
RULE OF THE CHAMBER

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

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

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

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

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

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one week's notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9138. The City of Monroe website address is www.monroem.gov.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 19, 2011
7:30 P.M.
AMENDED**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Josh Myers, regarding Monroe County Community College "Career Technology Center Resolution".

V. COUNCIL ACTION.

252 Communication from the Director of Human Resources, submitting Proposed Ordinance No. 11-010, an ordinance to amend several sections of Chapter 127, Retirement, of the Code of the City of Monroe.

Proposed Ordinance No. 11-010, up for its first reading and recommending that the second reading and public hearing be set for Tuesday, January 17, 2012.

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

A. Approval of the minutes of the Regular Meeting held on Monday, December 5, 2011.

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

253 2012 Capital Improvement Bond Authorizing Resolution.

1. Communication from the Finance Director, submitting a bond authorizing resolution in the amount of \$4.05 million, \$1.9 million for the DDA parking project in the area of the Laurel-Finzel parking lot and \$2.15 million for the rehabilitation of the Macomb Street Bridge for a total project cost of \$4.625 million, and recommending that Council approve the attached Resolution Authorizing 2012 Capital Improvement Bonds.

2. Supporting documents.
 3. Accept, place on file and the resolution be adopted.
- 254 Macomb Street Bridge Rehabilitation – Construction Contract Award.
1. Communication from the Director of Engineering & Public Services, submitting the Macomb Street Bridge Rehabilitation construction contract, and recommending that Council award the construction contract for the Macomb Street Bridge Rehabilitation to E.C. Korneffel Co. in the amount of \$2,048,783.52 and that a total of \$2,356,000 be encumbered to include a 15% project contingency, with the final execution of the contract documents contingent upon the actual sale of bonds.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 255 Macomb Street Bridge Rehabilitation – Professional Services Contract Award for Inspection and Project Management
1. Communication from the Director of Engineering & Public Services, submitting the Macomb Street Bridge Rehabilitation Professional Services Contract for inspection and project management, and recommending that Council award a consultant inspection and management contract for the rehabilitation of the Macomb Street bridge to Spalding DeDecker associates, inc., in an amount "Not to Exceed" \$199,547 at the proposed rates, and that the Director of Engineering & Public Services be authorized to execute the agreement on behalf of the City.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 256 City Hall Masonry Rehabilitation Change Order Award.
1. Communication from the Director of Engineering & Public Services, submitting a change order to the City Hall Masonry Rehabilitation Contract to DRV Contractors LLC, and recommending that Council award a change order in the amount of \$10,485 to DRV Contractors, LLC for the above-described work, and that a total of \$11,000 be encumbered to include a 5% contingency, and further recommending that the Director of Engineering & Public Services be authorized to execute the Change Order on behalf of the City of Monroe.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 257 South Custer Booster Station Service Area Wideband Radio Replacement Purchase – Water Department.
1. Communication from the Director of Water & Wastewater Utilities, submitting a request to purchase eight (8) CalAmp Radios (Model DR 140-5046-300) for monitoring and controlling the South Custer Booster Station Service (SCBS) Area, and recommending that a purchase order in the amount of \$9,200 and a total amount of \$10,120 be encumbered to include a 10% contingency, be awarded to Kunding Controls, out of Auburn Hills, MI for providing eight (8) CalAmp Radios (Model DR 140-5046-300) in accordance with their quote (Q411260) dated 12-9-11.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 258 Borchert Park Drive Land Division.
1. Communication from the Director of Economic & Community Development submitting a proposed property division creating a new 26.5 acre parcel from parcel number 49-01527-002 located at the

terminus of Borchert Park Drive, east of Interstate 75 and south of East Front Street, and recommending that Council approve the proposed land division of parcel 49-01527-002 to create a new 26.5 acre parcel and authorize City Planning and Assessing staff to complete all required procedural steps and documentation to create the new parcel.

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

259 Foreclosed Properties Not Sold at the Monroe County Treasurer's Auction.

1. Communication from the Director of Economic & Community Development, submitting a request for objection of the transfer of four parcels and approval of one parcel, ID # 49-01055-000 (49 Kentucky Ave), from the foreclosed properties that were not sold at the Monroe County Treasurer's auction, and recommending that Council object to the transfer of the following foreclosed properties: parcel #'s 19-00094-000, 49-01020-000, 49-1214-001, and 59-01188-001; approve the receipt of one property identified as parcel # 49-01055-000 (49 Kentucky Ave) from the Monroe County Treasurer; and authorize the City Manager to execute the required letter of objection and acceptance documents.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

260 Monroe County Community College's Career Technology Center.

1. Communication from the Mayor's Office, submitting a proposed resolution to support the construction of the Monroe County Community College's Career Technology Center, and recommending that Council approve the proposed Resolution supporting the construction of the Career Technology Center at Monroe County Community College.
2. Supporting documents.
3. Accept, place on file and the resolution be adopted.

261 Elections Budget Amendment.

1. Communication from the Finance Director, submitting an amendment to the 2012 General Fund Budget to include funds for a February 2012 presidential primary election, which will be reimbursed by the State of Michigan, and recommending that Council approve amending the General Fund budget by increasing the election budget by \$13,188 and service revenue by \$13,188.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

262 Health Care Benefits/Non-Union Employees.

1. Communication from the Director of Human Resources, submitting an amended Health Care policy and summary descriptions of the plans now being offered for all regular full-time, non-union employees, and recommending that Council approve the attached amended Health Care policy that will be available for all regular full-time non-union employees and Appointed and Elected Officials of the City of Monroe, effective January 1, 2012.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

263 Voluntary Early Retirement Program Extension for Fire Command.

1. Communication from the Director of Human Resources, submitting a Letter of Understanding between the City of Monroe and the Monroe Firefighters Association, IAFF Local 326, representing the firefighters have reached a tentative agreement effective 12/7/2011 describing the details of the

Voluntary Early Retirement Program extension, and recommending that Council approve the attached Letter of Understanding with the IAFF.

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

264 Resolution Setting Minimum Staffing Levels in the Fire Department.

1. Communication from the **Fire Chief**, submitting a proposed resolution to set staffing levels in the Fire Department for the remainder of the calendar year 2011 and calendar 2012, and recommending that the resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

265 Monroe Public Access Cable Television Agreement Renewal and Amendment

1. Communication from the Finance Director, submitting a proposed extension agreement with the Monroe Public Access Cable Television, with an amendment to the Additional Services section of the extension agreement and to provide additional funding, and recommending that Council approve the attached "Extension Agreement between the City of Monroe and Public Access Cable Television, Inc."
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

266 Installation of New Public Sanitary Sewer – West Fourth Street between Hubble and Smith.

1. Communication from the Director of Engineering & Public Services, submitting Resolution No. 1 in the special assessment process declaring the installation of a new public sanitary sewer to service the properties located on West Fourth Street between Hubble Street and Smith Street a public necessity and recommending that the attached Resolution 1 be adopted, which directs the Engineering Department to prepare plans, specifications, and cost estimates for this project.
2. Supporting documents.
3. Accept, place on file and the resolution be adopted.

267 COMEA Unit II Ratification.

1. Communication from the Director of Human Resources, submitting the tentative agreement between the City of Monroe and COMEA Unit II (representing the supervisors), and recommending that Council approve the COMEA Unit II, 2012 – 2014 Collective Bargaining Agreement.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

268 Teamsters, Local 214.

1. Communication from the Director of Human Resources, submitting the tentative agreement between the City of Monroe and the Teamsters, Local 214, and recommending that should the Union's membership accept and ratify the above referenced offer on or before December 23, 2011 at 5:00 p.m., that the City Manager be authorized to approve and execute that agreement.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

VII. MAYOR'S COMMENTS.

VIII. CITY MANAGER COMMUNICATION.

IX. COUNCIL COMMENTS.

X. CITIZEN COMMENTS

XI. CLOSED EXECUTIVE SESSION TO DISCUSS COLLECTIVE BARGAINING. (Added at the meeting)

XII. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ordinance 11-010: An ordinance to amend several sections of Chapter 127, Retirement, of the Code of the City Monroe.

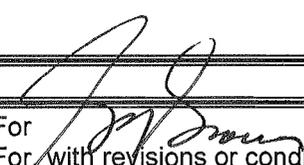
DISCUSSION: The proposed Ordinance is presented is present for Mayor and Council's review and consideration.

Cynthia Billings, attorney for the Board of Trustees of the City Employees' Retirement System, has suggested the attached amendments to Chapter 127 of the Code of the City of Monroe (Retirement Ordinance). The format and language of the amendments were reviewed and approved by the City Attorney.

- The amendment in Section 1 is technical to correct an error.
- The amendment in Section 2 is the IRS required HEART Act, which is required to be adopted by December 31, 2012.
- The amendment in Section 3 is for compliance with PA 314.
- The amendment in Section 4 is to conform to the City Manager's 2006 employment agreement.
- The amendment in Section 5 is technical to correct an error.
- The amendment in Section 6 is adoption of appeal procedures.

This ordinance is placed on the agenda for its' first reading on Monday, December 19, 2011; with a public hearing, second reading and anticipated passage on Tuesday, January 17, 2012.

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: Peggy A. Howard, HR Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

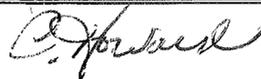
COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard



DATE: 12/13/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE:

ORDINANCE 11-010

1 An Ordinance to amend several sections of Chapter 127, Retirement, Article I, Municipal
2 Employees' Retirement System, and establish Article IV, Denial of Claim; Appeals, of the Code of the
3 City of Monroe.

4 **THE CITY OF MONROE ORDAINS:**

5 SECTION 1. AMENDMENT OF § 127-8, CREDITED SERVICE; LOSS OF CREDITED SERVICE;
6 REINSTATEMENT OF CREDITED SERVICE, SUBSECTION D.

7 §127-8, Credited service; loss of credited service; reinstatement of credited service, Subsection D,
8 shall be amended to read as follows:

9 ~~D. Restoration of forfeited credited service.~~

10 (1) A member who does not qualify for restoration of forfeited credited service under
11 Subsection C hereof, either because membership did not recommence within five years
12 after the last date of termination or because repayment under Subsection C(2) hereof was
13 not completed within five years of commencement of membership, may have forfeited
14 credited service restored upon payment of an amount of money to the retirement system.
15 The amount of money is the greater of the amounts described in Subsection D(1)(a) and
16 (b) below.

17 (a) This amount is a percentage of the member's pay times the number of years and
18 fractions of a year of forfeited credited service involved. The percentage is the
19 greater of 5% or the member's current contribution rate per § 127-26B. The
20 member's "pay," as used in this paragraph, means the amount of wages paid to
21 the member by the City as shown on the most recent W-2 form that reflects a full
22 12 months of employment.

23 (b) This amount is the amount of contributions the member withdrew at the last
24 termination of membership.

25 (2) Prior to August 1, 1986, the amount described in Subsection D(1) hereof shall be the
26 amount the member withdrew plus 3% interest compounded annually. Member
27 contributions and interest paid into the retirement system pursuant to this subsection after
28 August 15, 1986, are not subject to annuity withdrawal

29 SECTION 2. AMENDMENT OF § 127-9, MILITARY SERVICE CREDIT.

30 §127-9, Military service credit, shall be amended to add the following subparagraph:

31 C. Effective January 1, 2007, the beneficiary of a Member on leave of absence to perform
32 military service with reemployment rights described in Code Section 414(u) where Member cannot return
33 to employment on account of his or her death, shall be entitled to any additional benefits (other than
34 benefits accruals relating to the period of qualified military service) that would be provided under the Plan
35 had the Member died as an active employee, in accordance with Code Section 401(a) 37.

36 SECTION 3. AMENDMENT OF § 127-28, RESERVE FOR EMPLOYER CONTRIBUTIONS;
37 TRANSFER OF EXCESS FUNDS; CITY CONTRIBUTIONS, SUBSECTION C.

38 § 127-28. Reserve for employer contributions; transfer of excess funds; City contributions,
39 Subsection C, shall be amended to read as follows:

40 C. The financial objective of this section is to require City contributions to the retirement
41 system each fiscal year which, together with the contributions made by members during
42 the fiscal year, shall be sufficient to fully fund the cost of benefits likely to be paid on
43 account of service rendered by members during the year and to finance unfunded costs of
44 benefits likely to be paid on account of service rendered by members prior to the current
45 year over a period of not more than ~~40~~ 30 years. Such contributions shall be computed by
46 the actuary as level percents of member payroll, in accordance with generally accepted
47 actuarial principles, on the basis of such rates of interest and tables of experience as the
48 Board shall from time to time adopt. The City shall also contribute the anticipated cost of
49 any insurance coverage provided retirants and beneficiaries through the retirement
50 system. The Board shall annually certify to the Council the contributions determined

51 according to this section, and the Council shall appropriate and pay to the retirement
52 system the contributions so certified.

53 SECTION 4. AMENDMENT OF § 127-48. ALTERNATIVE RETIREMENT BENEFIT
54 PROVISIONS, SUBSECTION A(1).

55 § 127-48. Alternative retirement benefit provisions, Subsection A(1), shall be amended to read as
56 follows:

57 (1) New hires. The provisions of this section will become effective May 1, 1997, and will apply to all
58 nonunion employees of the City of Monroe hired on or after that date, with the exception of
59 Appointed Officials who have a written agreement with City Council for the City of Monroe,
60 which provides that they will be members of the defined benefit portion of the Retirement
61 System. The provisions of this section will apply to union employees of the City hired on or after
62 a specific ~~that~~ date, provided the bargaining unit representing such employees has negotiated with
63 the City to adopt the provisions of this section as part of a collective bargaining agreement with
64 the City.

65 SECTION 5. AMENDMENT OF § 127-48. ALTERNATIVE RETIREMENT BENEFIT
66 PROVISIONS, SUBSECTION B(4)(b).

67 § 127-48. Alternative retirement benefit provisions, Subsection B(4)(b), shall be amended to read
68 as follows:

69 (b) Benefits payable.

70 [1] A monthly benefit shall be payable in accordance with the following schedule:

Years of Credited Service	Monthly Benefit Payable
Less than 3	1.0% times final average compensation times credited service
At least 3, but less than 7	1.25% times final average compensation times credited service
7 or more	1.50% times final average compensation times credited service

71 [2] Final average compensation and credited service are determined as of the date of
72 disability by the Board of Trustees.

73 [3] Continuation of disability benefits under this section will be subject to the provisions of
74 § 127-21, except that, for the purposes of this section, the last sentence of § 127-21C
75 shall read: "The limitation of this subsection shall apply until the retirant would have met
76 all applicable age and service requirements for retirement, as provided in § 127-48B(1),
77 had employment with the City continued without interruption."

78 SECTION 6. ESTABLISHMENT OF ARTICLE IV., DENIAL OF BENEFIT CLAIM; APPEALS.

79 Chapter 127 shall be amended to Article IV., Denial of Benefit Claim; Appeals, as follows:

80 **ARTICLE IV, DENIAL OF BENEFIT CLAIM; APPEALS**

81 **§ 127-55. Denial of benefit claim; appeals**

82 A. A benefit claimant shall be notified in writing, within thirty (30) days of denial, in whole or part,
83 of a claim for benefits. The notification shall give the reason for the denial. A claimant may
84 request a formal rehearing on the denial. The rehearing shall be requested in writing, filed with
85 the Secretary for the Retirement System no later than ninety (90) days after the denial. The
86 request shall contain a statement of the claimant's reason for claiming the denial to be improper.
87 The Board of Trustees shall rehear the matter within sixty (60) days of receipt of the request. A
88 final written decision on the matter being appealed shall be issued by the Board of Trustees. The
89 decision shall include a summary of the findings of facts and an application of the ordinance
90 provisions or other applicable law.

91 B. With respect to disability benefits, if the Board of Trustees, the City, Member, beneficiary or any
92 other person claiming benefits hereunder shall disagree with the medical authority's medical
93 finding, the Board of Trustees on its own motion may or on petition of the City, Member,
94 beneficiary or other person claiming benefits hereunder, shall refer the matter in dispute to a third
95 physician appointed by the medical authority and the Member's physician. Such third physician
96 shall promptly examine the medical findings in dispute and shall within 60 days from its

97 appointment file with the Board of Trustees a written report of its findings, which shall be final
98 and binding as to the medical findings. The Retirement System will pay for the reasonable
99 expenses of the medical examination as completed by the third physician appointed by the
100 medical authority and the member's physician.

101 C. Appeals from a final decision of the Board of Trustees shall be to the circuit court and initiated by
102 filing for review in the circuit court as required by law within thirty (30) days after the Board of
103 Trustees has issued its final decision. The review of the court shall be restricted to the record
104 made before the Board of Trustees, and the court shall not permit the introduction of new
105 evidence on any of the issues presented before the Board of Trustees.

106 The decision of the Board of Trustees shall be upheld by the court unless the court finds
107 the decision of the Board of Trustees to be unlawful, arbitrary or capricious, or not supported by
108 substantial evidence on the entire record as submitted by the Board of Trustees.

109 SECTION 7. REPEALER.

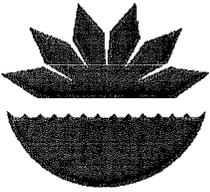
110 This Ordinance repeals and replaces all former ordinances or parts thereof conflicting or inconsistent
111 with the provisions of this Ordinance.

112 SECTION 8. SEVERABILITY.

113 If any section, subsection, sentence, clause or phrase of this Ordinance is declared unconstitutional by a
114 court of competent jurisdiction, such decision or holding shall not affect the validity of the remaining portions of
115 this Ordinance.

116 SECTION 9. EFFECTIVE DATE.

117 This Ordinance shall be in full force and effect immediately upon passage.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2012 Capital Improvement Bond Authorizing Resolution

DISCUSSION: The Mayor and City Council have previously approved notice of intent to issue bond resolutions for the DDA parking project generally in the area of the Laurel-Finzel parking lot and for the rehabilitation of the three City bridges crossing the River Raisin. The next step in the process is for the City Council to approve a bond authorizing resolution, which is the final action needed from the City Council for the bonds to be issued. The attached letter from bond counsel, Patrick McGow, explains the bond authorizing resolution and some of the reasons for it. The total bond to be issued would be \$4.05 million. \$1.9 million of that amount would be used for the DDA Parking Lot Project and the remaining amount, \$2.15 million, would be used for the rehabilitation of the Macomb Street Bridge.

The bond authorizing resolution notes a total project cost of \$4.625 million. The project cost not funded with this bond issue relates to the Macomb Street bridge project. The difference in cost will be funded with funds remaining from the first bridge bond issue that primarily funded the Winchester Street bridge rehabilitation. I have enclosed estimated cash flow schedules for each project. It is expected that the bond sale will occur in late January 2012.

It is recommended that the Mayor and City Council approve the attached "Resolution Authorizing 2012 Capital Improvement Bonds."

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 19, 2011

REASON FOR DEADLINE: To meet financing schedule

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Downtown Development Authority, Engineering

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 4,625,000
Cost of This Project Approval	\$ 4,625,000
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City

Account Number

Amount

\$ N/A
\$ N/A
\$ N/A
\$ N/A
\$ N/A

Other Funds

\$ N/A
\$ N/A
\$ N/A
\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director 

DATE: 12/14/11

REVIEWED BY: 

DATE: 12-14-11

COUNCIL MEETING DATE: December 19, 2011

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

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

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

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MEXICO: Monterrey

POLAND: Gdynia
Warsaw • Wroclaw

December 13, 2011

Via Email and U.S. Mail

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

Re: City of Monroe 2012 Capital Improvement Bonds (Limited Tax General
Obligation)

Dear Ed:

As we discussed, I have enclosed a Resolution Authorizing the 2012 Capital Improvement Bonds (Limited Tax General Obligation) to be considered for approval by the City Council at its meeting on Monday, December 19th. The Resolution authorizes the issuance of Bonds in the amount of \$4,050,000 to pay part of the costs of acquiring, constructing, furnishing and equipping certain public improvements in the City, including: a) bridge improvements, including rehabilitation of the Macomb Street and Roessler Street bridges, together with all appurtenances and attachments; and b) parking improvements, including all related land acquisition, landscaping, retaining wall improvements, utilities and all appurtenances and attachments (the "Projects").

The Bonds will pledge the City's limited tax full faith and credit for support of the Bonds. The actual debt service payments for the portion of the Bonds relating to the bridge projects are expected to be paid from the special bridge millage and the debt service payments for the portion of the Bonds relating to the parking improvements are expected to be paid from tax increment revenues from the Monroe Downtown Development Authority. The DDA has previously adopted a resolution requesting the City to issue the Bonds for the parking project and has pledged its tax increment revenues to pay debt service on that portion of the Bonds.

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

Mr. Edward Sell, Jr.

-2-

December 13, 2011

The Resolution is based upon the bond specifications prepared by Public Financial Management., the City's financial advisors. The Resolution sets forth the terms of the Bonds, the form of Bonds, the form of notice of sale and provides for a competitive public sale of the Bonds. The Resolution also authorizes various City officials to take the necessary actions to issue, sell and deliver the Bonds and delegates the authority to award the Bonds to the City Manager and/or Finance Director. There are various blanks in the Resolution in the form of bond and form of Notice of Sale that are intended to be in blank, those items will be completed in the final forms of those documents.

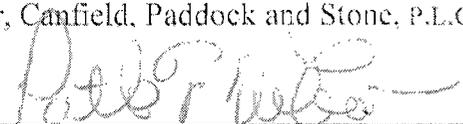
The enclosed Resolution is the only remaining approval from the City Council needed for this issue. If approved, the Resolution authorizes the City Manager and Finance Director to take the necessary steps to select the sale date, proceed with the sale of the Bonds and award the Bonds on the date of the sale of the Bonds to the bidder whose bid produces the lowest interest cost to the City.

We would appreciate receiving three (3) certified copies of the Resolution upon adoption by the City Council.

If you have any further questions please give me a call.

Very truly yours,

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

By: 

Patrick F. McGow

Cc: George Brown, City Manager
Kari Blanchett
Thomas Ready, Esq.

19,649,156,1A061967-00049

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

**RESOLUTION AUTHORIZING
2012 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)**

**City of Monroe
County of Monroe, State of Michigan**

Minutes of a regular meeting of the City Council of the City of Monroe, County of Monroe, State of Michigan (the "City"), held on December 19, 2011, at 7:00 o'clock p.m., Eastern Standard Time.

PRESENT: Members: _____

ABSENT: Members: _____

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

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the costs of paying part of the costs of acquiring, constructing, furnishing and equipping certain public improvements in the City, including: a) bridge improvements, including rehabilitation of the Macomb Street and Roessler Street bridges, together with all appurtenances and attachments; and b) parking improvements, including all related land acquisition, landscaping, retaining wall improvements, utilities and all appurtenances and attachments (together, the "Projects"); and

WHEREAS, the cost of the Projects are estimated to be approximately Four Million Six Hundred Twenty-Five Thousand Dollars (\$4,625,000); and

WHEREAS, to finance the cost of the Projects, the City Council deems it necessary to borrow the principal amount of not to exceed Four Million Fifty Thousand Dollars (\$4,050,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34") to pay the cost of the Projects; and

WHEREAS, notices of intent for bonds were published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and as of this date no petition has been filed with the Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2012 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed Four Million Fifty Thousand

Dollars(\$4,050,000) for the purpose of paying the cost of the Projects, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall be sold at public sale at a price not less than 99.5% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the bonds, then the bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at a bank or trust company as a registrar and transfer agent for the Bonds to be selected by the City Manager or Finance Director (the "Transfer Agent").

The Bonds shall be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the City Manager and Finance Director are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the Finance Director of the City upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Council, to be designated 2012 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the City Council, to be designated 2012 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Projects and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MONROE

CITY OF MONROE
2012 CAPITAL IMPROVEMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	May 1, _____	_____, 2012	

Registered Owner:

Principal Amount: _____ Dollars

The City of Monroe, County of Monroe, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2012 and semiannually thereafter. Principal of this bond is payable at the designated office of _____, _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$4,050,000, issued for the purpose of paying the cost of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 2013 to 2019, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 2020 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 2019, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the

original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Monroe, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF MONROE
County of Monroe
State of Michigan

By: _____
Its: Mayor

By: _____
Its: City Clerk

(SEAL)

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

_____, Michigan
Transfer Agent

By: _____
Authorized Signatory

[Bond printer to insert form of assignment]

7. Notice of Sale. The Finance Director is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in *The Bond Buyer*, New York, New York, which notice of sale shall be in substantially the following form:

OFFICIAL NOTICE OF SALE

\$4,050,000
CITY OF MONROE
COUNTY OF MONROE, STATE OF MICHIGAN
2012 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for the purchase of the above bonds will be received by the undersigned at the Offices of the Finance Director located at the Monroe City Hall, 120 E. First Street, Monroe, Michigan 48161 on _____, the ____ of ____, 2012 until ____ p.m., prevailing Eastern Time, at which time and place said bids will be publicly open ad read.

SEALED BIDS will also be received in the alterative on the same date and until the same time at the offices of the Municipal Advisory Council of Michigan (the “MAC”), Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, when, simultaneously, the bids will be opened and read.

FAXED BIDS: Signed bids may be submitted by fax to the City at fax number (734) 243-8683, Attention: Finance Director and by MAC members only to the MAC at (313) 963-0943, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the Section “GOOD FAITH” below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on November 1, 2012, and semiannually thereafter.

The bonds will mature on the 1st day of May in each of the years, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2013	\$ 90,000	2023	\$230,000
2014	120,000	2024	250,000
2015	110,000	2025	270,000
2016	115,000	2026	285,000

2017	120,000	2027	290,000
2018	140,000	2028	300,000
2019	155,000	2029	320,000
2020	175,000	2030	330,000
2021	190,000	2031	175,000
2022	205,000	2032	180,000

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding 6% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed two and one-half percent (2.5%) per annum. THE INTEREST RATE FOR EACH SERIAL OR TERM BOND MATURITY SHALL BE EQUAL TO OR GREATER THAN THE PRECEDING SERIAL OR TERM BOND MATURITY. No proposal for the purchase of less than all of the bonds or at a price less than 99.5% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2013 to 2019 inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2020 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 2019, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from May 1, 2013 through the final maturity as term bonds and the consecutive maturities on or after the year 2013 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on May 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and

nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of _____, _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing certain capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A good faith deposit in the form of a certified or cashier’s check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of \$_____ payable to the order of the Treasurer of the City will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the City as instructed by the City not later than Noon, prevailing Eastern Time, on the next business day following the sale. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on November 1, 2012 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to _____, 2012, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The successful bidder will be required to furnish, at delivery of the bonds, a certificate in a form acceptable to bond counsel as to the “issue price” of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”). Such certificate will

include (i) for those maturities where 10% of each such maturity of the bonds has been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, the price at which the first 10% of each such maturity was sold to members of the general public, and (ii) for those maturities where 10% of such maturity has not been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, an agreement by the successful bidder to provide bond counsel with the prices at which the first 10% of each such maturity is ultimately sold to members of the general public.

["QUALIFIED TAX EXEMPT OBLIGATIONS"]: The City has designated the bonds as "Qualified Tax Exempt Obligations" for purposes of the deduction of interest expense by financial institutions pursuant to the Code.]

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: The City or its financial advisor will provide the winning bidder with a reasonable number final Official Statements within 7 business days from the date of sale so as to permit the underwriter to comply with the Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Public Financial Management, Inc., financial advisor to the City, upon request and agreement by the underwriter to pay the cost of additional copies. Requests for additional copies should be made to Public Financial Management, Inc. within 24

hours of the date of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the Bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended December 31, 2012, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

FINANCIAL CONSULTANT: Further information relating to the bonds may be obtained from Public Financial Management, Inc., 305 E. Eisenhower Parkway, Suite 305, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700, Facsimile: (734) 994-9710, E-mail: blanchettk@pfm.com.

ENVELOPES containing the bids should be plainly marked "Proposal for 2012 Capital Improvement Bonds (Limited Tax General Obligation)."

Charles D. Evans, CMC, CMFA
City Clerk-Treasurer
City of Monroe

8. Useful Life of Project. The estimated period of usefulness of the Projects is hereby declared to be not less than twenty-one (21) years.

9. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. . The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Official Statement; Insurance; Ratings. The City Manager, Finance Director and the Treasurer are each authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the Financial Advisor to the City, the acquisition of such insurance would be of economic benefit to the City; and to obtain ratings on the Bonds.

11. Continuing Disclosure. The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the City Manager and Finance Director are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Authorization of Other Actions. The City Manager and Finance Director are each hereby authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this resolution. The City Manager and Finance Director are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. Award of Sale of Bonds. The City Manager and Finance Director are each hereby authorized on behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.



The PFM Group
 Public Finance Management, Inc.
 PFM Asset Management, LLC
 PFM Advisors

305 E. Eisenhower Parkway
 Suite 305
 Ann Arbor, MI 48108

(313) 994-8100
 (313) 994-8110 fax
 www.pfm.com

\$1,900,000
CITY OF MONROE
COUNTY OF MONROE, STATE OF MICHIGAN
LIMITED TAX DEVELOPMENT BONDS

<i>Dated Date:</i>	02/15/12
<i>1st Interest Payment Date:</i>	11/01/12
<i>Average Annual Payment</i>	\$160,878

CASH FLOW SCHEDULE

Fiscal Yr. End	Levy Year	Curr. Assessed Value (incl. 1.00% intr. equiv. IFT)	Less: Initial Assessed Value (IAV)	Estimated Captured Value	Captured Millage	Estimated Captured Taxes	Proposed Bonds dated		Interest Due 1-May	Total Payment	Excess Amount Avail. For Operating
							Principal Due 1-May	Interest Rates			
							\$1,900,000				
									2/15/12		
2010	2011										
2011	2012	\$24,749,400	\$15,836,210	\$8,913,190	25.4840	227,144			0	0	227,144
2012	2013	24,996,894	15,836,210	9,160,684	25.4840	233,451	67,556	20,000	47,500	135,056	98,395
2013	2014	25,246,863	15,836,210	9,410,653	25.4840	239,821	47,000	25,000	47,000	119,000	120,821
2014	2015	25,499,332	15,836,210	9,663,122	25.4840	246,255	46,375	30,000	46,375	122,750	123,505
2015	2016	25,754,325	15,836,210	9,918,115	25.4840	252,753	45,625	35,000	45,625	126,250	126,503
2016	2017	26,011,868	15,836,210	10,175,658	25.4840	259,316	44,750	40,000	44,750	129,500	129,816
2017	2018	26,271,987	15,836,210	10,435,777	25.4840	265,945	43,750	50,000	43,750	137,500	128,445
2018	2019	26,534,707	15,836,210	10,698,497	25.4840	272,640	42,500	60,000	42,500	145,000	127,640
2019	2020	26,800,054	15,836,210	10,963,844	25.4840	279,403	41,000	70,000	41,000	152,000	127,403
2020	2021	27,068,054	15,836,210	11,231,844	25.4840	286,232	39,250	80,000	39,250	158,500	127,732
2021	2022	27,338,735	15,836,210	11,502,525	25.4840	293,130	37,250	85,000	37,250	159,500	133,630
2022	2023	27,612,122	15,836,210	11,775,912	25.4840	300,097	35,125	95,000	35,125	165,250	134,847
2023	2024	27,888,243	15,836,210	12,052,033	25.4840	307,134	32,750	105,000	32,750	170,500	136,634
2024	2025	28,167,126	15,836,210	12,330,916	25.4840	314,241	30,125	115,000	30,125	175,250	138,991
2025	2026	28,448,797	15,836,210	12,612,587	25.4840	321,419	27,250	125,000	27,250	179,500	141,919
2026	2027	28,733,285	15,836,210	12,897,075	25.4840	328,669	24,125	135,000	24,125	183,250	145,419
2027	2028	29,020,618	15,836,210	13,184,408	25.4840	335,991	20,750	145,000	20,750	186,500	149,491
2028	2029	29,310,824	15,836,210	13,474,614	25.4840	343,387	17,125	160,000	17,125	194,250	149,137
2029	2030	29,603,932	15,836,210	13,767,722	25.4840	350,857	13,125	170,000	13,125	196,250	154,607
2030	2031	29,899,972	15,836,210	14,063,762	25.4840	358,401	8,875	175,000	8,875	192,750	165,651
2031	2032	30,198,971	15,836,210	14,362,761	25.4840	366,021	4,500	180,000	4,500	189,000	177,021
2032	2033						0	0	0	0	0
							\$6,182,309	\$1,900,000	\$648,750	\$3,217,556	\$2,964,753
											NW/KB
											12/12/2011



The PFM Group
 A Division of PFM Financial Services, Inc.

