commission to issue up to ten (10) additional off-premises (SDD) liquor licenses per year in communities designated as a "resort area." The provision also states that these licenses can be issued to "established merchants whose business and operation, as determined by the commission, is <u>designed to attract and accommodate</u> (my underline) tourists and visitors to the resort area." While we are uncertain what criteria or standards that the Michigan Liquor Control Commission has adopted and consider for to "determine" which facilities are designed to attract and accommodate the resort visitor traffic, City staff are of the opinion that the Monroe Citizens Planning Commission and City Council have not yet weighed the potential impacts of the issuance of additional SDD liquor licenses within the City.

Attached you will find a report and recommendations from City Planner Jeff Green in regard to some of the staff concerns about potential standards and impacts . You will note that he recommends that the Council not endorse or approve resolutions of support for the issuance of resort area SDD licenses, until the Citizens Planning Commission and the City Council have developed and adopted standards under which these applications and requests will be considered.

Therefore it is my recommendation that at this time the City Council not reconsider its August 17, 2009 denial of the request by Fatima Elabed for a resort SDD liquor license for the property located at 467 Michigan Avenue.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 7, 2010

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	$ 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:** 6/3/2010
REVIEWED BY: George A. Brown, City Manager **DATE:** 6/3/2010

COUNCIL MEETING DATE: 6/7/2010

Memorandum

DATE: June 3, 2010

TO: George Brown, City Manager

FROM: Jeffrey Green, AICP
Interim Director – Department of Planning & Recreation

SUBJECT: Application of Fatima Elabed for Resort SDD License

Having reviewed your comments and concerns regarding language in the legislation creating Resort SDD Licenses; and in light of the pending request from Fatima Elabed seeking an Off-Premise Resort SDD license for use at 465/467 Michigan Avenue, I would recommend that a moratorium be established for a period of six (6) months on all further actions and/or recommendations relating to requests or applications for Resort SDD Licenses. The moratorium would provide the necessary time to more fully evaluate and examine the intent of the legislation and determine what areas, if any, in the City of Monroe meet the criteria, as established.

SULLIVAN, WARD, ASHER & PATTON, P.C.
ATTORNEYS AND COUNSELORS AT LAW

ROBERT E. SULLIVAN, SR. (1922-1998)
DAVID M. TYLER (1930-2002)
RICHARD G. WARD (RETIRED)

SETH P. TOMPKINS
sptompkins@swappc.com
(248) 746-2729

April 22, 2010

RECEIVED
CHARLES D. EVANS
APR 26 7 49 AM '10

City of Monroe
City Clerk's Office
Attn: Mr. Charles Evans
120 E. 1st St.
Monroe, MI 48161

Sent Via Email only to: charles.evans@monroemi.gov
(with carbon copy sent to: sharon.malotky@monroemi.gov)

Re: Application of Ms. Fatima Elabed d/b/a Anthony's Party Store for Michigan Liquor Control Commission ("MLCC") SDD Resort liquor license

Dear Charlie,

I'm sending this letter as a request to please put the application of Ms. Fatima Elabed d/b/a Anthony's Party Store back before the city counsel to consider approval of Ms. Elabed's efforts in obtaining a SDD Resort liquor license (off premise consumption of packaged spirits) to add to her existing SDM liquor license (off premise consumption of beer/wine) at her place of businesses located at 467 Michigan Avenue, Monroe, Michigan 48161.

As you are aware, this application initially went before the city counsel and was not approved primarily because of an issue dealing with the planning department. In a nutshell, because this was a request for a non-conforming use, the planning department needed to approve the request – and such approval was not granted on the original application (primarily because Ms. Elabed was not aware that such approval was necessary, and never sought it). However, since that time, at your suggestion, I worked with Mr. Jeff Green, and he has already consulted with the City's Attorney, and the both of them are of the opinion that because Anthony's Party Store is already in existence as a non-conforming use for the sale of alcoholic beverages through it's SDM liquor license, then it is not an expansion of a non-conforming use to also sell packaged spirits under a SDD Resort liquor license. As a result, planning will not object to Ms. Elabed's request this time around.

In addition to helping resolve the non-conforming use issues, Jeff also suggested that I give you a bit of information regarding SDD Resort liquor licenses since there was some confusion or questions by the city counsel the last time around.

