
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.monroemi.gov.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 17, 2012
7:30 P.M.**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATIONS.

Presentation of June 30, 2013 Audited Financial Statement by Plante & Moran, PLLC.

V. PROCLAMATIONS.

256 St. Mary Catholic Central High School Volleyball Team Day – December 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 City Council Meeting held on December 3, 2012.

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

257 Proposed Agreement Letter with the Land Information Access Association (LIAA).

1. Communication from the Director of Economic and Community Development, submitting a Proposed Letter of Agreement with the Land Information Access Association (LIAA) for participation in the Planning for Resilient Communities project, and recommending that City Council authorize the Mayor and Clerk-Treasurer to execute the Letter of Agreement with the Land Information Access Association (LIAA), and further recommending that City Council allocate \$7,500 from the current Fiscal Year 2012-13 contingency funds for this project, and identify an additional \$7,500 for this project during the Fiscal Year 2013-14 budget process.
2. Supporting documents.

3. Accept, place on file and the recommendation be carried out.
- 258 Amended Renaissance Zone Development Agreement between the Michigan Strategic Fund, the Sisters Servants of the Immaculate Heart of Mary, La-Z-Boy Incorporated, Monroe Bank and Trust, Frenchtown Township and the City of Monroe.
1. Communication from the Director of Economic and Community Development, submitting an amended Renaissance Zone Development Agreement between the Michigan Strategic Fund, the Sisters Servants of the Immaculate Heart of Mary, La-Z-Boy Incorporated, Monroe Bank and Trust, Frenchtown Township and the City of Monroe, and recommending that City Council approve entering into the amended Renaissance Zone Development Agreement: MSF Designated Facility, between the Michigan Strategic Fund, the Sisters Servants of the Immaculate Heart of Mary, La-Z-Boy Incorporated, Monroe Bank and Trust, Frenchtown Township, and the City of Monroe; and authorize the Mayor to execute the Agreement and any other necessary documentation for the establishment of the Renaissance Zone for the La-Z-Boy World Headquarters project.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 259 Professional Consulting Services Proposal – Additional Investigation Services for Ozone System Feasibility Study at the Water Treatment Plant.
1. Communication from the Director of Water and Wastewater Utilities, submitting a Professional Consulting Services Proposal - Additional Investigation Services for the Ozone System Feasibility Study at the Water Treatment Plant, and recommending that the proposal to provide additional investigation professional consulting services to comprehensively complete the Feasibility Study on the Ozone System at the Water Treatment Plant be awarded to Arcadis out of Toledo, OH in the amount of \$10,000 in accordance with their proposal dated December 11, 2012, and further recommending to authorize the Director of Water & Wastewater or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 260 Retiree Health Care Plan Document.
1. Communication from the Director of Human Resources, submitting a Retiree Health Care Plan Document which will replace City Policy Number 002, Retiree Health Care, and recommending that the Mayor and City Council authorize the adoption, establishment and execution of the Retiree Health Care Plan document and that the officials designated on the Execution page be authorized to execute it on behalf of the City of Monroe.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 261 2010-11 Water Main Replacement Program Group 2 – Final Settlement of Pay Quantities.
1. Communication from the Director of Engineering and Public Services, submitting the 2010 – 11 Water Main Replacement Program Group 2 – Final Settlement of Pay Quantities, and recommending that the City Council authorize an increase in the total contract award for the

2010-11 Water Main Replacement Program – Group 2 to C & D Hughes, Inc. of \$21,540.00 to a total of \$2,864,909.73, according to the terms and conditions detailed in the attached Change Order 7, and further recommending that the Director of Engineering and Public Services be authorized to execute the change order on behalf of the City.

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

VII. MAYOR'S COMMENTS.

VIII. COUNCIL COMMENTS.

IX. CITY MANAGER COMMUNICATION.

X. CITIZEN COMMENTS

XI. ADJOURNMENT.

PROCLAMATION

- WHEREAS,** it is an honor and privilege that the Mayor and City Council have been given this opportunity to pay tribute to St. Mary Catholic Central High School's Volleyball Team; and
- WHEREAS,** on November 17, 2012, SMCC's Volleyball Team made history once again by capturing the school's fourth state championship in volleyball by defeating Traverse City St. Francis 25-14, 24-26, 25-10, 25-9 in the Class C state championship game in Battle Creek; and
- WHEREAS,** the SMCC Kestrels also earned state titles in 2003, 2007, and 2010; and
- WHEREAS,** Coach Tuller and Assistant Coach Linster have instilled in their players the importance of teamwork, discipline, dedication and sportsmanship; and
- WHEREAS,** the lady Kestrels Team members are: Hannah Johnson, Hannah Bohland, Alexis Thompson, Clare McMillan, McKenzie Todd, Kelsey Geiman, Lauren Patterson, Haley Borg, Megan Nieszala, Kate Geiman, Annmarie Pizzo, Cassandra Haut, Taylor Vuich, Laura Sowatsky, Managers Elizabeth Monarch and Maria Theisen, Assistant Gretchen Horning, and Coaches Tuller and Linster; and
- WHEREAS,** the team's record for the season was 49-5, they earned All-State Academic honors with a team GPA of 3.47 and had one individual make All State All Academic with a GPA of 4.66; and
- WHEREAS,** the lady Kestrels played the game like true champions and represented the City of Monroe with excellent team spirit and exemplary sportsmanship.

NOW, THEREFORE, I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim December 17, 2012, as "**ST. MARY CATHOLIC CENTRAL HIGH SCHOOL VOLLEYBALL TEAM DAY**" in Monroe, and we commend the team and coaches, as well as the parents and families members, for their support and encouragement of these fine young athletes and we congratulate them on their outstanding achievement

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 17th day of December 2012.

Council Members:	_____	Robert E. Clark, Mayor
_____	_____	Jerry McKart, Precinct 2
_____	_____	Jeremy J. Molenda, Precinct 4
_____	_____	Brian P. Beneteau, Precinct 6



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Consider approval of the proposed Agreement Letter with the Land Information Access Association (LIAA) for participation in the Planning for Resilient Communities project.

DISCUSSION: Several of the City Council members viewed the presentation by Joe VanderMeulen at the November 13 Citizens Planning Commission meeting regarding the Land Information Access Association's (LIAA's) program to work with communities through a comprehensive planning process to help them become more resilient in response to economic declines, severe weather events and other disruptive forces. The program is funded through a grant from the Kresge Foundation, and will provide support services from LIAA and its partners (exp. Michigan Municipal League, Michigan Association of Planning, and University of Michigan) to complete community asset mapping, community outreach programs, and drafting of guidance documents that could be incorporated into the community's Comprehensive Plan.

Attached to this Memo is a program summary and PowerPoint slides that provide more detail on the LIAA organization and the goals and objectives of this Planning for Resilient Communities program. I would like to point out the general project plan elements, which will hopefully give you some insights into what the City could expect from the project.

General Project Plan

- *Community Asset Inventory and Mapping*
- *Land Use Change Analysis*
- *Community Vulnerability Assessment/Mapping*
- *Infrastructure Capacity and Condition Assessment*
- *Community Energy Audit*
- *Community Consumption Assessment (imports and exports)*
- *Build-out Analysis*
- *Impervious Surfaces Assessment (storm water management)*
- *Walk-ability/Bike-ability Audit*
- *Food Systems Assessment*

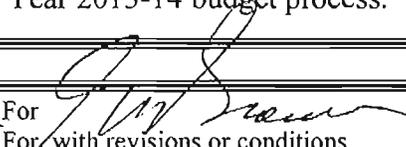
The biggest advantage for the City of Monroe at this time is that we are currently working with the Citizens Planning Commission on opening a thorough Comprehensive Plan Update. However, due to project activity and day-to-day responsibilities, the Economic and Community Development Staff have not been able to devote adequate time to the suggested updates. The LIAA staff assistance and technical support would provide the resources to help push this Comprehensive Plan update forward with some new, unique resiliency elements.

It is important to note that the program design and the Kresge Foundation funding requires that the participating communities partner with at least one other local government in their region. The City Economic and Community Development staff reached out to both Frenchtown Township and Monroe Township to see if they were interested in the program. Frenchtown Township indicated they had recently completed a major update to their comprehensive plan, and did not see as much benefit in their participation at this time. Monroe Township, through Alan Barron, the Township Supervisor, has indicated that they are interested in the program and he will be taking the program to the Township Board at its December 18 meeting.

The other key local requirement for the program is the commitment to a cash match. The minimum match requirement, distributed among the local partners, is \$20,000.00. This local amount will match an estimated \$120,000.00 in services provided by LIAA and its partners. Monroe Township has indicated that they are willing to provide at least \$5,000.00 toward the local match, leaving the City with up to a \$15,000.00 commitment. The entire program will take approximately 18 months, and LIAA has stated the match could be split (exp. \$7,500.00 and \$7,500) between the current fiscal year and FY 2013-14.

IT IS RECOMMENDED that City Council authorize the Mayor and Clerk-Treasurer to execute the Letter of Agreement with the Land Information Access Association (LIAA), **IT IS FURTHER RECOMMENDED** that City Council allocate \$7,500 from the current Fiscal Year 2012-13 contingency funds for this project, and identify an additional \$7,500 for this project during the Fiscal Year 2013-14 budget process.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 17, 2012
REASON FOR DEADLINE: Grant timeline with the Kresge Foundation

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Economic and Community Development, Citizens Planning Commission, and Monroe Township.

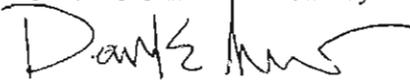
FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 15,000.00
	Cost of This Project Approval	\$ 7,500.00
	Related Annual Operating Cost	\$ 0
	Increased Revenue Expected/Year	\$ 0

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

Budget Approval: _____

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

REVIEWED BY: George Brown, City Manager  **DATE:**

COUNCIL MEETING DATE: December 17, 2012



November 1, 2012

Board of Directors

Catherine Ballard
Private Consultant

Douglas Luciani
President & CEO
Traverse City Area
Chamber of Commerce

Sandra Clark
Director
Michigan Historical Center

Kathy Huschke
Executive Director
Olson Foundation

David Leighton,
President/Owner
Leightronb, Inc.

Richard K. Norton, Ph.D., J.D.
Associate Professor
University of Michigan

Robert E. Clark, Mayor
City of Monroe
120 East First Street
Monroe, MI 48161

Dear Mayor Clark,

We are very pleased to offer you and the City of Monroe this *letter of understanding* concerning our mutual goals, objectives and obligations under the *Planning for Resilient Communities* project. We look forward to working with the City of Monroe as well as Frenchtown and Monroe Charter Townships in developing a master plan and related policies that contribute to long-term success and resilience of the greater community.