3005 E. Eisenhower Parkway
 Suite 305
 Ann Arbor, MI 48108
 734-994-9700
 734-994-0710 fax
 www.pfm.com

Millage -- Bridge Project

CITY OF MONROE
 County of Monroe, State of Michigan
 Proposed Capital Improvement Bonds

Series 2		Series 3	
Dated Date:	02/15/12	Dated Date:	06/01/13
1st Int Pymt Date:	11/01/12	1st Int Pymt Date:	11/01/13
First Levy Date:	12/01/10	First Levy Date:	12/01/10
Bond Term:	18.21 yrs	Bond Term:	16.92 yrs
Average Life:	11.07 yrs	Average Life:	11.92 yrs
1.5 Ratio	true	1.5 Ratio	true

Voted Millage: 0.52

SCHEDULE OF PROJECTED MILLAGE REQUIRED TO REPAY BONDED DEBT

Levy Year	Fiscal Yr. End 30-Jun	Taxable Value		Use of			Existing Debt & Mills		Proposed 2012 Capital Improvement Bonds \$2,150,000			Prop 2013 Bonds \$1,250,000			TOTALS	
		Projected Taxable Value [1]	Growth Rate	Existing Debt	Funds on Hand	Net Existing Debt	Interest Due 1-Nov	Principal Due 1-May	Interest Due 1-May	Series 2 Proposed Payment	Interest Rates	Principal Due 1-May	Series 3 Proposed Debt	Proposed & Extng Debt	Total Mills Levied	
2011	2012	\$859,042,125	0.00%	\$403,461	-	\$403,461	\$0	\$0	\$0	5.000%	\$0	\$0	\$0	\$403,461	0.47	
2012	2013	859,042,125	0.00%	184,653	-	184,653	76,444	53,750	200,194	5.000%	70,000	53,750	-	384,848	0.45	
2013	2014	859,042,125	0.00%	117,536	-	117,536	52,000	52,000	199,000	5.000%	95,000	52,000	-	382,421	0.45	
2014	2015	859,042,125	0.00%	116,051	-	116,051	49,625	49,625	179,250	5.000%	80,000	49,625	15,000	382,176	0.44	
2015	2016	867,632,546	1.00%	114,380	-	114,380	47,625	47,625	175,250	5.000%	80,000	47,625	25,000	385,643	0.44	
2016	2017	876,308,872	1.00%	112,462	-	112,462	45,625	45,625	171,250	5.000%	80,000	45,625	40,000	393,287	0.45	
2017	2018	885,071,960	1.00%	110,317	-	110,317	43,625	43,625	177,250	5.000%	90,000	43,625	40,000	394,842	0.45	
2018	2019	902,861,907	1.00%	108,110	-	108,110	41,375	41,375	177,750	5.000%	95,000	41,375	50,000	400,835	0.45	
2019	2020	911,890,526	1.00%	105,883	-	105,883	39,000	39,000	183,000	5.000%	105,000	39,000	55,000	405,983	0.45	
2020	2021	921,009,431	1.00%	103,531	-	103,531	36,375	36,375	182,750	5.000%	110,000	36,375	65,000	410,219	0.45	
2021	2022	930,219,525	1.00%	101,180	-	101,180	33,625	33,625	187,250	5.000%	120,000	33,625	65,000	413,630	0.45	
2022	2023	939,521,721	1.00%	103,408	-	103,408	30,625	30,625	196,250	5.000%	135,000	30,625	65,000	416,121	0.45	
2023	2024	948,916,938	1.00%	100,636	-	100,636	27,250	27,250	199,500	5.000%	145,000	27,250	70,000	417,861	0.44	
2024	2025	958,406,107	1.00%	97,776	-	97,776	23,625	23,625	202,250	5.000%	155,000	23,625	80,000	423,726	0.45	
2025	2026	967,990,168	1.00%	94,916	-	94,916	19,750	19,750	199,500	5.000%	160,000	19,750	95,000	428,516	0.45	
2026	2027	977,670,070	1.00%	91,990	-	91,990	15,750	15,750	186,500	5.000%	155,000	15,750	120,000	432,128	0.45	
2027	2028	987,446,771	1.00%	89,064	-	89,064	11,875	11,875	178,750	5.000%	155,000	11,875	140,000	434,552	0.44	
2028	2029	997,321,238	1.00%	86,072	-	86,072	8,000	8,000	176,000	5.000%	160,000	8,000	165,000	445,760	0.45	
2029	2030	1,007,294,451	1.00%	83,080	-	83,080	4,000	4,000	168,000	5.000%	160,000	4,000	160,000	420,280	0.42	
2030	2031						\$606,194	\$883,500	\$3,339,694	5.000%	\$2,150,000	\$2,107,085	\$2,107,085	\$7,776,284	0.00	
														NW/KB		
															12/12/2011	

[1] Includes 2011 Taxable Value of \$876,078,390 and 2011 Equivalent IFT value of \$8,455,355 less 2010 Captured Value of \$25,491,620.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MACOMB STREET BRIDGE REHABILITATION – CONSTRUCTION CONTRACT AWARD

DISCUSSION: As a result of Fall 2008 bridge inspections and subsequent condition analysis, City voters in November 2009 approved a Charter Amendment allowing the City to levy up to 0.52 mills per year for up to 20 years for repairs and rehabilitation of the Winchester, Macomb, and Roessler Street bridges. The first project, the rehabilitation of the Winchester Street Bridge, was completed in November 2010. The second project to be funded through this millage is the rehabilitation of the Macomb Street Bridge, which will consist of complete replacement of the superstructure, including the deck and beams, replacement of the backwalls and necessary portions of the piers and abutments. Following completion, the roadway will be narrowed from its current 42 feet to 37 feet (three lanes) with the extra five feet distributed among new wider sidewalks at each side, which will also be separated from roadway traffic by new railings. The contract also includes the complete reconstruction of Macomb Street from Elm Avenue to the bridge and the intersection of Macomb and Front as a part of this work, as well as replacement of the existing 12" water main carried by the bridge. This bridge was constructed in its current form in 1951, and the bituminous roadway surface was replaced with a new concrete deck surface in the early 1980s. Design was completed in early October by Spalding DeDecker Associates at a total cost of \$122,997, though we are still awaiting a permit from the Michigan Department of Environmental Quality (MDEQ).

Following a four-week advertisement period, bids were opened on Monday, December 5, and bidders were required to be pre-qualified by the Michigan Department of Transportation (MDOT) in bridge construction. There were eight (8) bidders, and a bid tabulation is attached for your review. The low bidder is E.C. Korneffel Co. of Trenton, Michigan. Their low bid of \$2,048,783.52 is 7.6% above the Engineer's Estimate of \$1,903,754.05. However, given the large number of bidders that already participated in this bidding and the need to move forward with this project as soon as possible to complete all work in 2012, there is no advantage to re-bidding this project, as it is highly unlikely that the City could secure lower bids. The millage request assumed \$2.5 million in total for this project including construction, engineering, and all other costs, but since the Winchester Street project came in substantially under its \$2 million total budget, the design engineering for Macomb Street was included in the first bond issue, and even with the low bid being slightly higher than expected, this project will fall well within its assumed budget in total. E.C. Korneffel was also the contractor on the Winchester Street Bridge project, and we were very pleased with their work. Obviously, we feel they are capable of completing this project successfully and recommend that they be awarded this contract. Since this work is being funded through a bond sale (which is also on this agenda for your approval), the City cannot actually enter into this contract until the bonds are actually sold, and as such, the contract approval will need to be conditioned upon this event. The project requires the payment of wages at rates set forth in the Federal Davis-Bacon Act, and Korneffel has had no difficulty in meeting those terms in the past.

IT IS RECOMMENDED that the City Council award the construction contract for the Macomb Street Bridge Rehabilitation to E.C. Korneffel Co. in the amount of \$2,048,783.52, and that a total of \$2,356,000 be encumbered to include a 15% project contingency, with the final execution of the contract documents contingent upon the actual sale of bonds.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 19, 2011

REASON FOR DEADLINE: The contract "Open to Traffic" date is September 28, 2012, but the contract cannot be executed until the bond sale is approved. The contractor would ideally like to begin demolition work in February 2012.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Water Department, traveling public at large

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$2,688,646*
	Cost of This Project Approval	\$2,356,000**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes construction cost of \$2,048,783.52, design costs of \$122,997, construction inspection and management costs of up to \$199,547, \$307,318.48 in contingencies, and \$10,000 in internal staff time for overall project tracking and contract management.

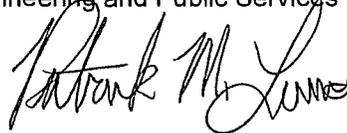
**Includes base construction cost (\$2,048,783.52) plus contingencies (\$307,318.48).

SOURCE OF FUNDS:	City	Account Number	Amount
	Macomb Street Bridge	401-95.449-818.020 11C03	\$2,270,440
	Macomb Street Water Main	591-40.538-818.020 12W01	\$85,560
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 12/15/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: December 19, 2011

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	NO. OF UNITS	0 - ENGINEER'S ESTIMATE			1 - E.C. KORNEFFEL CO.			2 - DAVIS CONSTRUCTION, INC.		
			UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization (10% Max.)	1.0	LS	\$173,068.55	\$173,068.55	\$147,500.00	\$147,500.00	\$200,000.00	\$200,000.00	\$200,000.00	
2	Pavt, Rem	3163.0	SYD	\$5.00	\$15,815.00	\$9.00	\$28,467.00	\$4.13	\$13,063.19	\$13,063.19	
3	Sidewalk, Rem	807.0	SYD	\$5.50	\$4,438.50	\$9.00	\$7,263.00	\$5.00	\$4,035.00	\$4,035.00	
4	Curb and Gutter, Rem	178.0	FT	\$5.00	\$890.00	\$6.00	\$1,068.00	\$5.00	\$890.00	\$890.00	
5	Embankment, CIP	243.0	CYD	\$5.00	\$1,215.00	\$28.00	\$6,804.00	\$6.12	\$1,487.16	\$1,487.16	
6	Excavation, Earth	891.0	CYD	\$4.00	\$3,564.00	\$26.00	\$23,166.00	\$6.29	\$5,604.39	\$5,604.39	
7	Subgrade Undercutting, Type II	100.0	CYD	\$10.00	\$1,000.00	\$26.00	\$2,600.00	\$15.00	\$1,500.00	\$1,500.00	
8	Erosion Control, Inlet Protection, Fabric Drop	15.0	EA	\$60.00	\$900.00	\$200.00	\$3,000.00	\$65.00	\$975.00	\$975.00	
9	Erosion Control, Silt Fence	400.0	FT	\$1.50	\$600.00	\$2.00	\$800.00	\$2.00	\$800.00	\$800.00	
10	Aggregate Base, 4 inch	119.0	SYD	\$4.00	\$476.00	\$6.00	\$714.00	\$10.68	\$1,270.92	\$1,270.92	
11	Aggregate Base, 12 inch	3178.0	SYD	\$7.00	\$22,246.00	\$7.50	\$23,835.00	\$10.19	\$32,383.82	\$32,383.82	
12	Sewer, C/A, 12 inch, Tr Det B	61.0	FT	\$27.00	\$1,647.00	\$36.00	\$2,196.00	\$35.00	\$2,135.00	\$2,135.00	
13	Video Taping Sewer and Culv Pipe	61.0	FT	\$1.00	\$61.00	\$10.00	\$610.00	\$15.00	\$915.00	\$915.00	
14	Dr Structure Cover, Adj, Case 2	15.0	EA	\$290.00	\$4,350.00	\$350.00	\$5,250.00	\$300.00	\$4,500.00	\$4,500.00	
15	Dr Structure Cover, Type B	3.0	EA	\$300.00	\$900.00	\$600.00	\$1,800.00	\$350.00	\$1,050.00	\$1,050.00	
16	Dr Structure Cover, Type D	2.0	EA	\$450.00	\$900.00	\$650.00	\$1,300.00	\$450.00	\$900.00	\$900.00	
17	Dr Structure Cover, Type K	6.0	EA	\$500.00	\$3,000.00	\$650.00	\$3,900.00	\$500.00	\$3,000.00	\$3,000.00	
18	Dr Structure Cover, Type Q	2.0	EA	\$300.00	\$600.00	\$600.00	\$1,200.00	\$350.00	\$700.00	\$700.00	
19	Dr Structure, 48 inch dia	2.0	EA	\$1,100.00	\$2,200.00	\$2,400.00	\$4,800.00	\$1,000.00	\$2,000.00	\$2,000.00	
20	Dr Structure, Adj, Add Depth	13.0	FT	\$130.00	\$1,690.00	\$150.00	\$1,950.00	\$100.00	\$1,300.00	\$1,300.00	
21	Dr Structure, Tap, 12 inch	1.0	EA	\$225.00	\$225.00	\$650.00	\$650.00	\$300.00	\$300.00	\$300.00	
22	Underdrain, Subgrade, 6 inch	1128.0	FT	\$5.00	\$5,640.00	\$6.00	\$6,768.00	\$5.00	\$5,640.00	\$5,640.00	
23	HMA, Temp Pavt (LVSP)	24.0	TON	\$50.00	\$1,200.00	\$150.00	\$3,600.00	\$275.00	\$6,600.00	\$6,600.00	
24	Conc Pavt, Nonreinf, 9 inch	2454.0	SYD	\$30.00	\$73,620.00	\$33.50	\$82,209.00	\$33.50	\$82,209.00	\$82,209.00	
25	Stamped Colored Conc Sidewalk, 6 inch	428.0	SFT	\$5.00	\$2,140.00	\$8.50	\$3,638.00	\$7.50	\$3,210.00	\$3,210.00	
26	Stamped Colored Conc Pavt, Nonreinf, 9 inch	129.0	SYD	\$36.00	\$4,644.00	\$75.00	\$9,675.00	\$74.00	\$9,546.00	\$9,546.00	
27	Joint, Contraction, Cp	1450.0	FT	\$9.00	\$13,050.00	\$9.00	\$13,050.00	\$9.00	\$13,050.00	\$13,050.00	
28	Joint, Expansion, E2	300.0	FT	\$14.00	\$4,200.00	\$18.00	\$5,400.00	\$18.00	\$5,400.00	\$5,400.00	
29	Joint, Expansion, E3	80.0	FT	\$5.00	\$400.00	\$9.00	\$720.00	\$9.00	\$720.00	\$720.00	
30	Salvage Brick Pavers	1949.0	SFT	\$8.00	\$15,592.00	\$2.75	\$5,359.75	\$1.10	\$2,143.90	\$2,143.90	
31	Driveway, Nonreinf Conc, 6 inch	111.0	SYD	\$27.00	\$2,997.00	\$36.50	\$4,051.50	\$27.50	\$3,052.50	\$3,052.50	
32	Curb and Gutter, Conc, Det C3	1156.0	FT	\$13.00	\$15,028.00	\$13.50	\$15,606.00	\$13.50	\$15,606.00	\$15,606.00	
33	Driveway Opening, Conc, Det M	52.0	FT	\$13.00	\$676.00	\$25.00	\$1,300.00	\$15.00	\$780.00	\$780.00	
34	Sidewalk, Conc, 6 inch	5283.0	SFT	\$3.00	\$15,849.00	\$4.00	\$21,132.00	\$3.00	\$15,849.00	\$15,849.00	
35	Sidewalk Ramp, Conc, 6 inch	1125.0	SFT	\$7.50	\$8,437.50	\$7.50	\$8,437.50	\$6.50	\$7,312.50	\$7,312.50	
36	Post, Steel, 3 lb	126.0	FT	\$4.00	\$504.00	\$4.00	\$504.00	\$4.25	\$535.50	\$535.50	

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	0 - ENGINEER'S ESTIMATE				1 - E.C. KORNEFFEL CO.				2 - DAVIS CONSTRUCTION, INC.			
	DESCRIPTION	NO. OF UNITS	UNITS	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
37	Sign, Type III, Erect, Salv	5.0	EA	\$175.00	\$35.00	\$175.00	\$50.00	\$250.00	\$40.00	\$200.00		
38	Sign, Type III, Rem	6.0	EA	\$60.00	\$10.00	\$60.00	\$25.00	\$150.00	\$1.00	\$6.00		
39	Sign, Type IIIB	8.0	SFT	\$104.00	\$13.00	\$104.00	\$25.00	\$200.00	\$17.00	\$136.00		
40	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	860.0	FT	\$3,870.00	\$4.50	\$3,870.00	\$5.35	\$4,601.00	\$5.35	\$4,601.00		
41	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	300.0	FT	\$3,150.00	\$10.50	\$3,150.00	\$10.25	\$3,075.00	\$10.25	\$3,075.00		
42	Pavt Mrkg, Ovly Cold Plastic, LT Turn Arrow Sym	7.0	EA	\$875.00	\$125.00	\$875.00	\$125.00	\$875.00	\$125.00	\$875.00		
43	Pavt Mrkg, Ovly Cold Plastic, RT Turn Arrow	1.0	EA	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00		
44	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	540.0	FT	\$81.00	\$0.15	\$81.00	\$0.47	\$253.80	\$0.47	\$253.80		
45	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	3370.0	FT	\$505.50	\$0.15	\$505.50	\$0.47	\$1,583.90	\$0.47	\$1,583.90		
46	Rem Curing Compound, for Longjt Mrkg, 4 inch	3910.0	FT	\$1,368.50	\$0.35	\$1,368.50	\$0.50	\$1,955.00	\$0.50	\$1,955.00		
47	Rem Curing Compound, for Spec Mrkg	350.0	SFT	\$385.00	\$1.10	\$385.00	\$1.50	\$525.00	\$1.50	\$525.00		
48	Pavt Mrkg, Ovly Cold Plastic, Only	8.0	EA	\$880.00	\$110.00	\$880.00	\$135.00	\$1,080.00	\$135.00	\$1,080.00		
49	Rem Spec Mrkg	524.0	SFT	\$628.80	\$1.20	\$628.80	\$1.50	\$786.00	\$1.50	\$786.00		
50	Barricade, Type III, High Intesity, DS, Lighted,	8.0	EA	\$960.00	\$120.00	\$960.00	\$57.00	\$456.00	\$60.00	\$480.00		
51	Barricade, Type III, High Intesity, DS, Lighted,	8.0	EA	\$800.00	\$100.00	\$800.00	\$0.01	\$0.08	\$1.00	\$8.00		
52	Barricade, Type III, High Intensity, Lighted, Furn	15.0	EA	\$1,125.00	\$75.00	\$1,125.00	\$45.00	\$675.00	\$50.00	\$750.00		
53	Barricade, Type III, High Intensity, Lighted, Oper	15.0	EA	\$1,500.00	\$100.00	\$1,500.00	\$0.01	\$0.15	\$1.00	\$15.00		
54	Lighted Arrow, Type C, Furn	1.0	EA	\$600.00	\$600.00	\$600.00	\$350.00	\$350.00	\$300.00	\$300.00		
55	Lighted Arrow, Type C, Oper	1.0	EA	\$200.00	\$200.00	\$200.00	\$500.00	\$500.00	\$1.00	\$1.00		
56	Minor Traf Devices	1.0	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
57	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	3158.0	FT	\$1,263.20	\$0.40	\$1,263.20	\$0.65	\$2,052.70	\$0.65	\$2,052.70		
58	Pavt Mrkg, Type NR, Paint, 4 inch, White, Temp	1200.0	FT	\$300.00	\$0.25	\$300.00	\$0.95	\$1,140.00	\$0.95	\$1,140.00		
59	Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	600.0	FT	\$150.00	\$0.25	\$150.00	\$0.95	\$570.00	\$0.95	\$570.00		
60	Pavt Mrkg, Type R, 4 inch, White, Temp	1600.0	FT	\$928.00	\$0.58	\$928.00	\$1.65	\$2,640.00	\$1.65	\$2,640.00		
61	Mavt Mrkg, Type R, 4 inch, Yellow, Temp	3400.0	FT	\$1,972.00	\$0.58	\$1,972.00	\$1.65	\$5,610.00	\$1.65	\$5,610.00		
62	Plastic Drum, High Intesity, Furn	88.0	EA	\$2,640.00	\$30.00	\$2,640.00	\$16.50	\$1,452.00	\$14.00	\$1,232.00		
63	Plastic Drum, High Intesity, Oper	88.0	EA	\$880.00	\$10.00	\$880.00	\$0.01	\$0.88	\$0.01	\$0.88		
64	Sign, Portable, Changeable Message, Furn	2.0	EA	\$9,000.00	\$4,500.00	\$9,000.00	\$3,000.00	\$6,000.00	\$2,200.00	\$4,400.00		
65	Sign, Portable, Changeable Message, Oper	2.0	EA	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$10.00	\$20.00		
66	Sign, Type A, Temp, Prismatic, Furn	66.0	SFT	\$462.00	\$7.00	\$462.00	\$3.00	\$198.00	\$2.50	\$165.00		
67	Sign, Type A, Temp, Prismatic, Oper	66.0	SFT	\$66.00	\$1.00	\$66.00	\$0.01	\$0.66	\$0.01	\$0.66		
68	Sign, Type B, Temp, Prismatic, Furn	1325.0	SFT	\$2,650.00	\$2.00	\$2,650.00	\$2.25	\$2,981.25	\$2.50	\$3,312.50		
69	Sign, Type B, Temp, Prismatic, Oper	1325.0	SFT	\$1,060.00	\$0.80	\$1,060.00	\$0.01	\$13.25	\$0.01	\$13.25		
70	Sign, Type B, Temp, Prismatic, Special, Furn	292.0	SFT	\$2,044.00	\$7.00	\$2,044.00	\$3.00	\$876.00	\$4.00	\$1,168.00		
71	Sign, Type B, Temp, Prismatic, Special, Oper	292.0	SFT	\$292.00	\$1.00	\$292.00	\$0.01	\$2.92	\$0.01	\$2.92		
72	Traffic Regulator Control	1.0	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00		

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	NO. OF UNITS	UNITS	0 - ENGINEER'S ESTIMATE		1 - E.C. KORNEFFEL CO.		2 - DAVIS CONSTRUCTION, INC.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
109	Joint Waterproofing	510.0	SFT	\$10.00	\$5,100.00	\$6.00	\$3,060.00	\$5.00	\$2,550.00
110	Bridge Railing, Aesthetic Parapet Tube	460.0	FT	\$160.00	\$73,600.00	\$135.00	\$62,100.00	\$145.00	\$66,700.00
111	Bridge Railing, Pedestrian Type	460.0	FT	\$85.00	\$39,100.00	\$120.00	\$55,200.00	\$150.00	\$69,000.00
112	Structure, Rehabilitation, Rem Portions	1.0	LS	\$189,000.00	\$189,000.00	\$475,000.00	\$475,000.00	\$252,876.00	\$252,876.00
113	Adhesive Anchoring of Vertical Bar, 1/2 inch	58.0	EA	\$20.00	\$1,160.00	\$25.00	\$1,450.00	\$20.00	\$1,160.00
114	Hh, Heavy Duty Cover	8.0	EA	\$1,000.00	\$8,000.00	\$823.00	\$6,584.00	\$823.00	\$6,584.00
115	Light Standard Rem and Salvage, Bridge	8.0	EA	\$400.00	\$3,200.00	\$299.60	\$2,396.80	\$300.00	\$2,400.00
116	Light Standard, Install, Bridge	8.0	EA	\$2,500.00	\$20,000.00	\$369.20	\$2,953.60	\$370.00	\$2,960.00
117	Miscellaneous Electrical Work	1.0	LS	\$20,000.00	\$20,000.00	\$4,204.93	\$4,204.93	\$4,205.00	\$4,205.00
118	Remove Water Main	1.0	LS	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00
119	Ductile Iron Water Main	121.0	FT	\$90.00	\$10,890.00	\$300.00	\$36,300.00	\$75.00	\$9,075.00
120	Ductile Iron Water Main - Suspended	234.0	FT	\$130.00	\$30,420.00	\$150.00	\$35,100.00	\$219.00	\$51,246.00
					\$1,903,754.05		\$2,048,783.52		\$2,081,782.84

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	3 - DAN'S EXCAVATING, INC.			4 - E.T. MACKENZIE COMPANY			5 - WALTER TOEBE CONSTRUCTION CO.		
		NO. OF UNITS	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Mobilization (10% Max.)	1.0	LS	\$210,000.00	\$210,000.00	\$199,175.88	\$199,175.88	\$200,000.00	\$200,000.00	
2	Pavt, Rem	3163.0	SYD	\$8.50	\$26,885.50	\$9.70	\$30,681.10	\$9.10	\$28,783.30	
3	Sidewalk, Rem	807.0	SYD	\$2.10	\$1,694.70	\$7.20	\$5,810.40	\$9.10	\$7,343.70	
4	Curb and Gutter, Rem	178.0	FT	\$6.00	\$1,068.00	\$7.95	\$1,415.10	\$16.00	\$2,848.00	
5	Embankment, CIP	243.0	CYD	\$13.00	\$3,159.00	\$23.00	\$5,589.00	\$40.00	\$9,720.00	
6	Excavation, Earth	891.0	CYD	\$10.25	\$9,132.75	\$21.00	\$18,711.00	\$15.00	\$13,365.00	
7	Subgrade Undercutting, Type II	100.0	CYD	\$20.00	\$2,000.00	\$1.00	\$100.00	\$34.00	\$3,400.00	
8	Erosion Control, Inlet Protection, Fabric Drop	15.0	EA	\$150.00	\$2,250.00	\$120.00	\$1,800.00	\$127.00	\$1,905.00	
9	Erosion Control, Silt Fence	400.0	FT	\$2.00	\$800.00	\$1.40	\$560.00	\$4.00	\$1,600.00	
10	Aggregate Base, 4 inch	119.0	SYD	\$12.00	\$1,428.00	\$6.65	\$791.35	\$7.00	\$833.00	
11	Aggregate Base, 12 inch	3178.0	SYD	\$12.50	\$39,725.00	\$12.00	\$38,136.00	\$11.15	\$35,434.70	
12	Sewer, CI A, 12 inch, Tr Det B	61.0	FT	\$50.00	\$3,050.00	\$85.00	\$5,185.00	\$68.00	\$4,148.00	
13	Video Taping Sewer and Culv Pipe	61.0	FT	\$5.00	\$305.00	\$8.25	\$503.25	\$4.00	\$244.00	
14	Dr Structure Cover, Adj, Case 2	15.0	EA	\$350.00	\$5,250.00	\$345.00	\$5,175.00	\$480.00	\$7,200.00	
15	Dr Structure Cover, Type B	3.0	EA	\$430.00	\$1,290.00	\$330.00	\$990.00	\$620.00	\$1,860.00	
16	Dr Structure Cover, Type D	2.0	EA	\$540.00	\$1,080.00	\$435.00	\$870.00	\$730.00	\$1,460.00	
17	Dr Structure Cover, Type K	6.0	EA	\$570.00	\$3,420.00	\$495.00	\$2,970.00	\$740.00	\$4,440.00	
18	Dr Structure Cover, Type Q	2.0	EA	\$430.00	\$860.00	\$330.00	\$660.00	\$620.00	\$1,240.00	
19	Dr Structure, 48 inch dia	2.0	EA	\$1,400.00	\$2,800.00	\$1,650.00	\$3,300.00	\$1,465.00	\$2,930.00	
20	Dr Structure, Adj, Add Depth	13.0	FT	\$150.00	\$1,950.00	\$300.00	\$3,900.00	\$303.00	\$3,939.00	
21	Dr Structure, Tap, 12 inch	1.0	EA	\$250.00	\$250.00	\$620.00	\$620.00	\$1,465.00	\$1,465.00	
22	Underdrain, Subgrade, 6 inch	1128.0	FT	\$8.00	\$9,024.00	\$8.20	\$9,249.60	\$12.15	\$13,705.20	
23	HMA, Temp Pavt (LVSP)	24.0	TON	\$150.00	\$3,600.00	\$265.00	\$6,360.00	\$278.00	\$6,672.00	
24	Conc Pavt, Nonreinf, 9 inch	2454.0	SYD	\$33.50	\$82,209.00	\$50.00	\$122,700.00	\$33.50	\$82,209.00	
25	Stamped Colored Conc Sidewalk, 6 inch	428.0	SFT	\$8.10	\$3,466.80	\$16.00	\$6,848.00	\$7.50	\$3,210.00	
26	Stamped Colored Conc Pavt, Nonreinf, 9 inch	129.0	SYD	\$74.00	\$9,546.00	\$205.00	\$26,445.00	\$74.00	\$9,546.00	
27	Joint, Contraction, Cp	1450.0	FT	\$9.00	\$13,050.00	\$9.55	\$13,847.50	\$9.00	\$13,050.00	
28	Joint, Expansion, E2	300.0	FT	\$18.00	\$5,400.00	\$17.00	\$5,100.00	\$18.00	\$5,400.00	
29	Joint, Expansion, E3	80.0	FT	\$9.00	\$720.00	\$7.70	\$616.00	\$9.00	\$720.00	
30	Salvage Brick Pavers	1949.0	SFT	\$1.00	\$1,949.00	\$0.70	\$1,364.30	\$5.80	\$11,304.20	
31	Driveway, Nonreinf Conc, 6 inch	111.0	SYD	\$33.50	\$3,718.50	\$44.00	\$4,884.00	\$27.50	\$3,052.50	
32	Curb and Gutter, Conc, Det C3	1156.0	FT	\$13.50	\$15,606.00	\$20.00	\$23,120.00	\$13.50	\$15,606.00	
33	Driveway Opening, Conc, Det M	52.0	FT	\$15.00	\$780.00	\$26.00	\$1,352.00	\$15.00	\$780.00	
34	Sidewalk, Conc, 6 inch	5283.0	SFT	\$3.60	\$19,018.80	\$4.40	\$23,245.20	\$3.00	\$15,849.00	
35	Sidewalk Ramp, Conc, 6 inch	1125.0	SFT	\$6.50	\$7,312.50	\$8.85	\$9,956.25	\$6.50	\$7,312.50	
36	Post, Steel, 3 lb	126.0	FT	\$4.25	\$535.50	\$4.25	\$535.50	\$4.25	\$535.50	

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	NO. OF UNITS	3 - DAN'S EXCAVATING, INC.			4 - E.T. MACKENZIE COMPANY			5 - WALTER TOEBE CONSTRUCTION CO.		
			UNITS	UNIT PRICE	TOTAL	UNITS	UNIT PRICE	TOTAL	UNITS	UNIT PRICE	TOTAL
37	Sign, Type III, Erect, Salv	5.0	EA	\$40.00	\$200.00	EA	\$40.00	\$200.00	EA	\$40.00	\$200.00
38	Sign, Type III, Rem	6.0	EA	\$1.00	\$6.00	EA	\$1.00	\$6.00	EA	\$1.00	\$6.00
39	Sign, Type IIIB	8.0	SFT	\$17.00	\$136.00	SFT	\$17.00	\$136.00	SFT	\$17.00	\$136.00
40	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	860.0	FT	\$5.35	\$4,601.00	FT	\$5.35	\$4,601.00	FT	\$5.50	\$4,730.00
41	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	300.0	FT	\$10.25	\$3,075.00	FT	\$10.00	\$3,000.00	FT	\$10.50	\$3,150.00
42	Pavt Mrkg, Ovly Cold Plastic, LT Turn Arrow Sym	7.0	EA	\$125.00	\$875.00	EA	\$125.00	\$875.00	EA	\$125.00	\$875.00
43	Pavt Mrkg, Ovly Cold Plastic, RT Turn Arrow	1.0	EA	\$125.00	\$125.00	EA	\$125.00	\$125.00	EA	\$125.00	\$125.00
44	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	540.0	FT	\$0.50	\$270.00	FT	\$0.50	\$270.00	FT	\$0.50	\$270.00
45	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	3370.0	FT	\$0.50	\$1,685.00	FT	\$0.50	\$1,685.00	FT	\$0.50	\$1,685.00
46	Rem Curing Compound, for Longit Mrkg, 4 inch	3910.0	FT	\$0.50	\$1,955.00	FT	\$0.50	\$1,955.00	FT	\$0.50	\$1,955.00
47	Rem Curing Compound, for Spec Mrkg	350.0	SFT	\$1.50	\$525.00	SFT	\$1.50	\$525.00	SFT	\$1.50	\$525.00
48	Pavt Mrkg, Ovly Cold Plastic, Only	8.0	EA	\$135.00	\$1,080.00	EA	\$135.00	\$1,080.00	EA	\$135.00	\$1,080.00
49	Rem Spec Mrkg	524.0	SFT	\$1.50	\$786.00	SFT	\$1.50	\$786.00	SFT	\$1.50	\$786.00
50	Barricade, Type III, High Intensity, DS, Lighted,	8.0	EA	\$60.00	\$480.00	EA	\$60.00	\$480.00	EA	\$60.00	\$480.00
51	Barricade, Type III, High Intensity, DS, Lighted,	8.0	EA	\$1.00	\$8.00	EA	\$1.00	\$8.00	EA	\$1.00	\$8.00
52	Barricade, Type III, High Intensity, Lighted, Furn	15.0	EA	\$50.00	\$750.00	EA	\$50.00	\$750.00	EA	\$50.00	\$750.00
53	Barricade, Type III, High Intensity, Lighted, Oper	15.0	EA	\$1.00	\$15.00	EA	\$1.00	\$15.00	EA	\$1.00	\$15.00
54	Lighted Arrow, Type C, Furn	1.0	EA	\$300.00	\$300.00	EA	\$300.00	\$300.00	EA	\$300.00	\$300.00
55	Lighted Arrow, Type C, Oper	1.0	EA	\$1.00	\$1.00	EA	\$1.00	\$1.00	EA	\$1.00	\$1.00
56	Minor Traf Devices	1.0	LS	\$10,000.00	\$10,000.00	LS	\$100.00	\$100.00	LS	\$10,000.00	\$10,000.00
57	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	3158.0	FT	\$0.65	\$2,052.70	FT	\$0.65	\$2,052.70	FT	\$0.65	\$2,052.70
58	Pavt Mrkg, Type NR, Paint, 4 inch, White, Temp	1200.0	FT	\$0.95	\$1,140.00	FT	\$0.95	\$1,140.00	FT	\$0.95	\$1,140.00
59	Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	600.0	FT	\$0.95	\$570.00	FT	\$0.95	\$570.00	FT	\$0.95	\$570.00
60	Pavt Mrkg, Type R, 4 inch, White, Temp	1600.0	FT	\$1.65	\$2,640.00	FT	\$1.65	\$2,640.00	FT	\$1.65	\$2,640.00
61	Mavt Mrkg, Type R, 4 inch, Yellow, Temp	3400.0	FT	\$1.65	\$5,610.00	FT	\$1.65	\$5,610.00	FT	\$1.65	\$5,610.00
62	Plastic Drum, High Intensity, Furn	88.0	EA	\$14.00	\$1,232.00	EA	\$14.00	\$1,232.00	EA	\$14.00	\$1,232.00
63	Plastic Drum, High Intensity, Oper	88.0	EA	\$0.01	\$0.88	EA	\$0.01	\$0.88	EA	\$0.01	\$0.88
64	Sign, Portable, Changeable Message, Furn	2.0	EA	\$2,200.00	\$4,400.00	EA	\$2,200.00	\$4,400.00	EA	\$2,200.00	\$4,400.00
65	Sign, Portable, Changeable Message, Oper	2.0	EA	\$10.00	\$20.00	EA	\$10.00	\$20.00	EA	\$10.00	\$20.00
66	Sign, Type A, Temp, Prismatic, Furn	66.0	SFT	\$2.50	\$165.00	SFT	\$2.50	\$165.00	SFT	\$2.50	\$165.00
67	Sign, Type A, Temp, Prismatic, Oper	66.0	SFT	\$0.01	\$0.66	SFT	\$0.01	\$0.66	SFT	\$0.01	\$0.66
68	Sign, Type B, Temp, Prismatic, Furn	1325.0	SFT	\$2.50	\$3,312.50	SFT	\$2.50	\$3,312.50	SFT	\$2.50	\$3,312.50
69	Sign, Type B, Temp, Prismatic, Oper	1325.0	SFT	\$0.01	\$13.25	SFT	\$0.01	\$13.25	SFT	\$0.01	\$13.25
70	Sign, Type B, Temp, Prismatic, Special, Furn	292.0	SFT	\$4.00	\$1,168.00	SFT	\$4.00	\$1,168.00	SFT	\$4.00	\$1,168.00
71	Sign, Type B, Temp, Prismatic, Special, Oper	292.0	SFT	\$0.01	\$2.92	SFT	\$0.01	\$2.92	SFT	\$0.01	\$2.92
72	Traffic Regulator Control	1.0	LS	\$7,500.00	\$7,500.00	LS	\$100.00	\$100.00	LS	\$0.01	\$0.01