The SDD Resort liquor license is a special type of license that the MLCC makes available to only ten (10) applicants per year. It is designed to foster economic growth in areas which have been determined by the MLCC as "resort areas." These areas can include virtually any place in Michigan where it is deemed that there is an economic benefit as a result of any type of tourism – whether that comes from outside or inside the State of Michigan. Virtually every county in the State of Michigan has at least one municipality which has already qualified as a "resort area". In Monroe County, the MLCC has already issued two (2) other SDD Resort liquor licenses over the years – one is located in Ash Township, and the other is located in the Village of Carleton.

As part of the application to the MLCC, Ms. Elabed submitted a supplement outlining the historical and cultural aspects of the City of Monroe, along with many recreational activities which the Sterling State Park affords its visitors. A copy of this supplement is attached for your review and submission to the city counsel members for their review as well.

The SDD Resort license is a boon to the municipality that the MLCC decides to grant a license in because it is an extra (over the quota) license that the municipality would not otherwise have. As such, there's an overall net economic benefit to the community which actually receives one of these licenses.

I believe at the last city counsel meeting on this issue, some of the members believed that MLCC Resort licenses were reserved for hotels or golf courses or similar types of businesses. However, this is not the case. The SDD Resort license is meant specifically for situations, like Ms. Elabed's, where her store would otherwise qualify for an SDD license, but there are simply none available under the quota. There are other Resort licenses, both transferable and non-transferable, such as a 550 Resort Class C license, which are reserved for banquet halls, restaurants, golf courses, etc.

As explained off the MLCC website, "the MLCC may grant a limited number of liquor licenses in Michigan to stimulate economic development.... Resort licenses are available only after all the licenses under quota are issued. Under existing legislation, up to 10 Off-Premise SDD Resort licenses may be issued per year. These licenses may transfer ownership but not location."

I hope this explains the differences between the "Resort" status that the MLCC gives to the on-premise licenses (like the 550 Resort Class C) and the off-premise licenses (like the SDD Resort). If you believe that the city counsel would benefit from me attending the meeting, please let me know and I'd be happy to attend and attempt to answer any further questions regarding the nature of the license that Ms. Elabed seeks, in person.

Once again, I want to thank you for working to resolve the issues that Ms. Elabed had in her first attempt to obtain permission from the City of Monroe to get this liquor license application through the MLCC. Your help and direction has been and will continue to be greatly appreciated.

If there are any questions or concerns about anything set forth herein, please feel free to call me on my cell phone at 248-320-9972. Otherwise, I look forward hearing from you to find out when the city counsel will hear this issue once again.

Very Truly Yours,

Seth P. Tompkins, Esq.
Attorney for Ms. Fatima Elabed
d/b/a Anthony's Party Store

RECEIVED
APR 26 2010
CITY MANAGER'S OFFICE

STATE OF MICHIGAN

DEPARMENT OF ENERGY, LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

IN THE MATTER OF:

Fatima H Elabed
d/b/a Anthony's Party Store
467 Michigan
Monroe, Michigan 48161
Business ID 156316
Request ID 521172

Thomas J. Giachino, Esq. (P13948)
Sullivan, Ward, Asher & Patton, P.C.
Attorneys for Applicant
25800 Northwestern Highway, Ste. 1000
Southfield, Michigan 48075
(248) 746-0700

SUPPLEMENTAL INFORMATION REPORT FOR NEW

SPECIALLY DESIGNATED DISTRIBUTOR RESORT LICENSE

Background and Ownership

Fatima (a/k/a Fatmeh) Elabed has owned, and has operated the Anthony's Party Store located at 467 Michigan, Monroe, Michigan 48161, with her family since 1987. In addition, Ms. Elabed and her family also own the real estate on which the business is located, including the historical building which was originally built in 1924. The store consists not only of selling beer and wine, but also offers its customers basic grocery items, fruits and vegetables, prepared sandwiches, and basic household and medicinal items. Ms. Elabed and her family contribute a significant amount of their time to operating the store, and Ms. Elabed has an exemplary history of operating the store with only one notation on her MLCC enforcement history – a passed control buy operation on March 9, 2005. (See Michigan Liquor Control Commissions ("MLCC") Violation History Report, **Exhibit A**).