We ask that you and representatives from the neighboring jurisdictions review this letter carefully. At least one of the two adjacent townships, Frenchtown and/or Monroe Charter Townships, must be full participants in this cooperative planning project before we can proceed. If you and at least one of the neighboring jurisdictions do not agree with the terms and conditions set forth below, please contact us at your earliest convenience. If these terms and conditions set out in this letter are acceptable to you and the Monroe City Council, please provide a signed original at your earliest convenience.

Overall Project Description

This *Planning for Resilient Communities* project is a multi-jurisdictional planning assistance program developed by LIAA with assistance from the Michigan Municipal League (MML), Michigan Townships Association (MTA), Michigan Association of Planning (MAP), and Taubman College of Architecture and Urban Planning at the University of Michigan (UM). Most of the funding for this cooperative planning project is being provided by the Kresge and Americana Foundations. The overall project mission is to foster and support a community-wide planning effort that leads to the adoption of one or more master plans promoting resilience in the face of rapid economic changes and increasing climate variability by the City of Monroe and at least one adjacent township.

With grant-funding and direct assistance from our project partners, LIAA expects to provide a full range of professional planning and technical support services to the city and participating townships over an 18-month period. These services will include public education and participation processes, data gathering and analyses, evaluation of future scenarios, vulnerability analyses, visioning and goal setting, task identification, and formal master plan development. Additionally, we expect the UM to assist in evaluating and improving this process as we proceed. The City of Monroe and participating townships will engage fully and work to help this project succeed, building one or more master plans that are meaningful and effective for guiding community development.

324 Munson Ave.
Traverse City, MI 49686
P (231) 929-3698
F (231) 929-3771
www.liaa.org

Benefits to the Region

LIAA and our project partners are committed to the success of this *Planning for Resilient Communities* project. We have agreed to provide professional planning assistance and technical support to the Monroe Community in developing useful, appropriate, and well-supported master plan(s) consistent with Michigan's enabling legislation.

LIAA will take responsibility for coordinating educational support and evaluation efforts by our project partners. LIAA will also organize and present a full range of planning and technical support services over a period of up to 18 months as needed to achieve success in this project, including:

- o Project planning & management;
- o Educational materials & public presentations;
- o Facilitated public participation processes;
- o Interactive scenario development & testing (e.g., charrette)
- o Research & analyses (e.g., identifying & evaluating alternatives);
- o Geographic analyses & map production; and
- o Development & drafting of complete master plan(s), text & maps.

LIAA will provide regular progress reports indicating the amount and type of assistance provided over the reporting period and the amount of service remaining in the grant.

As discussed during our preliminary meeting, we are proposing a project with a value of nearly \$200,000. A grant of \$120,000 from the Kresge Foundation and a separate grant of \$25,000 from the Americana Foundation will help to cover most of LIAA's projected costs. Additionally, LIAA and our project partners will provide over \$30,000 worth of in-kind support services, including the donation of some indirect costs. The greater Monroe Community must provide the remaining \$20,000 as a cash contribution to complete the project funding requirements. As the fiduciary for this project, the City of Monroe will be responsible for delivering these matching funds to LIAA.

Participation Agreement

In signing this letter of agreement, the City of Monroe supports and agrees with the principles and goals outlined in the *Planning for Resilient Communities* project description and proposed work plan. Through the execution of this agreement, the City of Monroe agrees to work in good faith with the project partners and the adjacent municipalities toward the goals and objectives of this project, including the cooperative development of a master plan for adoption by the City.

The City of Monroe also agrees to do the following:

1. Make a cash payment of ~~\$20,000~~ ^{\$7,500} to LIAA as matching funds for *Planning for Resilient Communities* project within **six months** of the project start up. The City may include matching funds from participating townships and other sources, as appropriate.
2. Contribute the time and efforts of City officials, City staff members, and community leaders toward the success of this project, providing periodic reports on this *in-kind* effort.
3. With the cooperation and involvement of all local project partners, take steps to assure the successful review and adoption of the master plan and related policies cooperatively developed through this project.
4. Participate in evaluation efforts associated with the *Planning for Resilient Communities* project.

and an additional \$7,500 within one year

Acceptance

This agreement letter, the *Planning for Resilient Communities* project description and the proposed work plan contain the entire agreement between the City of Monroe and LIAA. Any changes in this agreement require at least 30 days notice and must be made with the full agreement of LIAA, and the City of Monroe.

Please indicate your acceptance of this agreement by providing an original signed copy to LIAA as soon as possible. We will request similar commitment letters from Frenchtown Charter Township and Monroe Charter Township. If one or both of the townships sign an agreement letter, this very important cooperative planning project will begin.

The signature(s) provided below must include the duly appointed representative(s) of the City of Monroe. In signing this agreement, the representative will bind the City of Monroe and commit it to executing the *Planning for Resilient Communities* project.

Thank you for this opportunity to serve and assist the people of the greater Monroe Community.

Sincerely,

Joe VanderMeulen, Ph.D.
Executive Director

cc: Daniel P. Gilmartin, Michigan Municipal League
Lawrence Merrill, Michigan Township Association
Andrea Brown, Michigan Society of Planning
Richard K. Norton, Associate Professor, University of Michigan

We (I) have read and understand this letter for the *Planning for Resilient Communities* project. We (I) agree that the terms and conditions presented here are acceptable to the City of Monroe. The City of Monroe is committed to the success of this project.

Signature: _____ Date: _____
Mayor, City of Monroe

Signature: _____ Date: _____



ANNOUNCING
A New Service Grant Opportunity for
Michigan's Local Governments & Communities

Planning for Resilient Communities

Where citizens and community leaders are wondering how to build a better and more reliable local economy, or how to better manage social and environmental changes, ***Planning for Resilient Communities*** might be the best answer. With generous support from the ***Kresge Foundation***, LIAA is leading a consortium of service providers to help communities develop comprehensive master plans that result in greater community-wide resilience. Under this project, each of three participating communities will receive well over \$120,000 in professional planning services and technical assistance to develop new master plans for their multi-jurisdictional communities.

Background Information

Most communities across Michigan are wrestling with difficult economic, social and environmental challenges. The shifting global economy and statewide recession is forcing big changes in business practices and employment. State and federal funding is declining and new long-term assistance appears unlikely. Fuel and electrical energy costs are high and subject to unpredictable price spikes. Further, paying for basic energy supplies continuously siphons off community resources. Making matters worse, the harmful impacts of climate variability on agriculture, infrastructure and human health are being felt almost everywhere across Michigan.

These are, indeed, turbulent times for many Michigan communities. However, with planning and preparation, communities can weather the storms and recover, becoming even better places to live and thrive. Through community-wide planning, cities and townships actively cultivate their abilities to recover from adverse situations and events, working to strengthen their local economies and communications networks, increase social capital and civic engagement, enhance ecosystem services, improve human health and social systems, and build local adaptive capacity.

Master Plans for Resilient Communities

Planning for Resilient Communities is a three-year demonstration project designed to advance the community master planning process while helping three multi-jurisdictional communities build greater social and economic capacity. LIAA will assist local governments of select communities move through a truly comprehensive planning process designed to: 1. stimulate local enterprise, 2. build social capital, 3. preserve human health and 4. increase the value of ecosystem services. For example, by improving local agricultural production or using wetlands to retain and clean stormwater, communities increase the value services provided by the ecosystem while building the local economy. Throughout this project, LIAA and the participating communities will have the support and guidance of the ***Michigan Municipal League*** (MML), the ***Michigan Townships Association*** (MTA), the ***Michigan Chapter of the American Planning Association*** (APA-MI) and planning experts from the ***University of Michigan***.

In each community, the participating city and adjacent townships will help cooperate and coordinate in the development and implementation of a multi-jurisdictional master plan consistent with Michigan's *Planning Enabling Act* (Act 33 of 2008). Convened by the local governments, this planning process will involve all the interests of a community, offering a unique opportunity for public engagement focused on the future of the community. Planning for community resilience requires a "systems" approach designed to engage citizens, organizations, businesses and service providers from all different parts of the community. Focusing on the transportation system, economic system, local food system and other large-scale systems, we will discover how resources flow, circulate and interact in the community. These efforts will help us discover ways of retaining more resources within the community, plugging the leaks while increasing local independence. Ultimately, this community-wide master plan will incorporate many plans into one, including:

Land Use & Zoning	Energy Sustainability	Emergency Preparedness
Capital Improvement	Health & Social Systems	Community Capacity Building
Strategic Economic Development	Recreation & Natural Resources	

Planning for Resilient Communities will provide experienced planning professionals and a technical support team to work with each community. Together, we will create and execute a project work plan that addresses the unique needs of each community. The project team will help build community-wide participation, provide research and mapping services, perform inventories and analyses, facilitate work sessions and public meetings, and assist in drafting the new master plan. These planning activities might include the following inventories, assessments or analyses.

Community Asset Mapping	Commodity Consumption Analysis
Land Use Change Analysis	Build-out Analysis
Demographics and Housing Analyses	Impervious Surfaces & Storm Water
Vulnerability Assessment	Walk-ability & Complete Streets
Health Impact Assessments	Community Energy Audit
Infrastructure Capacity & Condition	Potential Conservation Areas Inventory
Community Carbon Footprint Analysis	Food System Assessment

How to Become a Participating Community

Only three medium sized communities (20,000 – 75,000 population) will be invited to join this unique demonstration project. In each case, one city and *at least* one township must agree to participate in the development of a new, cooperative master plan to be adopted jointly or independently. Together, the local governments must commit to providing in-kind assistance throughout the process as well as a minimum of \$20,000 in matching funds (a cost shared among the local governments). Counting grant funds, local matching funds, and all of the in-kind assistance provided by the project partners, we expect the overall value of each community planning project to exceed \$175,000.

Please let us know if your community is interested in this unique demonstration project. For additional information about **Planning for Resilient Communities** please contact LIAA (231-929-3696) or visit the web site, www.liaa.org. For more information on inter-jurisdictional cooperation in community planning visit: www.partnershipsforchange.cc



324 Munson Avenue, Traverse City, MI 49686

Planning for Resilient Communities

PARTNERSHIP'S
CHANGE

Project developed by LIAA under the
Partnerships for Change Program

Program Partners include:



MTA



Planning for Resilient Communities

Evaluation Team

University of Michigan's
Taubman College of Architecture & Urban Planning
with the *School of Natural Resources & Environment*

Project Grant Support from:

THE KRESGE FOUNDATION

Who or What is LIAA?