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	NO. OF UNITS	UNITS	3 - DAN'S EXCAVATING, INC.		4 - E.T. MACKENZIE COMPANY		5 - WALTER TOEBE CONSTRUCTION CO.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
73	Fertilizer, Chemical Nutrient, CIA	14.0	LB	\$10.00	\$140.00	\$1.50	\$21.00	\$75.00	\$1,050.00
74	Mulch Blanket	300.0	SYD	\$2.50	\$750.00	\$1.85	\$555.00	\$8.00	\$2,400.00
75	Seeding, Mixture CR	5.0	LB	\$5.00	\$25.00	\$5.00	\$25.00	\$10.00	\$50.00
76	Seeding, Mixture TUF	14.0	LB	\$10.00	\$140.00	\$6.75	\$94.50	\$10.00	\$140.00
77	Topsoil Surface, Furn, 3 inch	300.0	SYD	\$10.00	\$3,000.00	\$8.35	\$2,505.00	\$9.00	\$2,700.00
78	Water, Sodding / Seeding	2.0	UNIT	\$25.00	\$50.00	\$125.00	\$250.00	\$250.00	\$500.00
79	Case Sign Panel	1.0	EA	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
80	Case Sign Panel, Rem	1.0	EA	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
81	Water Shutoff, Adj, Case 1	7.0	EA	\$150.00	\$1,050.00	\$345.00	\$2,415.00	\$303.00	\$2,121.00
82	Street Lighting System Removal, Approaches	1.0	LS	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00
83	Gate Box, Adj, Case 1	1.0	EA	\$170.00	\$170.00	\$345.00	\$345.00	\$303.00	\$303.00
84	Backfill, Structure, CIP	35.0	CYD	\$20.00	\$700.00	\$42.00	\$1,470.00	\$75.00	\$2,625.00
85	Excavation, Fdn	30.0	CYD	\$15.00	\$450.00	\$7.40	\$222.00	\$75.00	\$2,250.00
86	Underdrain Foundation, 4 inch	260.0	FT	\$4.00	\$1,040.00	\$1.85	\$481.00	\$6.00	\$1,560.00
87	Bridge Ltg, Furn and Rem	1.0	LS	\$2,000.00	\$2,000.00	\$4,200.00	\$4,200.00	\$1,000.00	\$1,000.00
88	Bridge Ltg., Oper and Maintain	212.0	SYD	\$1.00	\$212.00	\$3.30	\$699.60	\$1.00	\$212.00
89	Conduit, 3 inch	920.0	FT	\$3.70	\$3,404.00	\$3.70	\$3,404.00	\$4.00	\$3,680.00
90	Conduit, 4 inch	1840.0	FT	\$4.00	\$7,360.00	\$4.00	\$7,360.00	\$4.00	\$7,360.00
91	Expansion Joint Device	114.0	FT	\$150.00	\$17,100.00	\$150.00	\$17,100.00	\$125.00	\$14,250.00
92	Expansion Joint Device, Cover Plate	30.0	FT	\$125.00	\$3,750.00	\$155.00	\$4,650.00	\$150.00	\$4,500.00
93	False Decking	26105.0	SFT	\$0.01	\$261.05	\$0.01	\$261.05	\$0.01	\$261.05
94	Reinforcement, Steel, Epoxy Coated	146421.0	LB	\$0.90	\$131,778.90	\$1.00	\$146,421.00	\$0.90	\$131,778.90
95	Substructure Conc	215.0	CYD	\$450.00	\$96,750.00	\$400.00	\$86,000.00	\$525.00	\$112,875.00
96	Superstructure Conc	212.0	CYD	\$160.00	\$33,920.00	\$175.00	\$37,100.00	\$225.00	\$47,700.00
97	Superstructure Conc, Form, Finish, and Cure	1.0	LS	\$120,000.00	\$120,000.00	\$111,000.00	\$111,000.00	\$150,000.00	\$150,000.00
98	Superstructure Conc, Form, Finish, & Cure,	1.0	LS	\$190,000.00	\$190,000.00	\$260,000.00	\$260,000.00	\$300,000.00	\$300,000.00
99	Superstructure Conc,Night Casting	414.0	CYD	\$160.00	\$66,240.00	\$200.00	\$82,800.00	\$225.00	\$93,150.00
100	Conc, Grade D	15.0	CYD	\$950.00	\$14,250.00	\$760.00	\$11,400.00	\$500.00	\$7,500.00
101	Pipe Sleeve, 18 inch	9.0	EA	\$450.00	\$4,050.00	\$260.00	\$2,340.00	\$300.00	\$2,700.00
102	Concrete Insert, 3/4 inch	45.0	EA	\$25.00	\$1,125.00	\$17.00	\$765.00	\$20.00	\$900.00
103	Conc Surface Coating	1724.0	SYD	\$12.00	\$20,688.00	\$13.00	\$22,412.00	\$10.00	\$17,240.00
104	Prest Conc I Beam, Furn, 36 inch	1060.0	FT	\$108.00	\$114,480.00	\$105.00	\$111,300.00	\$115.00	\$121,900.00
105	Prest Conc I Beam, Erect, 36 inch	1060.0	FT	\$20.00	\$21,200.00	\$17.00	\$18,020.00	\$12.00	\$12,720.00
106	Prest Conc I Beam, Furn, 45 inch	1202.0	FT	\$121.00	\$145,442.00	\$115.00	\$138,230.00	\$125.00	\$150,250.00
107	Prest Conc I Beam, Erect, 45 inch	1202.0	FT	\$45.00	\$54,090.00	\$25.00	\$30,050.00	\$12.00	\$14,424.00
108	Bearing, Elastomeric, 3 inch	10120.0	SIN	\$0.01	\$101.20	\$1.00	\$10,120.00	\$0.01	\$101.20

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	NO. OF UNITS	UNITS	3 - DAN'S EXCAVATING, INC.		4 - E.T. MACKENZIE COMPANY		5 - WALTER TOEBE CONSTRUCTION CO.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
109	Joint Waterproofing	510.0	SFT	\$5.00	\$2,550.00	\$6.75	\$3,442.50	\$6.00	\$3,060.00
110	Bridge Railing, Aesthetic Parapet Tube	460.0	FT	\$132.00	\$60,720.00	\$155.00	\$71,300.00	\$180.00	\$82,800.00
111	Bridge Railing, Pedestrian Type	460.0	FT	\$140.00	\$64,400.00	\$120.00	\$55,200.00	\$200.00	\$92,000.00
112	Structure, Rehabilitation, Rem Portions	1.0	LS	\$374,000.00	\$374,000.00	\$234,000.00	\$234,000.00	\$170,000.00	\$170,000.00
113	Adhesive Anchoring of Vertical Bar, 1/2 inch	58.0	EA	\$15.00	\$870.00	\$13.00	\$754.00	\$40.00	\$2,320.00
114	Hh, Heavy Duty Cover	8.0	EA	\$825.00	\$6,600.00	\$825.00	\$6,600.00	\$823.00	\$6,584.00
115	Light Standard Rem and Salvage, Bridge	8.0	EA	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$300.00	\$2,400.00
116	Light Standard, Install, Bridge	8.0	EA	\$370.00	\$2,960.00	\$370.00	\$2,960.00	\$370.00	\$2,960.00
117	Miscellaneous Electrical Work	1.0	LS	\$4,250.00	\$4,250.00	\$4,200.00	\$4,200.00	\$4,300.00	\$4,300.00
118	Remove Water Main	1.0	LS	\$4,000.00	\$4,000.00	\$0.01	\$0.01	\$2,600.00	\$2,600.00
119	Ductile Iron Water Main	121.0	FT	\$190.00	\$22,990.00	\$305.00	\$36,905.00	\$137.00	\$16,577.00
120	Ductile Iron Water Main - Suspended	234.0	FT	\$160.00	\$37,440.00	\$230.00	\$53,820.00	\$197.00	\$46,098.00
					\$2,192,432.11		\$2,209,990.00		\$2,216,915.67

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	NO. OF UNITS	UNITS	6 - Z CONTRACTORS, INC.		7 - C.A. HULL CO., INC.		8 - ANLAAN CORPORATION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization (10% Max.)	1.0	LS	\$220,000.00	\$220,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
2	Pavt, Rem	3163.0	SYD	\$6.00	\$18,978.00	\$8.70	\$27,518.10	\$6.00	\$18,978.00
3	Sidewalk, Rem	807.0	SYD	\$3.50	\$2,824.50	\$4.80	\$3,873.60	\$3.50	\$2,824.50
4	Curb and Gutter, Rem	178.0	FT	\$9.00	\$1,602.00	\$5.50	\$979.00	\$9.00	\$1,602.00
5	Embankment, CIP	243.0	CYD	\$47.00	\$11,421.00	\$4.10	\$996.30	\$47.00	\$11,421.00
6	Excavation, Earth	891.0	CYD	\$18.00	\$16,038.00	\$12.70	\$11,315.70	\$18.00	\$16,038.00
7	Subgrade Undercutting, Type II	100.0	CYD	\$39.00	\$3,900.00	\$30.00	\$3,000.00	\$39.00	\$3,900.00
8	Erosion Control, Inlet Protection, Fabric Drop	15.0	EA	\$120.00	\$1,800.00	\$63.00	\$945.00	\$120.00	\$1,800.00
9	Erosion Control, Silt Fence	400.0	FT	\$2.50	\$1,000.00	\$3.00	\$1,200.00	\$2.50	\$1,000.00
10	Aggregate Base, 4 inch	119.0	SYD	\$3.50	\$416.50	\$11.00	\$1,309.00	\$3.50	\$416.50
11	Aggregate Base, 12 inch	3178.0	SYD	\$8.50	\$27,013.00	\$10.40	\$33,051.20	\$8.50	\$27,013.00
12	Sewer, C/A, 12 inch, Tr Det B	61.0	FT	\$32.00	\$1,952.00	\$37.00	\$2,257.00	\$32.00	\$1,952.00
13	Video Taping Sewer and Culv Pipe	61.0	FT	\$6.00	\$366.00	\$15.00	\$915.00	\$6.00	\$366.00
14	Dr Structure Cover, Adj, Case 2	15.0	EA	\$290.00	\$4,350.00	\$380.00	\$5,700.00	\$290.00	\$4,350.00
15	Dr Structure Cover, Type B	3.0	EA	\$460.00	\$1,380.00	\$545.00	\$1,635.00	\$460.00	\$1,380.00
16	Dr Structure Cover, Type D	2.0	EA	\$490.00	\$980.00	\$680.00	\$1,360.00	\$490.00	\$980.00
17	Dr Structure Cover, Type K	6.0	EA	\$650.00	\$3,900.00	\$760.00	\$4,560.00	\$650.00	\$3,900.00
18	Dr Structure Cover, Type Q	2.0	EA	\$490.00	\$980.00	\$570.00	\$1,140.00	\$490.00	\$980.00
19	Dr Structure, 48 inch dia	2.0	EA	\$1,880.00	\$3,760.00	\$1,300.00	\$2,600.00	\$1,880.00	\$3,760.00
20	Dr Structure, Adj, Add Depth	13.0	FT	\$145.00	\$1,885.00	\$220.00	\$2,860.00	\$145.00	\$1,885.00
21	Dr Structure, Tap, 12 inch	1.0	EA	\$290.00	\$290.00	\$500.00	\$500.00	\$290.00	\$290.00
22	Underdrain, Subgrade, 6 inch	1128.0	FT	\$13.00	\$14,664.00	\$9.00	\$10,152.00	\$13.00	\$14,664.00
23	HMA, Temp Pavt (LVSP)	24.0	TON	\$275.00	\$6,600.00	\$275.00	\$6,600.00	\$400.00	\$9,600.00
24	Conc Pavt, Nonreinf, 9 inch	2454.0	SYD	\$33.50	\$82,209.00	\$33.50	\$82,209.00	\$33.50	\$82,209.00
25	Stamped Colored Conc Sidewalk, 6 inch	428.0	SFT	\$7.50	\$3,210.00	\$7.50	\$3,210.00	\$7.50	\$3,210.00
26	Stamped Colored Conc Pavt, Nonreinf, 9 inch	129.0	SYD	\$74.00	\$9,546.00	\$74.00	\$9,546.00	\$74.00	\$9,546.00
27	Joint, Contraction, Cp	1450.0	FT	\$9.00	\$13,050.00	\$9.00	\$13,050.00	\$9.00	\$13,050.00
28	Joint, Expansion, E2	300.0	FT	\$18.00	\$5,400.00	\$18.00	\$5,400.00	\$18.00	\$5,400.00
29	Joint, Expansion, E3	80.0	FT	\$9.00	\$720.00	\$9.00	\$720.00	\$9.00	\$720.00
30	Salvage Brick Pavers	1949.0	SFT	\$1.00	\$1,949.00	\$4.00	\$7,796.00	\$1.00	\$1,949.00
31	Driveway, Nonreinf Conc, 6 inch	111.0	SYD	\$35.52	\$3,942.72	\$27.50	\$3,052.50	\$27.50	\$3,052.50
32	Curb and Gutter, Conc, Det C3	1156.0	FT	\$13.50	\$15,606.00	\$13.50	\$15,606.00	\$13.50	\$15,606.00
33	Driveway Opening, Conc, Det M	52.0	FT	\$15.00	\$780.00	\$15.00	\$780.00	\$15.00	\$780.00
34	Sidewalk, Conc, 6 inch	5283.0	SFT	\$3.78	\$19,969.74	\$3.00	\$15,849.00	\$3.00	\$15,849.00
35	Sidewalk Ramp, Conc, 6 inch	1125.0	SFT	\$7.69	\$8,651.25	\$6.50	\$7,312.50	\$6.50	\$7,312.50
36	Post, Steel, 3 lb	126.0	FT	\$4.25	\$535.50	\$4.25	\$535.50	\$4.25	\$535.50

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	NO. OF UNITS	UNITS	6 - Z CONTRACTORS, INC.			7 - C.A. HULL CO., INC.			8 - ANLAAN CORPORATION		
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
37	Sign, Type III, Erect, Salv	5.0	EA	\$40.00	\$200.00	\$40.00	\$200.00	\$40.00	\$200.00	\$40.00	\$200.00	
38	Sign, Type III, Rem	6.0	EA	\$1.00	\$6.00	\$1.00	\$6.00	\$1.00	\$6.00	\$1.00	\$6.00	
39	Sign, Type IIIB	8.0	SFT	\$17.00	\$136.00	\$17.00	\$136.00	\$17.00	\$136.00	\$17.00	\$136.00	
40	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	860.0	FT	\$5.35	\$4,601.00	\$5.35	\$4,601.00	\$5.35	\$4,601.00	\$5.35	\$4,601.00	
41	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	300.0	FT	\$10.25	\$3,075.00	\$10.25	\$3,075.00	\$10.25	\$3,075.00	\$10.25	\$3,075.00	
42	Pavt Mrkg, Ovly Cold Plastic, LT Turn Arrow Sym	7.0	EA	\$125.00	\$875.00	\$125.00	\$875.00	\$125.00	\$875.00	\$125.00	\$875.00	
43	Pavt Mrkg, Ovly Cold Plastic, RT Turn Arrow	1.0	EA	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	
44	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	540.0	FT	\$0.47	\$253.80	\$0.47	\$253.80	\$0.47	\$253.80	\$0.47	\$253.80	
45	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	3370.0	FT	\$0.47	\$1,583.90	\$0.47	\$1,583.90	\$0.47	\$1,583.90	\$0.47	\$1,583.90	
46	Rem Curing Compound, for Longit Mrkg, 4 inch	3910.0	FT	\$0.50	\$1,955.00	\$0.50	\$1,955.00	\$0.50	\$1,955.00	\$0.50	\$1,955.00	
47	Rem Curing Compound, for Spec Mrkg	350.0	SFT	\$1.50	\$525.00	\$1.50	\$525.00	\$1.50	\$525.00	\$1.50	\$525.00	
48	Pavt Mrkg, Ovly Cold Plastic, Only	8.0	EA	\$135.00	\$1,080.00	\$135.00	\$1,080.00	\$135.00	\$1,080.00	\$135.00	\$1,080.00	
49	Rem Spec Mrkg	524.0	SFT	\$1.50	\$786.00	\$1.50	\$786.00	\$1.50	\$786.00	\$1.50	\$786.00	
50	Barricade, Type III, High Intensity, DS, Lighted,	8.0	EA	\$60.00	\$480.00	\$60.00	\$480.00	\$60.00	\$480.00	\$60.00	\$480.00	
51	Barricade, Type III, High Intensity, DS, Lighted,	8.0	EA	\$1.00	\$8.00	\$1.00	\$8.00	\$1.00	\$8.00	\$1.00	\$8.00	
52	Barricade, Type III, High Intensity, Lighted, Furn	15.0	EA	\$50.00	\$750.00	\$50.00	\$750.00	\$50.00	\$750.00	\$50.00	\$750.00	
53	Barricade, Type III, High Intensity, Lighted, Oper	15.0	EA	\$1.00	\$15.00	\$1.00	\$15.00	\$1.00	\$15.00	\$1.00	\$15.00	
54	Lighted Arrow, Type C, Furn	1.0	EA	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	
55	Lighted Arrow, Type C, Oper	1.0	EA	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	
56	Minor Traf Devices	1.0	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
57	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	3158.0	FT	\$0.65	\$2,052.70	\$0.65	\$2,052.70	\$0.65	\$2,052.70	\$0.65	\$2,052.70	
58	Pavt Mrkg, Type NR, Paint, 4 inch, White, Temp	1200.0	FT	\$0.95	\$1,140.00	\$0.95	\$1,140.00	\$0.95	\$1,140.00	\$0.95	\$1,140.00	
59	Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	600.0	FT	\$0.95	\$570.00	\$0.95	\$570.00	\$0.95	\$570.00	\$0.95	\$570.00	
60	Pavt Mrkg, Type R, 4 inch, White, Temp	1600.0	FT	\$1.65	\$2,640.00	\$1.65	\$2,640.00	\$1.65	\$2,640.00	\$1.65	\$2,640.00	
61	Mavt Mrkg, Type R, 4 inch, Yellow, Temp	3400.0	FT	\$1.65	\$5,610.00	\$1.65	\$5,610.00	\$1.65	\$5,610.00	\$1.65	\$5,610.00	
62	Plastic Drum, High Intensity, Furn	88.0	EA	\$14.00	\$1,232.00	\$14.00	\$1,232.00	\$14.00	\$1,232.00	\$14.00	\$1,232.00	
63	Plastic Drum, High Intensity, Oper	88.0	EA	\$0.01	\$0.88	\$0.01	\$0.88	\$0.01	\$0.88	\$0.01	\$0.88	
64	Sign, Portable, Changeable Message, Furn	2.0	EA	\$2,200.00	\$4,400.00	\$2,200.00	\$4,400.00	\$2,200.00	\$4,400.00	\$2,200.00	\$4,400.00	
65	Sign, Portable, Changeable Message, Oper	2.0	EA	\$10.00	\$20.00	\$10.00	\$20.00	\$10.00	\$20.00	\$10.00	\$20.00	
66	Sign, Type A, Temp, Prismatic, Furn	66.0	SFT	\$2.50	\$165.00	\$2.50	\$165.00	\$2.50	\$165.00	\$2.50	\$165.00	
67	Sign, Type A, Temp, Prismatic, Oper	66.0	SFT	\$0.01	\$0.66	\$0.01	\$0.66	\$0.01	\$0.66	\$0.01	\$0.66	
68	Sign, Type B, Temp, Prismatic, Furn	1325.0	SFT	\$2.50	\$3,312.50	\$2.50	\$3,312.50	\$2.50	\$3,312.50	\$2.50	\$3,312.50	
69	Sign, Type B, Temp, Prismatic, Oper	1325.0	SFT	\$0.01	\$13.25	\$0.01	\$13.25	\$0.01	\$13.25	\$0.01	\$13.25	
70	Sign, Type B, Temp, Prismatic, Special, Furn	292.0	SFT	\$4.00	\$1,168.00	\$4.00	\$1,168.00	\$4.00	\$1,168.00	\$4.00	\$1,168.00	
71	Sign, Type B, Temp, Prismatic, Special, Oper	292.0	SFT	\$0.01	\$2.92	\$0.01	\$2.92	\$0.01	\$2.92	\$0.01	\$2.92	
72	Traffic Regulator Control	1.0	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	NO. OF UNITS	6 - Z CONTRACTORS, INC.			7 - C.A. HULL CO., INC.			8 - ANLAAN CORPORATION		
			UNITS	UNIT PRICE	TOTAL	UNITS	UNIT PRICE	TOTAL	UNITS	UNIT PRICE	TOTAL
73	Fertilizer, Chemical Nutrient, C/A	14.0	LB	\$57.00	\$798.00		\$2.50	\$35.00		\$57.00	\$798.00
74	Mulch Blanket	300.0	SYD	\$4.00	\$1,200.00		\$2.40	\$720.00		\$4.00	\$1,200.00
75	Seeding, Mixture CR	5.0	LB	\$31.00	\$155.00		\$2.70	\$13.50		\$31.00	\$155.00
76	Seeding, Mixture TUF	14.0	LB	\$29.50	\$413.00		\$5.60	\$78.40		\$29.50	\$413.00
77	Topsoil Surface, Furn, 3 inch	300.0	SYD	\$5.00	\$1,500.00		\$4.30	\$1,290.00		\$5.00	\$1,500.00
78	Water, Sodding / Seeding	2.0	UNIT	\$250.00	\$500.00		\$325.00	\$650.00		\$500.00	\$1,000.00
79	Case Sign Panel	1.0	EA	\$100.00	\$100.00		\$100.00	\$100.00		\$100.00	\$100.00
80	Case Sign Panel, Rem	1.0	EA	\$100.00	\$100.00		\$100.00	\$100.00		\$100.00	\$100.00
81	Water Shutoff, Adj, Case 1	7.0	EA	\$200.00	\$1,400.00		\$210.00	\$1,470.00		\$200.00	\$1,400.00
82	Street Lighting System Removal, Approaches	1.0	LS	\$2,300.00	\$2,300.00		\$2,300.00	\$2,300.00		\$2,300.00	\$2,300.00
83	Gate Box, Adj, Case 1	1.0	EA	\$240.00	\$240.00		\$195.00	\$195.00		\$240.00	\$240.00
84	Backfill, Structure, CIP	35.0	CYD	\$89.93	\$3,147.55		\$40.00	\$1,400.00		\$50.00	\$1,750.00
85	Excavation, Fdn	30.0	CYD	\$88.64	\$2,659.20		\$25.00	\$750.00		\$50.00	\$1,500.00
86	Underdrain Foundation, 4 inch	260.0	FT	\$4.71	\$1,224.60		\$8.00	\$2,080.00		\$5.00	\$1,300.00
87	Bridge Ltg, Furn and Rem	1.0	LS	\$1,063.33	\$1,063.33		\$500.00	\$500.00		\$500.00	\$500.00
88	Bridge Ltg., Oper and Maintain	212.0	SYD	\$2.42	\$513.04		\$1.00	\$212.00		\$5.00	\$1,060.00
89	Conduit, 3 inch	920.0	FT	\$3.68	\$3,385.60		\$3.68	\$3,385.60		\$3.68	\$3,385.60
90	Conduit, 4 inch	1840.0	FT	\$3.98	\$7,323.20		\$3.98	\$7,323.20		\$3.98	\$7,323.20
91	Expansion Joint Device	114.0	FT	\$135.00	\$15,390.00		\$150.00	\$17,100.00		\$150.00	\$17,100.00
92	Expansion Joint Device, Cover Plate	30.0	FT	\$110.00	\$3,300.00		\$300.00	\$9,000.00		\$150.00	\$4,500.00
93	False Decking	26105.0	SFT	\$0.01	\$261.05		\$0.01	\$261.05		\$0.01	\$261.05
94	Reinforcement, Steel, Epoxy Coated	146421.0	LB	\$1.00	\$146,421.00		\$0.95	\$139,099.95		\$1.00	\$146,421.00
95	Substructure Conc	215.0	CYD	\$760.00	\$163,400.00		\$550.00	\$118,250.00		\$450.00	\$96,750.00
96	Superstructure Conc	212.0	CYD	\$100.00	\$21,200.00		\$100.00	\$21,200.00		\$100.00	\$21,200.00
97	Superstructure Conc, Form, Finish, and Cure	1.0	LS	\$80,000.00	\$80,000.00		\$50,000.00	\$50,000.00		\$75,000.00	\$75,000.00
98	Superstructure Conc, Form, Finish, & Cure,	1.0	LS	\$320,000.00	\$320,000.00		\$350,000.00	\$350,000.00		\$250,000.00	\$250,000.00
99	Superstructure Conc, Night Casting	414.0	CYD	\$125.00	\$51,750.00		\$100.00	\$41,400.00		\$105.00	\$43,470.00
100	Conc, Grade D	15.0	CYD	\$2,000.00	\$30,000.00		\$1,000.00	\$15,000.00		\$450.00	\$6,750.00
101	Pipe Sleeve, 18 inch	9.0	EA	\$250.00	\$2,250.00		\$500.00	\$4,500.00		\$150.00	\$1,350.00
102	Concrete Insert, 3/4 inch	45.0	EA	\$120.00	\$5,400.00		\$35.00	\$1,575.00		\$25.00	\$1,125.00
103	Conc Surface Coating	1724.0	SYD	\$12.00	\$20,688.00		\$15.00	\$25,860.00		\$9.90	\$17,067.60
104	Prest Conc I Beam, Furn, 36 inch	1060.0	FT	\$85.00	\$90,100.00		\$125.00	\$132,500.00		\$100.00	\$106,000.00
105	Prest Conc I Beam, Erect, 36 inch	1060.0	FT	\$10.00	\$10,600.00		\$15.00	\$15,900.00		\$10.00	\$10,600.00
106	Prest Conc I Beam, Furn, 45 inch	1202.0	FT	\$128.00	\$153,856.00		\$150.00	\$180,300.00		\$150.00	\$180,300.00
107	Prest Conc I Beam, Erect, 45 inch	1202.0	FT	\$15.00	\$18,030.00		\$15.00	\$18,030.00		\$10.00	\$12,020.00
108	Bearing, Elastomeric, 3 inch	10120.0	SIN	\$0.25	\$2,530.00		\$1.50	\$15,180.00		\$0.50	\$5,060.00

MACOMB STREET BRIDGE REHABILITATION - BID TABULATION

	DESCRIPTION	NO. OF UNITS	UNITS	6 - Z CONTRACTORS, INC.		7 - C.A. HULL CO., INC.		8 - ANLAAN CORPORATION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
109	Joint Waterproofing	510.0	SFT	\$4.00	\$2,040.00	\$4.00	\$2,040.00	\$5.00	\$2,550.00
110	Bridge Railing, Aesthetic Parapet Tube	460.0	FT	\$121.00	\$55,660.00	\$150.00	\$69,000.00	\$90.00	\$41,400.00
111	Bridge Railing, Pedestrian Type	460.0	FT	\$190.00	\$87,400.00	\$140.00	\$64,400.00	\$150.00	\$69,000.00
112	Structure, Rehabilitation, Rem Portions	1.0	LS	\$386,800.00	\$386,800.00	\$545,000.00	\$545,000.00	\$815,000.00	\$815,000.00
113	Adhesive Anchoring of Vertical Bar, 1/2 inch	58.0	EA	\$14.00	\$812.00	\$15.00	\$870.00	\$10.00	\$580.00
114	Hh, Heavy Duty Cover	8.0	EA	\$823.00	\$6,584.00	\$823.00	\$6,584.00	\$823.00	\$6,584.00
115	Light Standard Rem and Salvage, Bridge	8.0	EA	\$299.60	\$2,396.80	\$299.60	\$2,396.80	\$299.60	\$2,396.80
116	Light Standard, Install, Bridge	8.0	EA	\$369.20	\$2,953.60	\$369.20	\$2,953.60	\$369.20	\$2,953.60
117	Miscellaneous Electrical Work	1.0	LS	\$4,204.93	\$4,204.93	\$4,204.93	\$4,204.93	\$4,204.93	\$4,204.93
118	Remove Water Main	1.0	LS	\$3,965.00	\$3,965.00	\$1,400.00	\$1,400.00	\$3,965.00	\$3,965.00
119	Ductile Iron Water Main	121.0	FT	\$280.00	\$33,880.00	\$272.00	\$32,912.00	\$280.00	\$33,880.00
120	Ductile Iron Water Main - Suspended	234.0	FT	\$175.00	\$40,950.00	\$228.00	\$53,352.00	\$225.00	\$52,650.00
					\$2,358,597.72		\$2,496,989.04		\$2,599,066.89



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MACOMB STREET BRIDGE REHABILITATION – PROFESSIONAL SERVICES CONTRACT AWARD FOR INSPECTION AND PROJECT MANAGEMENT

DISCUSSION: On this meeting agenda, there is a separate request for the approval of a contract to rehabilitate the Macomb Street bridge over the River Raisin. The background on that Fact Sheet provides the justification for proceeding with the award of the construction contract, and provided that contract is approved, the City will need to also make provision for the proper inspection and management of the contract. A design contract in the amount of \$99,897 was awarded to Spalding DeDecker Associates, Inc. at the February 22, 2011 City Council meeting, and additional work activities were directed by the City for hydraulic analysis (\$3,700, administrative within the awarded contingencies), underwater inspection (\$3,900, administrative within the awarded contingencies), and a re-design of the railing system to support a separation between the roadway and sidewalk on both sides (\$15,500 awarded by Council at the September 6 meeting), for a total design cost of \$122,997. Design was completed in early October, though we are still awaiting a permit from the Michigan Department of Environmental Quality (MDEQ).

The City of Monroe, while it maintains a full service Engineering Department staff, does not have sufficient staff expertise to handle all appropriate inspection and management activities on a bridge project of this type, and does not typically have the available staff time for continuous involvement on a project spanning this length of time without sacrificing other project involvement. As such, we will need to employ a consulting firm to assist us in project management and inspection for the entire project, though we will be involved in higher-level contract decisions, change orders, and pay requests as needed. The original Request for Proposals (RFP) from the design phase includes this section on consultant selection:

"The City of Monroe intends to award a separate consultant contract for construction inspection and administration following bid award. These services are not to be included in the fee for this proposal. However, the capability of consultant to perform these services may be considered in the award for this proposal, as the City may desire to have the same consultant perform design and construction services without performing an additional selection process in the future."

As such, the Engineering Department solicited a proposal from Spalding DeDecker Associates, Inc. to perform these services on our behalf, and their proposal with attachments has been attached for your review. While not specifically listed, it has been confirmed via email that their labor rates will not be increasing for the 2012 construction season. Based on "Exhibit B", they estimate that project work will require 2,139 person-hours, at labor rates ranging from \$69.00/hour for inspection personnel (more than 60% of the total), to \$129.00/hour for lead design and quality control personnel (less than 4% of the total), and \$158.00/hour for a two-person survey crew (less than 5% of the work hours). The lead inspector has worked with the City in the past on various projects, largely water main work in 2009 and 2010, and served as the primary inspector for Monroe Charter Township for many years when he was with Dietrich, Bailey, and Associates prior to their acquisition by Spalding DeDecker Associates. Of course, his inspection expertise in general construction will be supplemented when needed by other technical specialists, and it appears that the firm has qualified personnel available as needed to fulfill all aspects of the work. Their proposal would result in the work being billed on an hourly basis for the respective services provided, to a "Not to Exceed" total of \$199,547.00. Obviously, a longer than expected construction process or major field design changes would represent exceptions to this upper limit, but for significant exposure to contractor delays, it is expected that any such increase would be counter-balanced by liquidated damages assessed to the contractor. The City Council would be required to approve any increase to the "Not to Exceed" amount, and if required, justification would have to be provided. The hourly rates provided are within industry standards, and in the occasions where design personnel are expected to be involved, they would be billed at the same rate previously approved by the City Council.