Ms. Elabed's purchase of the business and real estate was approximately $75,000.00, and has spent more than $100,000.00 in improvements to the business and real estate since its purchase. (See Photographs of the Interior and Exterior of the business, **Exhibit B**). The applicant intends to spend at least $15,000.00 for additional improvements for the display of her spirits inventory, in the event her pending application for the SDD Resort License is approved by the MLCC.

There are only eight (8) SDD licensed stores in the City of Monroe. Four (4) of the eight (8) stores are located on the other (the southern) side of the River Raisin from Ms. Elabed's store. The closest SDD licensed store to Ms. Elabed's store is over ½ mile away, located on the western side of the Mercy Memorial Hospital. Placing a SDD Resort License in Ms. Elabed's store will not create an over-density of SDD licenses in the neighborhood in which her store is located. (See Map of SDD Licensed Stores in the City of Monroe Relative to Ms. Elabed's store, **Exhibit C**).

Monroe County – Resort Status and SDD Availability

The MLCC has taken note that Monroe County is, indeed, a resort community. However, only two (2) businesses in Monroe County currently operate SDD Resort Licenses – one is located in Ash Township at the very northern edge of the County, the other is located nearby in the Village of Carleton. There are no SDD Resort licenses operating in the City of Monroe. Further, there are no SDD licenses in escrow or available under the City of Monroe's quota allotment.

Further Resort Qualifications of the City of Monroe

History and Background of the City of Monroe

The City of Monroe is the 3rd oldest city in the State of Michigan. The population was 22,076 at the 2000 census. It is the largest city and county seat of Monroe County. The city is bordered on the south by Monroe Charter Township, but both are politically independent. The city is located approximately 14 miles (23 km) north of Toledo, Ohio and 25 miles (40 km) south of Detroit. The United States Census Bureau lists Monroe as the core city in the Monroe Metropolitan Area, which has a total population of 152,949. Monroe itself is officially part of the Detroit-Ann Arbor-Flint CSA, and Monroe is also sometimes included as a northerly extension of the Toledo Metropolitan Area. Monroe's 2007 population estimate of 21,528 ranks the city as the 50th largest incorporated city in Michigan.

Settled as early as 1784, Monroe was platted in 1817 and was named after then-President James Monroe. Today, the city has a strong sense of historic preservationism and is remembered for the Battle of Frenchtown during the War of 1812, as well as being the childhood residence of George Armstrong Custer and other members of his family, including his wife Elizabeth Bacon and brother Boston Custer. The city has numerous historic museums and landmarks. Monroe is also recognized as the home of the La-Z-Boy world headquarters.

The Port of Monroe is the only Michigan port on Lake Erie, and Sterling State Park, located in the City of Monroe, is the only of Michigan's 98 state parks located on or near Lake Erie. The River Raisin and Sandy Creek also both travel through the City of Monroe.

Tourism and Recreation are Key Elements of the Economy of the City of Monroe

The City of Monroe has visitors from both in and out of the State of Michigan to participate in the city's arts and cultural activities. The River Raisin Jazz Festival that takes place the 2nd weekend in August each summer attracts over 40,000 music lovers per year. The River Raisin Battlefield, the site of the bloodiest battle of the War of 1812 and the largest conflict ever fought on Michigan soil, is being studied for inclusion in the National Parks System. Downtown Monroe is home to the Monroe County Historical Museum, the River Raisin Centre for the Arts and wonderful dining, shopping and entertainment venues.

Sterling State Park located in the City of Monroe

The only state park on Lake Erie, Sterling State Park's 1,300 acres offers great recreational opportunities including over one mile of beach, boating, shore fishing on Lake Erie and the fishing lagoons, lakefront camping, wildlife viewing and 6 miles of trails.

Bicycling - Bicycles are welcomed on park roads and paved trails marked for such use.

Boat Access - The Jerry C. Bartnik Memorial Boating Access Site within the park has 250 parking spaces and provides access to Lake Erie, widely known for its walleye fishing. Near the launch is a fish cleaning station and a modern restroom building.

Fishing - Walleye are plentiful in Lake Erie. Shore fishing is possible at Sterling's three lagoons, three fishing piers and at its access to River Raisin.