LIAA is a Section 501(c)3 nonprofit corporation created in 1993 to stimulate & support greater civic engagement. Our mission statement is:

Helping people shape better communities through:

- participation,
- education,
- information &
- the effective use of technology



 *Planning for Resilient Communities*

Integrated Community Service Capacities, include:

- Civic Engagement & Community Development
- Community Planning & Research
- Visioning & Goal Setting



 *Planning for Resilient Communities*

Integrated Community Service Capacities, include:

- Geographic Information Systems (GIS)
- Database Design & Development
- Technical Training & Assistance



LIAA 

Planning for Resilient Communities

Integrated Community Service Capacities, include:

- Website Design, Development & Hosting
- Graphics, Logos & Multimedia
- Digital Video Production



LIAA 

Planning for Resilient Communities

Integrated Community Services – Delivered . . .

- Public & Government TV Services
- Fresh Food Partnership
- Recreational Authority: Executive Services



LIAA 

Planning for Resilient Communities

Partnerships for Change
Sustainable Communities Program

Overall Mission

Stimulate & support new multi-jurisdictional efforts to develop & adopt local policies & programs leading to greater sustainability of Michigan communities, including the preservation of valuable cultural & natural resources, efficient delivery of public services, and well-planned infrastructure investments – all undertaken with a deep appreciation of place.

LIAA 

Planning for Resilient Communities

PARTNERSHIPS
CHANGE

Projects in 38 communities, including joint planning, corridor planning & development, economic development strategies, non-motorized trail planning, recreational authorities & recreational plans.



LIAA 

Planning for Resilient Communities

June 19-20, 2012 Flooding Rains

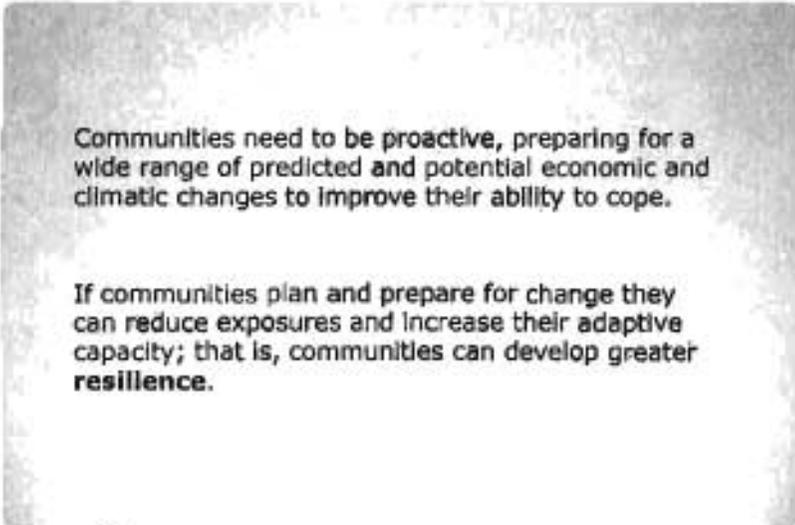
Extreme weather events, economic shocks and the continuing recession, threaten the long-term viability of many Michigan communities. Without new planning and preparation, the environment, economy and social well-being of our communities remain highly vulnerable.



The City of Durand was inundated by a record-breaking rainstorm in June.

LIAA 

Planning for Resilient Communities

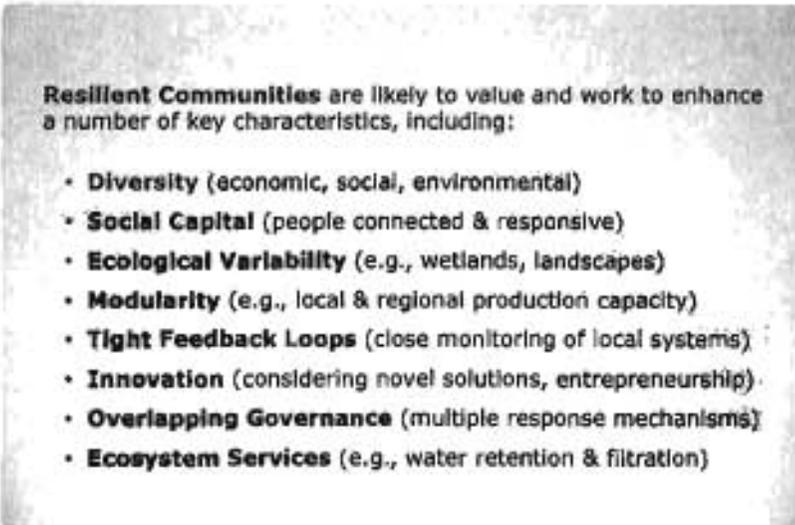


Communities need to be proactive, preparing for a wide range of predicted and potential economic and climatic changes to improve their ability to cope.

If communities plan and prepare for change they can reduce exposures and increase their adaptive capacity; that is, communities can develop greater **resilience**.

LIAA 

Planning for Resilient Communities



Resilient Communities are likely to value and work to enhance a number of key characteristics, including:

- **Diversity** (economic, social, environmental)
- **Social Capital** (people connected & responsive)
- **Ecological Variability** (e.g., wetlands, landscapes)
- **Modularity** (e.g., local & regional production capacity)
- **Tight Feedback Loops** (close monitoring of local systems)
- **Innovation** (considering novel solutions, entrepreneurship)
- **Overlapping Governance** (multiple response mechanisms)
- **Ecosystem Services** (e.g., water retention & filtration)

LIAA 

Planning for Resilient Communities

Recent planning & community development practices can be used in planning for resilience such as *Smart Growth Principles*, *Traditional Neighborhood Design*, and *Placemaking*.

Michigan Municipal League's 8 Essential Assets:

- Physical Design & Walkability
- Green Initiatives
- Cultural Economic Development
- Entrepreneurship
- Multiculturalism
- Messaging & Technology
- Transit
- Education



Planning for Resilient Communities

Recent themes in *community economic development* can be used in planning for resilience such as:

- Economic Gardening
- Economic & Financial Localization
- Local Ownership & Import Substitution
- Plug the Leaks (e.g., energy conservation)
- Capitalize on Ecosystem Services



Planning for Resilient Communities

Many Michigan communities are composed of more than one jurisdiction. That is, jurisdictions are interdependent.

There are 158 cities and 244 villages that fall into the category of "Island" cities and villages. Based on the 2000 Census figures, over 3.5 million people live in these cities, villages and surrounding townships.



LIAA 

Planning for Resilient Communities

The municipal master planning process offers a unique opportunity for *public convening* and *civic engagement* focused on the future of the community. No other public planning process is so inclusive or extensive.

While there are many possible ways to prepare for and manage community change, including *citizen action*, this public process is convened by local government officials elected and appointed to serve the whole community.



LIAA 

Planning for Resilient Communities

General Project Plan

Phase 1. Project Design, Research & Education

Phase 2. Conduct Local Government Workshops

Phase 3. Conduct First Community-Wide, Comprehensive Master Planning Process

Phase 4. Revise Program & Complete Two More Community-Wide Comprehensive Master Plans

Phase 5. Disseminate Program Information & New Integrated Community Master Plan Model

LIAA 

Planning for Resilient Communities

Consistent with "resilience thinking," we will help the community take a systems approach to planning.

- Transportation System (probably the most familiar)
- Energy System
- Water & Wastewater System
- Economic System
- Food System
- Social System
- Environmental System (or Ecosystem)

LIAA 

Planning for Resilient Communities

The Food System

Community Food Systems

The Food System - Center for Agriculture and Sustainable Food Systems
Social Issues Team and Ellen Stein (graphic artist), 2009

Community Water Systems

Auckland City Council Website
[http://www.aucklandcity.govt.nz/central-services/urbanwells/urbanwells.html]

Good infiltration

LIAA

Planning for Resilient Communities

Critical Discussion: Ecosystem Services

Supporting

- Nutrient cycling
- Soil formation
- Primary production

Provisioning

- Food
- FRESHWATER
- Wood and fibre
- Fuel

Regulating

- Climate regulation
- Flood regulation
- Disease regulation
- Water purification

Cultural (Psychological)

- Aesthetics
- Spiritual
- Educational
- Recreational

LIAA

Planning for Resilient Communities

Community will receive a full range of professional planning services & technical services valued at over \$120,000.

The work plan will be tailored to the community & may include technical services such as:

- *Community Asset Inventory and Mapping*
- *Land Use Change Analysis*
- *Community Vulnerability Assessment/Mapping*
- *Infrastructure Capacity and Condition Assessment*
- *Community Energy Audit*
- *Community Consumption Assessment (imports and exports)*
- *Build-out Analysis*
- *Impervious Surfaces Assessment (storm water management)*
- *Walk-ability/Bike-ability Audit*
- *Food Systems Assessment*



Planning for Resilient Communities

Now, it's time to get started . . .

What does your community need?



Planning for Resilient Communities

Planning for Resilient Communities

First Demonstration Site Work Plan

PHASE I. PROJECT START-UP

OCTOBER – DECEMBER 2012

Task A. Initiate Community Planning Process

1. Schedule, plan and complete discussions with community leaders on level of commitment to cooperative planning process and establish basic objectives (e.g., joint municipal planning commission or joint meetings of separate planning commissions).
2. Initiate community planning process under Michigan Planning Enabling act, including the mailing of notices of intent to plan.

Goal: A formal working agreement between local units of government.

Task B. Begin Community Discovery & Conduct First-Level Asset Mapping

1. Conduct meetings with community leaders, elected officials & LG staff members.
This is the first step in an asset mapping effort and our understanding of place.
2. Recruit, guide & conduct detailed community tour (collect pictures, maps, graphics).
Spend time in and around the community with one or two key stakeholders.

Goal: Discover community's values, key characteristics, branding & identity

Goal: Discover sources of disputes & main players in community politics

Goal: Understand community sense of place, community values, and community comprehension of climate change and resilience.

Goal: Obtain detailed sense of scale & visual character of community

Goal: Discover community transportation & resource use patterns

Task C. Develop Community-Specific Work Plan

1. Identify central or core steering committee for project (i.e., work plan advisers) who are likely to be LG staff members, organizational leaders & key stakeholders.

Goal: Build an active, competent & committed work group

2. Develop & approve a detailed project work plan for 12-18 month project.

This is the community-specific guidance for developing a Master Plan.