(DISCUSSION CONTINUED NEXT PAGE)

(DISCUSSION CONTINUED)

While of course an additional consultant selection could be undertaken to solicit proposals from a number of firms, there are decided advantages to utilizing the same firm for both design and construction management, including chiefly the ability to respond more quickly to field design changes due to familiarity with the project, and a clear line of responsibility for all design and construction from start to finish. This sole source procurement was the same method utilized for both the Winchester Street Bridge Rehabilitation and the Elm / Dixie Intersection Reconstruction, the most recent large projects where we solicited consultant involvement on both the design and construction. Between the design costs of \$122,997 and the projected construction inspection / management costs of \$199,547, this would represent a total engineering services cost of \$322,544 if fully billed, which represents approximately 15.7% of the construction cost, and it is within industry standards and close to the 15% the City typically assumes internally on our projects. By comparison, for the Winchester Street Bridge project, consultant costs were 13.8% of the construction cost.

Like the construction contract, officially, the full scope of consultant work cannot be billed until the bond sale is completed. However, some minor expenditure of funds under the professional services contract may be desirable prior to the sale, such as attendance at a pre-construction meeting, and initial shop drawing review, to ensure that the project can start as soon as possible. Since there is still some funding remaining in the previous bond issue from the Winchester Street project to provide for this front-end work, we will authorize them to proceed with these types of pre-construction tasks immediately once the contract is approved by the City Council.

IT IS FURTHER RECOMMENDED that the City Council award a consultant inspection and management contract for the rehabilitation of the Macomb Street bridge to Spalding DeDecker Associates, Inc. in an amount "Not to Exceed" \$199,547 at the proposed rates, and that the Director of Engineering and Public Services be authorized to execute the agreement on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 19, 2011

REASON FOR DEADLINE: It is likely that the pre-construction meeting will be held in the next few weeks, and we would like the involvement of the selected consulting firm at this meeting and to begin shop drawing review as soon as possible.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Water Department, traveling public at large

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	\$2,688,646*
	Cost of This Project Approval	\$199,547
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

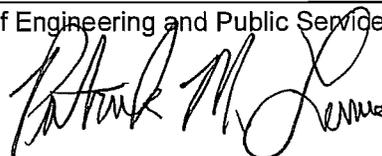
*Includes construction cost of \$2,048,783.52, design costs of \$122,997, construction inspection and management costs of up to \$199,547, \$307,318.48 in contingencies, and \$10,000 in internal staff time for overall project tracking and contract management.

SOURCE OF FUNDS:	City	Account Number	Amount
	Macomb Street Bridge	401-95.449-818.020 11C03	\$192,297
	Macomb Street Water Main	591-40.538-818.020 12W01	\$7,250
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 12/15/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: December 19, 2011



December 8, 2011

Mr. Patrick M. Lewis, PE
Director of Engineering and Public Services
City of Monroe
120 East First Street
Monroe, Michigan 48161

**Re: Macomb Street over Raisin River – Bridge Rehabilitation
Proposal for Construction Engineering Services**
SDA Job No.: PR11-362

Dear Mr. Lewis:

Spalding DeDecker Associates, Inc. (SDA) is very pleased to offer our professional construction engineering services for the Macomb Street Bridge Rehabilitation project. We have assembled a strong Team from our professional staff in partnership with Professional Service Industries, Inc. (PSI) to offer the following unique qualifications:

- Familiarity with the Design Team allowing for seamless transition from the Design and Bid Phase to the Construction Phase
- Extensive experience with similar projects working directly for MDOT and local communities and as a Consultant
- Close proximity to our Monroe office
- Demonstrated experience working with residents and other stakeholders on construction projects
- Demonstrated reliability to stay within schedules and budgets
- Exceptionally knowledgeable regarding design and construction policies and procedures on federally funded projects administered via the MDOT Local Agency Programs unit and *locally funded* projects.

Please do not hesitate to contact me if you need further information regarding this proposal.

Sincerely,
SPALDING DEDECKER ASSOCIATES, INC.

Chris Robbins, P.E.
Construction Engineering Department Manager



SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

December 8, 2011

Mr. Patrick M. Lewis, PE
Director of Engineering and Public Services
City of Monroe
120 East First Street
Monroe, Michigan 48161

Re: Macomb Street over Raisin River – Bridge Rehabilitation
Price Proposal for Professional Construction Engineering Services
SDA Job No.: PR11-362

Dear Mr. Lewis:

Spalding DeDecker Associates, Inc. (SDA) is very pleased to offer the following proposed fee for the above mentioned project:

CONSTRUCTION SERVICES	\$	<u>199,815.00*</u>
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*Construction services are based on percents of construction as follows:

Construction Staking:	1.25%
Construction Engineering and Inspection:	8.00%
Materials Testing:	1.25%

Please do not hesitate to contact me if you need further information regarding this proposal.

Sincerely,

SPALDING DEDECKER ASSOCIATES, INC.

Chris Robbins, P.E.
Construction Engineering Department Manager

Engineering Consultants

Organization Chart

City of Monroe
Macomb Street over Raisin River

**Director of Engineering
and Public Services**

Patrick Lewis, PE

**Resident Project
Representative**

John Becht

QA/QC

Chris Robbins, PE

SDA - Spalding DeDecker Associates, Inc.
PSI – Professional Service Industries, Inc.

*Key Personnel are listed in **bold font**.*

Survey (SDA)

Mike DeDecker, PS
Lead Surveyor

Ken Orban
Crew Chief

**Construction Engineering
(SDA)**

Ray Gallihugh
*Senior Construction
Technician*

Jerry Kramarz
Construction Technician

Diane Zobl
Office Technician

**Geotechnical / Testing
(PSI)**

**Construction Services
Testing**

Mahmoud E. El-Gamal, PE
Chief Engineer

Qualifications of Team

The **Spalding DeDecker Associates, Inc. (SDA)** Team will be led by Resident Project Representative **Mr. John Becht**. John will be responsible for the overall contract administration and management and will be the City's single point of contact for all issues on this project. John's 27-year career has focused on construction engineering of all types of infrastructure projects, with many completed for MDOT, MDOT LAP projects, or Local Governmental Entities.

Mr. Becht will be supported by **Ray Gallihugh**, Senior Construction Technician, bringing more than 46 years of construction engineering experience to the project, including extensive knowledge of bridge construction. **Jerry Kramarz** will be responsible for the full-time inspection of the project and will work with Mr. Gallihugh and Mr. Becht closely.

Diane Zobl will handle the Office Technician position working in Field Manager and coordinating document control for the project.

Quality Control and Quality Assurance (QA/QC) will be performed by an independent senior engineer, **Chris Robbins, PE**, utilizing SDA's extensive QA/QC process.

Mr. Becht will coordinate all material testing services provided by **Professional Service Industries, Inc. (PSI)**. PSI will be led by **Dr. Mahmoud E. El-Gamal, Ph.D., PE**.



The SDA Team has extensive experience with State and Local Agency bridge replacement/rehabilitation design projects. A summary of sample projects is listed below, and project details may be found in the enclosed resumes.

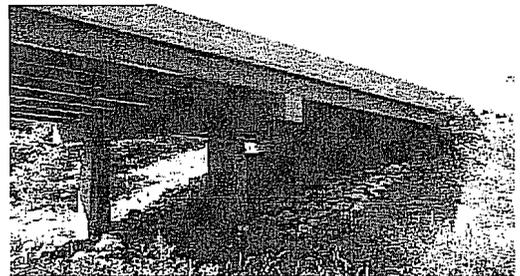
M-21 Bridge over Pine River Rehabilitation

Kimball and Clyde, Michigan

The rehabilitation of a three-span steel beam with a reinforced concrete deck superstructure on M-21 over Pine River in St. Clair County was required.

The project was constructed part width, which required a phased signalization system.

Spalding DeDecker Associates, Inc. (SDA) Services included topographical survey, design, inspection, contract administration, quality assurance for concrete and bituminous, construction staking, and project documentation.



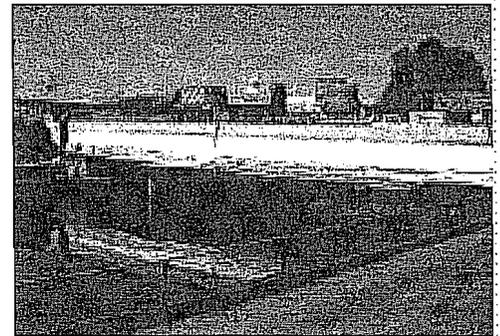
Dickinson Bridge – Construction Engineering Services

MDOT Contract ID: 50458-75499, Project 75499A

Mt. Clemens, Michigan

Spalding DeDecker Associates, Inc. (SDA) was retained by the City of Mt. Clemens to provide full Construction Engineering Services for the Dickinson Street Bridge Rehabilitation project.

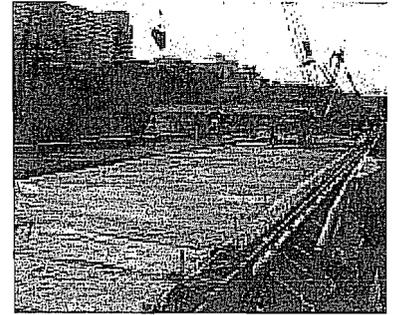
Bridge rehabilitation included concrete overlay, joint replacement, pin and hanger replacement, and painting of steel beams. The project was built on an expedited schedule to ensure speedy completion. SDA's Construction Engineering Department performed contract administration, office technician work, and construction observation. SDA performed detailed paint inspection of the steel beams per MDOT requirements, along with inspection of deck hydro-demolition, approach replacement, concrete overlay, barrier wall, and railing placement.



Fuller Road Bridges

Ann Arbor, Michigan

Spalding DeDecker Associates, Inc. (SDA) designed and provided construction engineering services for a new, three-span, prestressed concrete, box beam bridge with composite concrete deck over the Huron River, followed by the replacement of the existing bridge. Traffic was maintained over the existing bridge during construction of the first parallel bridge and moved over to the new bridge during the construction of the replacement bridge. The final roadway became a boulevard on one side and a two-lane road on the other side.



SDA was responsible for obtaining an environmental assessment, convening a public open house, utility relocations, traffic maintenance, construction inspection, contract administration, and construction staking.

M-25 Bridge over CSX and GTW Railroad

Port Huron, Michigan

Spalding DeDecker Associates, Inc. (SDA) provided design and construction engineering services for the rehabilitation of a single-span, steel truss superstructure on a severe skew over two railway lines (CSX and GTW railroads) in Port Huron, St. Clair County.



The project included superstructure rehabilitation with an overlay and substructure work. This required temporary steel supports for the superstructure, jacking of the superstructure, and major removal and replacement of the concrete abutments. Constructed under a full closure.

Services included inspection, contract administration, quality assurance for concrete and bituminous, construction staking, and project documentation.

PROJECT UNDERSTANDING

The existing structure is a three-span 230 ft. long bridge with cast-in-place, reinforced concrete arched tee beams. The existing bridge is 56.41 feet wide. The bridge cross-section consists of a 42 foot clear roadway with four traffic lanes and two 6-foot-wide clear sidewalks. The existing structure was built in 1951. The new structure will be three spans (68' + 94' + 68') long, constructing a continuous 9-inch reinforced concrete deck on Type II & Type III precast prestressed concrete I-beams. The substructure will have the top portions removed and new abutment tops and pier tops cast.

The approach pavement will be 9-inch nonreinforced concrete. A 12-inch diameter ductile iron water main will be constructed under the deck and extend through the backwalls to their tie in points.

The project will be constructed in four stages. The stages are set up generally so the intersections with the abutting Streets can be constructed. During Stage I, construction will start on the bridge, along with the temporary pavement on Macomb Street.

During Stage II, construction will continue on the bridge with the north half of the Front Street and Macomb Street intersection, along with the east half of Macomb Street from the Bridge to Elm reconstructed.

During Stage III, construction will continue on the bridge with the SE quadrant of Front Street and Macomb Street, along with the west half of Macomb Street from the Bridge to Elm Street reconstructed.

The fourth and final Stage will have the Bridge reconstruction completed, with the SW quadrant of Front Street and Macomb Street reconstructed.

During the Stage construction, Monroe Street will be used as the detour.

Project Schedule

The project is slated for a December 2011 letting. It appears that the selected Contractor could start the project by the first of February, 2012. The open to traffic date is September 28, 2012 with a Contract Completion date of November 2, 2012.

UNDERSTANDING OF SERVICES

The SDA Team, consisting of SDA along with PSI will provide the following services for the City of Monroe as part of the Macomb Street Bridge reconstruction project.

Construction Administration

John Becht will perform as the Resident Project Representative and is SDA's primary point of contact with Pat Lewis, PE, the City of Monroe's Representative. Mr. Becht will ensure the SDA Team performs in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals.

Mr. Becht will arrange and conduct conferences and meetings as required to carry out the services or as may be required by Mr. Lewis. Mr. Becht will also prepare and distribute minutes of all meetings.



Mr. Becht will provide appropriate coordination and contact, public relations, and cooperation with all affected local and state agencies, other Consultants and other Contractors; the general public; utility companies; and local police, fire, and emergency services which may be affected by the Project and are deemed to be the responsibility of the Consultant by the City of Monroe.

Project documentation must be complete, accurate, and timely for the success of any project, beginning with the initial pre-construction meeting minutes through the records review and closeout. The Office Technician committed to this project, Diane Zobl, is MDOT Certified in all aspects of FieldManager and FieldNet programs. She will fully utilize the latest versions of these programs to document the project and maintain the files in strict accordance with MDOT requirements. She will also review Inspector's Daily Reports (IDR's) and associated documents originating in the field, track material usage/certification and other submittals, prepare contractor payment requests in FieldManager, and maintain appropriate contact with all inspectors, technicians, and contractor administrators.

Our field personnel will demonstrate knowledge of, and performance in compliance with, the standard construction practices of the Michigan Department of Transportation; the Project construction contract, proposal, and plans; the 2012 Standard Specifications for Construction and all applicable publications referenced within; the Michigan Construction Manual; the Materials Sampling Guide; the Materials Quality Assurance Procedures Manual; the Density Control Handbook; Construction Advisories, Bureau of Highway Instructional Memorandum, any and all other references, guidelines, and procedures manuals needed to complete the project.

In addition to the guidelines and reference documents described above, we will prepare the following periodic, intermediate, and final reports, which may include, but are not limited to:

- Inspector's Daily Reports
- Work Orders
- Construction Item and Tested Material Records using FieldManager
- Transfer of Tested Materials
- Monthly Report on Material Inspection
- Moisture and Density Determination Reports (Form 582B)
- NPDES Storm Water Operator Reports (Form 1126)
- Inspector's Report of Concrete Placed (Form 1174A-M)
- Mr. Becht will arrange and conduct conferences and meetings as required. Mr. Becht will also prepare and distribute minutes of all meetings.
- Construction Estimate Bi-Weekly Report
- Bi-Weekly Construction Progress Report and Weekly Statement of Working Days Charged
- Force Accounts
- Contract Modifications (Recommendations and Authorizations)
- Extension of Time and Liquidated Damages

Project Inspection

- SDA will provide inspection of all Contractor field construction work, provide quality control, and confirm substantial conformance with the Specifications, Plans, and Proposal.
- SDA will complete a final inspection of all work included in the Project, or such portions thereof eligible for acceptance, after notification by the Contractor that the work is completed or after SDA's records show the work is completed. The final inspection shall include notifying the Contractor in writing of particular defects to be remedied if work is not acceptable to SDA.
- Mr. Becht will ascertain that each and every part of the Project has been performed in accordance with the plans and specifications, or such modifications thereof as may have been approved, and accept the Project. SDA will invite the Mr. Lewis and other City personnel to participate in the final acceptance.

Construction Staking

In general, our staking would include the following:

Bridge

- Stake bridge reference points and lines and provide offset stakes in all four quadrants of the proposed bridge
- Mark cut off elevations on the existing substructure units
- Mark elevations for the top of the substructure units
- Mark dowel locations or reference lines for installation of beams
- Measure top of beam elevations and compute haunch elevations
- Compute and mark screed elevations

Approaches

- Stake, offset, and grade underground storm sewer, water main and provide cut-sheets
- Mark removal limits
- Provide a one-time staking for stripping and rough-grading
- Provide a one-time final detailed staking for base and concrete paving

Testing and Reporting

- Material Testing and Density Control will be handled by PSI. Led by Dr. Mahmoud E. El-Gamal, PE, PSI will sample or test, or both, materials including, but not limited to: concrete quality assurance testing including concrete cylinder breaks, bituminous testing, off-site aggregate testing, on-site aggregate density testing and reporting, furnish off-site inspections and tests of and concrete aggregates, testing of required materials according to Materials Sampling Guide to be incorporated in the work.
- **Material Certification** - SDA and PSI will make certain that acceptable test reports and/or material certifications from the supplier have been received, prior to the incorporation of materials in the work, for materials tested off-site.
- **Material Reports** - SDA, in conjunction with PSI, will submit material test reports including, but not limited to, the Inspector's Report of Concrete Placed 1174A, Aggregate Inspection Reports 1900 & 1901, Bituminous QA reports, Concrete QA reports, and the "Moisture and Density Determination, Nuclear Method," Form 582B, etc. to the distribution list within one day of the testing. SDA's efficiency in getting the "Moisture and Density Determination, Nuclear Method," Form 582B, copy to the Lansing, Density

Technology Unit, 8885 Ricks Road, Lansing, MI 48909 will be measured by that unit and reflected on our evaluation.

Measurement, Computation, and Documentation of Quantities

- **Documentation** - The SDA Team will measure and compute quantities, provide appropriate documentation of all materials incorporated in the work and items of work completed, and maintain an item record account using FieldManager software. We will use the most current available version of FieldManager as the primary system for automation of all required office work.
- **Insufficient Tested Materials** - The SDA Team will track insufficient tested materials and notify the Contractor on a bi-weekly basis.

Closing All Project Documentation

- **Final Measure and Summarize** - The SDA Team will final field measure applicable items of work. John Becht shall prepare final summaries for applicable items of work.
- **Final Documents** - John Becht will prepare and submit the Final Estimate and Final Marked As-Constructed Plans. The Final Estimate Package shall be submitted to Pat Lewis.

SAFETY PROGRAM - SAFETY FIRST, QUALITY ALWAYS

The Board of Directors of Spalding DeDecker Associates, Inc. is concerned with the safety and health of the employees at SDA. As a result, we have implemented an Employee Health and Safety Program. The following summary highlights the major features of SDA's Safety Program.

ON-SITE OPERATIONS / PERSONAL PROTECTIVE EQUIPMENT / TRAFFIC SAFETY

SDA shall perform field operations in accordance with the Department's Personal Protective Equipment (PPE) Policy as stated in the MDOT Guidance Document #10118. When on project sites, employees are required to wear/use the following:

- SDA Glove-box Safety Manual
- Appropriate clothing / Safety vest with reflective tape
- Eye protection meeting ANSI Z87.1
- Hearing protection when subjected to intense noise levels
- Foot protection meeting ANSI Z41 and an impact rating of I-75
- Head protection meeting ANSI Z89.1, Type 1, Class E
- Hand protection
- Respirators (if necessary)
- Rotating Strobe Light mounted to top of trucks
- Water jugs to help prevent heat related injuries
- First Aid kits
- Signs / Safety Cones / Safety Flags
- Trucks with reflective safety tape

If, at any time, an employee feels uncomfortable working in a work zone when adhering to all of our standards, we encourage them to contact our company safety officer. Should an accident occur, all field personnel carry cellular phones to quickly react to any situation

MUST DRUG AND ALCOHOL TESTING PROGRAM

The MUST (Management and Unions Serving Together) Drug and Alcohol Testing Program is the industry model in southeastern Michigan. The Program's aims are to reduce personal injury and property damage, increase job efficiency, and train employees in safe working practices. **SDA is 100% compliant** under the MUST program for a **drug-free workplace** for all SDA employees, managers, and officers, both field and office staff.

All SDA field personnel have current certifications for **first aid and CPR**. All SDA field personnel have completed the safety training modules through the online **MustBeSafe.com** website. These modules provide a wide range of training relating to different situations that a field technician may be confronted with on a daily basis. Many of our personnel have been cross-trained in safety procedures for **confined space entry** techniques and the **40-hour OSHA HAZWOPER** program. Although these hazards are not anticipated for this project, our involvement in this training illustrates our commitment to safety training and also expands our employees' safety knowledge base.

COMMUNICATION PLAN – For All Personnel

A critical element in successful project development is good communication. Because every SDA Team Member has his/her own roles and responsibilities, it is crucial that an effective communication plan be in place from the beginning of the project to share information reliably and with the appropriate people.

The SDA Team Resident Project Representative, **John Becht**, will be the **primary point-of-contact** with the City of Monroe's Manager, **Pat Lewis, PE**. Mr. Lewis can direct all project issues, whether technical, contractual, or safety related, to John for prompt attention and response. Issues which may substantially affect the project will be well-documented. John and Key SDA Team Members will attend the **Pre-Construction Meetings** with the City of Monroe, during which the communication plan will be confirmed. Mr. Lewis will be provided with a list of phone numbers, office addresses, and e-mail addresses of all SDA Team Members for his reference. This list will also contain the mobile phone numbers of the SDA Team Project Engineer and Key Team Members.



John E. Becht

Resident Project Representative

Mr. Becht has more than 27 years of experience in commercial and construction engineering. In his role as Resident Project Representative, John is responsible for managing public and private construction engineering projects

John has worked on numerous public works and private development projects on behalf of our municipal clients. As a Contract Administrator of the construction staff, John is responsible for supervising on-site construction technicians, reviewing construction daily reports, responding to resident complaints, hosting construction progress meetings, reviewing project pay applications and quantities with the contractors, negotiating contractor construction claims, and assisting in project close-out and acceptance reports.

RELEVANT EXPERIENCE

Stephenson Highway, 14 Mile to I-75, Troy, MI – Lead Construction Inspector for construction of this pavement rehabilitation project. John was responsible for full construction engineering of 1.75 miles of rehabilitation of Stephenson Highway from 14 Mile to I-75. The project included concrete curb repair and placement; installation of storm sewer to provide for drainage; relocation and rehabilitation of crossover lanes; pavement and joint repair; replacement of sections of roadway; bituminous overlay; and geometric improvements. SDA provided complete construction engineering services including construction inspection, contract administration, material testing and construction survey QA. (MDOT Local Agency Project)

Newburgh Road Rehabilitation, Livonia, MI – Resident Project Representative for 0.90 miles of hot mix asphalt resurfacing cold milling, concrete road repairs, and storm drainage improvements. Responsible to review daily construction reports, verify quantities, process pay certifications, negotiate change orders and contractor claims, and maintain contract documentation. (MDOT Local Agency Project)

Inkster 2007 Road Repair Program, Inkster, MI – Resident Project Representative for over 11 miles of hot mix asphalt resurfacing cold milling, concrete road repairs, and joint repairs on 38 streets throughout the City. Responsible to review daily construction reports, verify quantities, process pay certifications, negotiate change orders and contractor claims, and maintain contract documentation.

John Daly Bridge Reconstruction, Inkster, MI – Resident Project Representative responsible for the reconstruction of a single span concrete bridge over the Rouge River including improvements to the water main and storm sewer. Responsible for on site inspection and testing, contract documentation, processed pay applications, negotiated change orders, and completed project close out. (MDOT Local Agency Project)

Northline Road Reconstruction, Taylor, MI - Construction Technician responsible for construction engineering of two miles of 5-lane concrete pavement widening and replacement and utility relocation. Responsible for construction documentation, coordinating site testing, and quality control.

EDUCATION

Bachelor of Science in Construction Engineering, 1984
Lawrence Technological University,
Southfield, Michigan

SPECIALIZED TRAINING

APWA Certified Public Infrastructure Inspector

Compliance Solutions – Certificate No. 754792956, Certified 40 hours
HAZWOPER in accordance with 29 CFR 1910.120(e), 3/20/09

MDEQ Certificate No. C-10-0046 for Part 91, Soil Erosion and Sedimentation Control, exp. 2/16/15

MDEQ Certificate No. C-04089 A-1j
Stormwater Management – Construction Site, exp. 7/1/12

MDOT Field Manager Certification
Bituminous Inspection
Concrete Inspection
Office Technician

Michigan State University - Pavement Design, Pavement Rehabilitation

CAMTEC – OHA-MIOSHA 10 Hour Construction Safety Course

Excavation Safety – Competent Person Training

HDPE Pipe Fusion Academy

Raymond H. Gallihugh

Senior Construction Technician

Mr. Gallihugh is a seasoned Construction Technician with over 46 years of field experience, 35 years of which were with MDOT prior to his retirement and eight years with SDA. His strength is that he understands the field work and the Office Document requirements that are crucial for a project to successfully pass the audit protocol.

Mr. Gallihugh is familiar with related standard concepts, practices, and procedures and works under general supervision and reports to the Resident Project Representative. He is also certified in the Field Manager Program for use on all State and Federally funded construction jobs.

RELEVANT EXPERIENCE

Stephenson Highway, 14 Mile to I-75, Troy, MI – Construction Inspector for construction of this pavement rehabilitation project. The project included concrete curb repair and placement; installation of storm sewer to provide for drainage; relocation and rehabilitation of crossover lanes; pavement and joint repair; replacement of sections of roadway; bituminous overlay; utility relocation and geometric improvements.

Dickinson Bridge Rehabilitation over the Clinton River, Mt. Clemens, MI - Lead Construction Technician responsible for the successful contract completion of this \$700,000 project. Services included oversight of demolition and replacement of the bridge deck, sidewalks, barrier walls, and approaches; as well as the rehabilitation of the steel structural components.

MDOT Taylor TSC Office Technician - Office Tech. preparing/compiling Contract documents including IDRs, Contract Modifications, Pay Estimates, Testing Orders, Material Certifications, Certified Payrolls / Interviews, Contractor Compliance Forms, and DBE status. Set up and maintain hard files according to MDOT codes and procedures. Adept at using FieldManager and FieldNet.

2006 Livonia Asphalt Paving Program, City of Livonia, MI – Construction Technician responsible for the rehabilitation or reconstruction of various streets. Work included removing or cold milling the existing pavement, drainage improvements, placing asphalt surface and restoration.

M-29 Palms Road to Flamingo Road, Clay and Ira Township, MI - Construction Technician for construction services for 4.36 km (2.71 miles) of cold milling and hot mix asphalt resurfacing and minor drainage improvements on M-29 from Flamingo Road northerly to Palms Road in Clay and Ira Townships.

MDOT I-75 and I-96 Interchange Construction, Detroit, MI - Construction Technician responsible for concrete and asphalt paving inspections on this \$18 million dollar job.

MDOT M-59 Construction, MI - Construction Technician responsible for Earth/Grade Work, Road, Survey Crew, and Storm Sewer inspections on this \$75 million dollar job.

EXPERIENCE

Since 1963

SPECIALIZED TRAINING

MDEQ Certificate No. 03-0455 for Part 91, Soil Erosion and Sedimentation Control,

Safe2Work Safety Training Program, 2004

MDEQ Certificate No. C-09757 A-1j Storm Water Management – construction Site, 2003
Part 91, Soil Erosion and Sedimentation Control, 2003

MDOT FieldManager Certification, 1999

MDOT Materials Acceptance Process Training, 2004

MDOT Bridge Paint Inspection School, 2000

Jerome A. Kramarz

Construction Technician

With more than 36 years in the construction and inspection industries, Jerry is adept in many levels of construction engineering. He has knowledge of commonly-used concepts, practices, and procedures within the construction engineering field. Under the guidance of a Resident Project Representative. He will work under immediate supervision and according to pre-established guidelines to perform the functions of the job.

RELEVANT EXPERIENCE

2007 Inkster Road Repair Program, Inkster, Michigan – Construction Technician for over 11 miles of hot mix asphalt resurfacing, cold milling, concrete road repairs, and joint repairs on 38 streets throughout the City. Responsibilities included identifying and marking the appropriate corrections required for the pavement, preparing daily documentation with sketches of work done, and interacting with the residents to resolve complaints.

Asphalt Resurfacing Program for the City of Dearborn, Michigan

Twelve years of experience in this annual program, which included checking structures and pavement conditions to establish quantities for bid. Mr. Kramarz ran inspection of prep crews, concrete replacement, and asphalt placement to final punch list.

Specific Projects throughout City of Dearborn, Michigan

Inspection of Fairlane Town Center, Fairlane Woods, Fairlane Meadows, and Commerce Park South. Reconstruction of Monroe Blvd (Outer Drive to Michigan Avenue), Military (Beech to Cherry Hill), the Tournament Players Golf Course subdivision and club house, and the building of Mercury Drive from Hubbard Drive to Southfield Service Drive, among other projects. All involved placement or replacement of water mains, storm sewers, sanitary sewers, and roadways. Inspection of replacement of water mains, live sanitary sewers, and beautification projects.

Private Projects for Monroe Township, Michigan

Checking paperwork (permits, insurance, bonds and fee assessments); setting up pre-cons with owners, contractors, subcontractors, engineers, surveyors, the City of Monroe (water), Monroe County Drain Commission, the Monroe County Road Commission, Township Building Department, Fire Department, Clerk's office, and utilities for subdivisions and a few commercial sites. Inspection personnel were assigned and changes were brought to the attention of design engineers and the proper entity (Drain Commission, Road Commission, Township Engineer, or Water Department). Responsible for final approval of as-builts, final inspection, and project close-out.

Luna Pier, 1999 to 2007

Inspected pavement resurfacing, pavement reconstruction projects, and a condominium project.

EDUCATION

Strategic Planning Courses, University of Michigan – Dearborn

Construction Inspection and Supervision Courses, University of Toledo

Construction Technologies Program, Henry Ford Community College

Journeyman Carpenter, Detroit Apprentice Training Center

SPECIALIZED TRAINING

Confined Space Entry and Rescue

Ferris State University:

Construction Practices

Michigan Aggregate Technician Level I

Michigan Bituminous Technician Level I

Asphalt Paving Operations

Density Control Testing

Pump Systems Basics for Designers & Contractors

CERTIFICATIONS

State of Michigan:

S-1 Water Distribution License

Concrete Technician Level II

Waterworks Systems Operations

MDEQ:

Soil Erosion & Sedimentation Control

Stormwater Operator

Christopher J. Robbins, PE

Construction Engineering Department Manager

Christopher J. Robbins, PE, has 11 years with SDA with more than 18 years of experience in the industry. Mr. Robbins manages and directs the Construction Engineering (CE) Department. As the CE Department Manager, Chris plans and directs all aspects of construction engineering activities within the organization

Mr. Robbins supervises SDA's Resident Project Representatives, whose work responsibilities include supervising on-site construction technicians, reviewing construction daily reports, responding to resident complaints, hosting construction progress meetings, reviewing project pay applications and quantities with the contractors, negotiating contractor construction claims, and assisting in project close-out and acceptance reports.

RELEVANT EXPERIENCE

M-29 Resurfacing, Clay and Ira Townships, MI - Manager and Technician for project involving oversight of reconstruction of M-29 including drainage structures, the road will be profiled, 2 1/2 in. milling, asphalt resurfacing, guardrail placement, soil erosion control procedures, and Traffic control and maintenance issues. This project will be completed in coordination with MDOT utilizing FieldManager and FieldBook. QA/QC for the construction engineering services for 4.36 km (2.71 miles) of cold milling and hot mix asphalt resurfacing and minor drainage improvements on M-29 from Flamingo Road northerly to Palms Road, a \$1.5 million dollar project. The project was completed while maintaining traffic under flag control and a single-lane closure.

M-29 Concrete Pavement Repair, Marysville, MI - Project Engineer responsible for the Construction Engineering Services including reviewing and approving progress payments, contract modifications, and request for extensions of time, in connection with 7.345 km (4.5 miles) of concrete pavement repair, a \$1.0 million dollar project. The project entailed joint sealing, spall repair, crack sealing, and diamond grinding on M-29 from South of River Road to Gratiot Blvd. in Saint Clair County. SDA used FieldManager and FieldBook to post items, compile data, and to generate all documents including Daily Reports, Inquiries, Contract Modifications, and Pay Estimates.

M-29 Palms Road to Flamingo Road Clay and Ira Township, MI - Construction Technician for project involving oversight of storm drain placement under M-29 including drainage structures, the road will be profiled, 2 1/2 in. milling, asphalt resurfacing, guardrail placement, soil erosion control procedures, and Traffic control and maintenance issues. This project will be completed in coordination with MDOT utilizing FieldManager and FieldBook.

River North and River South Roads, Trenton, MI - Construction Technician responsible paving operations. The River North project consists of constructing a new sewer and pavement for approximately 5 miles. The second part of the project was 1 mile.

EDUCATION

Bachelor of Science Chemical Engineering, 1991, University of Michigan

REGISTRATION

Professional Engineer, Michigan, 6201051609, 2004

PROFESSIONAL AFFILIATIONS

Engineering Society of Detroit, Member since 2002

SPECIALIZED TRAINING

MDOT:

Concrete Inspection

Bituminous Inspection

Office Technician

Office Management Procedures for Local Public Works Projects

FieldManager

Michigan State University:

Introduction to Highway

Construction/Work Zones

Practical Applications for Highway

Construction/Work Zones

CERTIFICATIONS

MDEQ Certificate No. 08-0534 for Part 91, Soil Erosion and Sedimentation Control. Expires 9/24/2013

MDEQ Waterworks System Operation 5-3, No. 11852 Issued 2/27/2007, expires 7/15/2013

MDEQ Storm Water Management Construction Site A-1J, No. C02795

MDOT Materials Acceptance Process Training, 2005

Diane Zobl, CSI CDT, CST II

Office Technician

Diane Zobl, CDT, CST II has 14 years with SDA for a total of 19 years of experience in the industry. Ms. Zobl performs office technical support including processing Pay Estimates, Change Orders, material certification approvals, prevailing wage reviews, computation review, FieldManager documentation maintenance, hard files and closeout organization, and any other support functions required by the Project Manager. She has prepared progress meeting minutes, shop drawing logs, RFI logs, and property damage claim logs. She served three years as an MDOT Construction Technician co-op and three years as MDOT Office Technician at the Taylor TSC. Diane has also been a FieldManager consultant to the City of Troy Engineering Department.