Hiking - A total of seven miles of trails provide opportunities for hiking, biking and exploring. The 2.9-mile paved Marsh Trail circles one of the marsh lagoons in the park. A 0.6-mile hiking trail follows the Lake Erie shoreline. These trails include interpretive stations, an observation deck and a covered pavilion with spotting scopes.

Wildlife Watching - Sterling is along the major flyway for many migratory birds and a great place to see waterfowl, raptors, song birds and wetland plants. The park is home to the endangered Eastern fox snake and the threatened American lotus.

Picnicking - Sterling is along the major flyway for many migratory birds and a great place to see waterfowl, raptors, song birds and wetland plants. The park is home to the endangered Eastern fox snake and the threatened American lotus. Two picnic shelters are available - the Heron and Red Oak shelters.

Private Marinas and Boat Launches

As set forth above, the City of Monroe offers Michigan's only port access to Lake Erie, and has Michigan's only State Park on Lake Erie. However, Michigan's sailors, boaters, swimmers and fishermen also have access to Lake Erie through the many private marinas and boat launches located within the City of Monroe. This includes the historic Monroe Boat Club which was founded November 8, 1945 by a merger of the Monroe Yacht Club and the Bolles Harbor Boat Club. The Monroe Yacht Club traces it roots back to 1886 as member of the Inter-Lake Yachting Association - ILYA. This also includes the Detroit Beach Boat Club, sometimes referred to as "the friendliest club on Lake Erie!"

Conclusions

Ms. Elabed's store is located in the heart of the historic city of Monroe, just outside the Downtown Development Authority boundary, a block and a half away from the River Raisin, and only three and a half miles from the Sterling State Park.

Anthony's Party Store is a family run enterprise. Ms. Elabed manages the store with the help of her husband Anthony and her son Ray. She also has a daughter, Rashida Tlaib, who is a Michigan State Representative (D) for the 12th House District in the City of Detroit.

Ms. Elebad has been a cornerstone in her local community and her store has serviced the neighborhood it's located in for over 20 years, and she has an exemplary record with the MLCC. Her store is located in a resort area. Granting her request for an SDD Resort License is warranted

For the aforementioned reasons, Fatima H. Elabed d/b/a Anthony's Party Store respectfully requests that the Michigan Liquor Control Commission grant its request and approve her business located 467 Michigan, City of Monroe, Monroe County, Michigan, for a SDD Resort License.

Respectfully, Submitted,

SULLIVAN, WARD,
ASHER & PATTON, P.C.

By: Thomas J. Grachino

Thomas J. Grachino, Esq. (P13948)
Sullivan, Ward, Asher & Patton, P.C.
Attorneys for Applicant
25800 Northwestern Highway, Ste. 1000
Southfield, Michigan 48075
(248)746-0700

Dated: 12-1-09

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:

- [x] 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) Authority: R436.1105(2d) and (3) Completion: Mandatory 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

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: COMEA UNIT I - 2010 - 2011 Wage Concession

DISCUSSION: The City of Monroe and COMEA Unit I, AFT Michigan Local Union No. 6091, AFL-CIO (representing the general staff) have reached a tentative agreement as follows:

The 2% base wage adjustment scheduled for July 1, 2010 shall be cancelled and shall be reestablished effective June 30, 2011. This agreement is contingent on the City funding the four (4) COMEA Unit I jobs that are scheduled for elimination effective July 1, 2010. If approved by Council, the City shall be committed to maintain these jobs for the 2010/11 fiscal year, unless any unforeseen negative financial event(s) occur beyond the City's control.

Based on the favorable ratification vote by the Union on Wednesday, June 2, 2010, I wish to recommend that City Council approve the attached Letter of Understanding.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 7, 2010

REASON FOR DEADLINE: 2010 - 2011 Fiscal Year Budget reductions

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: COMEA UNIT I

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Human Resources Director **DATE:** 6/03/10

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 6/07/10

LETTER OF UNDERSTANDING

Employees of COMEA Unit I recognize that a significant decline in the state and national economy has caused severe reductions in revenues for the City of Monroe. Among other impacts, these revenue reductions have made it necessary for the Monroe City Council to adopt a 2010/11 fiscal year budget that includes significant expenditure reductions that would result in the curtailment of some public services and some employee layoffs. In order to mitigate some of these negative impacts, employees of COMEA Unit I, AFT Michigan Local Union No. 6091, AFL-CIO and the City of Monroe hereby agree as follows:

1. The 2% base wage adjustment scheduled for July 1, 2010, and as reflected in Appendix B, of the parties' collective bargaining agreement, shall be cancelled.