Goal: Clearly articulate the stages of proposed Master Plan process

Goal: Set priorities for inventories, assessments & analyses efforts (tools)

PHASE II. RAISING AWARENESS & BUILDING ENGAGEMENT

NOVEMBER - MARCH 2013

Task A. Develop Detailed Public Participation & Civic Engagement Work Plan

1. Identify & Characterize Public Venues & Meeting Places.

Goal: Know the costs, locations, sizes, acceptability, food service options

2. Describe overall participation objectives, timing & processes.

Goal: Articulate what level of participation is acceptable

Goal: Establish a timetable for public events & activities

Goal: Establish the process and activities included in the public input process (i.e., focus groups discussions, interviews, charrettes)

Task B. Develop Project Information Materials for Public Distribution

1. Develop primary project graphics.

These graphics will be used consistently throughout project.

Goal: Relate to community project energy, opportunity & inclusiveness

Goal: Establish project identity and name recognition

2. Create durable text to describe project, participants, supporters & goals.

These are the messages we will deliver consistently throughout the planning process.

Goal: Simple, accessible invitation to participate

Goal: Accessible information about meaning & purpose of resilience

Goal: Clear statement of need for planning & preparation

Task C. Develop Project Website & Social Media Framework

1. Create graphical interface & build website framework.

2. Establish project specific twitter, blog & other feeds.

3. Establish project "e-newsletter."

Goal: Provide platform for community discussion and information dissemination

Goal: Establish project identity and name recognition

Task D. Engage Media & Other Information Distributors

1. Develop a detailed media & contacts list.

2. Build relationships with media contacts.

Goal: Provide platform for community discussion and information dissemination

Goal: Establish project identity and name recognition

Task E. Convene Educational Public Gatherings

1. Consider doing several large forums w/local experts (college?).

2. Conduct instant query activity with attendees to gauge understanding and commitment to subject matter.

3. Provide special media "first look" options & media package.

Goal: Gauge community capacity and limitations as it relates to climate change and resilience

Goal: Provide learning for general public

Goal: Recruit public & stakeholders to the planning process

Task F. Create & Engage a Project “Speakers Bureau”

1. Identify & equip local officials/stakeholders to speak on project.
2. Reach out to local service clubs, churches & other venues.

Goal: Expand educational opportunities for public

Goal: Provide additional project updates as project proceeds

PHASE III. DATA GATHERING & RESEARCH

NOVEMBER – MARCH 2013

Task A. Assemble Traditional Community Planning Data Sets

1. Review of existing plans and programs.
2. Compile and update geographic information, including land use/land cover update, population distribution, infrastructure, natural resources, future land use, zoning districts, and current parcels.
3. Complete a build-out analysis using existing zoning.
4. Complete asset mapping efforts to feed into systems assessments.

Task B. Assemble community-specific baseline data for systems approach to planning.

1. Establish System-Specific Working Groups.

Working with Core Advisory Committee, establish stakeholder and citizen groups to engage in detailed data gathering efforts as well as vulnerability assessments (Phase IV). These Working Groups will be system-specific, but engage in overlapping conversations, including land use and infrastructure.

2. Transportation & Community Access System.

Working with local governments and regional planning agency, develop detailed road system information (e.g., geography, ADT’s, PASER Ratings), evaluate multimodal availability and options (e.g., buses, sidewalks, bicycle lanes), and complete a connectivity assessment. Land use is key component of access.

Goal: A relatively detailed model & assessment of community access system and the supporting infrastructure in relation to existing & future land use.

3. Community Economic System.

Working with Chambers, DDA(s), regional planning agency, MEDC, and others, identify key characteristics of local economy, including employment, income distributions, business clusters and on-going business development efforts. We will map local production facilities, services and service centers, retail facilities, restaurants and food distributors. We will address waste management and recycling. We will also research community import/export characteristics.

Goal: A relatively detailed model & assessment of community economic system and the supporting infrastructure.

4. Energy Production, Distribution & Use System.

Characterize community's energy sources, existing use, and trends. Complete a housing and building assessment as part of a community-wide energy audit. Identify and assess options for reduction of energy use across the community as well as existing and potential energy production.

Goal: A relatively detailed model & assessment of community energy system and the supporting infrastructure, including "green power" and "green building."

5. Food Production, Distribution & Use System.

Characterize local and regional agricultural production (e.g., acreages, products, quantities, values) as well as the use and distribution of these products. Identify local food processors, storage and distributors, and value-added food production. Also characterize community-wide food consumption and uses of local foods (i.e., community distribution and consumption).

Goal: A relatively detailed model & assessment of community food system and the supporting infrastructure.

6. Human and Social System.

Identify demographic trends to determine the changing needs for housing, health care, social services, social capital and access. Characterize community sense of place through asset mapping process.

Goal: A relatively detailed model & assessment of community social capital and health and the supporting infrastructure.

7. Environmental & Ecological System (includes water & wastewater management)

Map and characterize non-urban land uses, including: rivers, lakes, wetlands, forests, and agricultural lands. Compile urban ecosystem information such as existing parks, public lands, street trees, urban tree canopy, wetlands and water courses. Working with the public works departments, the county emergency management team, regional planning agency and others, we will compile key infrastructure information including drinking water capacity and distribution system, existing wastewater and storm water management systems, historic and recent trends as well as significant events.

Goal: A relatively detailed model & assessment of the ecological system and supporting infrastructure.

PHASE IV. COMMUNITY-WIDE VULNERABILITY ASSESSMENT NOVEMBER – MARCH 2013

1. Recent Climatic Trends & Events; Potential Future Conditions Assessment.

For example, climate variability; changing spring characteristics and timing; Heat Events, Extreme Rain Events, Ice Storms, Extended Drought Conditions.

2. Sensitivity Assessment for All Systems.
e.g., limited local food production; high levels of imported and expensive energy using fragile distribution paths; vulnerable water supplies; vulnerable plants, wildlife and fish.
3. Exposure Assessment for All Systems.
For example, the impact of additional disease vectors; forest fires; broken power lines; flooding; heat stroke morbidity and mortality.
4. Assessment of Community's capacity for change.
5. Options for Adaptive Changes in All Systems.

PHASE V. DEVELOP PLANNING SCENARIOS & COMMUNITY FUTURES MARCH – MAY 2013

Task A. Conduct community conversations to determine community values

Engage community through community conversations and a survey to determine community values that will guide the planning process.

Goal: Clearly articulated community values to guide and assist the planning process.

Task B. Develop Reasonable and Defensible Planning Scenarios

Engage participants from all *Systems Working Groups* and the *Core Advisory Committee*. Convene a multi-part discussion to characterize possible futures for community planning purposes; compiling these for future reference.

Goal: A set of reasonable and defensible community planning scenarios.

Task C. Characterize Alternative Responses to Future Scenarios

Plan and host a facilitated discussion of future scenarios and alternative responses with the *Systems Working Groups* and the *Core Advisory Committee*.

Goal: Gauge the feasibility and further refine the planning scenarios prior to community-wide discussions.

PHASE VI. PLAN DEVELOPMENT – GOALS & PRIORITIES MAY – JULY 2013

Task A. Public Education & Promotional Events

We will need to remind the larger community of the Master Plan development effort underway and the opportunities to participate. This is a continuation of Phase II described above.

Task B. Engage the Larger Community in Discussions on Planning Scenarios

1. Prepare informational materials rich in graphics and community-specific examples for use in public presentations and interactive meeting contexts.

Goal: To depict a clear and accurate picture of existing and trending conditions

2. Plan, organize, promote and conduct community-wide discussions on community development and the characteristics of resilience in the face of change. We should engage large numbers of citizens in interactive discussions to characterize community

values, adaptive capacity, and a vision for the community in 20-years. These activities are designed to begin the process of drafting the Master Plan.

Goal: Characterize community capacity for development and change.

Goal: Identify levels of acceptability for specified ideas and options for action.

Goal: Articulate a community-wide vision for the future.

Task C. Convene Large-Format & Break-Out Public Goal-Setting Sessions

Using a series of public discussions, we will need to work at determining the acceptable level of change in the community, achievable goals worth striving for, and specific actions that stakeholders and government leaders will be willing to take. These goals and action statements will be the foundations of the Master Plan (including policy prescriptions).

Goal: A clearly articulated set of goals and actions for incorporation into the community's cooperative Master Plan.

Task D. Design and Develop a "Systems Dashboard" to Track Progress

We will identify a series of metrics and measurement techniques to use in tracking the community's progress in achieving Master Plan goals and objectives. These will be incorporated into the web-based presentation of the Master Plan.

Goal: To provide benchmarks for evaluating implementation measures.

PHASE VII. DOCUMENT PREPARATION & IMPROVEMENT

AUGUST – DECEMBER 2013

Task A. Draft Master Plan

1. Write the draft Master Plan text, including a proposed capital improvement plan (CIP) and zoning plan as well as draft future land use map.
2. Design the Master Plan document, including graphic presentation.

Task B. Provide for Planning Commission and Planning Staff review and comment

Task C. Revise document for final presentation to legislative body for review and comment

The planning commission shall submit the proposed plan to the legislative body for review and comment. The process of adoption cannot proceed further without approval for distribution from the legislative body.

PHASE VIII. MASTER PLAN REVIEW & ADOPTION SEQUENCE

JANUARY 2014

Task A. Distribution of the proposed master plan

1. Distribute the document to the appropriate neighboring jurisdictions and county government as prescribed by the *Michigan Planning Enabling Act*.
2. Distribute the proposed document community wide according to the public engagement plan determined at the onset of the project.
3. Allow 63 days of public comment period as prescribed by the *Michigan Planning Enabling Act*.

Task B. Schedule Public Hearing for proposed master plan

1. Prepare and send out notice of the public hearing to be held after the conclusion of the public comment period, as prescribed by the *Michigan Planning Enabling Act*.
2. Hold public hearing

Task C. Adoption of Plan

1. Planning Commission adopts master plan.
2. Legislative Body reviews and either adopts master plan or sends it back to planning commission with comments if they exercise this right as offered by the Michigan Planning Enabling Act.

Task D. Publish Master Plan Document

Publish document as prescribed by the *Michigan Planning Enabling Act*.

OVERALL TIME TABLE FOR PROJECT PHASES

	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	5 th QTR	6 th QTR
Phase 1. Project Start Up						
Phase 2. Raising Awareness/Building Engagement						
Phase 3. Data Gathering & Research						
Phase 4. Community Vulnerability Assessment						
Phase 5. Planning Scenarios & Alternative Futures						
Phase 6. Plan Development						
Phase 7. Document Preparation						
Phase 8. Master Plan Adoption Sequence						



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Consider approval of the **amended** Renaissance Zone Development Agreement between the Michigan Strategic Fund, the Sisters Servants of the Immaculate Heart of Mary, La-Z-Boy Incorporated, **Monroe Bank and Trust, Frenchtown Township**, and the City of Monroe.