RELEVANT EXPERIENCE

CONSTRUCTION ENGINEERING

MDOT Taylor Transportation Service Center, 2005 to 2009 – Office Technician charged with contract administration for multiple large projects in Wayne County. Tasks include uploading technicians' data, pay certificate preparation, contract modifications, material approvals, payroll and prevailing wage reviews, daily report and computation review, electronic and hard file management, final project close-out and archiving.

Substructure Rehabilitation and Deck Replacement, Lonyo / US-12 over I-94, Dearborn / Detroit - Office Technician (MDOT Taylor TSC) - Deck replacement, steel and substructure repair and approach work on Lonyo Ave, railing replacement concrete surface coating removal on Michigan Ave in Detroit and Dearborn, MI

Structure Replacement and Approach Work, US-24 over Silver Creek, Flat Rock, MI - Office Technician (MDOT Taylor TSC) - Project entailed rerouting the river while an 18 ft wide box culvert was placed and maintaining traffic. Close attention paid to environmental concerns. City of Flat Rock, Monroe County.

Bridge Replacement and Approach Work, Fascia Beam Painting, US-12 eastbound under Ecorse Road - Office Technician (MDOT Taylor TSC) - Fascia beam full painting and concrete surface coating on three railroad bridges over I-94 in the City of Detroit.

Deep Concrete Overlay, Joint and Substructure Repair, M-153 east over Hines Drive, Dearborn, MI - Office Technician (MDOT Taylor TSC) - Deep concrete overlay, joint replacement, painting, pin and hanger replacement, thrie beam retrofit, substructure and approach work on Ford Road over Hines Drive in Dearborn and Dearborn Hts.

Kirkway Road Bridge Reconstruction, Bloomfield Township, MI - Office Technician - Construction observation and records for the water main and sanitary sewer relocation for replacement and widening of bridge, new concrete retaining walls, recon and widening of approach roadway.

EDUCATION

BS from Michigan State University,
Human Environment
Associate of Applied Science from
Macomb Community College, Civil
Technology

REGISTRATION

CSI Certified - Construction
Documents Technician
NSPS Certified Technician - Level II

SPECIALIZED TRAINING

MDOT Training:
FieldManager
Office Management for Local Public
Works
Office Technician
Materials Acceptance
Prevailing Wages
Record Retention
Plan Reading

QIP trained Facilitator
GPS Technician: RTK, Fast Static, and
Sub-meter
Red Cross Certified in CPR, First Aid,
and Advanced Life Saving,
SSI Certified Master Diver, US SCUBA,
Rochester Hills

Michael F. H. DeDecker, PS

Lead Surveyor

Michael F. H. DeDecker, PS has 18 years of experience in the industry. In his role as a Survey Project Manager, Mike is responsible for organizing the highly complex activities for the development and implementation of surveying and mapping projects.

As Project Manager, DeDecker supervises project surveyors, survey draftsmen, and field crews. He performs project quality control, boundary calculations, survey computations and field data analysis. Mike is experienced in various aspects of surveying including providing boundary and topo surveys and overseeing large construction layout projects

RELEVANT EXPERIENCE

As-Needed Construction Staking Services, Wayne County, MI – Survey Project Manager – As needed construction staking for various projects within the Taylor TSC area.

As Needed Engineer Staking Services, Port Huron, St. Clair County, MI – Survey Project Manager – As needed preliminary staking and verification staking for various state construction projects for the Michigan Department of Transportation - Port Huron TSC service area.

I-94BL, Ravenswood to CSX, Marysville, St. Clair County, MI - Survey Project Manager - Road design survey and design for 0.7 miles of boulevard (1.4 miles roadway) including road reconstruction and replacement of storm sewer.

M-25 Bridge over the CSX & Grand Trunk Railroads, Port Huron, MI - Project Manager for topographic survey for approaches and bridge reconstruction. Survey completed for MDOT.

Rawsonville Road Rehabilitation & Widening, Washtenaw County, MI - Crew Chief oversaw construction layout for the reconstruction of an existing 2-4 lane roadway to a 4-5 lane pavement project.

M-21 Bridge over the Pine River, Kimball and Clyde, MI - Project Manager for topographic survey for road realignment and bridge reconstruction. Survey was completed for MDOT.

Jackson Road Reconstruction, Scio Township, MI - Survey Project Manager - Responsible for oversight of surveying construction layout for two miles of boulevard road construction including underground utilities.

Dixboro Road/Bridge Project, Ann Arbor, MI - Survey Project Manager – Responsible for all of construction staking for reconstruction and realignment of Dixboro Road and new bridge construction over Huron River.

EDUCATION

BS, Surveying Engineering, 1994, Ferris State University

REGISTRATION

Professional Surveyor, Michigan, 44282, 1998

Professional Surveyor, Alabama, 30341-S, 2009

Michigan Residential Builder License

PROFESSIONAL AFFILIATIONS

Michigan Society of Professional Surveyors, Southeast Chapter (President, 2005; Chapter Representative to State Board 2006)

American Congress on Surveying and Mapping (ACSM)

SPECIALIZED TRAINING

Courses Civil Engineering, 1995, Wayne State University

Courses, 1992, Michigan State University

CAICE Visual Survey

Confined Space Entry trained

PUBLICATIONS

DeDecker, Michael F.H., "The Need for Speed, Surveyors play a key role in the APBA Gold Cup races in Detroit," POB Magazine, October 2009, p. 30.

DeDecker, Michael F.H., "In Review: VisionPlus by Geo-Plus," POB Magazine, February, 2010, p. 40.

Kenneth Orban

Survey Crew Chief

Kenneth Orban has more than 8 years with SDA and 10 years of experience in the industry. Orban has broad experience in survey and mapping. Ken has performed topographical surveys, Rights-of-way and construction staking, together with Boundary, ALTA/ACSM Land Title Surveys, horizontal and vertical control for aerial mapping, as-built surveys, Act 132 surveys, and many other types of surveys.

RELEVANT EXPERIENCE

Jackson Road Reconstruction, Scio Township, MI - Survey Crew Chief - Responsible for oversight of surveying construction layout for two miles of boulevard road construction including underground utilities.

Visteon Village-Visteon Headquarters, Van Buren, MI - Survey Crew Chief providing construction layout of: Earthwork, Irrigation Sleeves, County Road, Perimeter Road, Entrance Road, East, West, and North Parking Lots, Asphalt Bike Path, wetland mitigation, and Underdrains.

Woodhaven and Gibraltar School Improvements, Woodhaven & Gibraltar, MI - Survey Crew Chief responsible for design surveys and construction layout of underground utilities, building additions, and pavement for various schools in the School Districts.

Carpenter Road Reconstruction, Pittsfield Township, MI - Survey Crew Chief responsible for construction staking of 2.16 miles of road reconstruction including earthwork, underground storm drainage, and aggregate subbase construction, hot mix asphalt, concrete pavement, concrete curb and gutter, and sidewalks. Construction Staking included: Lines, Grades, and Elevations; Right-of-Way; Clearing Stakes; Slope Stakes; Subgrade Stakes; Pavement Stakes; Back of Curb Stakes; Drainage and Utility Stakes; and Sidewalk; Miscellaneous Item Stakes; Volume Computation; Final Cross Sections Drawings; Replacement of Monumentation; and Project Management.

Dixboro Road and Dixboro Road Bridge, Ann Arbor Township, MI - Survey Crew Chief and Assistant responsible for the construction staking and realignment of Dixboro Road and new bridge over the Huron River.

M-59 Reconstruction, Howell, MI - Survey Crew Chief - responsible for construction layout of 4.29 miles of boulevard reconstruction, ramp overlays and reconstruction, three structure replacements, one new structure, widening, curb and gutter, guardrail, and 2.46 miles of non-motorized path and wooden boardwalk on M-59 from I-96 to Mallard Pond Drive, and from Tooley Road south to Michigan Ave., in the city of Howell.

MDOT Vreeland Road Grade Separation over I-75 - Survey Crew Chief responsible for checking line and grade. Also responsible for clearance computations.

EDUCATION

Henry Ford Community College

CERTIFICATIONS

40-hour OSHA Training course for Hazardous Waste Operations and Emergency Response

8-hour OSHA Refresher Training Course

Certified Safe2Work

Confined Space Entry Trained

City of Monroe

Professional Services Contract

For

MACOMB STREET BRIDGE REHABILITATION

This contract made this _____ day of _____, 2011 by and between the **City of Monroe**, a municipal corporation, herein called the "City" and **Spalding DeDecker Associates, Inc.** whose principal place of business is 905 South Blvd. East, Rochester Hills, MI 48307, herein called the "Consultant."

I. Engagement of Consultant

1.01 The City hereby engages the Consultant and the Consultant agrees to perform the services as set forth in Exhibit "A", Scope of Services (the "Services"), which is attached hereto and incorporated herein by reference.

II. Title

2.01 The Contract is hereby designated **MACOMB STREET BRIDGE REHABILITATION.**

III Independent Contractor

3.01 The parties agree that the relationship of the Consultant to the City is to be that of an independent contractor and no liability or benefits, such as workers compensation rights or liabilities, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer-employee relationship, either expressed or implied, shall arise or accrue to either party as a result of this agreement and undertaking. The Consultant shall, under no circumstances, represent or consider himself as an employee of the City of Monroe.

IV. Scope of Services.

4.01 The Consultant shall perform the Services in a satisfactory and proper manner in accordance with the terms of this Contract. The Consultant shall, during the contract term or any extension thereof, exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Contract or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services. If there is any conflict between the terms and conditions of this Contract and Exhibit "A", the terms and conditions of this Contract shall prevail.

4.02 The Services shall be performed within the City of Monroe, or places designated by the City.

V. Contract Term

5.01 This contract is effective for a term commencing on _____ and expiring at midnight on _____, unless sooner terminated as provided for herein, or extended to such further period as determined between the parties hereto.

VI. Compensation

6.01 The City agrees to pay the Consultant for the Services performed hereunder in accordance with the terms and conditions contained in Exhibit "B", attached hereto and made a part hereof, during the life of this contract. It is understood and agreed by the parties hereto that the compensation stated above is inclusive of any and all remuneration to which the Consultant may be entitled to hereunder.

VII. Indemnity

7.01 The Consultant agrees to hold harmless the City against and from liabilities, obligations, damages, penalties, judgments, costs, charges, and expenses (including reasonable fees of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City by reason of any of the following occurring during the term of this contract:

- a. Any negligent act, error or omission of the Consultant arising out of the performance of Services under this Agreement. ; or,
- b. Any failure by the Consultant to perform its obligations under this contract.

7.02 The Consultant also agrees that it is Consultant's responsibility to safeguard the City's property and materials that the Consultant uses pursuant to the Consultant's performance under this contract. Further, the Consultant agrees to hold the City harmless for any loss of such property and materials used by the Consultant pursuant to the Consultant's performance under the contract, unless arising out of the negligence of the City, its employees or others for whom City is legally liable.

7.03 In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

VIII. Termination

8.01 The City has the right, within its sole discretion, to terminate this contract without cause, by giving notice to the Consultant of such termination, specifying the effective date thereof, at least seven (7) days before the effective date of such termination, and this contract shall terminate in all respects as if such date were the date originally given for the expiration of this contract.

8.02 This Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. .

8.03 The Consultant shall be liable to the City for damages sustained by the City by virtue of any material breach of the contract by the Consultant, and reasonable costs the City might incur enforcing or attempting to enforce this contract.

8.04 Subject to Section 8.01, any compensation due and owing the Consultant at the time of any termination plus reasonable termination expenses shall be paid as soon thereafter as can be authorized by the Finance Department of the City of Monroe.

IX. Compliance with Laws

9.01 The Consultant shall comply with all applicable federal, state, or local laws, ordinances, codes, rules or regulations in performing Services hereunder, including all City policies and procedures.

X. Conflict of Interest

10.01 The Consultant represents that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this contract. The Consultant further represents that to the best of its knowledge no officer, member, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract, has any personal or financial interest, direct, or indirect, in this contract or in the proceeds thereof.

XI. Debt to City

11.01 The Consultant represents that it is not, and will not, become in arrears to the City upon contract, debt, or any other obligation to the City, including real property, personal property, and income taxes.

XII. Assignment or Subcontracting

12.01 This contract is for the sole use and benefit of the Consultant and the City and shall not be assigned nor shall the Services be subcontracted to be performed by anyone other than the parties hereto without the prior written consent of the other party.

XIII. Amendment

13.01 This contract may be amended only by an instrument in writing signed by the Mayor and the Executive Director of the Agency or their designees and the Consultant.

XIV. Other Contracts

14.01 The Consultant may perform the same or similar services for other clients, provided the performance of such other contracts do not interfere with the Consultant's performance of this contract.

XV. Council Approval

15.01 This agreement/contract is expressly contingent upon and shall not be binding upon the parties until such time as the City Council of Monroe, Michigan authorizes the appropriate representatives of the municipality to enter into the agreement/contract on behalf of the City.

XVI. Applicable Law

16.01 This Agreement is executed and is to be performed in Michigan and will be governed by and constructed in accordance with the internal laws of the State of Michigan without regard to choice of laws principles.

XVII. Reuse of Documents

17.01 All documents, including, but not limited to, plans, drawings, and specifications prepared by Consultant as deliverables pursuant to the Services are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of the project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

XVIII. Right to Rely

18.01 City hereby grants Consultant the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. City represents that Consultant's use of such documents will not infringe upon any third parties' rights and City will indemnify and protect Consultant from any infringement claims arising from Consultant's use of any plans, documents or other materials provided to Consultant in the performance of its Services hereunder.

XIX. City's Responsibilities

19.01 City shall be responsible for all matters described as Services to be Performed by the City in Exhibit "A" hereof.

XX. Delay in Performance

20.01 Neither City nor Consultant shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

XXI. Disputes

21.01 In the event of a dispute between Consultant and City arising out of or related to this Contract, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. In the event the parties are unable to reach agreement they may elect to mediate

or arbitrate. If the parties are unable to reach agreement to mediate or arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

XXII. Limitations of Responsibilities

22.01 Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Exhibit "A", Scope of Services.

In the event the City requests Consultant to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Consultant for review at least 15 days prior to the requested date of execution. Consultant shall not be required to execute any certificates or documents that in any way would, in Consultant's sole judgment, (a) increase Consultant's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Contract; or (c) result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain.

XXIII. Intellectual Property

23.01 Consultant shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant.

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND SPALDING DEDECKER ASSOCIATES, INC., FOR BRIDGE INSPECTION SERVICES

IN WITNESS WHEREOF, The City of Monroe, acting by and through its Executive Office and its Department of Law, has executed this contract as of the date first above written.

Witnesses:

Consultant's Name:

1) _____

By: _____

2) _____

Spalding DeDecker Associates, Inc.
905 South Blvd. East
Rochester Hills, Michigan 48307
Tax I.D.# 381598901
(248) 844-5400

CITY OF MONROE

LAW DEPARTMENT

Approved As To Form

FINANCE DEPARTMENT

Date
City Attorney/Deputy City Attorney

By: _____
Date
Its: Director, Dept. of Finance

WITNESSES:

CITY OF MONROE

1) _____

By: _____
Date

2) _____

Its: Director of Engineering and Public Services

WITNESSES:

CITY OF MONROE

1) _____

By: _____
Date

2) _____

Its: Mayor

Macomb Street Bridge Rehabilitation
- 1- Exhibit A

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform the following scope of services for the Macomb Street Bridge Rehabilitation project.

Macomb Street Bridge Rehabilitation
- 1- Exhibit B

EXHIBIT B

COMPENSATION

CONSULTANT shall be paid



MUNICIPAL CLIENTS
Hourly Basis Fee Schedule
Effective January 1, 2011*

PROFESSIONAL SERVICES

Where it is agreed that fees for our services will be based upon the time worked on the project, such fees will be computed at the following rates:

<u>Classification</u>	<u>Hourly Rate</u>
Department Manager	\$139.00
Project Manager	\$122.00
Senior Project Engineer/Senior Project Surveyor +	\$120.00
Project Engineer/Project Surveyor/Contract Administrator +	\$102.00
Financial Consultant/C.P.A. +	\$102.00
Operation & Maintenance Specialist +	\$ 98.00
Engineer +	\$ 93.00
Designer/Mapping Specialist +	\$ 87.00
Survey Technician +	\$ 83.00
C.A.D. Technician/Surveyor Assistant/Engineering Assistant +	\$ 72.00
Three-person Survey Crew (w/ truck and equipment) +	\$190.00
Two-person Survey Crew (w/ truck and equipment) or O&M Sewer Crew +	\$158.00
One-person GPS/Robotic Survey Crew +	\$110.00
Construction/O&M Tech Assistants +	\$ 54.00
Senior Construction Technician +	\$ 93.00
Construction Technician II +	\$ 77.00
Construction Technician I +	\$ 69.00

+ Overtime work will be charged at a rate equal to 1.1 times the indicated rate. "Overtime" is time worked in excess of 8 hours per day

*Hourly-Basis Fee Schedule to be adjusted annually.

Engineering Consultants



**PROFESSIONAL SERVICES:
GENERAL CONDITIONS – SPALDING DEDECKER ASSOCIATES, INC.**

1. If a Retainer is paid to initialize the Project, the retainer will be credited toward the final payment due for the Project.
2. Fees are due and payable monthly, within 30 days after the date of the invoice. All fees not paid within 30 days of the invoice date will be subject to an additional late-payment charge of 1% (of the invoiced amount) per month, beginning from said thirtieth day. SDA reserves the right to suspend or terminate its work upon failure of the Client to pay invoices as due.
3. All drawings and other documents produced under the terms of this Agreement are instruments of service belonging to SDA, and they cannot be used for any reason other than for this Project.
4. The Client agrees to limit SDA's liability to the Client, due to SDA's negligent acts, errors, or omissions, such that the total aggregate liability of SDA shall not exceed \$10,000 or SDA's total fee for the service rendered on this Project, whichever is greater.
5. In consideration of substantial costs incurred by SDA to stop and restart work on a project once it has begun, should SDA's work be halted by the Client at any time, a project restart fee of \$500 will be due and payable immediately.
6. The Client affirms that it has secured legal rights to work on the property upon which the Project will be built or that such rights will be secured within a reasonable time period. The Client further acknowledges that non-payment of fees owed under this agreement may result in a mechanics lien being placed on the property upon which the work is being done.
7. At the beginning of the next calendar year, all fees and hourly rates shown on this Hourly-basis Fee Schedule shall be increased by 5%.

REIMBURSABLE EXPENSES

The following items are reimbursable to the extent of 110% of actual expenses (including subcontracting expense) accrued for the project:

1. Special materials and equipment unique to the project.
2. Printing and reproductions.
3. Geotechnical Engineering and/or other Subcontracted Services.
4. Shipping and handling.

EXHIBIT "B"
CITY OF MONROE
MACOMB STREET BRIDGE REHABILITATION PROJECT - CE ESTIMATE SHEET

Project Name: PR11-362 Prep. By: Chris Robbins, P.E.		Task Number: 10Z04		Const. Cost \$2,000,000				
Note No 1: See construction period below - 32 weeks OTT / 39 weeks Contract Completion Note No 2: 45 hour work week								
Task No.	Description	Classification Billing Codes	Initials of Team Members and Classifications	Est. Hours	Hourly Rate	Total Estimated Cost		
	CONSTRUCTION ENGINEERING SERVICES	QA/QC, PM, SR, Survey, ID, OH, RB, JK, AZ, MD						
		Employee	\$122.00	\$102.00	\$93.00	\$69.00	\$122.00	\$158.00
810	Construction Contract Administration		40	220		160		\$38,360.00
820	Construction Observation Senior Construction Technician: 5 weeks = 5 weeks (40 hours/wk) = 200 hours Construction Technician: = 27 weeks (45 hours/wk) + 5 weeks (20 hours/wk) = 1315 hours			200		1,315		\$18,600.00 \$90,735.00
100	Construction Staking and Record Drawings Full Staking					8	56	\$23,184.00
900	Material and Density Testing							\$23,788.00
400	Design CCA		40					\$4,880.00

TOTAL FEE (NTE W/O CLIENT APPROVAL) \$199,547.00

Classification	Employee	Est. Hours	Hourly Rate
QA QC Engineer	Chris Robbins, PE	40	\$ 129.00
Resident Proj Rep.	John Becht	220	\$ 102.00
Senior Const. Tech.	Ray Gallihugh	200	\$ 93.00
Construction Tech.	Jerry Kramarz	1,315	\$ 69.00
Office Technician	Diane Zobl	160	\$ 69.00
PM Survey/Senior PS	Mike DeDecker	56	\$ 129.00
Two-Man Survey Crew	Ken Orban	100	\$ 158.00
Design CCA	Mark Helinski	40	\$ 129.00



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CITY HALL MASONRY REHABILITATION CHANGE ORDER AWARD

DISCUSSION: At the October 4, 2010 City Council meeting, a contract was awarded to DRV Contractors, LLC of Shelby Township in the amount of \$173,200 for rehabilitation work at City Hall. The bulk of the work undertaken was for window replacement and masonry restoration of City Hall, but there were other items included as well, such as installation of new canopy overhang at the Macomb Street entrance, resetting of the original City Hall sign on the East First Street façade, and installation of exit doors from both the Council Chambers and First Floor Conference Room. Subsequent to this award, change orders were issued to their contract in the amount of \$29,000 for window replacement at the Water Filtration Plant (awarded by City Council on November 1, 2010), additional tuck pointing work that was recommended by the architect in the amount of \$54,580 (awarded by City Council on November 15, 2010), and additional authorized change orders within the City Council-authorized contingencies totaling another \$14,252.76, for a total contract price of \$271,032.76. We were comfortable with their work, and their contract was actually closed out in March 2011.

The Building Official has been investigating some leakage issues around some of the windows on some first floor offices near where the low roof (the section of the building where the building consists of only one story) meets the brick wall that supports the second and third floors. While the original contract included replacement of all of these windows and replacement of flashing and at least three courses of brick above the lintels above the windows, it did not include any replacement work of the flashing at the upper wall / low roof interface, and it is the belief of both the Building Official and the original project architect that this is likely to be the primary cause of continued leakage. Since there remains some budgeted funding within the original project allocation, DRV Contractors was solicited to provide a quotation for inspection of these locations, and a separate quotation for removal and replacement of flashing and associated resetting of brick around these locations, based on the estimated quantity for all areas believed to be a problem. The replacement work would only occur if found to be necessary and appropriate, but at this time it is our best guess that this work will indeed need to be undertaken. The quotation for inspection is \$915.00, and the replacement estimate is \$9,570.00, for a total of \$10,485.00. The Building Official and original project architect have reviewed the proposals, and they appear to be reasonable.

Since this project work is relatively small, it makes little sense to bid a project of this scope separately. In order to address this issue as soon as possible, the most logical option is to award both proposals to DRV Contractors, LLC as a change order to their original contract, and the Building Official will direct whether or not the full scope of work is to be undertaken based on the results of the inspection. Though the work is relatively well-defined, it is nonetheless recommended that at least a small contingency (5%) be provided.

IT IS RECOMMENDED that the City Council award a change order in the amount of \$10,485 to DRV Contractors, LLC for the above-described work, and that a total of \$11,000 be encumbered to include a 5% 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 of Monroe

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 19, 2011

REASON FOR DEADLINE: It may be possible to still address this item before colder temperatures in January and February minimize the number of available work days on a project of this type.

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, Building Department, City Hall employees in affected offices

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$11,000*
Cost of This Project Approval	\$11,000*
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

*Assumes replacement work will be necessary and a 5% contingency.

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
City Hall Improvements	401-95.265-975.000 09C04	\$11,000

Other Funds

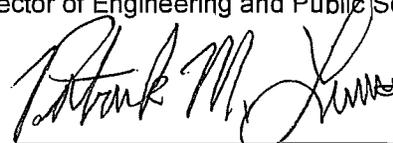
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 12/13/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: December 19, 2011



Inspection Quote



51667 Oro Dr.
 Shelby Twp., MI 48315
 O - 586.247-6480
 F - 586.247-6499

Concrete & Masonry Restoration - Sealants & Waterproofing

PROJECT INFORMATION

Project Name:	Monroe City Hall	Contract #/PO #	
Customer Name:	City of Monroe	Quote/Job ID	Q11-502
Attn:	Joe Lehmann	Quote Date	12/7/2011
		Published By:	Kris Collins

PRICING

Project Pricing:

QTY.	Unit	Description	Unit Price	Total Price
1	LS	Remove Brick and Inspect Flashing	\$ 915.00	\$ 915.00
Total Bid				\$ 915.00

Notes:

- 1) This quote includes the Removal of a section of Brick on the Second Level of East Elevation, to inspect transition flashing from wall to roof.

Flashing Repair Quote



51667 Oro Dr.
Shelby Twp., MI 48315
O - 586.247-6480
F - 586.247-6499

Concrete & Masonry Restoration - Sealants & Waterproofing

PROJECT INFORMATION

Project Name:	Monroe City Hall	Contract #/PO #	
Customer Name:	City of Monroe	Quote/Job ID	Q11-502
Attn:	Joe Lehmann	Quote Date	12/7/2011
		Published By:	Kris Collins

PRICING

Project Pricing:

QTY.	Unit	Description	Unit Price	Total Price
132	LF	Brick Removal and Flashing Replacement	\$ 72.50	\$ 9,570.00
Total Bid				\$ 9,570.00

Notes:

- 1) This quote includes the Removal of 3 courses of Brick, removal of existing flashing, installation of new Flashing System, and Re-Installation of Brick



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: SOUTH CUSTER BOOSTER STATION SERVICE AREA WIDEBAND RADIO REPLACEMENT
PURCHASE – WATER DEPARTMENT

DISCUSSION: The Water Department requests to purchase eight (8) CalAmp Radios (Model DR 140-5046-300) from Kunding Controls, out of Auburn Hills, MI to replace existing wideband radios used as part of our remote telemetry system sites for monitoring and controlling the South Custer Booster Station (SCBS) Service Area. Attached are a quote from Kunding Controls and a letter from CalAmp Wireless Networks Corporation, manufacturer of CalAmp products, indicating Kunding Controls as being the sole distributor for the Municipal Water Market of CalAmp products in Michigan. The quoted price from Kunding Controls and letter from CalAmp Wireless Networks Corporation are current. The Water Department requests that Kunding Controls be considered the sole source provider to sell this product in Michigan and for this purchase to be made without bids.

The SCBS Service Area has eight (8) remote sites that includes a telemetry wideband radio system used to monitor and or control various components of the water system. Replacement of the obsolete wideband frequency radios with narrowband frequency radios is required due to a government ban on wideband frequencies. Our current radio license expires on September 28, 2013 and will not be renewed until the wideband radios are replaced with narrowband radios due to the government ban. Replacement of the wideband radios with narrowband radios will allow the Water Treatment Plant to continue to communicate reliably with the remote telemetry sites and maintain automation within the service area. Staff will be working with a contractor to replace various parts of the radio system including antennas, radios, and appurtenances as part of the overall project. Adequate funding has been budgeted for this approved Capital Improvement Program project.

IT IS RECOMMENDED that a purchase order in the amount of \$9,200.00 and a total amount of \$10,120.00 be encumbered to include a 10% contingency, be awarded to Kunding Controls, out of Auburn Hills, MI for providing eight (8) CalAmp Radios (Model DR 140-5046-300) in accordance with their quote (Q411260) dated 12-9-11.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Complete the overall project to meet the government ban date.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Department, Water Staff & Customers

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 20,000.00
	Cost of This Project Approval	\$ 10,120.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Operating Equipment	59140537 977000 11W05	\$ 10,120.00
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** December 13, 2011

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: December 13, 2011



KUNDINGER CONTROLS

INDUSTRIAL AUTOMATION AND PROCESS TECHNOLOGY SOLUTIONS
 1771 HARMON ROAD AUBURN HILLS, MI 48326
 PHONE: (248) 391 - 6100 FAX: (248) 391 - 6900
 www.kundinger.com

QUOTE

HISTORY. EXPERIENCE. TODAY, TOMORROW, ALWAYS.

	Quotation: Q411260 12/09/11
To:  CITY OF MONROE	Your Acct: 412573
120 EAST FIRST STREET	Reference: CALAMP
MONROE MI 48161	Terms: NET 30
Attention: CHRIS KNIGHT	Ship Via: UPS GROUND
Subject: REQUEST FOR QUOTATION	FOB Shipping Pt: SHIPPING POINT

ITEM NUMBER	PART DESCRIPTION	QUANTITY	NET PRICE	NET AMOUNT
1	DR 140-5046-300 CALAMP RADIO GUARDIAN-400 UHF 406-470 MHZ 25/12.5 KHZ	8	1,150.00	9,200.00

DELIVERY: 3-4 WEEKS A.R.O.

DUE TO CURRENT RAW MATERIALS
 FLUCTUATIONS, SURCHARGES MAY
 BE IMPOSED AT TIME OF ORDER
 ON PRODUCTS WHERE APPLICABLE.

TOTAL: 9,200.00

FOR ADDITIONAL INFORMATION CONTACT JEFF M BERRA

Subject to our standard terms and conditions

Quote valid for 30 days



299 Johnson Avenue, Suite 110
Waseca, MN 56093
Tel (507) 833-8819
www.calamp.com

December 13, 2011

CalAmp Wireless Networks Corporation
Dan Nelson
299 Johnson Ave Ste 110
Waseca, MN 56093

City of Monroe
120 East First Street
Monroe, Mi 48161

Dear Customer,

CalAmp has authorized distributor Kunding Controls, which is the sole distributor for the Municipal Water Market in the Michigan area. Kunding Controls will have ownership of the restricted territory for the above geographic area.

Please contact Kunding Controls directly with your quote requests. I have provided their information below.

Kunding Controls
1771 Harmon Road
Auburn Hills, MI 48326

Please feel free to contact me with any questions you may have regarding this request.

Best Regards,

A handwritten signature in black ink, appearing to read "Dan Nelson".

Dan Nelson
VP Sales and Channel Development
507-833-6706
dnelson@calamp.com
CalAmp Wireless Networks Corporation
299 Johnson Ave Ste 110
Waseca, MN 56093



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Approval of a land division creating a new 26.5 acre parcel from parcel number 49-01527-002 located at the terminus of Borchert Park Drive, east of Interstate 75 and south of East Front Street

DISCUSSION: The property owner, the Port of Monroe, recently entered into an agreement to lease approximately 26.5 acres of property to Ventower, LLC. Due to the extended term of the proposed lease, the Land Division Act requires that the property be divided into a separate parcel. The proposed property division was reviewed and recommended for approval by the Citizens Planning Commission at their December 7, 2011 regular meeting.

The subject parcel, as well as all the surrounding parcels, is zoned I-2, General Industrial. The General Industrial District is intended to provide locations for medium to heavy industrial uses, such as manufacturing, assembly and fabrication. In addition to the manufacturing component of the district other permitted uses include hotels, motels, heating and electric generating plants, warehouses, and retail establishments. Special uses range from manufacturing facilities to chemical plants, composting yards and recycling and recovery centers.

The Future Land Use Map in the Comprehensive Plan identifies the subject as Heavy Industrial. The parcel is currently owned by the Port of Monroe, is known as the "Port West Industrial Park," and was planned to be utilized for industrial land uses. The anticipated use by Ventower LLC is a lay-down area for their wind tower components. This is consistent with the industrial designation and the surrounding land uses. Operations considered heavy industry are those that involve manufacturing a product, stamping and machine operations. These operations are important to the city's economy as well as the region's economy and must be supported to continue (City of Monroe Comprehensive Plan, 2003).

The City Zoning Code (Sec. 1269.14) requires that all parcel or lot divisions be completed in conformance with the provisions of the Code and in compliance with the Land Division regulations (Chapter 630, Code of the City of Monroe). The new parcel as proposed all meet the requirements of the Zoning Code in terms of area and dimensions. The proposed division also provides for an access easement to Borchert Park Drive. The City Assessing Department has requested that rather than create a separate easement for access, that the current easement for Borchert Park Drive be extended to service the parcel. Given these findings, the Department of Economic & Community Development has determined that the proposed land division meets the requirements of the Zoning Code and Land Division regulations, and is consistent with the Comprehensive Plan.

IT IS RECOMMENDED that the City Council approve the proposed land division of parcel 49-01527-002 to create a new 26.5 acre parcel and authorize City Planning and Assessing staff to complete all required procedural steps and documentation to create the new parcel.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 19, 2011

REASON FOR DEADLINE: To complete the property lease.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Port Commission- Port of Monroe

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Port Commission- Port of Monroe, Assessing Department, Department of Economic and Community Development

FINANCES

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

* Property will become subject to property taxes based on newly established assessed value

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

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 12/13/11

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: December 19, 2011

ASSESSOR'S OFFICE RESPONSE TO DIVISION OF VACANT LAND LOCATED
AT THE PORT OF MONROE (WEST OF VENTOWER SITE)

The Michigan Land Division Act is not applicable unless the subject lease is for more than one year based on MCL (Michigan Compiled Laws) 560.102(d).

Apparent intent of Michigan Land Division Act based on MCL 560.109(1)(b), as corroborated by Chapter-Section 720-125 of the Code of the City of Monroe, is to prevent the creation of flag-shaped, L-shaped, or similar irregularly shaped parcels. Accordingly, the proposed division may be in violation of MCL 560.109(1)(e) in that each resulting parcel may not be accessible as defined by MCL 560.102(j)(ii).