2. Effective June 30, 2011, the 2% base wage rate adjustment cancelled pursuant to paragraph 1 above shall be reestablished but shall not be retroactive.

3. Based on the foregoing, the City Manager shall recommend to the Monroe City Council an amendment of the 2010/11 budget to reflect the inclusion of funding for the four (4) COMEA Unit I jobs that are scheduled for elimination effective July 1, 2010. If approved, the City shall be committed to maintaining these jobs for the 2010/11 fiscal year, unless any unforeseen negative financial event(s) occur beyond the City's control.

4. This Letter of Understanding is subject to the approval of the Monroe City Council and the Union's membership.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives, duly authorized, as of the date indicated.

CITY OF MONROE	COMEA UNIT I, AFT MICHIGAN LOCAL UNION NO. 6091, AFL-CIO
_____	_____
Robert E. Clark, Mayor	Paula J. Smith, President
_____	_____
George A. Brown, City Manager	Toby L. Worrell, Vice-President
_____	_____
Charles D. Evans, Clerk/Treasurer	Sheridan M. Hudson, Secretary
_____	_____
Peggy A. Howard, Human Resources Director	Shana Hayter, Treasurer

Dated:_____

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Proposed Moratorium on Resort SDD Licenses

DISCUSSION: Based upon the fact sheet and recommendation provided by the City Manager regarding a request for an Resort SDD License in the City of Monroe, the Planning Office, in conference with the City Manager, is recommending that a six (6) month moratorium be placed on all requests and applications for Resort SDD licenses in order that staff might review criteria in the state legislation creating the licenses, and more fully evaluate where and how these licenses might provide the greatest impact and benefit to the City of Monroe. The study would also examine the potential need for changes to the zoning code and master plans, if applicable.

The Planning Office therefore recommends that City Council adopt the attached resolution, implement the six (6) month moratorium, and authorize staff to undertake the necessary steps to develop a study consistent with the resolution and the direction of the City Manager.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 6.7.2010

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: ☒For ☐Against

REASON AGAINST: N/A

INITIATED BY: City Manager's Office, Planning Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Jeffrey Green, AICP **DATE:** 6.3.10

REVIEWED BY: George Brown **DATE:** 6.3.10

COUNCIL MEETING DATE: 6.7.10

R E S O L U T I O N

WHEREAS, on April 14, 1998, the Michigan Liquor Control Code, Public Act 58 of1998, was passed creating Resort SDD Licenses; and

WHEREAS, the Resort SDD license "…is designed to attract and accommodate tourists and visitors to the resort area;" and

WHEREAS, the City of Monroe is desirous of further exploring the potential benefits and uses of the Resort SDD Licenses and identifying those areas within the community, which would receive the greatest impact and benefit from their use; and

WHEREAS, determining where and when a Resort SDD License is appropriate will require extensive review of the legislation and possibly amending the local zoning ordinance pertaining to land uses, zoning classifications and other requirements; and

WHEREAS, the City Council has determined that it is necessary to undertake such a study; and

WHEREAS, the City Council has concluded that it would be counterproductive to entertain and act upon requests and applications for Resort SDD Licenses pending a complete review and study, as well as possible amendments to the Master Plan to order to ensure consistent, cohesive, and sensible development in the City; and

WHEREAS, the City Council recognizes that changes to the zoning ordinance and master plan may entail the need for work sessions and public hearings by both the City Council and the Citizens Planning Commission, as well as legislative action by the City Council, which may take several months to complete.

NOW, THEREFORE, be it resolved that the Monroe City Council declares a moratorium on all Resort SDD Licenses requests and applications for a period of six (6) months with no consideration or action to be taken until termination of the six (6) month period or, if less than six (6) months, until such time that the City Council has deemed the study and all requisite actions by the City or its representatives complete.