DISCUSSION: At its October 15, 2012 regular meeting, City Council approved the resolution of support for the proposed Renaissance Zone designation for the La-Z-Boy World Headquarters project. Subsequent to the resolution of support, the Michigan Economic Development Corporation (MEDC) staff further developed the terms and conditions of the Renaissance Zone designation. These terms and conditions were incorporated into the attached Development Agreement. The purpose of the Agreement is to formally assign the roles and responsibilities of all the parties involved in the Renaissance Zone, and ensure that La-Z-Boy Incorporated meets the minimum investment new job creation goals.

The Agreement stipulates that the term of the Renaissance Zone will be for nine (9) years, which was previously supported by City Council. Section 3, Conditions of Zone Designation, of the Agreement, details the terms to which La-Z-Boy is obligated, including the following minimum investment and employment goals:

- Capital investment of at least \$45,000,000.00; and
- Creation of 50 new jobs, on or before December 31, 2015.

The agreement specifies how La-Z-Boy is required to report on the investment and job creation, and outlines how the Renaissance Zone could be revoked if the company fails to meet the terms of the Agreement. Finally, in the event of a sale or transfer of the Property, the Michigan Strategic Fund must also approve the transfer of the Renaissance Zone and resultant property tax benefits. These provisions help ensure that in unlikely event that the property is sold, that any subsequent owner would also be bound by the minimum investment and job creation goals in order to enjoy the tax exemption benefits.

La-Z-Boy has requested that the two parcels in Frenchtown Township that they will be acquiring for the project be added to the Renaissance Zone, and the MEDC has agreed to consider this request with Frenchtown Township's approval. One of the parcels is owned by the SSIHM and the other is owned by Monroe Bank and Trust. The agreement specifies that if the project does not proceed within two years, the Renaissance Zone may be revoked.

IT IS RECOMMENDED that City Council approve entering into the **amended** Renaissance Zone Development Agreement: MSF Designated Facility, between the Michigan Strategic Fund, the Sisters Servants of the Immaculate Heart of Mary, La-Z-Boy Incorporated, **Monroe Bank and Trust, Frenchtown Township**, and the City of Monroe; and authorize the Mayor to execute the Agreement and any other necessary documentation for the establishment of the Renaissance Zone for the La-Z-Boy World Headquarters project.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 17, 2012

REASON FOR DEADLINE: Submittal to Michigan Strategic Fund Board prior to its December 19 meeting.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Michigan Economic Development Corporation

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: La-Z-Boy Incorporated, SSIHM, Monroe Bank and Trust, Frenchtown Township, City Department of Economic and Community Development, City Assessing Department.

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 Year 1: (\$ 319,850.00)*

Year 9: (\$ 90,522.00)*

Total for all 9-years: (\$2,680,487.00)*

* ESTIMATED difference between projected property tax revenues with and without the exemption. Based on type and value of improvements submitted by the applicant.

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

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development

DATE: 12/11/12

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: December 17, 2012

**RENAISSANCE ZONE DEVELOPMENT
AGREEMENT: MSF DESIGNATED FACILITY**

This Development Agreement (the "Agreement") is by and between the Michigan Strategic Fund ("MSF"), a Michigan public body corporate and politic, the Sisters, Servants of the Immaculate Heart of Mary, Monroe, Michigan, Inc. ~~(the "Owner")~~, a Michigan nonprofit corporation and Monroe Bank & Trust, a Michigan corporation (the "Owners"), the City of Monroe (the "City"), a Michigan municipal corporation, Frenchtown Charter Township, (the "Township"), a Michigan municipal corporation, and La-Z-Boy Incorporated (the "Company"), a Michigan corporation. Collectively, the MSF, the ~~Owner~~Owners, the City, the Township, and the Company are referred to in this Agreement as the "Parties."

- A) Under Section 8a(2) of the Michigan Renaissance Zone Act (the "Act"), 1996 PA 376, as amended, the MSF Board may designate a limited number of renaissance zones if the affected city, township or village consents to the creation of a renaissance zone within its jurisdiction;
- B) The Company intends to erect a new facility to house its corporate headquarters (the "Facility") -located on property in the City and Township;
- C) The City and Township consented to and the City applied to the MSF for a renaissance zone designation (the "Application") for a site owned by the OwnerOwners;
- D) At its December 19~~[MONTH DAY]~~, 2012 meeting, the MSF Board approved the renaissance zone designation described in the Application (the "Zone"), subject to the execution of this development agreement between the MSF, the City, the OwnerOwners and the Company.

In consideration of the MSF's approval of the Renaissance Zone designation for the Property, defined below, and the mutual covenants in this Agreement, the Parties agree as follows:

- 1) **Size and Location of Property.** The Company and the OwnerOwners represent that the Property designated as a Zone is one continuous distinct geographic area consisting of approximately 128.595.47 acres, as more particularly described on Exhibit A to this Agreement (the "Property").
- 2) **Duration of Designation.** The City and Township consented to, and the MSF approved, the Zone designation for a nine (9) year period. The designation begins January 1, 2014, and ends December 31, 2022, for income tax purposes. For property tax calculation purposes, the designation begins December 31, 2013 and ends December 30, 2022. Together, these time periods are the "Term."
- 3) **Conditions of Zone Designation.** As a condition of obtaining the Zone designation for the Property the Company shall:

- a. **Project:** construct the project described in the Application (the "Project") and complete the investment and job creation described in this Agreement;
- b. **Capital Investment:** invest at least a total of \$45,000,000 for new building construction and new personal property at the Property or Facility by December 31, 2015.
- c. **Job Creation:** create 50 new Full-Time Jobs at the Facility by December 31, 2015.

The Company must maintain this number of new Full-Time Jobs for each subsequent year of the Term of the Agreement. Calculation of the new Full-Time Jobs shall not include the 405 base employment transferred from the old headquarters to the new Facility.

- i. Under this Agreement, a "Full-Time Job" is defined as a job where the employed individual works a minimum of 32 hours per week during the Term for a total yearly minimum of 1664 hours (52 weeks x 32 hours = 1664) of work, seasonal or otherwise, and includes any person who works in a salaried position. Contract and part-time jobs do not count towards job creation.
- d. **Job Computation:** To compute the number of new Full-Time Jobs in any particular calendar year of the Term with the exception of the first year of the Term, the Company shall determine the number of new Full-Time Jobs as of the last day of each of the four quarters of the applicable calendar year, total the results for the four quarters, and divide the sum by four; and
- e. **Other:**
 - i. maintain the Property in good condition, including, but not limited to, buildings, equipment, landscaping, yards, fencing, parking lots and all fixtures;
 - ii. comply with all federal, state and local laws, including, but not limited to, all applicable environmental, zoning and land use laws;
 - iii. on or before December 31, 2013, all outstanding permits described in the Application required to construct, operate, develop, and maintain the Property or Facility must be obtained by the Company;
 - iv. on or before September 31, 2013, the Company must provide the MSF with an approved site plan outlining the construction plans for erection of the Facility;
 - v. on or before June 31, 2013, the Company shall have purchased the Property from the ~~Owner~~Owners, thus releasing the ~~Owner~~Owners of their liability and responsibilities under this Agreement upon the transfer of the fee simple ownership of the Property. The Company shall provide notice and documentation to the MSF when this occurs; and
 - vi. if there is a transfer of ownership of any portion of the parcel containing the Zone, the Company must use reasonable and good faith efforts to secure a split or land division of the portion of the parcel the Company retains ownership of from the parent parcel, as soon as possible. The Company shall provide notice and documentation to the MSF when this occurs.

4) **Reports.** The Company shall provide a written report to the MSF by January 31, 2014, and annually each January 31 thereafter through 2021 that includes the following information:

- b. the progress of the Project;
- c. the amount of capital investment, including, but not limited to, real and personal property investment, at the Facility or in connection with the Property;

- d. the number of individuals employed at the Facility at the beginning and the end of the reporting period, as well as the number of individuals transferred to the Facility from another entity owned by the Company;
 - e. new jobs, including Full-Time Jobs, created at the Facility and the average weekly wage for these new jobs;
 - f. the status of the Company's business operations;
 - g. the most recent State Equalized Value (SEV) and taxable value of the real and personal property within the Zone, including real and personal property located at the Property that existed prior to the Effective Date; and
 - h. any other information reasonably requested by the MSF regarding the Zone.
- 5) **Zone Benefits.** During the Term, the Company and the Owners shall receive the exemptions, deductions, credits and other benefits of the Zone designation described in MCL 125.2689 then available (together, the "Credits"). The Company and the Owners acknowledge that the benefits provided under MCL 125.2689 do not include relief from the payment of certain property taxes relating to bonds, school sinking fund obligations, and special assessments described in MCL 211.7ff, as well as, the Michigan Corporate Income Tax and the Michigan Sales or Use Taxes.
- 6) **Revocation.** If the Company fails to commence construction or renovation of the Facility by the ~~two~~ one year anniversary of the Effective Date, ceases operation or fails to commence operation of the Facility or otherwise violates the terms of this Agreement (an "Event of Default"), the MSF may revoke the Zone designation. Nothing in this Agreement shall be construed as a limitation on the power of the MSF to revoke all or a portion of the Zone designation.
- 7) **Event of Default.** Under this Agreement, the following shall constitute an "Event of Default": (i) the Company's failure to begin the capital investment or job creation described in this Agreement by December 31, 2013; or (ii) the Company's failure to comply materially with any term or condition of this Agreement, as determined in the MSF's sole discretion; or (iii) the Company's failure to comply materially with all federal, state and local laws. Upon the occurrence of an Event of Default, the MSF may revoke the Zone designation and require the Company and Owners to pay the state and local taxing authorities an amount up to the value of Credits received respectively by the Company or the Owners—as of the date of the notice provided under Section 8 of this Agreement, subject to the following:
- a. If the Event of Default occurs on or before the end of the fourth year of the Term of this Agreement, then the MSF may require the Company and Owners to repay one-hundred (100%) percent of the total amount of the Credits actually received by the Company or Owners; and
 - b. If the Event of Default occurs after the end of the fourth year of the Term of this Agreement, then the MSF may require the Company and Owners to repay up to fifty (50%) percent of the total amount of the Credits actually received by the Company or Owners.

This Section shall survive for five years after the termination of this Agreement.