Accessibility under the cited provision is in reference to a parcel that "is served by an existing easement that provides vehicular access to an existing road or street" or that "can be served by a proposed easement that will provide vehicular access to an existing road or street". In both cases, reference is to one easement. The proposed leased parcel which would result from the proposed division would be accessible by virtue of two easements, namely, the existing easement recorded in Liber 1475, Page 904 at the Monroe County Register of Deeds Office, and the proposed 100 FT x 200 FT easement. The former easement is for Borchert Park Drive, while the latter easement would be for the westerly extension of Borchert Park Drive.

The proposed division otherwise compiles with MCL 560.108 and MCL 560.109.

ATTACHMENT #1

DRAFT- minutes

Citizens Planning Commission

Regular Meeting
Wednesday, December 7, 2011
7 p.m.
City Council Chambers

1. Roll Call

Present: Chairman Smith, Vice Chairman Miller, Secretary Caldwell;
Commissioners: Mielnik, Neinas, and Roberts

Excused: Commissioners Powers and Wetzel

Staff: Jeffrey Green, AICP, City Planner / Historic Preservation Officer; and
Dan Swallow, Director of Economic & Community Development

Public: Steve Swartz, Marguerite Nowitzke, Councilman Ed Paisley

2. Pledge of Allegiance

3. Consent Agenda

It was noted that the packet did not include Minutes from the November 2, 2011, meeting.

Motion by Vice Chairman Miller "To approve the Consent Agenda, as presented." Second by Secretary Caldwell.

Motion passed unanimously (Commissioners Powers & Wetzel absent).

4. Case Reviews

- **Case # S 11-002**
 - **Applicant:** Port of Monroe
 - **Property Owner:** Port of Monroe
 - **Address:** Parcel #49-01527-002
 - **Zoning:** I-2, General Industrial
 - **Request:** Request for land division

- **Case # S 11-002 (Continued)**

- Staff Report
- Applicant Comments
- Discussion
- Public Comment
- Commission Action

Mr. Swallow and Mr. Green presented a brief synopsis of the proposed land division. Mr. Green further discussed the Planning Office's recommendation to approve the requested land division with the condition that a single, legal description be created for the two easements that would compose the Borchert Park Drive easement. The recommendation was based upon comments and analysis by the City Assessor's Office.

The Port of Monroe was not present at the meeting, and so a brief discussion by the Commission followed the staff report. Chairman Smith then asked for any public comments. There being none, he asked the Commission if there were any further questions or comments; and, if not, how would they like to proceed?

With no further discussion, Commissioner Neinas made the motion to "Approve Land Division Case # S 11-001 on the condition that a single, legal description for Borchert Park Drive be created, which would combine the current Borchert Park Drive easement and the proposed 100' x 200' easement." Second by Commissioner Caldwell.

Motion passed unanimously.

5. New Business

- Proposed text amendment to the Planning/Zoning Code (2007), Section 1265.17, *Neighborhood Commercial Uses*

Staff handed out copies of text changes being proposed for Section 1265.17, Neighborhood Commercial Uses (Monroe Planning/Zoning Code). After a brief introduction by staff, staff and the Commission discussed the changes, their bases, potential ramifications, and alternatives.

Staff indicated that they would review the tonight's comments and incorporate them into text language where applicable and have copies for review at the January 2012 meeting.



Land Division Application Form

City of Monroe
Planning Department
120 E. First Street
Monroe, MI 48161
734.243.0700 (P) 734.384.9108 (F)

Receipt Stamp

Application #

Owner Information

Name Port of Monroe

Address 2929 East Front Street, PO Box 585, Monroe, MI 48161

Telephone 734-241-6480 Fax 734-241-2964 Email mail@portofmonroe.com

Applicant Information

Name Port of Monroe

Address 2929 East Front Street, PO Box 585, Monroe, MI 48161

Telephone 734-241-6480 Fax 734-241-2964 Email mail@portofmonroe.com

Property Description

Property Address Vacant

Located between I-75, Lake Erie and Front St, Plum Creek Streets Less Gerdau Steel
Ventower Parcel

Property ID# 49-1527-2 Existing Zoning I-2

Required Information

A survey drawn by a professional Surveyor, Architect or Engineer that includes the following information:

- o Depicting the proposed parcels, their dimensions and area;
- o Indicating the placement of all buildings, setbacks and easements; and
- o Provide a legal description for each resulting parcel.

Submittal Procedure

- o Applicant submits a complete application with all required information;
- o Planning Department staff will verify completeness;
- o Application will be placed on the next available Citizens Planning Commission (CPC) agenda;
- o A public hearing will be held at the CPC meeting;
- o The CPC will make a recommendation to the City Council; and
- o If final approval is obtained by the City Council, the City Assessor will finalize the land division for the tax roll.



Land Division Application Form

City of Monroe
Planning Department
120 E. First Street
Monroe, MI 48161
734.243.0700 (P) 734.384.9108 (F)

Application #

Authorization

I/We hereby request in accordance with City Ordinances for the regulation and control of the subdivision of the land in the City of Monroe, that the City approve the Request for a Lot Split and place the property(s) on the assessment and tax roll.

The information, plans and materials submitted herewith in support of this application are to the best of my/our knowledge, true and correct.

In addition, I/We understand that this application will be placed on the next available Citizens Planning Commission regular meeting agenda, unless I/We request a special meeting to be held for an additional cost.

Owner

Thomas A. Kuypton

Date

11/10/11

Applicant

Date

Fees

Land Division	\$ 300.00
CPC Special Meeting	\$ 400.00

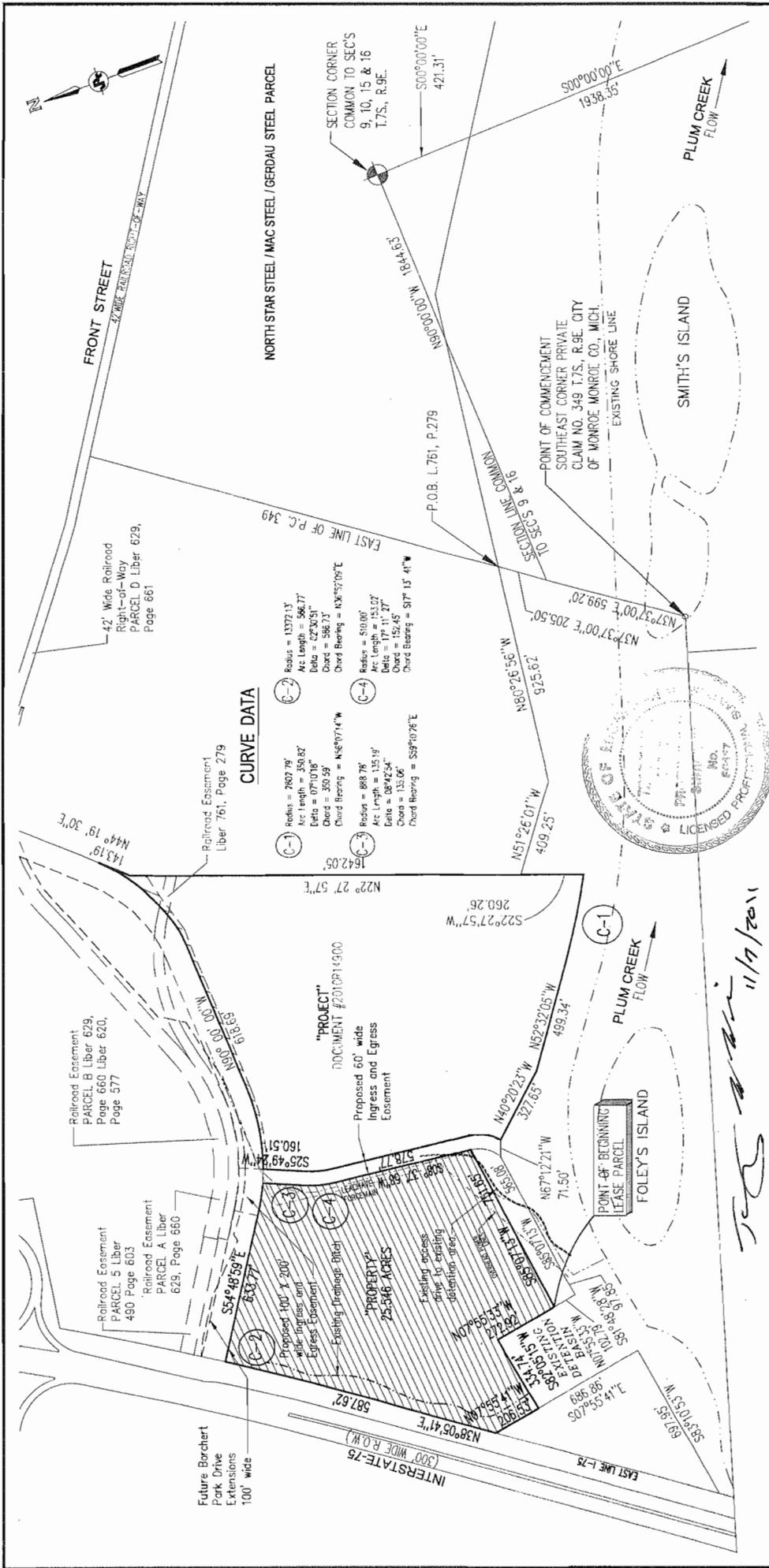
Department Use Only

Fee Paid \$ _____

Special Meeting Date _____

Authorization of Completeness

Planning Department Staff



CURVE DATA

- (C-1) Radius = 7807.79'
Arc Length = 350.87'
Delta = 07°10'18"
Chord = 390.59'
Chord Bearing = N86°07'14"W
- (C-2) Radius = 13372.13'
Arc Length = 566.77'
Delta = 07°30'51"
Chord = 596.73'
Chord Bearing = N86°37'09"E
- (C-3) Radius = 510.00'
Arc Length = 133.07'
Delta = 17°45'17"
Chord = 152.45'
Chord Bearing = S97°15'41"W
- (C-4) Radius = 888.76'
Arc Length = 135.19'
Delta = 08°42'54"
Chord = 131.06'
Chord Bearing = S89°10'28"E

DRAWN: JKM
DESIGN: JKM
CHECKED: TWW

DATE: 11/17/2011

Johnson & Anderson
4494 Elizabeth Lake Road
Waterford, Michigan 48328
tel (248) 881-7600 fax (248) 881-2660

3870 Lapeer Road
Port Huron, Michigan 48060
tel (810) 987-7820 fax (810) 987-7885

PORT OF MONROE
2929 EAST FRONT STREET
MONROE, MICHIGAN 48165-0585

EXHIBIT "A"
LEASE PARCEL EXHIBIT
GREAT LAKES TOWER LLC, D.B.A. VENTOWER

JOB NO. 16398
DATE ISSUED 10/18/11
SHEET NO. 1 OF 2

VERT. 1"=500'
HORZ. 1"=500'

L:\0-Port of Monroe\16398 Great Lakes Tower.dwg Ventower Lease Parcel.dwg
 Nov 03, 2011 Layout = Ventower Lease Parcel
 L:\0-Port of Monroe\16398 Great Lakes Tower.dwg Ventower Lease Parcel.dwg

LEASE PARCEL

A PARCEL OF LAND LYING IN PRIVATE CLAIM 349, CITY OF MONROE, MONROE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PRIVATE CLAIM 349; THENCE ALONG THE EAST LINE OF PRIVATE CLAIM 349, NORTH 37 DEGREES 37 MINUTES 00 SECONDS EAST, 599.20 FEET TO A POINT ON A LINE COMMON TO SECTION 9 AND SECTION 16, SAID POINT BEING DUE WEST 1844.63 FEET FROM THE SECTION CORNER COMMON TO SECTION 9, 10, 15 AND 16, T.7S., R.9E.; THENCE CONTINUING ALONG THE EAST LINE OF PRIVATE CLAIM 349, NORTH 37 DEGREES 37 MINUTES 00 SECONDS EAST, 205.50 FEET TO A POINT ON THE SOUTHERLY PROPERTY LINE OF A PARCEL OF LAND AS DESCRIBED IN LIBER 761, PAGE 279, MONROE COUNTY RECORDS; THENCE ALONG THE PROPERTY LINE OF SAID PARCEL OF LAND THE FOLLOWING TWO (2) COURSES; NORTH 80 DEGREES 26 MINUTES 56 SECONDS WEST, 925.62 FEET; NORTH 51 DEGREES 26 MINUTES 01 SECONDS WEST, 409.25 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF A PARCEL OF LAND AS DESCRIBED IN DOCUMENT NO. 2010R14900, MONROE COUNTY RECORDS; THENCE ALONG THE SOUTHERLY PROPERTY LINE OF SAID PARCEL SOUTH 22 DEGREES 27 MINUTES 57 SECONDS WEST, 260.26 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY PROPERTY LINE OF SAID PARCEL 350.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2802.79 FEET, A CENTRAL ANGLE OF 07 DEGREES 10 MINUTES 18 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 07 MINUTES 14 SECONDS WEST, 350.59 FEET, THENCE CONTINUING ALONG SAID SOUTHERLY PROPERTY LINE THE FOLLOWING TWO (2) COURSES NORTH 52 DEGREES 32 MINUTES 05 SECONDS WEST, 499.34 FEET, NORTH 40 DEGREES 20 MINUTES 23 SECONDS WEST 327.65 FEET; THENCE NORTH 67 DEGREES 12 MINUTES 21 SECONDS WEST, 71.50 FEET; THENCE SOUTH 85 DEGREES 07 MINUTES 13 SECONDS WEST 565.08 FEET; THENCE SOUTH 81 DEGREES 48 MINUTES 28 SECONDS WEST 97.85 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 33 SECONDS WEST 102.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 07 DEGREES 55 MINUTES 33 SECONDS WEST 272.92 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 15 SECONDS WEST 334.74 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 41 SECONDS WEST 206.53 FEET; TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 75 (300 FOOT RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY LINE NORTH 38 DEGREES 05 MINUTES 41 SECONDS EAST 587.62 FEET TO THE POINT OF A CURVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE 586.77 FEET; ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 13372.13 FEET, A CENTRAL ANGLE OF 02 DEGREES 30 MINUTES 51 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES 52 MINUTES 09 SECONDS EAST 586.73 FEET; THENCE SOUTH 54 DEGREES 48 MINUTES 59 SECONDS EAST 633.77 FEET TO THE POINT OF A CURVE; THENCE 135.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 888.78 FEET, A CENTRAL ANGLE OF 08 DEGREES 42 MINUTES 54 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 59 DEGREES 10 MINUTES 26 SECONDS EAST 135.06 FEET TO A POINT 60 FEET WESTERLY OF THE WESTERLY PROPERTY LINE OF SAID PARCEL OF LAND AS RECORDED DOCUMENT NO. 2010R14900, MONROE COUNTY RECORDS; THENCE PARALLEL WITH THE WESTERLY PROPERTY LINE OF SAID PARCEL SOUTH 25 DEGREES 49 MINUTES 24 SECONDS WEST, 160.51 FEET TO THE POINT OF A CURVE; THENCE CONTINUING PARALLEL WITH SAID WESTERLY PROPERTY LINE 153.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 11 MINUTES 27 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 13 MINUTES 41 SECONDS WEST, 152.45 FEET; THENCE CONTINUING PARALLEL WITH SAID PROPERTY LINE SOUTH 08 DEGREES 37 MINUTES 58 SECONDS WEST, 578.77 FEET; THENCE SOUTH 85 DEGREES 07 MINUTES 13 SECONDS WEST, 751.65 FEET TO POINT OF BEGINNING, CONTAINING 25.546 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

DRAWN: JKM
 DESIGN: JKM
 CHECKED: TWB



4494 Elizabeth Lake Road
 Waterford, Michigan 48328
 tel (248) 817-7800 fax (248) 817-2660

1060 W. Norton Avenue, Suite 7
 Muskegon, Michigan 49441
 tel (231) 760-3100 fax (231) 760-3115

3910 Lapeer Road
 Port Huron, Michigan 48060
 tel (810) 987-7820 fax (810) 987-7895

PORT OF MONROE
 2929 EAST FRONT STREET
 MONROE, MICHIGAN 48165-0585

LEASE PARCEL EXHIBIT
 GREAT LAKES TOWER LLC, D.B.A. VENTOWER

SCALE:

VERT.

HORZ.

JOB NO. 16398

DATE ISSUED

10/18/11

SHEET NO.

2 OF 2

5/6 03, 2011 Layout = Ventower Lease Parcel
 1 1/2" Plot = Ventower Lease Parcel
 1 1/2" Plot = Ventower Lease Parcel



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Consider objecting to the transfer of four parcels and accepting one parcel from the foreclosed properties that were not sold at the Monroe County Treasurer's auction

DISCUSSION: The General Property Tax Act (PA 206 of 1893), as amended, outlines the procedures for how properties that are foreclosed on by the County Treasurer, and are not sold during the foreclosed property auction are handled. Section 78m (6) of the Act [MCL 211.78m (6)], dictates that properties not sold at auction may be transferred to the City, Village or Township. However, if the municipality objects the transfer in writing, the foreclosed property remains with the County. Following the 2011 foreclosed property auction, the Monroe County Treasurer was left with the following unsold properties in the City of Monroe:

19-00094-000: 1' wide strip on W. Seventh St. (Vacant)

49-01020-000: 24' X 128' parcel located at 1019 E. Front St. (Vacant- Home recently demolished)

49-01055-000: 45' X 90' parcel located at 49 Kentucky Ave (Vacant- Adjacent to rail line)

49-01214-001: 9' wide strip on W. Fourth St. (Vacant)

59-01188-001: 2' wide strip on Riverview Ave. (Vacant)

The list of properties was reviewed by the Department of Public Services, Water and Wastewater Departments, Assessing Department and Department of Economic and Community Development. The only parcel identified that has a foreseeable future use for the City is parcel # 49-01055-000 (49 Kentucky Ave.). This parcel could be utilized to create a turnaround at the end of the current dead end Humphrey Street. Alternatively, the City may want to consider a loop road from Humphrey Street to Front Street to eliminate the dead end street. The parcel could also be sold to the railroad for rail relocation or some other currently unforeseen use. It is also desirable to create a buffer between the rail line and the adjacent residential uses. For these reasons, the City should consider acquiring this parcel for potential future use and to create a buffer along the rail line. The disadvantage to acquiring the parcel is that the City will have to assume maintenance responsibilities which will include grass mowing during the growing season and occasional litter pick-up.

IT IS RECOMMENDED that the City Council object to the transfer of the following foreclosed properties: parcel #'s 19-00094-000, 49-01020-000, 49-01214-001, and 59-01188-001; approve the receipt of one property identified as parcel # 49-01055-000 (49 Kentucky Ave.) from the Monroe County Treasurer; and authorize the City Manager to execute the required letter of objection and acceptance documents.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 30, 2011

REASON FOR DEADLINE: Deadline identified in the State statute for the City to file and objection.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Monroe County Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Assessing Department, Department of Economic and Community Development, Department of Public Services (Maintenance).

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 0
	Cost of This Project Approval	\$ 0
	Related Annual Operating Cost	\$ 300.00
	Increased Revenue Expected/Year	\$ 0*

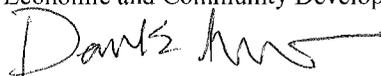
* Property is currently tax exempt, but could be sold in future auctions

SOURCE OF FUNDS:	City	Account Number	Amount
	Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 12/13/11

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: December 19, 2011

Kay M. Sisung
County Treasurer

Denine Kamprath
Chief Deputy Treasurer



Monroe County Treasurer
51 South Macomb Street · Monroe, MI 48161-2168

Pls distribute to Assessing, Engineering, Utilities, Comm Dev.
Telephone (734) 240-7365
Fax (734) 240-7374
for I.C.
to comment
gs

www.co.monroe.mi.us

November 5, 2011

George Brown, City Manager
City of Monroe
120 E. First St.
Monroe, MI 48161

Re: 2011 Auction Property

Dear Mr. Brown:

Per MCL211.78m section 6, any parcels of property foreclosed on by the County Treasurer and not sold at the auctions revert to the local unit on or before December 30 unless objected to in writing.

Several parcels in your jurisdiction did not sell at either auction; those parcels being property numbers:

- 19-00094-000 - 1' Wide Strip - W. Seventh St. (VACANT)
- 49-01020-000 - 1019 E. FRONT - ~~1201 HOOD~~ Demolition (VACANT)
- 49-01055-000 - 49 KENTUCKY ST - KENTUCKY & HUMPHREY ST (VACANT)
- 49-01214-001 - 9' Wide Strip - W. Fourth St. (VACANT)
- 59-01188-001 - 2' Wide Strip - Riverview Ave.

Unless we hear otherwise, these properties will be deeded to the City of Monroe on or before December 30, 2011.

If you have any questions, please feel free to contact me at 734-240-7372.

Sincerely,

Debi Toro

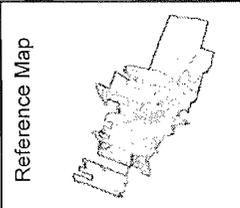
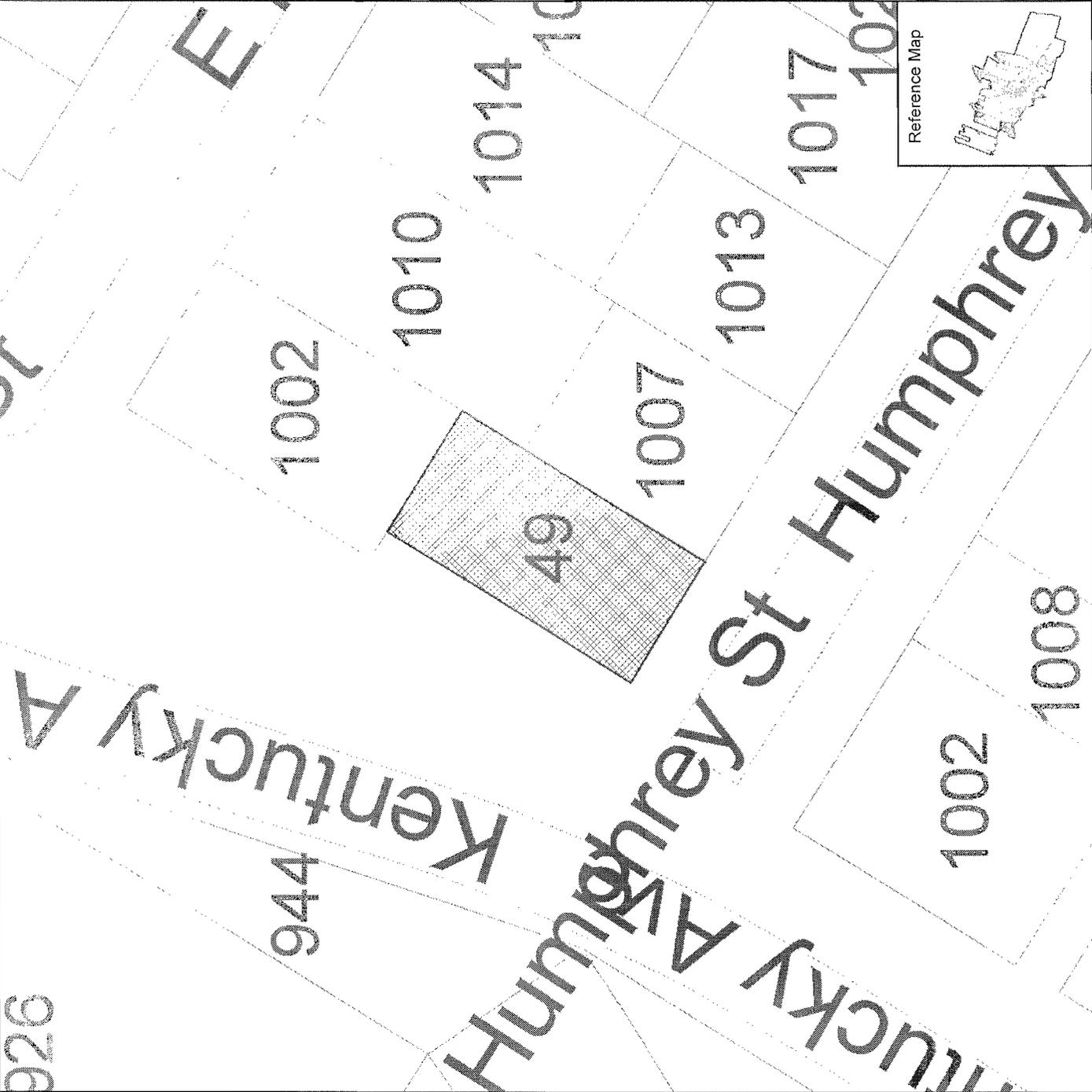
Debi Toro
Tax Foreclosure Specialist

RECEIVED

NOV 10 2011

CITY OF MONROE

49-01055-000



City of Monroe
CivicSight Map



PARCEL INFORMATION

PIN - 49-01055-000
 Owner Info:
 Name 1 - MONROE COUNTY TREASURER
 Name 2 -
 Owner Address - 51 S MACOMB ST
 Owner CSZ - MONROE MI 48161
 Site Address - 49 KENTUCKY AVE
 Legal Description - STEWART PLAT LOT 72 EXCEPT W 10 FT THEREOF CONVEYED TO DM & T RAILROAD CO & THAT PT OF VAC ALLEY BEING 8 FT N & S AND 44' S FT E & W

MAP LEGEND:

- EDGE OF PAVEMENT
- CITY LIMITS
- PARCELS

45' x 90'

Map Scale: 1 inch = 47 feet
 Map Date: 12/13/2011
 Data Date: June 17, 2011



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

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



City of Monroe
CivicSight Map

PARCEL INFORMATION:

PIN - 49 01055-000
Owner Info:
Name 1 - MONROE COUNTY TREASURER
Name 2 -
Owner Address - 51 S MACOMB ST
Owner CSZ - MONROE MI 48164
Site Address - 49 KENTUCKY AVE
Legal Description - STEWART PLAT LOT 72 EXCEPT W/10 FT THEREOF CONVEYED TO DM & T RAILROAD CO & THAT PT OF VAC ALLEY BEING 8 FT N & SAND 44 5 FT E & W

MAP LEGEND:

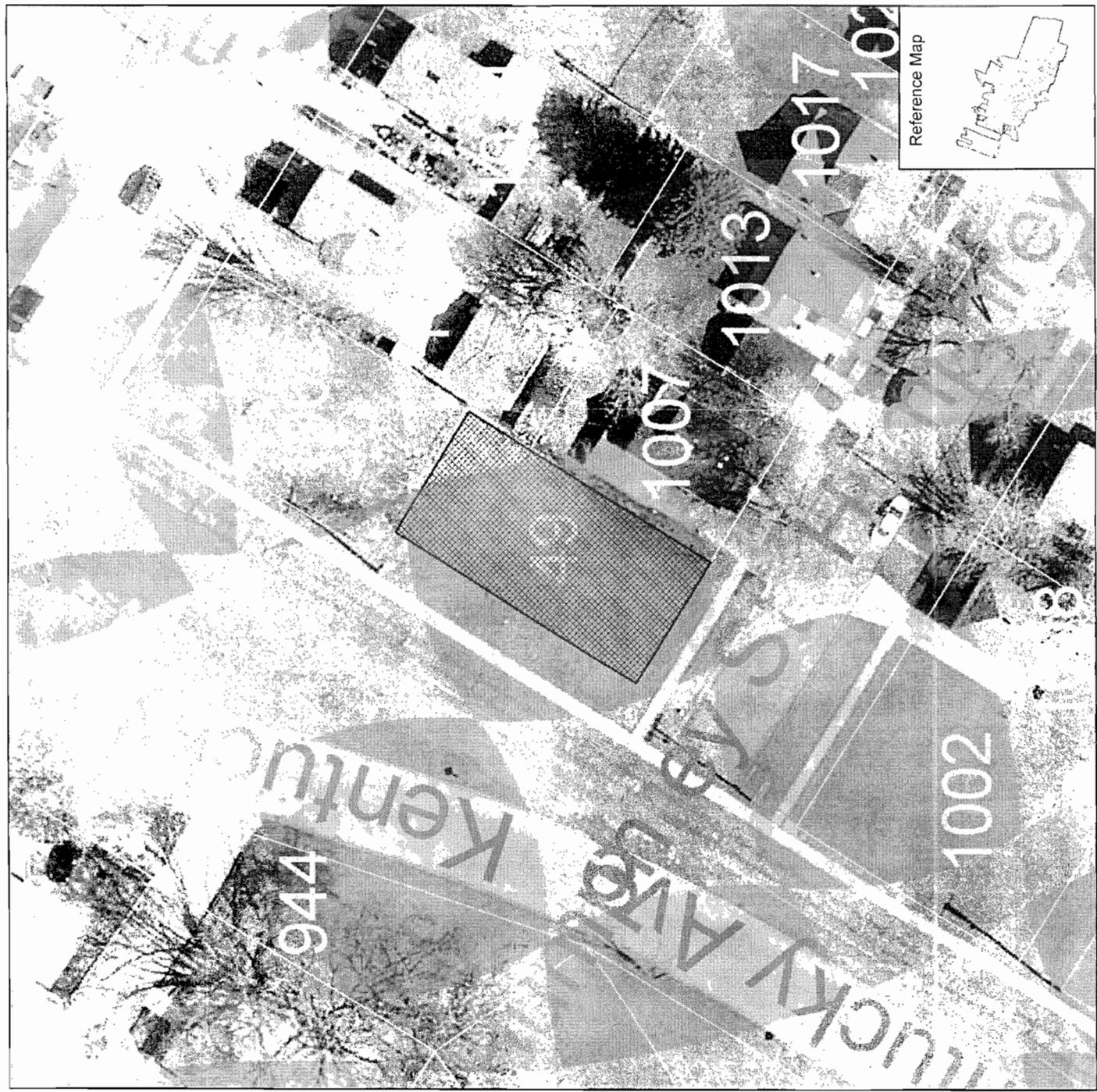
- EDGE OF PAVEMENT
 - CITY LIMITS
 - PARCELS
- 2010.08.THD (Image)



Map Scale: 1 inch = 47 feet
Map Date: 12/13/2011
Data Date: June 17, 2011

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

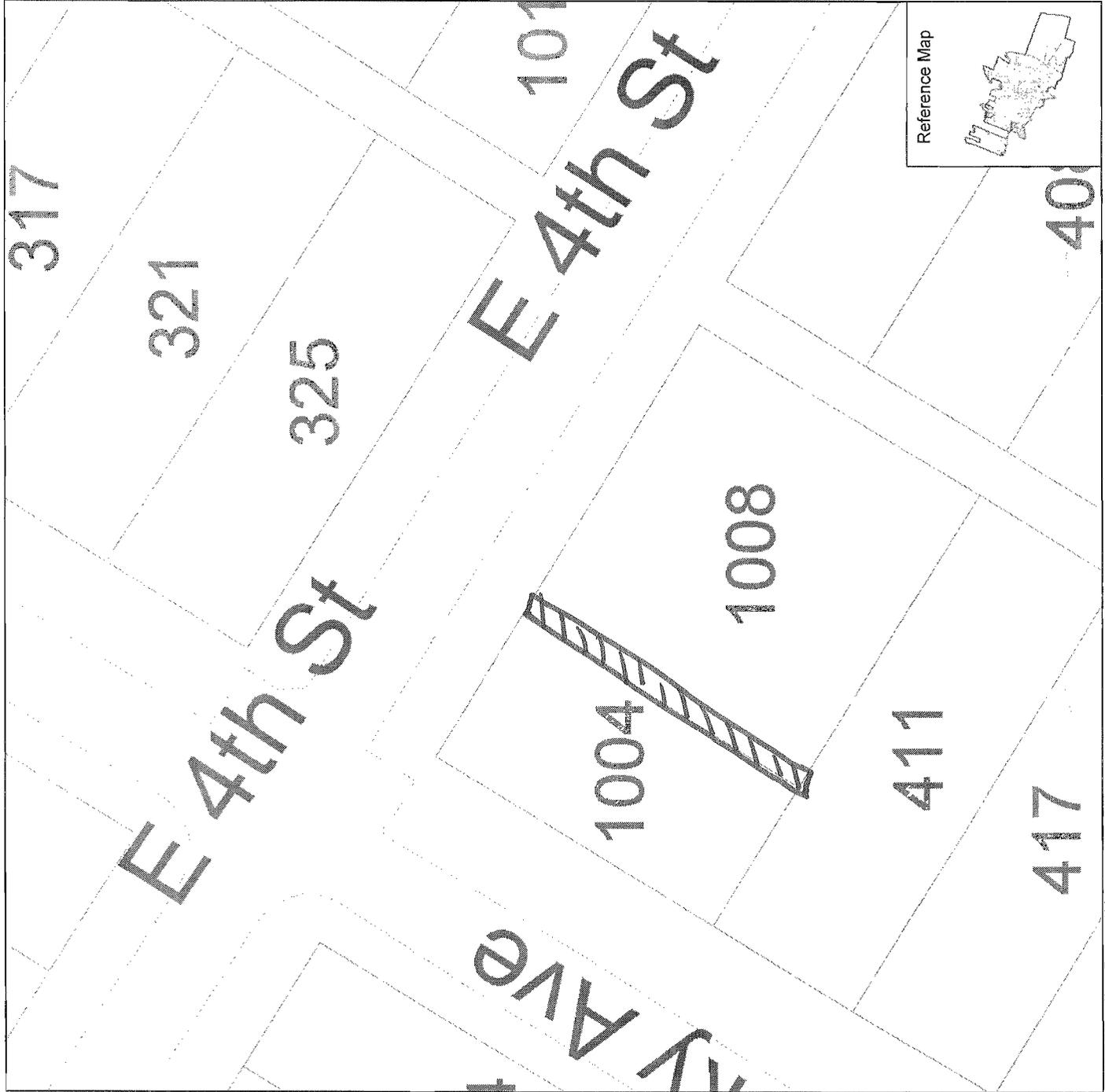
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Reference Map