- 8) **Notice of Noncompliance.** Prior to taking any action under Sections 6 or 7 of this Agreement, the MSF shall provide written notice to the Company and OwnerOwners upon finding that the Company failed to comply with any provision of this Agreement. The Company shall have ninety (90) days from its receipt of such notice to cure the noncompliance to the MSF's satisfaction.
- 9) **No Limitations of Remedies.** Nothing in this Agreement shall be construed as a limitation of the remedies available to the MSF at law or in equity.
- 10) **Notices.** All notices provided in connection with this Agreement shall be in writing and deemed given upon personal delivery, or on the next business day if delivered by a commercial overnight carrier, with written verification of receipt service, or the third business day after mail date if sent postage prepaid by United States mail, return receipt requested. All notices shall be addressed as follows:

To Company:

La-Z-Boy Incorporated
 Attn: Mr. Rand Tucker
 Vice President and General Counsel
 1284 North Telegraph Road
 Monroe, MI 48162

To MSF:

Michigan Strategic Fund
 MEDC Program Administration, Manager
 Renaissance Zone Program
 300 North Washington Square
 Lansing, Michigan 48913

To City:

City of Monroe
 Attn: Dan Swallow
 Director of Economic &
 Community Development
 120 East First Street
 Monroe, MI 48161-2169

To OwnerOwners:

Sisters, Servants of the Immaculate Heart of Mary
 Attn: Danielle Conroyd, Project Director
 610 West Elm Avenue
 Monroe, MI 48162

To Township:

Frenchtown Charter Township
Attn: Township Supervisor
2744 Vivian Road
Monroe, MI 48162

Monroe Bank & Trust

Attn: Jeff Seitz
10 Washington Street
Monroe, MI, 48161

The Parties may change their designated contact by providing notice as described in this Section.

- 11) **Jurisdiction.** This Agreement shall be governed by the laws of the State of Michigan. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan.
- 12) **Severability.** If any clause, provision or section of this Agreement is held illegal or invalid by any court, to the extent permitted by court order, decree or judgment, the invalidity of such clause, provision or section shall not affect any other clause, provision or section of this

Agreement and this Agreement shall be construed as if the illegal or invalid clause, provision or section had not been contained in this Agreement.

- 13) **Captions.** The captions or headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions or sections of this Agreement.
- 14) **Amendments.** No amendment to this Agreement shall be effective unless it is in writing and signed by the Parties.
- 15) **Effective Date.** This Agreement is effective December 19[MONTH-DAY], 2012 (the "Effective Date").
- 16) **Transfer of Ownership/Termination of Operation.** Except in the case of the sale or transfer of property for the purpose of preserving the Oak Savannah area of the site, the sale or transfer of the Property or a transfer or assignment of the beneficial ownership in the Company during the Term of this Agreement shall require the prior consent of the MSF. Notwithstanding any sale or transfer of the Property or portion thereof, or a transfer or assignment of the beneficial ownership in the Company, the Zone Benefits or Credits described in Section 5 may not be transferred or assigned without the prior consent of the MSF. For purposes hereof, "transfer or assignment" shall not include any internal transfers of interests or any restructuring of ownership within or among the entities comprising La-Z-Boy Incorporated or its existing investors or any sale or transfer whatsoever of publicly-traded stock, or the sale or assignment of interests in La-Z-Boy Incorporated, its affiliates or subsidiaries, so long as the Company continues to own and operate the Facility and remains responsible for the performance of the obligations under this Agreement. A breach of this section will be an Event of Default under the agreement. Additionally, the Company shall notify the MSF in writing of any change of its corporate name or federal employer identification number ("EIN").
- 17) **Michigan Business Tax (MBT).** The Company and Owner, if either remains subject to and files tax returns pursuant to the MBT, shall provide the MSF with copies of their MBT Annual Return, MBT Miscellaneous Nonrefundable Credits Form and MBT Renaissance Zone Credit Schedule immediately after filing with the State of Michigan that cover any period during the Term of this Agreement.
- 18) **Counterparts.** This Agreement may be executed in one or more counterparts and by PDF, facsimile or email, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

LA-Z-BOY INCORPORATED

MICHIGAN STRATEGIC FUND

Kurt Darrow
CEO

Karla K. Campbell
Fund Manager

SISTERS, SERVANTS OF THE IMMACULATE HEART OF MARY,
MONROE, MICHIGAN, INC.

Sr. Mary Jane Herb
President

CITY OF MONROE

Robert Clark
Mayor of the City of Monroe

FRENCHTOWN CHARTER TOWNSHIP

James A. McDevitt
Frenchtown Charter Township Supervisor

MONROE BANK & TRUST

Jeff Seitz
Title

EXHIBIT A PROPERTY DESCRIPTION

As approved by the MSF Board Resolution, dated December 19~~[MONTH DAY]~~, 2012, the Zone shall be comprised of three property parcels:

- A 95.47 acre parcel located in the City of Monroe, a survey and legal description of which is attached.
- A 25.40 acre parcel located in Frenchtown Charter Township, with property identification number 5807 063 001 01, a survey and legal description of which is attached.
- A 7.59 acre parcel located in Frenchtown Charter Township, with property identification number 5807 063 001 10, a survey and legal description of which is attached.

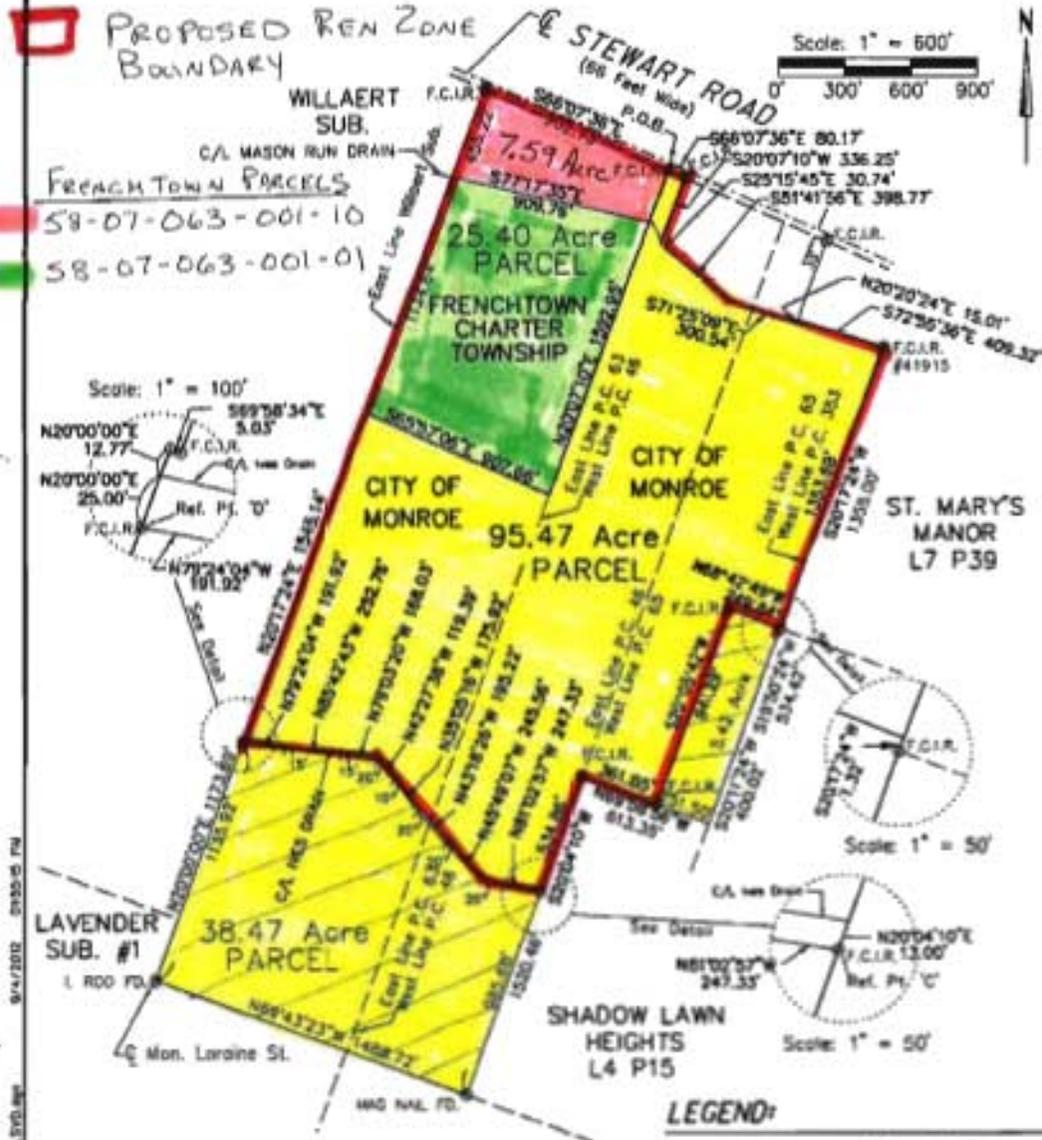
~~e following property parcel:~~

- ~~58-55-69-01501-000~~

DRAFT

CERTIFIED BOUNDARY SURVEY
 OF
 A Part Of Private Claims 46, 63, And 65
 City Of Monroe, Monroe County, Michigan
 FOR

Sisters, Servants Of The Immaculate Heart Of Mary



PROPOSED REN ZONE BOUNDARY

FRENCH TOWN PARCELS

58-07-063-001-10

58-07-063-001-01

I Hereby Certify That I Have Surveyed And Mapped The Land Above Platted And Or Described In May of 2012 And The Ratio Of Closure Is Less Than 1/5000 And That All Of The Requirements Of P.A. 132 Of 1970 Have Been Met.

CITY OF MONROE PARCELS

58-55-69-01501-000

- LEGEND:**
- Set Capped 3/4" Iron Rebar
 - ⊙ Fd. Monumentation, As Indicated
 - ⊙ F.C.I.R. Fd. Capped Iron Rod
 - P.O.C. Point Of Commencement
 - P.O.B. Point Of Beginning

Basis Of Bearing: Lavender Plat, L1 Of Plats, Page 55, Monroe County Records

KARL F. BRANDYS P.S.
 LICENSED PROFESSIONAL SURVEYOR
 MICHIGAN LICENSE NO. 53491
 DATE: SEPTEMBER 04, 2012
 JOB NUMBER: S2200001
 NOTE: Reference Projects F1710001, S22086A & 08944A

The Mannik & Smith
 Group, Inc.
 Civil Engineering, Surveying and Environmental Consulting

9/4/2012 09:55:15 AM 58-55-69-01501-000



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PROFESSIONAL CONSULTING SERVICES PROPOSAL – ADDITIONAL INVESTIGATION SERVICES FOR OZONE SYSTEM FEASIBILITY STUDY AT THE WATER TREATMENT PLANT – WATER DEPARTMENT

DISCUSSION: At the Water Treatment Plant, the existing ozone facility is the first treatment process. Ozone is produced onsite and is diffused into the raw water for treatment. Ozone is a powerful oxidant and is primarily used in the treatment process for taste and odor purposes (currently). As part of an approved Capital Improvement Program, funding has been approved via a multi-year funded project to preserve / upgrade the integrity of the ozone building structure and application so as to provide for greater efficacy of process control. This is accomplished through evaluating available alternatives, evaluating options with site constraints, reviewing the existing system with current and future regulations in mind to apply ozone to the raw water for treatment. The existing ozone building was built too low in which the water plant water hydraulic grade line is currently pushed down and pressurizes the ozone contact tank. This operational system was installed with the original 1972 project; however the contact tank has become leaky and is maintenance intensive where alternative methods of adding ozone into the raw water must be considered to preserve the structure and treatment operation.

In June 2012 an RFP was developed and submitted to qualified firms to perform an Ozone System Feasibility Study at the Water Treatment Plant. The most cost effective proposal was awarded to Arcadis out of Toledo, OH. The scope of services included reviewing modifications and moving the existing ozone system along with modifying the abandoned coagulation basin, recommended staging modifications, schematic drawings and a probable project costs reported. The report was recently received and reviewed where it has become evident based on the recommendations, discussions with the MDEQ and with the consultant that additional investigation services are needed to comprehensively review all potential system improvements, impacts, and options for the ozone system. Based on the Water Plant constraints / site conditions below are recommended additional investigation study scope of services:

1. Revise the draft study (dated October 29, 2012) provided to include a phased alternative approach for utilization of the existing Coagulation Basin (two petals) for a ozone contactor.
2. Add an alternative evaluation including raising the existing contactor floor and superstructure walls/roof.
3. Add an alternative evaluation including the demo of the existing Coagulation Basin and construction of a new contactor with new superstructure building over it housing new ozone equipment.
4. Evaluate and develop a narrative description of the pro's and con's of each of the alternatives described relative to treatment performance/efficiency, operation/maintenance, constructability and treatment objectives, including revisiting such for the side stream injection (Mazzei) system as proposed in the January 2011 study.
5. Provide a written report of all alternatives .

Attached is a proposal from Arcadis out of Toledo, OH to provide the additional investigation services summarized above to comprehensively complete the Feasibility Study on the Ozone System at the Water Treatment Plant. Arcadis provided the lowest cost effective proposal previously and has provided for all necessary support services to complete the work thus far. The cost for the additional investigation services is representative with past projects and industry standards in which we are confident the consultant will perform adequately for the City of Monroe.

IT IS RECOMMENDED that the proposal to provide additional investigation professional consulting services to comprehensively complete the Feasibility Study on the Ozone System at the Water Treatment Plant be awarded to the Arcadis out of Toledo, OH in the amount of \$10,000.00 in accordance with their proposal dated December 11, 2012. **IT IS FURTHER RECOMMENDED** to authorize the Director of Water & Wastewater or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).

CITY MANAGER RECOMMENDATION:


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

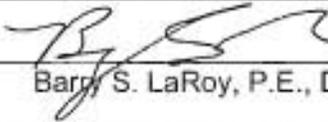
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Complete Feasibility Study so as to complete overall project.

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, Customers

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$1,600,000.00
	Cost of This Project Approval	\$10,000.00
	Related Annual Operating Cost	\$ 0
	Increased Revenue Expected/Year	\$ 0

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	General Contract Services	59140537 818020 02W01	\$10,000.00
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** December 11, 2012

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: December 17, 2012



ARCADIS

The Water Division of ARCADIS

Mr. Barry LaRoy, PE
Director of Water and Wastewater Utilities
City of Monroe
120 East First Street
Monroe, MI 48161

Subject:
Monroe, Michigan
WTP Ozone System Feasibility Study
Additional Investigation Engineering Services Proposal

Dear Mr. LaRoy:

As a follow-up to our May 10, 2012 proposal, we propose the following additional scope of investigation to complete the subject study. This additional scope is a result of the City's desire to investigate additional alternatives and, though originally only intended to meet a taste and odor control treatment objective, to also potentially meet a cryptosporidium inactivation CT log credit treatment objective (as a potential future drinking water requirement).

1. Revise the draft study (dated October 29, 2012) provided to include a phased alternative approach for utilization of the existing Coagulation Basin (two petals) for an ozone contactor. The first phase would be as stated in the draft report (i.e., demo of superstructure and addition of top slab, existing basin wall support, and baffling; addition of small prefabricated building on new slab to house relocated existing ozone destruct/control equipment). The second phase would include the addition of the new masonry building over the Coagulation Basin to house new ozone equipment. A new liquid oxygen tank and feed equipment would be located adjacent to the contactor/new building.

Total project probable costs for this phased approach will be provided along with the total already developed probable project cost for the addition of a second pair of existing Coagulation Basin petals for contactor redundancy.

ARCADIS U.S., Inc.
One SeaGate
Suite 700
Toledo
Ohio 43604
Tel 419 473 1121
Fax 419 473 2108
www.arcadis-us.com

WATER RESOURCES

Date:
December 11, 2012

Contact:
Tim Harmsen

Phone:
419.213.1621

Email:
tim.harmsen@arcadis-us.com

Our ref:
66021333.0001

Imagine the result

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

2. Add an alternative evaluation including raising the existing ozone contactor floor and superstructure walls/roof. This alternative will be based on previously developed 1977 construction drawings from the City for raising the contactor floor. A brief narrative description including an estimate of construction period along with a total project probable cost will be provided for this alternative.
3. Add an alternative evaluation including the demo of the existing Coagulation Basin and construction of a new ozone contactor with new superstructure building over it housing new ozone equipment. A two phased approach to this alternative will parallel the phased approach described in Item 1 above.

We will conceptually layout and size a contactor with associated yard piping providing a plan sketch and associated total project probable costs (for 2 phases).

4. Evaluate and develop a narrative description of the pro's and con's of each of the alternatives described relative to treatment performance/efficiency, operation/maintenance, constructability, and treatment objectives; including revisiting such for the side stream injection (Mazzei) system as proposed in our January 12, 2011 study. A narrative of the treatment objectives relative to the requirements for taste and odor control and cryptosporidium inactivation with ozone (as a potential future requirement of SDWA LT2ESWTR) will be described. We will state the limitations of ozone system conceptual layout and sizing given the limited evaluation into water quality, ozone demand/decay, bromide/bromate, etc. proposed. These evaluations impact total HRT of the contactor, possible ozone quenching needs, potential need for bromate mitigation strategies, etc. General industry practice assumptions with most readily available information and data from the City will be utilized in this evaluation. At minimum, we would expect the City to provide the following historical seasonal water quality parameters to support these assumptions to the extent possible: ozone feed rates; bromide and bromate levels; and raw water total organic carbon, pH, temperature, and turbidity.



Mr. Barry LaRoy
December 11, 2012

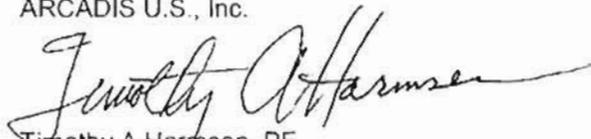
5. Provide a written draft report including the above as described for the City's review by March 4, 2013 assuming an authorization to proceed by mid January 2013. Conference with the City to discuss any comments on the draft report. Provide a final report within 10 days of receipt of final comments on the draft report.

Given the relative magnitude of the cost of the initial study, we have crafted this scope of work to minimally address the alternatives described in meeting the City's goal of a limited fee. Our proposed fee to perform this additional scope of investigation is \$10,000.

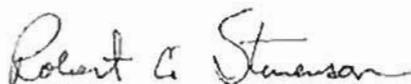
If you have any questions concerning this proposal, please call me. We appreciate the continued opportunity to serve the City of Monroe.

Sincerely,

ARCADIS U.S., Inc.



Timothy A Harmsen, PE
Project Manager



Robert C. Stevenson
Water Resources Manager

Copies:

Mr. Chris Knight, Monroe Water Treatment Plant

This proposal and its contents shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of—or in connection with—the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use, or disclose the data contained in this proposal only to the extent provided in the resulting contract.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: RETIREE HEALTH CARE PLAN DOCUMENT

DISCUSSION:

On May 21, 2012, Mayor and Council approved a contract with Dykema Gossett to assist the City in the creation and the development of a Retiree Health Care Plan document which will replace City Policy Number 002, Retiree Health Care. The purpose of the Plan is to describe such medical and other health benefits that certain eligible Retirees, Spouses, and dependents are entitled to receive pursuant to the City's current policies and/or applicable collective bargaining agreements. Further research is still underway to review all the previous collective bargaining agreements in an effort to clearly define the benefits that certain retirees and their eligible dependents were entitled to pursuant to previously bargained agreements and which will be incorporated in an Administrative Policy for future reference.

IT IS RECOMMENDED that the Mayor and City Council authorize the adoption, establishment and execution of the Retiree Health Care Plan document and that the officials designated on the Execution page be authorized to execute it on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 31, 2012

REASON FOR DEADLINE: To provide documentation describing the retiree health care benefits that certain eligible retirees and dependents are entitled to receive.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy Howard/HR Director



DATE: December 11, 2012

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 12/17/2012

CITY OF MONROE, MICHIGAN

RETIREE HEALTH CARE PLAN

Effective January 1, 2013 (except as otherwise provided herein)

Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243

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ARTICLE I
PREAMBLES

Section 1.01 Adoption of Plan. The City of Monroe, Michigan (“City”), established the City of Monroe, Michigan Retiree Health Care Plan (“Plan”), as previously maintained and described through City Policy Number 002, Section 400 (last revised September 19, 2011), which policy is now being replaced and wholly superseded by the terms of this written Plan document adopted by the City effective January 1, 2013.

Section 1.02 Purpose. The purpose of the Plan is to provide medical and other health benefits to eligible Retirees and their Eligible Dependents. Benefits under the Plan are funded through a combination of City, Employee, and Participant contributions. The City reserves the right to enter into a contract with a commercial insurance carrier, a health maintenance organization or preferred provider organization to provide retiree health care benefits under the Plan or to self-fund the retiree health care benefits through the City, Employee and Participant contributions and through a trust fund or other reserves created for that purpose.

Section 1.03 Interpretation and Law. The Plan is intended to qualify as an accident and health plan under Code Sections 105 and 106 of the Internal Revenue Code of 1986, as amended (“Code”), the regulations promulgated thereunder, and applicable Michigan law. Where not governed by Michigan law, the Plan shall be administered and construed in accordance with applicable Federal law.