49-01214-001



City of Monroe
CivicSight Map



MAP LEGEND:

- EDGE OF PAVEMENT
- CITY LIMITS
- PARCELS

Map Scale: 1 inch = 46 feet
 Map Date: 12/13/2011
 Data Date: June 17, 2011



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

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

Reference Map



59-01188-001



City of Monroe
CivicSight Map

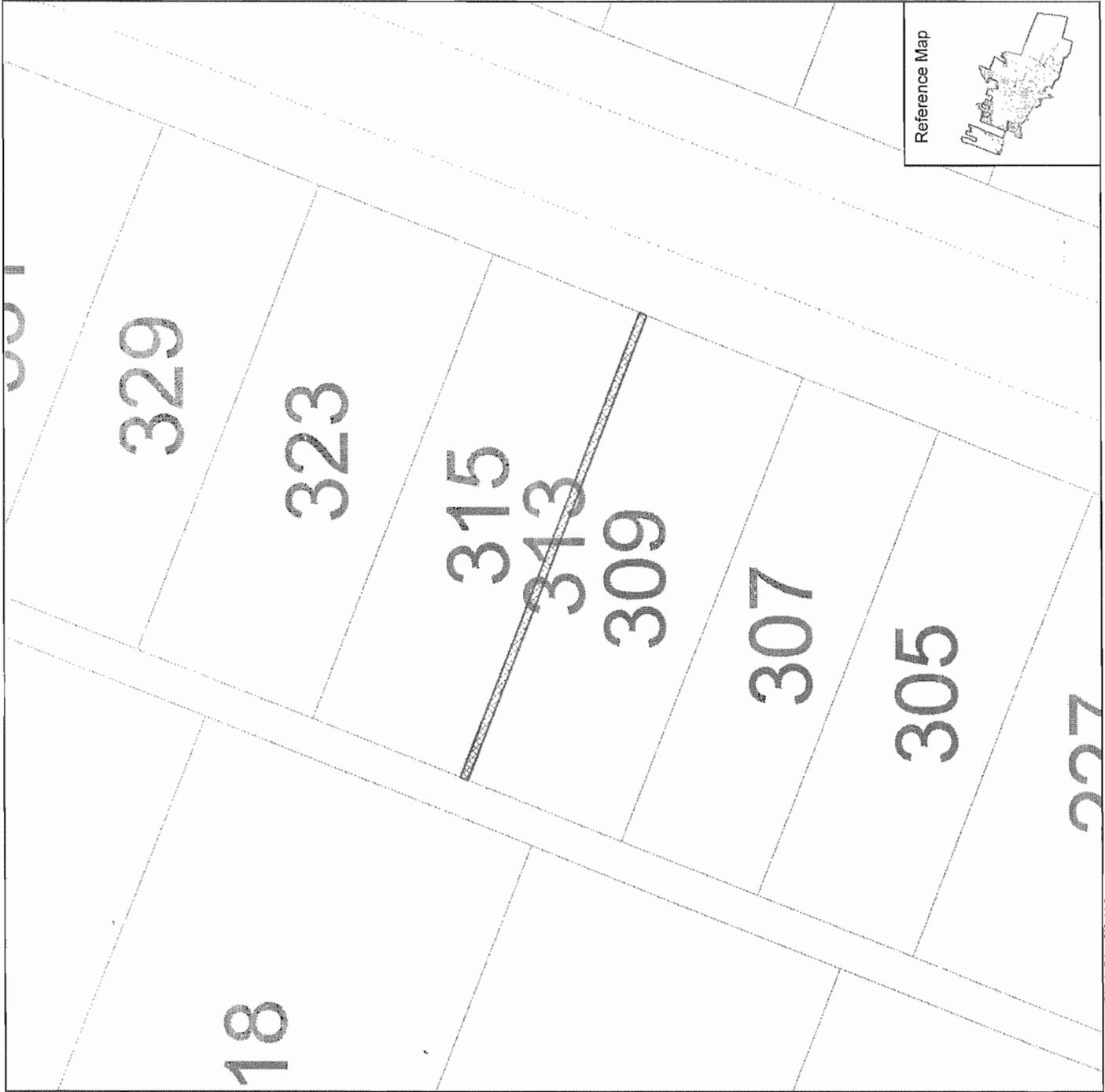
PARCEL INFORMATION:

PIN - 59-01188-001
Owner Info:
Name 1 - MONROE COUNTY TREASURER
Name 2 -
Owner Address - 511 N MACOMB ST
Owner CSZ - MONROE MI 48161
Site Address - 313 RIVERVIEW AVE V
Legal Description: RIVERVIEW SUBDIVISION SOUTH 2 FT
OF NORTH 55 FT OF LOT 25 AND PT OF VAC ALLEY
BEING 9 FT E & W AND 2 FT N & S

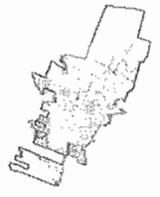
MAP LEGEND:

- EDGE OF PAVEMENT
- CITY LIMITS
- PARCELS

2' x 129'



Reference Map



Map Scale: 1 inch = 36 feet
Map Date: 12/13/2011
Data Date: June 17, 2011



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

Disclaimer:
DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, which arise out of the User's access or use of (a) said product.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MONROE COUNTY COMMUNITY COLLEGE'S CAREER TECHNOLOGY CENTER

DISCUSSION: Monroe County Community College is committed to working with governmental agencies and employers to develop training and retraining programs to meet the needs of a globally competitive workforce. The ability to deliver the flexible and adaptable industry standard education opportunities and retraining programs needed to meet the needs of business and industry in an ever-evolving economy is constrained by the current physical infrastructure in the region. The proposed resolution supports the construction of a Career Technology Center at Monroe County Community College (MCCC).

MCCC has asked for public support from the Monroe City Council in the form of a Resolution which is attached for your consideration and adoption at Monday's December 19, 2011 Council meeting.

Therefore, it is recommended, that City Council approve the proposed Resolution supporting the construction of the Career Technology Center at Monroe County Community College.

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:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Mayor's Office

DATE: 12/13/11

REVIEWED BY: Robert E. Clark, Mayor

DATE:

COUNCIL MEETING DATE: 12/19/11

RESOLUTION

1 **WHEREAS**, an educated and well-trained workforce is essential to the vitality and
2 economic growth of the region; and

3 **WHEREAS**, the community's ability to attract new investment, jobs, and retain existing
4 employers is dependent upon developing new pathways to certificate and degree credentials that
5 align with emerging business and industry needs; and

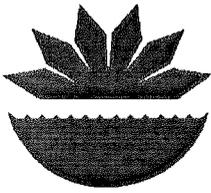
6 **WHEREAS**, working with governmental agencies and employers to develop training
7 and retraining programs to meet the needs of a globally competitive workforce is a core
8 educational objective of Monroe County Community College; and

9 **WHEREAS**, partnerships such as the Nuclear Engineering Technology program with
10 DTE Energy to train Nuclear Engineers and the agreement with Ventower LLC to train welders
11 to build wind towers serve as prototypes for future collaborative initiatives to enhance economic
12 development initiatives with local businesses; and

13 **WHEREAS**, the ability to deliver the flexible and adaptable industry standard
14 educational opportunities and retraining programs needed to meet the needs of business and
15 industry in an ever-evolving economy is constrained by the current physical infrastructure in the
16 region.

17 **NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council of the
18 City of Monroe officially declares its support of Monroe County Community College's
19 leadership in the construction of the Career Technology Center (CTC) on its main campus; and

20 **BE IT FURTHER RESOLVED**, the City of Monroe enthusiastically joins and
21 embraces the public and private community collaborative established to support the effort to
22 build the CTC.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Elections Budget Amendment

DISCUSSION: The election budget that was originally adopted in the 2012 City budget did not include funds for a February 2012 presidential primary election. The election was added by State of Michigan legislative action. It would have normally been planned for August 2012, which would have been in our 2013 fiscal year.

The cost of the election will be reimbursed by the State of Michigan. In order for the City Clerk/Treasurer to begin incurring costs for the election, the budget needs to be amended in the amount of \$13,188. Both revenues and expenditures will be increased in the same amount causing a net zero effect on the budget surplus and/or deficit. A detail of the estimated expenditures is attached.

It is recommended that the Mayor and City Council approve amending the General Fund budget by increasing the election budget by \$13,188 and service revenue by \$13,188.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: None

REASON FOR DEADLINE: None

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Clerk

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 13,188
Cost of This Project Approval	\$ 13,188
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

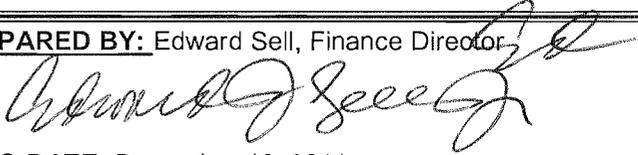
SOURCE OF FUNDS:

<u>City</u>	Account Number	Amount
Election budget line items		\$13,188
General Fund Service Revenue (101-81.100-654.000)		\$13,188
		\$ N/A
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: 12/13/11

REVIEWED BY: 

DATE: 12-13-11

COUNCIL MEETING DATE: December 19, 2011

**ESTIMATED COST OF
PRESIDENTIAL PRIMARY
FEBRUARY 28, 2012**

704 OVERTIME

Elections - Deputy Clerk	13	\$34.58	\$	449.54	
Elections - Secretary	13	\$ 31.40	\$	408.20	
					\$ 857.74

712 FEES & PER DIEM

Precinct Workers	16	\$125.00	\$	2,000.00	
Precinct Chairman	8	\$150.00	\$	1,200.00	
Precinct Asst. Chair.	8	\$175.00	\$	1,400.00	
Receiving Board Chair.	1	\$175.00	\$	175.00	
Meals		\$500.00	\$	500.00	
					\$ 5,275.00

715 MILEAGE

Election Travel to Precincts	30	\$ 0.55	\$	16.50	\$ 16.50
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730 POSTAGE

AV APPS	MASS MAILING	2250	\$ 0.16	\$	355.50	
AV APPS	SINGLE MAILING	100	\$ 0.44	\$	44.00	
BALLOTS	MASS MAILING	1000	\$ 0.16	\$	158.00	
BALLOTS	SINGLE MAILING	100	\$ 0.75	\$	75.00	
Postage Due Acct.				\$	75.00	
						\$ 707.50

750 OPERATING SUPPLIES

Programming Memory Cards	8	\$125.00	\$	1,000.00	
Test Deck	10	\$ 45.00	\$	450.00	
Ballots	10000	\$ 0.27	\$	2,700.00	
Absentee Voter Apps.	2500	\$ 0.12	\$	300.00	
#10 AV Envelopes	2500	\$ 0.09	\$	225.00	
AV Outside Envelopes	2000	\$ 0.04	\$	84.00	
AV Return Envelopes	2000	\$ 0.04	\$	84.00	
Imprint Brown Envelopes					
Imprint AV Envelopes					
Precinct Book Labels	8	\$ 13.00	\$	104.00	
Precinct Kits	7	\$ 35.00	\$	245.00	
AV Precinct Kit	1	\$ 22.75	\$	22.75	
Ribbons	7	\$ 6.50	\$	45.50	
Paper rolls	7	\$ 1.50	\$	10.50	
					\$ 5,270.75

Shipping Charges			\$	160.00	\$ 160.00
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Publishing			\$	500.00	\$ 500.00
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942 RENTAL - VOTING PRECINCT BLDGS.			\$	400.00	\$ 400.00
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\$13,187.49

ESTIMATED COST OF ELECTION \$13,187.49



MICHIGAN.GOV
Michigan's
Official
Web Site

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Elections in Michigan

- Information for Voters
- Michigan Voter Information Center (MVIC)
- Information for Candidates
- Information for Election Administrators
- Michigan Qualified Voter File
- News You Can Use (NYCU)**
- Election News (Current and Archives)
- Voting Equipment
- Upcoming Elections
- Previous Election Information
- Campaign Finance Disclosure
- Lobby Disclosure
- Casino Disclosure
- Legal Defense Funds
- Declaratory Rulings and Interpretive Statements
- Board of State Canvassers
- Help America Vote Act Publications and Forms
- Driver License and State ID**
- Owning a Vehicle**
- New Michigan Resident**
- Automotive Related Businesses**
- Other Business Services**
- Organ Donation**
- Notary and Document Certification**
- About the Secretary of State's Office**

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October 5, 2011 (Issue 2011-46)

Governor Snyder signed the 2012 Presidential Primary bill into law yesterday. The bill (Senate Bill 584, now Public Act 163) can be found here:

<http://www.legislature.mi.gov/documents/2011-2012/billenrolled/Senate/pdf/2011-SNB-0584.pdf>

The 2012 presidential primary is set for Tuesday, February 28. A list of the pertinent dates and deadlines related to the primary can be found here:

http://www.michigan.gov/documents/sos/Pres_Primary_Date_2012_365412_7.pdf

The Bureau of Elections is developing a detailed informational packet that will cover all of the major issues involved in administering the presidential primary. This information will be forwarded to you later this year and will be available on our website. Overall processes will be similar to those used in the 2008 presidential primary. Minor changes will also be made to the E-Pollbook program to allow for selection of the appropriate ballot. Some of the key implementation issues include:

- The 2012 presidential primary will be conducted as a "closed" primary. Consequently, a minimum of two - and possibly three - ballots will be needed to administer the primary. Jurisdictions conducting any type of special election in conjunction with the presidential primary will have a Republican ballot, a Democratic ballot, and a ballot which contains only the proposals and/or offices related to the special election. Republican and Democratic ballots will each also contain all special election proposals and candidates.
- Applications to vote and Absent Voter ballot applications will include a ballot designation (Republican Party, Democratic Party, Ballot without Presidential Primary - local issues only).
- The voter's selected ballot type will be recorded on the precinct list. For E-pollbook jurisdictions, this will include a "pick list" that will be added to the voter selection / ballot assignment screen.
- By law, voters' ballot selection information will be available to everyone under the Freedom of Information Act.
- The Bureau of Elections will develop a process for creating and providing electronic lists of voters that participated in each party's primary as required by law. The QVF will be enhanced to allow clerks to record each voter's ballot designation.
- Information containing each voter's political party ballot selection must be destroyed after 22 months.

The dates and deadlines document referenced above also includes pertinent deadlines related to county and local issues that may appear on the February 28 ballot. The immediate next steps will involve establishing the list of qualified presidential primary candidates that may appear on the ballot. These lists will be finalized by early December. Key steps and dates involved in this process are also outlined in the dates and deadlines document referenced above.

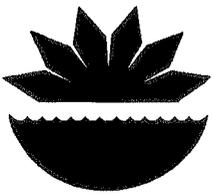
Again, more detailed information will be forwarded to you in the near future. In the meantime, if you have questions please contact the Bureau of Elections at 1-800-292-5973.

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CITY COUNCIL AGENDA FACT SHEET

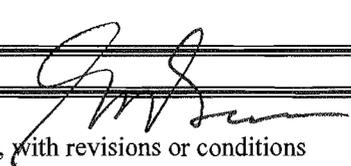
RELATING TO: HEALTH CARE BENEFITS/NON-UNION EMPLOYEES

DISCUSSION: Employers face many challenges in providing stable, sustainable health care benefits. As one of City Council's continued Goals and Objectives and as health benefit costs continue to escalate, efforts by the City to look for ways to help control health care costs and still provide high-quality health care coverage is a very essential component of the City's budget. As part of that analysis, health care and prescription drugs are annually reviewed. Based on that review we are recommending plan design changes and more cost-sharing measures for the various health care options offered.

Attached please find an amended Health Care Policy and summary descriptions of the plans now being offered for all regular full-time, non-union employees.

I am respectfully recommending and requesting that the Mayor and City Council approve the attached amended Health Care policy that will be available for all regular full-time non-union employees and Appointed and Elected Officials of the City of Monroe, effective January 1, 2012.

CITY MANAGER RECOMMENDATION:

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

Section Name: Human Resources Effective Date: June 2, 2008
Section Number: 400 Date of Revision: 7/7/08 & 12/19/11
Policy Number: 001
Page: 1 of 8

Subject: Health Care Benefits

1. Purpose: The purpose of this policy is to provide health care benefits for all regular full-time, non-union employees of the City of Monroe.

2. Statement of Policy:

2.1. **Regular full-time non-union employees shall be entitled to the following health care benefits commencing on their 91st day of continuous employment** ~~are provided the following health care benefits.~~

~~A. Employees Hired Prior to 7/01/08.~~

~~(1) Effective 8/01/08, each regular full-time, non-union employee who was hired prior to 7/01/08 shall have his/her choice of coverage under one of the following plans:~~

~~a. A Blue Cross/Blue Shield of Michigan Community Blue PPO-1 Plan (Current Plan), with \$250 preventative services per member per year and Express Scripts Rx \$5 co-pay, brand name \$12 co-pay, and mail order with Express Scripts Rx \$3 co-pay. Employees shall pay the difference between the illustrated premium cost of the coverage level selected under this Plan (i.e., employee, employee and spouse, employee and child(ren), and family) and the illustrated premium cost for the same coverage level under the Blue Cross/Blue Shield of Michigan Community Blue PPO-6 (Base Plan-Option 2) described in Paragraph c below.~~

~~b. A Blue Cross/Blue Shield of Michigan Community Blue PPO-1 Plan (Option 1), with \$500 preventative services per member per year and Express Scripts Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Express Scripts Rx generic mandate \$30 co-pay, brand name preferred formulary \$60 co-pay, and brand name non-preferred formulary \$90 co-pay. Employees shall pay the difference between the illustrated premium cost for the~~

coverage level selected under this Plan (i.e., employee, employee and spouse, employee and child(ren), and family) and the illustrated premium cost for the same coverage level under the Blue Cross/Blue Shield of Michigan Community Blue PPO-6 (Base Plan Option 2) described in Paragraph e below.

e. ~~A Blue Cross/Blue Shield of Michigan Community Blue 90/10 PPO-6 Plan (Base Plan Option 2), with \$500 preventative services per member per year and the Express Scripts Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Express Scripts Rx generic mandate \$30 co-pay, brand name preferred formulary \$60 co-pay, and brand name non-preferred formulary \$90 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family. Employees selecting this Plan option shall not be required to contribute to the illustrated premium cost of such coverage.~~

~~(2) Effective 1/01/09, each regular full-time, non-union employee who was hired prior to 7/01/08 shall have the additional choice of coverage under the Flexible Blue PPO-3 High Deductible Health Care Plan (Option 3), with a Health Savings Account. This Plan shall include a \$2,000 individual and a \$4,000 family in-network deductible and a \$4,000 individual, \$8,000 family out-of-network deductible. After payment of the applicable in-network deductible in each calendar year, the Plan shall cover 100% of all eligible in-network expenses for the balance of that calendar year. After payment of the applicable out-of-network deductible in each calendar year, the Plan shall cover 80% of all eligible out-of-network expenses for the balance of that calendar year. The City shall make an annual contribution to the HSA in an amount of \$1,500 for employee coverage, and \$3,000 for employee and spouse, employee and child(ren), and family coverage. Employees may make contributions to the Health Savings Account in accordance with the provisions of the Internal Revenue Code and the related regulations. Employee contributions shall be made on a bi-weekly basis, through automatic payroll withholding, in accordance with the City's administrative procedures.~~

~~(3) The illustrated premium costs of the foregoing plans are subject to adjustment each calendar year (typically in January of each year). Prior to implementing each such adjustment, the City will inform employees of the adjustment and provide an open enrollment period during which time employees will be permitted to change their coverage selections.~~

~~B. Employees Hired On Or After 7/01/08.~~

~~During the period 7/01/08 through 12/31/08, the City will provide each regular full-time, non-union employee hired 7/01/08 and after the same choice of health care plans it offers to other regular full-time, non-union employees.~~

~~Effective 1/01/09, each regular full-time, non-union employee hired 7/01/08 and after shall no longer have a choice of plans. Those employees who desire health care benefits through the City shall be provided the Flexible Blue PPO-3 High Deductible Health Care Plan (Option 3), with a Health Savings Account, as described in Section 2.1 (A) (2) above.~~

A. Employees Hired Prior to December 19, 2011. Effective January 1, 2012, each regular full-time employee hired prior to December 19, 2011, who desires health care benefits through the Employer shall have his choice of coverage under one of the following plans:

(1) A Blue Cross/Blue Shield of Michigan Community Blue (90/10) PP0 Plan, (See Attachment 1), and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family.¹ Employees covered under this Plan during the period January 1, 2012, through and including December 31, 2014, shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011, whichever is less, and as described in Section (4) below.

(2) A Blue Cross/Blue Shield of Michigan Community Blue (80/20) PP0 Plan, (See Attachment 2) and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, and brand

name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family.¹ Employees covered under this Plan during the period January 1, 2012, through and including December 31, 2014, shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011, whichever is less, and as described in Section (4) below.

- (3) A Blue Cross/Blue Shield of Michigan Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account and Rx generic mandate \$10 co-pay and brand name \$60 co-pay after the annual deductible has been met; and mandatory purchase of all maintenance drugs through mail order Rx generic mandate \$20 co-pay and brand name \$120 co-pay after the annual deductible has been met. This Plan shall include a \$2,000 individual and a \$4,000 family in-network deductible and a \$4,000 individual, \$8,000 family out-of-network deductible. (See Attachment 3)

Except as above provided, after payment of the applicable in-network deductible in each calendar year, the Plan shall cover 100% of all eligible in-network expenses for the balance of that calendar year. Except as above provided, after payment of the applicable out-of-network deductible in each calendar year, the Plan shall cover 80% of all eligible out-of-network expenses for the balance of that calendar year.

For employees covered under this Plan during the period January 1, 2012 – December 31, 2014, the Employer shall pay the illustrated premium cost of the health plan and make a contribution to the employee's HSA in an annual amount of \$350 for those who select employee only coverage, \$800 for employee/spouse or employee/child(ren) coverage, and \$1,000 for family coverage,¹ or the maximum annual amount permissible under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011, whichever is less, and as described in Section (4) below.

¹ Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

The employee shall pay all costs in excess of the Employer's contribution.

Employees may make contributions to their Health Savings Accounts on a bi-weekly basis, through automatic payroll withholding, in accordance with the provisions of the Internal Revenue Code and the related regulations, and the Employer's administrative procedures.

Notwithstanding the foregoing, employees commencing their employment with the Employer after January 1 of any calendar year shall receive prorated contributions to their Health Savings Account in their first calendar year of employment. Such proration shall be based upon the number of days between the employee's date of hire and December 31 of the first calendar year of employment divided by 365.

- (4) Employer Health Care Contributions. The Employer will annually calculate the total cost it is permitted to incur under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011 (the "Act"). The Employer will compare the total cost it is allowed to incur to its actual cost if each employee were to select the plan in Section A (3) above with the maximum Employer contributions allowed under Section 3 of the Act. If the actual cost exceeds the allowed cost, the Employer's contributions will be reduced until the calculation is brought into compliance with Section 3 of the Act. The employee's contributions for the plans in Section 1 and 2 will then be adjusted to make the Employer's cost match the cost for the HSA/HDHP plan.**

B. Employees Hired On Or After December 19, 2011. Each regular full-time employee hired on or after December 19, 2011, who desires health care benefits through the Employer shall be provided the Blue Cross/Blue Shield of Michigan Community Blue PP0 (80/20) Plan described in Section 2.1 A (2) above or the Blue Cross/Blue Shield of Michigan Community Blue Flexible Blue PP0 High Deductible Health Care Plan with a Health Savings Account as described in Section 2.1 A (3) above. The terms and conditions applicable to these plans shall be as described in Section 2.1 (A) (2) and (3) above, with the following exceptions: 1) those employees choosing the PP0 (80/20) Plan described in Section 2.1 A (2) shall be required to pay 20% of the illustrated premium cost of such Plan or pay the difference between the total cost of such coverage and the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011, whichever results

in the greater employee payment; and 2) those employees choosing the Flexible Blue PPO High Deductible Health Care Plan with a Health Savings Account described in Section 2.1 A (3) shall be required to pay the full amount of the annual deductible and all amounts in excess of the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011. (The Employer shall not contribute to the employee's HSA.)

The illustrated premium costs of the foregoing plans are subject to adjustment each calendar year (typically in January of each year). Prior to implementing each such adjustment, the Employer will inform employees of the adjustment and provide an open enrollment period during which time employees will be permitted to change their coverage selections. Eligibility for the medical benefits herein above provided shall be conditioned on the employee authorizing the Employer to deduct the covered employee's portion of the cost of such benefits from compensation due the covered employee.

2.2 Spousal Coverage Limitations. Notwithstanding any other provision of this policy to the contrary, if a regular full-time, non-union employee's spouse works for an employer, other than the City of Monroe, who provides medical coverage, such spouse shall be required to elect employee only medical coverage through his/her employer, so long as the spouse's monthly contribution to the premium does not exceed one-third (1/3) of the total premium cost of employee only coverage. In such circumstance, the City's Plan shall provide secondary coverage. If the spouse's contribution exceeds one-third (1/3) of the total cost of employee only coverage, the spouse will not be required to participate in his/her employer's plan, in which event the City will provide primary coverage.

2.3 Health Care Waiver Incentives.

A. Total Waiver of Health Care Coverage

- (1) Regular full-time, non-union employees who have health care benefits provided through a source other than the City of Monroe may waive their rights to health care benefits provided by the City under this policy. An employee who expressly waives, in writing, all rights to any health care benefits provided through the City of Monroe, including health care benefits provided through a spouse employed by the City, will receive a cash payment (not to be added to base salary) of ~~\$1,000~~ **\$1,250** per year, payable in December of each calendar year. Any employee who has

waived coverage for a period less than a full calendar year shall receive a prorated amount of such ~~\$1,000~~ **\$1,250** payment.

- (2) An employee who has waived coverage as hereinabove provided may have such coverage reinstated, provided he/she demonstrates that he/she can no longer receive such benefits from another source.

B. Waiver of Coverage for Employee's Spouse or Spouse and Dependent Children Only

- (1) Any regular full-time, non-union employee whose spouse and eligible dependent children can secure health care coverage from a source other than the City of Monroe may waive all coverage for said spouse and and/or dependent children.
- (2) An employee who waives all health care coverage for only his/her spouse, will receive a cash payment of ~~\$500~~ **\$750** per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such ~~\$500~~ **\$750** payment.
- (3) An employee who has waived all coverage for his/her spouse and all dependent children, will receive a cash payment of ~~\$750~~ **\$1,000** per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such ~~\$750~~ **\$1,000** payment.
- (4) An employee who has waived health care benefits coverage under the City's plan for his spouse, or spouse and dependent children, may apply to have such benefits reinstated, provided he/she demonstrates that his or her spouse, or spouse and dependent children, can no longer receive such benefits from another source.

2.4 Coverage under the above plans is subject to the terms, conditions, exclusions, limitations, deductibles, illustrated premium co-payments and other provisions of such plans, and all applicable provisions of the Internal Revenue Code and related regulations. ~~Coverage shall commence on a regular full-time, non-union employee's 91st day of continuous employment.~~

2.5 To be eligible for health care benefits, an employee must document all

coverage provided under his/her spouse's medical plan and cooperate in the coordination of coverage to limit the City's expense.

2.6 The City reserves the right to change its third party administrator and/or the carrier(s), plan(s), and/or the manner in which it provides the above benefits.

3. Definitions: None.

4. Application: This policy shall apply to all regular full-time, non-union employees in all departments of the City of Monroe and shall supersede and cancel all prior policies and actions of the City Council related to health care benefits for active employees, their spouses and eligible dependents.

5. Responsibility: The Human Resources Director or designee shall have the responsibility of implementing and overseeing the administration of this policy.

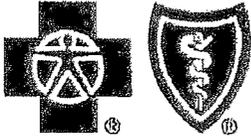
6. Administrative Procedure: None

7. Legislative History of Authority for Creation or Revision:

Adopted pursuant to action of the Monroe City Council, dated June 2, 2008.

Revised pursuant to action of the Monroe City Council dated July 7, 2008.

Revised pursuant to action of the Monroe City Council dated December 19, 2011.



City of Monroe
 38678-671
 Community BlueSM PPO
 Benefits-at-a-Glance
 Effective January 1, 2011

ATTACHMENT 1
 PPO PLAN (90/10%)
 RX \$10/\$60

The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

In-network

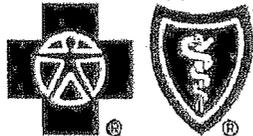
Out-of-network*

Member's responsibility (deductibles, copays and dollar maximums)

	In-network	Out-of-network*
Deductibles	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> \$20 copay for office visits \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent copays Note: Copays apply once the deductible has been met.	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) 	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing 20% of approved amount for most other covered services
Annual copay dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays Note: For groups with 50 or fewer employees or groups that are not subject to the MHP law, mental health care and substance abuse treatment copays do not contribute to the copay dollar maximum.	\$1,000 for one member, \$2,000 for two or more members each calendar year	\$2,000 for one member, \$4,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum	None	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



In-network

Out-of-network*

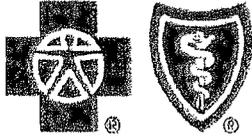
Preventive care services

Health maintenance exam – includes chest x-ray; EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 8 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	80% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% for routine colonoscopy (no deductible or copay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay. One routine colonoscopy per member per calendar year	80% after out-of-network deductible

Physician office services

Office visits	\$20 copay per office visit	80% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	90% after in-network deductible	80% after out-of-network deductible, must be medically necessary
Office consultations	\$20 copay per office visit	80% after out-of-network deductible, must be medically necessary
Urgent care visits	\$20 copay per office visit	80% after out-of-network deductible, must be medically necessary

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



In-network

Out-of-network*

Emergency medical care

Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	90% after in-network deductible	90% after in-network deductible

Diagnostic services

Laboratory and pathology services	90% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	90% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	90% after in-network deductible	80% after out-of-network deductible

Maternity services provided by a physician

Prenatal and postnatal care	100% (no deductible or copay)	80% after out-of-network deductible.
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	90% after in-network deductible	80% after out-of-network deductible.
	Includes covered services provided by a certified nurse midwife	

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	90% after in-network deductible	80% after out-of-network deductible. Unlimited days
Inpatient consultations	90% after in-network deductible	80% after out-of-network deductible
Chemotherapy	90% after in-network deductible	80% after out-of-network deductible

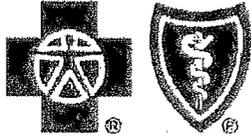
Alternatives to hospital care

Skilled nursing care – must be in a participating skilled nursing facility	90% after in-network deductible	90% after in-network deductible Limited to a maximum of 120 days per member per calendar year
Hospice care – must be provided through a participating hospice program	100% (no deductible or copay)	100% (no deductible or copay) Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)
Home health care – must be medically necessary and provided by a participating home health care agency	90% after in-network deductible	90% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	90% after in-network deductible	90% after in-network deductible

Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	90% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	80% after out-of-network deductible
Voluntary sterilization	90% after in-network deductible	80% after out-of-network deductible

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



In-network

Out-of-network*

Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	90% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	90% after in-network deductible	80% after out-of-network deductible

Mental health care and substance abuse treatment

Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See "Annual copay dollar maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	90% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	90% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic • Physician's office	90% after in-network deductible	90% after in-network deductible
	90% after in-network deductible	80% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	90% after in-network deductible	90% after in-network deductible

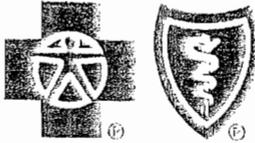
In-network

Out-of-network*

Other covered services

Outpatient Diabetes Management Program (ODMP)	90% after in-network deductible	80% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	80% after out-of-network deductible
Chiropractic spinal manipulation	\$20 copay per visit for specific office services	80% after out-of-network deductible
	Limited to a combined maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy – provided for rehabilitation	90% after in-network deductible	80% after out-of-network deductible. Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	90% after in-network deductible	90% after in-network deductible
Prosthetic and orthotic appliances	90% after in-network deductible	90% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible
Prescription drugs	Not covered	Not covered

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



**City of Monroe
38678- Option A
Community BlueSM PPO
Benefits-at-a-Glance**

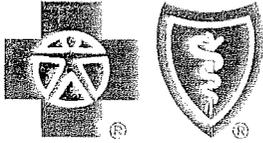
**ATTACHMENT 2
PPO (80/20%)
RX \$10/\$60**

Effective

The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

	In-network	Out-of-network *
Member's responsibility (deductibles, copays and dollar maximums)		
Deductibles	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> • \$25 copay for office visits • \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent copays Note: Copays apply once the deductible has been met.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 20% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) 	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 40% of approved amount for most other covered services
Annual copay dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays Note: For groups with 50 or fewer employees or groups that are not subject to the MHP law, mental health care and substance abuse treatment copays do not contribute to the copay dollar maximum.	\$1,500 for one member, \$3,000 for two or more members each calendar year	\$3,000 for one member, \$6,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum	None	



In-network

Out-of-network *

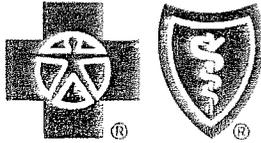
Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	70% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
One per member per calendar year		
Colonoscopy – routine or medically necessary	100% for routine colonoscopy (no deductible or copay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	70% after out-of-network deductible
One routine colonoscopy per member per calendar year		

Physician office services

Office visits	\$25 copay per office visit	70% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	80% after in-network deductible	70% after out-of-network deductible, must be medically necessary
Office consultations	\$25 copay per office visit	70% after out-of-network deductible, must be medically necessary
Urgent care visits	\$25 copay per office visit	70% after out-of-network deductible, must be medically necessary

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



In-network

Out-of-network *

Emergency medical care

Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	80% after in-network deductible	80% after in-network deductible

Diagnostic services

Laboratory and pathology services	80% after in-network deductible	70% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	70% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	70% after out-of-network deductible

Maternity services provided by a physician

Prenatal and postnatal care	100% (no deductible or copay) Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible Includes covered services provided by a certified nurse midwife	70% after out-of-network deductible

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	80% after in-network deductible	70% after out-of-network deductible
Unlimited days		
Inpatient consultations	80% after in-network deductible	70% after out-of-network deductible
Chemotherapy	80% after in-network deductible	70% after out-of-network deductible

Alternatives to hospital care

Skilled nursing care – must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
Limited to a maximum of 120 days per member per calendar year		
Hospice care – must be provided through a participating hospice program	100% (no deductible or copay)	100% (no deductible or copay)
Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care – must be medically necessary and provided by a participating home health care agency	80% after in-network deductible	80% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	80% after in-network deductible	80% after in-network deductible

Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	70% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	70% after out-of-network deductible
Voluntary sterilization	80% after in-network deductible	70% after out-of-network deductible

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In-network

Out-of-network *

Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	70% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	70% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	70% after out-of-network deductible

Mental health care and substance abuse treatment

Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See “Annual copay dollar maximums” section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	80% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	80% after in-network deductible	70% after out-of-network deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic • Physician’s office	80% after in-network deductible	80% after in-network deductible
	80% after in-network deductible	70% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	80% after in-network deductible	80% after in-network deductible

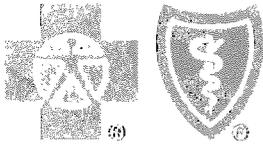
In-network

Out-of-network *

Other covered services

Outpatient Diabetes Management Program (ODMP)	80% after in-network deductible	70% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	70% after out-of-network deductible
Chiropractic spinal manipulation	\$25 copay per visit for specific office services	70% after out-of-network deductible
	Limited to a combined maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy – provided for rehabilitation	80% after in-network deductible	70% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible

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City of Monroe
38678-681, 981
Flexible BlueSM Plan 3 Medical Coverage
With Flexible BlueSM RX Prescription Drug
Benefits-at-a-Glance

ATTACHMENT 3
PPO FLEXIBLE BLUE
RX \$10/\$60 after deductible

Effective: January 1, 2012

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In-network

Out-of-network *

Member's responsibility (deductibles, copays and dollar maximums)

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing.

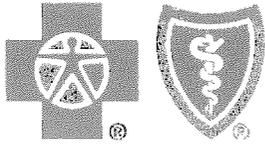
Deductibles Note: Your deductible combines deductible amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage. Note: The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract.	\$2,000 for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)	\$4,000 for a one-person contract or \$8,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)
Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.		
Fixed dollar copays	None	None
Percent copays Note: Copays apply once the deductible has been met.	None	20% of approved amount
Annual copay dollar maximums Note: Your copay dollar maximum combines copay amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.	Not applicable	\$1,000 for a one-person contract or \$2,000 for a family contract (2 or more members) each calendar year
Lifetime dollar maximum	None	

Preventive care services

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

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In-network

Out-of-network *

Preventive care services, continued

Well-baby and child care visits	100% (no deductible or copay) • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	80% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
One per member per calendar year		
Colonoscopy – routine or medically necessary	100% for routine colonoscopy (no deductible or copay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	80% after out-of-network deductible
One routine colonoscopy per member per calendar year		

Physician office services

Office visits	100% after in-network deductible	80% after out-of-network deductible
Outpatient and home medical care visits	100% after in-network deductible	80% after out-of-network deductible
Office consultations	100% after in-network deductible	80% after out-of-network deductible
Urgent care visits	100% after in-network deductible	80% after out-of-network deductible

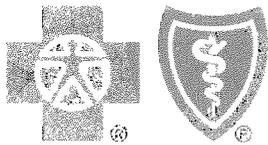
Emergency medical care

Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services – must be medically necessary	100% after in-network deductible	100% after in-network deductible

Diagnostic services

Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

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In-network

Out-of-network *

Maternity services provided by a physician

Prenatal and postnatal care	100% after in-network deductible	80% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	100% after in-network deductible	80% after out-of-network deductible
Unlimited days		
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

Alternatives to hospital care

Skilled nursing care – must be in a participating skilled nursing facility	100% after in-network deductible	100% after in-network deductible
Limited to a maximum of 90 days per member per calendar year		
Hospice care – must be provided through a participating hospice program	100% after in-network deductible	100% after in-network deductible
Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care – must be medically necessary and provided by a participating home health care agency	100% after in-network deductible	100% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	100% after in-network deductible	100% after in-network deductible

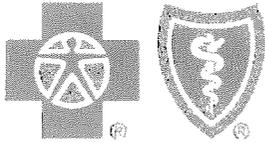
Surgical services

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization	100% after in-network deductible	80% after out-of-network deductible

Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

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In-network

Out-of-network *

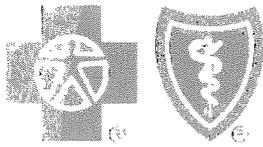
Mental health care and substance abuse treatment

Inpatient mental health care and inpatient substance abuse treatment	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Outpatient mental health care		
• Facility and clinic	100% after in-network deductible	100% after in-network deductible, in participating facilities only
• Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	100% after in-network deductible	100% after in-network deductible

Other covered services

Outpatient Diabetes Management Program (ODMP)	100% (no deductible or copay)	80% after out-of-network deductible
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation	Limited to a combined maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy – provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible
		Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing	100% after in-network deductible	100% after in-network deductible

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Flexible BlueSM RX Prescription Drug Plan

Specialty Drugs – The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

Effective July 1, 2010, BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

Network pharmacy

Non-network pharmacy

Member's responsibility (copays)

Your Flexible Blue prescription drug benefits, including mail order drugs, are subject to the same deductibles, copays and annual copay dollar maximums required under your Flexible Blue medical coverage.

Benefits are not payable until after you have met the Flexible Blue annual deductible.

Retail Pharmacy copays Up to 30 day supply Note: Copays apply once the deductible has been met.	\$10 for each generic drug \$60 for each brand drug, even if the prescription is marked "DAW" or there is no generic equivalent drug available.	Your network pharmacy copay plus 25% of the BCBSM approved amount.
Mail order (home delivery) prescription drugs – up to a 90-day supply of prescribed medication by mail from Medco (BCBSM mail order vendor)	\$20 for each generic drug \$120 for each brand drug, even if the prescription is marked "DAW" or there is no generic equivalent drug available.	No coverage

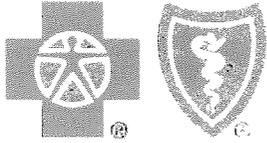
Covered services

FDA-approved drugs	100% of approved amount after Flexible Blue medical coverage deductible	80% of approved amount (20% copay) after Flexible Blue medical coverage deductible plus an additional 20% of BCBSM approved amount for the drug **
Prescribed over-the-counter drugs – when covered by BCBSM Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.	100% of approved amount after Flexible Blue medical coverage deductible	80% of approved amount (20% copay) after Flexible Blue medical coverage deductible plus an additional 20% of BCBSM approved amount for the drug **
State-controlled drugs	100% of approved amount after Flexible Blue medical coverage deductible	80% of approved amount (20% copay) after Flexible Blue medical coverage deductible plus an additional 20% of BCBSM approved amount for the drug **
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	100% of approved amount after Flexible Blue medical coverage deductible	80% of approved amount (20% copay) after Flexible Blue medical coverage deductible plus an additional 20% of BCBSM approved amount for the drug **

Note: If you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand name drug dispensed and the maximum allowable cost for the generic, **plus** your copay, if applicable. This cost difference will **not** be applied toward your in-network deductible, nor your annual copay dollar maximum, if applicable.

* A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

** The 20% prescription drug out-of-network copay will **not** be applied toward your annual Flexible Blue deductible or annual copay dollar maximum.



Features of your prescription drug plan

<p>Drug interchange and generic copay waiver</p>	<p>Certain drugs may not be covered for a second prescription if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at bcbsm.com.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<p>Quantity limits</p>	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at bcbsm.com.</p>
<p>Prescription drug preferred therapy</p>	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications before prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication.</p> <p>Before filling your initial prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at bcbsm.com, along with the preferred medications.</p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect all targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p>



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: VOLUNTARY EARLY RETIREMENT PROGRAM EXTENSION FOR FIRE COMMAND.

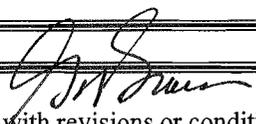
DISCUSSION: The City of Monroe and the Monroe Firefighters Association, IAFF Local 326, representing the firefighters have reached a tentative agreement effective 12/7/11.

As you know, one of the upcoming challenges we are facing is the retirement of two Fire Command Officers by the end of this year. The challenges presented by this level of attrition would be difficult while the City is working through its public safety operations. In order to better ensure that the public safety initiatives and transitions is firmly established, we are recommending that the City extend the Voluntary Early Retirement Program for two Fire Command Officers until December 31, 2012.

The Letter of Understanding describing the details of the Voluntary Early Retirement Program extension is attached for your review.

I am respectfully recommending that the Mayor and City Council approve the attached Letter of Understanding with the IAFF.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 12/19/11

REASON FOR DEADLINE: Fire Command retirements contemplated for 12/31/11.

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: Peggy A. Howard

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: FIREFIGHTERS

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:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$
			\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$
			\$
			\$
			\$

Budget Approval: _____

FACT SHEET PREPARED BY: PEGGY A. HOWARD/HR DIRECTOR *Peggy A. Howard* **DATE:** 12/14/11

REVIEWED BY: _____ **DATE:** _____

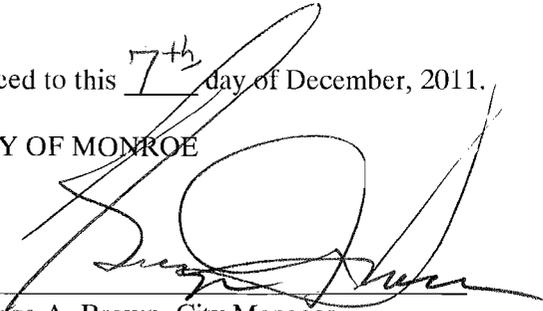
COUNCIL MEETING DATE: _____

LETTER OF UNDERSTANDING

It is hereby agreed between the City of Monroe ("City") and the Monroe Firefighters Association, IAFF, Local 326 ("Union") that the date by which eligible employees must retire under the Voluntary Early Retirement Program (referenced in Attachment B of the parties' Collective Bargaining Agreement) shall be extended from December 31, 2011, to December 31, 2012. Under this extension, the parties' agree that the eligible employees may delay their retirement to another date of their choice through and including December 31, 2012, and receive in retirement those health care benefits in effect as of December 31, 2011, the same as if they had not extended their employment. Preceding such retirement the eligible employees shall, however, continue to receive the same health care benefits under the same terms and conditions as other active employees.

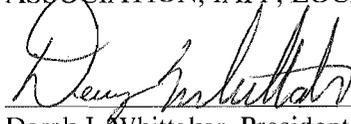
Agreed to this 7th day of December, 2011.

CITY OF MONROE



George A. Brown, City Manager

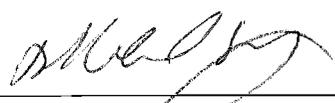
MONROE FIREFIGHTERS
ASSOCIATION, IAFF, LOCAL 326



Derek J. Whittaker, President



Thomas C. Moore, Director of
Public Safety/Chief of Police



Michael T. Foley, Vice President



Manuel J. Hoskins, Chief of Fire



Richard S. Smiley, Treasurer



Peggy A. Howard, Human
Director



Thomas R. Ford, Secretary

ATTACHMENT B
LETTER OF UNDERSTANDING
VOLUNTARY EARLY RETIREMENT PROGRAM

The City of Monroe, Michigan (the "Employer") and the Monroe Firefighters Association, IAFF, Local 326 (the "Association") agree to offer a Voluntary Early Retirement Program ("Program") for employees who retire on or after March 15, 2011, through and including December 31, 2011, with twenty-five (25) or more years of credited service, regardless of age. For purposes of this Memorandum, "credited service" shall be as defined in the City of Monroe's Retirement System.

Participation in the Program is entirely voluntary. Employees choosing to participate in the Program shall waive all seniority rights and all rights of continued employment and reemployment with the City, and execute the Employer's Voluntary Early Retirement and Waiver Agreement (Exhibit 1) on the date immediately preceding the effective date of their retirement.

The adoption of the Program shall not be construed to prohibit or otherwise restrict or limit the City's right to reduce staff or otherwise exercise of any of its management rights under the parties' collective bargaining agreement and applicable law.

Agreed to this 11th day of April, 2011.

CITY OF MONROE

MONROE FIREFIGHTERS
ASSOCIATION, AFL-CIO,
LOCAL 326

Robert E. Clark, Mayor

Derek J. Whittaker, President

Charles D. Evans, City Clerk/Treasurer

Michael T. Foley, Vice President

George A. Brown, City Manager

Richard S. Smiley, Treasurer

Joseph R. Mominee, Chief of Fire

Thomas R. Ford, Secretary

Peggy A. Howard, Director of Human
Resources



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution setting minimum staffing levels in the Fire Department

DISCUSSION: It is anticipated that Fire Department staffing for the upcoming year will include fifteen (15) fire fighters and the Fire Chief. At this staffing level, five (5) fire fighters will be assigned to each of three (3) shifts. In addition to Fire Department personnel, thirteen (13) public safety officers, who are members of the Police Department and Fire Fighter (FF) II certified, are currently assigned to provide auxiliary support to the Fire Department, for responses to structure fires and other hazardous incidents. It is anticipated that thirteen (13) more members of the Police Department will be FF II certified and assigned to provide auxiliary support by late April, 2012. At that time, the City will have a total of up to 42 Fire Department and Police Department personnel trained, certified and assigned for response to significant fire and hazardous incidents. The City is also a party to automatic and mutual aid agreements with Monroe and Frenchtown Townships, which provide for dispatch of fire fighting personnel and equipment to aid each other when needed for significant incidents.

Considering the above and other factors, the City Manager, Public Safety Division Management and I have completed our annual administrative review of Fire Department staffing levels. As such, it is my recommendation that minimum staffing levels in the Fire Department be set at four (4) fire fighters per day for the remainder of calendar year 2011 and calendar 2012.

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: Manuel J. Hoskins, Fire Chief

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Public Safety Division

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Manuel J. Hoskins, Fire Chief

DATE: 12/13/11

REVIEWED BY: Thomas C. Moore III, Director of Public Safety

DATE:

COUNCIL MEETING DATE: 12/19/11

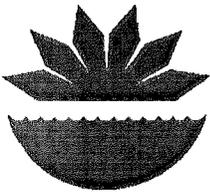
RESOLUTION

WHEREAS, the Monroe City Council directed the City Manager and Chief of Fire to review the staffing level of the Fire Department and report to the City Council annually; and

WHEREAS, the City Manager, Chief of Fire and Public Safety Division Management have completed the annual review of staffing levels in the Fire Department; and

NOW, THEREFORE, BE IT RESOLVED, THAT THE Monroe City Council sets staffing levels in the Fire Department for the City of Monroe at a minimum of four (4) firefighters per day for the remainder of calendar year 2011 and calendar year 2012.

BE IT FURTHER RESOLVED, that the policy of annual administrative review of staffing levels in the Fire Department, by the City Manager, Chief of Fire and Public Safety Division Management be continued until further action of the City Council.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Monroe Public Access Cable Television Agreement Renewal and Amendment

DISCUSSION: The City of Monroe and Monroe Public Access Cable Television (MPACT) entered into an agreement that was effective July 1, 2001 that provided compensation to MPACT for them to operate and administer the educational and public access bandwidth or channels in the City of Monroe. The agreement expired on June 30, 2011. MPACT has continued to operate under the terms of that agreement. The compensation provided for in the expired agreement calls for MPACT to receive 50% of any cable franchise fees received by the City of Monroe and 2/3 of any money allocated to the City for public access purposes. For the City's 2011 fiscal year, the franchise fee payment amounted to \$151,840 and the public access payment amounted to \$17,566. The full prior agreement is attached.

The extension agreement that is proposed is attached. It would make two changes to the expired agreement. The first change would be to document a practice that has been ongoing for about two years. That change is the agreement that MPACT will provide technical support to the City of Monroe government channel, including production and playback of all City Council meetings. This change is explained in item 1 of the Additional Services section of the extension agreement.

The other change would provide additional funding and set aside current funds on hand in exchange for MPACT to operate, maintain, produce and upgrade as necessary the City of Monroe's governmental bandwidth and/or channels and programming. This would include replacement and upgrade of equipment as necessary. In exchange for this service, the City would pay to MPACT the full amount of any public access payment to MPACT and the City would allow MPACT to access the \$37,000 the City has accumulated in public access funds over the years for the purpose of providing the services in item 2 under the Additional Services section. For the City's 2011 fiscal year, the additional 1/3 of the public access funds would have totaled \$8,783. This service would be beneficial to the City in that MPACT possesses professional expertise in this area that, at this point, the City does not.

It is recommended that the Mayor and City Council approve the attached "Extension Agreement between the City of Monroe and Public Access Cable Television, Inc."

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 19, 2011

REASON FOR DEADLINE: Prior Agreement Expired

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director; George Brown, City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All departments using government channels

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ \$8,783
Cost of This Project Approval	\$ \$8,783
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City

Account Number

Amount

\$ N/A
\$ N/A
\$ N/A
\$ N/A
\$ N/A

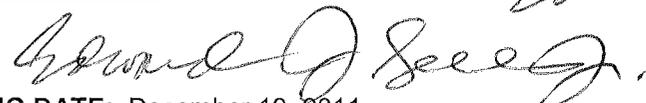
Other Funds

\$ N/A
\$ N/A
\$ N/A
\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director 

DATE: 12/15/11

REVIEWED BY: 

DATE: 12-15-11

COUNCIL MEETING DATE: December 19, 2011

FIVE YEAR EXTENSION AGREEMENT

Between THE CITY OF MONROE and

MONROE PUBLIC ACCESS CABLE TELEVISION, INC.

(M P A C T, Inc.)

EXTENSION AGREEMENT BETWEEN THE CITY OF MONROE AND PUBLIC ACCESS CABLE TELEVISION, INC.

THIS Extension Agreement is an addendum to the full Agreement signed between The City of Monroe and MPACT on July 11, 2003. The Extension Agreement is to extend the current Agreement five years from July 1, 2011 until June 30, 2016.

ADDITIONAL SERVICES

1. Monroe Public Access Cable Television, Inc. agrees to program and provide technical support for the City of Monroe government channel including production and playback of all City Council meetings. Production support can be provided for other meetings and events upon mutual agreement between Monroe Public Access Cable Television, Inc. and the City of Monroe. One copy of each production will be provided to the City of Monroe. The two most recent City Council meetings will be available for public viewing on the Internet.
2. Monroe Public Access Cable Television, Inc., in exchange for additional funding provided in this agreement, agrees to operate, maintain, produce and upgrade as necessary or requested, the City of Monroe's governmental bandwidth and/or channels and programming. This includes replacement of equipment as necessary to continue and improve the current operation and broadcast quality, and upgrades that may be needed to meet any new technical requirements. It also includes the development, production, set up, operation, and maintenance of any and all broadcast information and programming requested by the City of Monroe, in order to promote better public knowledge and understanding of City services, operations and initiatives. .

SPECIAL FUNDS

In addition to the operating funds the City will pay to MPACT, any money specifically allocated to the City and received by the City for public access purposes as may be or may have been negotiated in any franchise agreement or agreements with any cable television provider in the City of Monroe beginning July 1, 2011. Upon signing of this agreement, the City of Monroe will hold and reserve \$37,000 of public access funding currently held by the City of Monroe, which will be available to fund equipment, material, labor and other costs associated with equipment upgrades, replacement and maintenance. The funding described in this section will be used to fund number 2 under the Additional Services provided for in this agreement.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such

portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions hereof.

DURATION OF THIS AGREEMENT

It is recognized that this is an Amended Agreement. The term of this Agreement is to be for a period of five (5) years from and after July 1, 2011. Each party however shall have the option to terminate this Agreement by providing ninety (90) days written notice of its intention to terminate or it may be terminated sooner by mutual agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties executed this Agreement this _____ day of _____, 2011.

Witness: _____

Date: _____

City of Monroe

Monroe Public Access Cable Television

Mayor

President

Clerk

Executive Director

Dr EXPIRED AGREEMENT

AGREEMENT

Between THE CITY OF MONROE and
MONROE PUBLIC ACCESS CABLE TELEVISION, INC.

(M P A C T, Inc.)

AGREEMENT BETWEEN THE CITY OF MONROE AND MONROE PUBLIC ACCESS
CABLE TELEVISION, INC.

WHEREAS, pursuant to Ordinances of the City of Monroe as they may be amended from time to time, and separate Franchise Agreements, the City of Monroe wishes to provide for the operation, administration, transmission and promotion of public access telecommunications as a vital community resource; and

WHEREAS, the Monroe Public Access Cable Television, Inc., hereinafter referred to as MPACT is a non-profit independent corporation established to provide public access telecommunications services in the City of Monroe;

NOW, THEREFORE, IN CONSIDERATION of the respective covenants contained herein, the parties agree as follows:

AGREEMENT SUBJECT TO CITY ORDINANCES

THIS Agreement is subject to the provisions of the Ordinances of the City of Monroe as they may be amended from time to time.

DEFINITIONS AS USED IN THIS AGREEMENT

The following definitions shall apply to this Agreement.

PEG CHANNELS – means channels or bandwidth designated or otherwise dedicated to and exclusively set aside for the non-commercial use of public, educational, or governmental purposes.

CABLECAST – means data produced and transmitted through the franchised cable systems to users and subscribers in the City of Monroe.

PUBLIC ACCESS PROGRAMMING – means non-commercial use of public bandwidth or channels whose content is controlled by users located in the City of Monroe.

PUBLIC ACCESS EQUIPMENT – means equipment dedicated exclusively for use in public access, educational or governmental programming production and related activities.

CITY SERVICE INSTITUTION OR ORGANIZATION – means any institution or organization such as a hospital, school, college, or university, library, cultural or service organization or agency which is located in the City of Monroe or which serves a substantial number of City residents as a continuing or regular course of its operation.

PUBLIC AGENCY – means any local unit of government or part thereof.

PURPOSE

The purpose of this Agreement is to utilize an independent public access organization to administer, coordinate and promote the use of educational and public access bandwidth or channels in the City of Monroe. The City of Monroe will administer, coordinate and promote the use of any governmental access bandwidth or channels.

COOPERATION

Each party to this Agreement will fully cooperate with the other party in carrying out the terms of this Agreement. Public access will be provided by MPACT as an independent, non-profit organization. MPACT will program the educational and public access bandwidth or channels, provide equipment which may be operated by educational or public access users, conduct training programs for members of the public to use the equipment, and conduct promotion and outreach to make the public aware of the availability and potential of educational and public access in the City of Monroe.

MPACT DUTIES AND RESPONSIBILITIES

MPACT shall have the following duties and responsibilities:

- (a) To administer, transmit and operate the educational and public bandwidth or channels and cablecasting for the City of Monroe;
- (b) To establish, equip and operate a public access center with a color television access studio and ancillary operating and training facilities and to insure high standards of quality control for programs, production and technical quality;
- (c) To establish the standards, rules, guidelines and regulations governing the use of educational and public access studio, bandwidth or channels and equipment;
- (d) To have on file standards, rules, guidelines and preconditions as may be established from time to time in conjunction with the City of Monroe and subject to the Ordinances of the City of Monroe;
- (e) To establish and promote training programs for educational and public access bandwidth or channel users;
- (f) To establish and administer reasonable fees and file the same as they may be amended from time to time with the City of Monroe.

ADMINISTRATION

MPACT will maintain a board of directors ("Board of Directors") whose duties will be to govern the Public Access Center according to the articles of incorporation and bylaws of MPACT. Each Public Agency which is a member of MPACT shall be entitled to have one representative who is a resident of the city, township or municipality in which the Public Agency is located, on the Board of Directors. Notwithstanding anything to the contrary in this Agreement, the residency requirement will not apply to the Board Members designated to represent City Service Institutions. The City of Monroe may appoint a representative to serve on the Board of Directors of MPACT. MPACT will timely notify the City of Monroe of all Meetings of the Board of Directors (including all Executive Board Meetings).

BY-LAWS

MPACT's by-laws will cover procedures and general operation of the public access center and public access bandwidth or channels and will be on file with the Clerk of the City of Monroe.

POLICIES

MPACT will adopt policies governing the general operation of the public access center, including, but not limited to: personnel policies, purchasing policies, affirmative action, equal opportunity policies, retirement policies, etc.

PROGRAMMING

PROMOTION OF PROGRAMMING

MPACT will promote the programming being conducted through the Public Access Center in an appropriate manner which, at a minimum will include preparation (and wide distribution around the Monroe area) of a weekly program schedule that will be provided to the City Manager's Office.

DISCLAIMER

MPACT will display with reasonable frequency on each channel operated by it, with reasonable prominence in all facilities and on all public access advertisements, brochures, and publications the following message: "Educational and/or public access bandwidth or channels are operated by MPACT, which is an independent non-profit corporation, and not an agent or affiliate of any cable company or the City of Monroe. Any cable company and the City of Monroe are prohibited from controlling the content of material on educational or public access bandwidth or channels operated by MPACT. Consequently, the cable company and the City of Monroe are not responsible in any way for educational or public access programming and are not liable for any material cablecast on educational or public access bandwidth or channels operated by MPACT.

GENERAL OPERATION

ATTENDANCE AT CITY MEETINGS

A designated representative of MPACT will attend any meeting of the City of Monroe when requested for the purpose of being available to answer questions and provide information.

INDEMNIFICATION

MPACT will indemnify, defend and hold harmless the City of Monroe and all of its elected and appointed officials and employees, committees, boards, commissions, officials and others individually and collectively from any and all losses, claims or actions of any kind and/or nature arising out of the conduct, acts or omissions of MPACT, its officers, directors, employees, contractors or agents, or of any public access user, or arising out of the use by any person of the facilities equipment and funds provided for in this Agreement, or arising out of MPACT's operation and activities in the execution of this Agreement. This indemnification will include any and all damages, costs, expenses and/or attorneys fees.

RECORDS

MPACT will establish and maintain appropriate financial records of MPACT's operation following generally accepted accounting principles and practices. Such records will be retained for at least three (3) years or such longer period as required by law, and permit the City of Monroe to review such records at any time upon written request with reasonable prior notice. MPACT will also maintain appropriate records and files regarding operations, correspondence, communications, programming plans and history of operations, and will retain such records for a period of at least three (3) years or such longer period as may be requested or required by law and will permit the City or member public agency to review and examine such records upon written request, and will permit the general public to review and examine such records during normal business hours pursuant to such reasonable rules as MPACT may establish for such purpose or as may be required by law.

PUBLIC RECORDS

All records of MPACT will be deemed to be public records pursuant to the Freedom of Information Act of 1976 (Act 442) and will be open to public inspection unless exempted, as provided in Act 442.

EQUIPMENT

MPACT may provide and pay for all necessary production equipment. Such equipment will be used only for educational or public access purposes, such as training, production, recording and play back of educational or access programs on the educational or public access bandwidth. Under no circumstances is this equipment to be used for commercial, non-educational or non-access purposes. MPACT will properly maintain and repair such equipment, and keep a record of all maintenance and repairs conducted on each piece of equipment, indicating both date of

such activity and the nature of the repair or maintenance activity performed, and permit the City of Monroe to examine such records upon request.

EQUIPMENT PROTECTION

MPACT will set reasonable qualifications for individuals to operate specific items of educational or public access equipment, reflecting the interest of all public access users in protecting such equipment from damage or misuse.

THEFT REPORTS

MPACT will report thefts of property to the Monroe Police Department or appropriate law enforcement agency and provide a copy of the police report with case numbers to the City of Monroe. Reports of unrecovered items, losses, and destroyed (damaged beyond repair) property will include full explanation of the circumstances.

COMPLAINTS

MPACT will develop a written complaint resolution process and will make copies upon written request, and provide the City of Monroe with a copy of such complaint resolution process to be maintained on file. MPACT will maintain records and logs of all complaints received and to retain these records and logs for a period of at least three (3) years, and to permit the City of Monroe or member public agency to review and examine these records upon written request.

FINANCIAL OPERATION

BUDGET

MPACT will set and control the budget for the public access center studio and operations and establish such reasonable fees and charges to use the facilities as may be necessary to fund the operation of MPACT. In establishing any such fees and charges, there may be a reasonable differential rate between the users (individuals and organizations) of the facilities who reside within the boundaries of the City of Monroe and those who do not. The budget will specifically address MPACT's proposed services, activities and programs for the year. MPACT will provide the City of Monroe with copies of this budget within ten calendar days after adoption.

AUDIT

MPACT will have an independent annual certified audit conducted by an external Certified Public Accountant, which will be provided to each party to this Agreement.

ANNUAL REPORT

MPACT will prepare and provide a written report of MPACT's operational activities annually to the City of Monroe within one hundred twenty (120) days following the end of each fiscal year. The City of Monroe may require from MPACT such additional reports, as it deems necessary.

DEBTS AND LIABILITIES

MPACT may incur debts, liabilities or obligations that do not constitute the debts, liabilities or obligations of any public agency member. No liabilities incurred by MPACT shall be considered a liability of the City of Monroe.

ROLE AND RESPONSIBILITIES OF THE CITY OF MONROE

CABLE BANDWIDTH OR CHANNELS

At such time as more than six (6) MHz becomes available, the City of Monroe will reserve one-third (1/3) thereof to itself to be designated as the governmental channel or channels to be used and operated by the City of Monroe. The balance, or two-thirds (2/3), will be made available to MPACT and specifically designated as educational and public access bandwidth or channels. This reference relates to any bandwidth or channels made available to the City pursuant to any franchise agreement or agreements.

OPERATING FUNDS

The City shall provide to MPACT an amount to be determined by the City through its Annual Budget and Appropriation process. Disbursement of funds from the City is subject to an annual appropriation by Mayor and Council which shall be 50% of the City's receipts of franchise fees derived through any franchise agreement or agreements with cable television providers in the City of Monroe. The City's allocation to MPACT shall be paid within thirty (30) days of receipt of the funds. Donated funds received by the City of Monroe from Monroe Cablevision, Inc. are not considered to be franchise fees and those funds are to be retained by the City of Monroe.

SPECIAL FUNDS

In addition to the operating funds the City will pay to MPACT two-thirds (2/3) of any money specifically allocated to the City and received by the City for public access purposes as may be or may have been negotiated in any franchise agreement or agreements with any cable television provider in the City of Monroe beginning February 23, 2001. One-third (1/3) of any such funds will be retained by the City of Monroe and applied to the operation and use of governmental bandwidth or channels. This includes an immediate payment of \$40,000 (two-thirds (2/3)) of the initial capital money as well as \$6,666.67 (two-thirds (2/3)) of the yearly capital money per year as negotiated in the current franchise agreement.

COMPLIANCE

Any failure of MPACT to comply with any provision of this Agreement, or any failure to comply with the regulations promulgated by the City, or failure to provide the services provided for by this Agreement, may be cause for termination. If, after MPACT receives a written demand from the City, and full compliance is not achieved within thirty (30) days following such demand, this Agreement with MPACT may be deemed terminated.

PERFORMANCE REVIEW AND EVALUATION

Annually, the City of Monroe may review and evaluate whether this Agreement has provided an effective basis for an optimal educational and public access system in the City of Monroe. In making this determination, the City will consider all relevant factors. The City of Monroe will present its findings and make recommendations as to whether this Agreement should be modified. After such recommendation, representatives of the City and MPACT will meet to determine whether they wish to modify this Agreement. Nothing in this paragraph can be construed as obligating any party to accept or agree to any proposed or recommended modification of this Agreement, and nothing in this paragraph will be construed as limiting the right or power of the parties to amend this Agreement at any other time.

GENERAL PROVISIONS

SUCCESSION TO THE PUBLIC ACCESS CENTER

Upon termination of MPACT, the City of Monroe will succeed to all of the property, functions, rights and responsibilities of MPACT under this Agreement. The City may appoint another entity to succeed to MPACT's property, functions, rights, or responsibilities for public access operations and programming.

NON-ASSIGNABILITY

This Agreement may not be assigned by MPACT without the prior written agreement and consent of Mayor and Council.

TRANSFER OF ASSETS AND RECORDS

Upon termination of this Agreement and any extensions or renewals thereof, or upon dissolution, MPACT will transfer title and possession of all of its accumulated assets and records to the City of Monroe.

CONFLICTING STATUTORY OR ORDINANCE PROVISIONS

If any provision of this Agreement conflicts with any statute of the State of Michigan or Ordinance of the City of Monroe the statute or Ordinance provision shall control.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions hereof.

DURATION OF THIS AGREEMENT

It is recognized that this is an Amended Agreement. The term of this Agreement is to be for a period of ten (10) years from and after July 1, 2001. The Agreement may be extended by mutual agreement for an additional five (5) years. Each party however shall have the option to terminate this Agreement by providing ninety (90) days written notice of its intention to terminate or it may be terminated sooner by mutual agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties executed this Agreement this 11 day of July, 2003.

Witness: Patricia Weaver

Date: 6-5-03

City of Monroe

Monroe Public Access Cable Television

[Signature]
Mayor

[Signature]
Chairperson

[Signature]
Clerk

[Signature]
Secretary