Section 1.04 Defined Terms. Throughout the Plan, various terms are used repeatedly. These terms have specific and definite meanings when capitalized in the text. For convenience, capitalized terms are collected and defined in Article II. Whenever capitalized terms appear in the Plan, they shall have the meanings specified in that Article.

Section 1.05 Construction. Whenever any words are used in the Plan in the masculine gender, they shall be construed as though they also were used in the feminine gender in all cases where they would so apply, and wherever any words are used in the Plan in the singular form, they shall be construed as though they also were used in plural form in all cases where they would so apply. Headings of sections and paragraphs of this document are inserted for convenience of reference. They constitute no part of the Plan and are not to be considered in the construction of the Plan.

ARTICLE II
DEFINITIONS

Section 2.01 “Administrator” means the City Manager of Monroe, Michigan, (or any other party delegated and authorized in writing by the Manager to act on his or her behalf as the Administrator for this Plan). The Administrator is charged with the responsibility to administer and oversee the day to day operations of the Plan and can be contacted as follows: City of Monroe, Managers Office, 120 E. First St., Monroe, Michigan 48161, 734-384-9144.

Section 2.02 Benefits Guide. The actual plan documents, including insurance contracts, benefits-at-a-glance documents, booklets, summaries, administrative services

agreements or collective bargaining agreements, entered into by the City and that govern the retiree health care benefits described in this document and are hereby incorporated by reference into this document. Various Retiree Groups may receive different plan design and cost sharing structures from other Retiree Groups. As a result, the Benefits Guide will differ from one Retiree Group to another. The Employer will provide you with copies of the Benefits Guide that pertains to your Retiree Group when you first become a Participant under the Plan. You also should request updated copies of such Benefits Guides as changes may be made after the date initially distributed to you. Please also review Appendices A and B.

Section 2.03 “**City**” means the City of Monroe, Michigan, which acts through the City Council and Mayor. The City sponsors and maintains the Plan for the benefit of Employees who become eligible for retiree health care benefits hereunder.

Section 2.04 “**City Council**” means the City Council of Monroe, Michigan.

Section 2.05 “**Code**” means the Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provision of any legislation which amends or replaces such section or subsection.

Section 2.06 “**Eligible Dependent**” means:

- (a) The Retiree’s Spouse; and
- (b) With respect to Retirees within the Police and Firefighter Retiree Groups only, the Retiree’s dependent child who qualifies as the Retiree’s dependent under Code Section 152 (without regard to the earnings limit under §152(d)(1)(B), the special exclusions under §152(b)(1) or (2), or the age or student status requirements under §152(c)(3), provided that such qualifying child is age 26 or under during the entire Plan Year).

Section 2.07 “**Employee**” means:

- (a) a non-union common law employee of the City who was employed on a regular, full-time basis by the City **on or before June 30, 2008**, and is a contributing member of the Retirement System; or
- (b) an individual who is covered by a collective bargaining agreement with the City that specifically states that retirement health care benefits under the Plan shall be provided to eligible Retirees (subject, however, to the terms of the collective bargaining agreement that may require the individual to be employed on or before a certain date).

The term “Employee” shall exclude any (i) non-union common law employee hired by the City on or after July 1, 2008; (ii) non-union common law employee rehired by the City on or after July 1, 2008, unless such rehired employee is receiving coverage under this Plan immediately prior to his or her reemployment commencement date; (iii) union employee whose collective bargaining agreement does not require retirement health care benefits or hired or reemployed by the City on or after a date specified in the applicable collective bargaining agreement, (iv) any other employee not eligible to participate under the Retirement System, or (iv) individual for whom the City designates as an independent contractor, leased or contract employee, or self-

employed individual, regardless of a finding by the City or any third party as to the common law employment status or reclassification of any such person.

Section 2.08 “**Mandatory Contributions**” are contributions that are mandatorily reduced from an Employee’s payroll and contributed to the Trust Fund, as set forth under Sections 7.03 and 7.04 below and the attached Appendix B.

Section 2.09 “**Participant**” means a Retiree and his/her Eligible Dependents who are covered by and entitled to retiree health care benefits under the terms of the Plan. “**Plan**” means the City of Monroe, Michigan Retiree Health Care Plan as described in this document and any subsequent amendments, and any Benefit Guide incorporated by reference into the Plan.

Section 2.11 “**Plan Year**” means the period commencing on January 1st and ending on December 31st.

Section 2.12 “**Retiree**” means an Employee who satisfies the eligibility requirements of Article III:

Section 2.13 “**Retirement System**” means the Monroe City Employees’ Retirement System (as set forth in Chapter 127 of the Monroe City Ordinances, as amended).

Section 2.14 “**Spouse**” means a Retiree’s Spouse by legal marriage at the time of the Employee’s retirement, if recognized under the laws of Michigan, but specifically excluding (i) any common law marriages or same sex marriages, even if recognized under the laws of the Retiree’s state of domicile, or (ii) any individual for whom a decree of divorce, separate maintenance or legal separation from the Retiree has been entered. For these purposes, the legal married status between a Retiree and his/her Spouse must have existed at the time of the Retiree’s initial enrollment under the Plan (or death as applicable) and also at the time that the expense was incurred for which reimbursement is claimed. After the Retiree’s initial enrollment period, he/she will not be permitted to enroll a spouse (e.g. he may not enroll a new spouse or a spouse he/she failed to initially enroll for any reason). A Spouse who is covered under the Plan at the time of a Retiree’s death may continue to participate in the Plan as long as the Spouse receives the Retiree’s survivor payments under the Retirement System; provided that if the Spouse remarries, his or her new spouse is not eligible to receive coverage under the Plan.

Section 2.15 “**Third Party Administrator**” means the organization or insurance carrier that has been engaged or contracted by the City to perform benefit claims processing or other administrative services on behalf of the Plan.

Section 2.16 “**Trust**” means the Trust Agreement Resolution for the Post-Retirement Health Care Fund.

ARTICLE III
BENEFIT ELIGIBILITY

Section 3.01 Eligible Retirees. An Employee (as defined in Section 2.05 above) is eligible to enroll in the Plan and continue to receive coverage during a Plan Year only if he/she satisfies **each** of the following conditions:

(a) The Employee (i) separates for purposes of retirement from employment with City or (ii) is eligible and elects to participate in the deferred retirement option plan (DROP) under the Retirement System.

(b) The Employee, as of the date immediately prior to the date of his/her retirement or becoming a DROP member, was contributing member contributions to the Retirement System.

(c) As of the date of retirement and severance from employment with the City, the Employee is entitled and immediately (and simultaneously with participation under this Plan) commences receiving his or her retirement allowance from the Retirement System or commences participation in the DROP under the Retirement System. A retired Employee who does not elect immediate commencement of regular retirement benefits or DROP membership under the Retirements System shall not be eligible to commence benefits under this Plan at a later date. Employees who are only entitled to a deferred retirement pension under the Retirement System are not eligible for coverage under this Plan.

(d) The Employee is not terminated from employment by reason of gross misconduct, as determined in the sole discretion of the City.

(e) When the Retiree becomes entitled to Medicare (e.g. at age 65), he/she timely enrolls in Medicare Part B. (Note: The Retiree and, where applicable, the Retiree's Eligible Dependent, shall be responsible for all associated costs of Medicare Part B enrollment and participation.)

(f) The Employee elects to receive retiree health coverage under the Plan in lieu of, and thus waive, COBRA continuation health coverage to which he/she may have otherwise been entitled under the Monroe City Group Health Plan covering active Employees of the City.

(g) The Employee agrees in writing to and actually makes any required monthly contribution for retiree coverage by the due date specified by the City, which cost is determined by the City from time to time. If a Retiree fails to timely pay his/her required contribution, retiree coverage will end and he/she will not thereafter again resume participation in the Plan as a Retiree.

(h) The Employee elects to receive retiree coverage under the Plan in writing by the date specified by the Administrator, but in no event later than **60 days** after his/her severance from employment with the City for retirement (or commencement of

participation in the DROP under the Retirement System). If an Employee fails to timely elect retiree coverage under this Plan (or is not eligible to elect retiree coverage as of the date of his/her severance from employment), such Employee and his/her Eligible Dependent will not be eligible to elect or receive retiree coverage under the Plan at any later date.

(i) The Employee satisfies any other eligibility requirements set forth in the applicable Benefits Guide.

NOTE: Employees hired by the City on or after July 1, 2008, are not eligible to receive retiree coverage under this Plan for themselves and/or Eligible Dependents. Additionally, individuals who are reemployed by the City on or after July 1, 2008, generally will not be eligible for retiree coverage under this Plan unless he/she was receiving coverage under this Plan upon his/her reemployment commencement date. Such employees instead may be required to participate in the City's Retiree Health Care Savings Program. Please review the applicable plan documents to determine your rights, obligations and benefits under such Retiree Health Care Savings Program.

Section 3.02 Eligible Dependent Coverage. A Retiree also may enroll his or her Eligible Dependent(s) (as defined in Sections 2.06 and 2.13) in the same benefit options under the Plan only if each of the following conditions are satisfied:

(a) Subject to Sections 3.03 and 3.04 below, the Retiree has timely enrolled himself/herself in retiree coverage under the Plan as well as the Eligible Dependent in accordance with the enrollment procedures established by the Administrator.

(b) The Eligible Dependent elects to receive retiree coverage under the Plan in lieu of, and thus waives, COBRA coverage to which he or she may have otherwise been entitled (except as otherwise permitted under the limited circumstances described below).

(c) The Retiree's Eligible Dependent is not currently eligible to participate in his/her own past or present employer-sponsored group health plan or, as determined in the sole discretion of the City, is provided or eligible for lesser health care benefit coverage than what the City provides.

(d) Subject to Sections 3.03 and 3.04 below, such individual must have qualified as the Retiree's Eligible Dependent as of the date of the Retiree's retirement or commencement in DROP under the Retirement System. A Retiree will not be entitled to subsequently enroll any other individual (e.g. a new spouse or existing spouse who was not initially enrolled due to other coverage or for other reasons) after the Retiree's initial enrollment period has closed connected to his/her retirement from employment date.

(e) The Employee agrees in writing to and actually makes any required monthly contribution for Eligible Dependent's coverage, which cost is determined by the City from time to time. If a Retiree fails to timely pay the required contribution, Eligible Dependent coverage will end and not thereafter be reinstated.

NOTE: For all retiree groups, other than the Police and Firefighter Retiree Groups, only the Spouse of a Retiree may qualify as his/her Eligible Dependent under this Article III; no coverage is provided for a Retiree's dependent-children unless such Retiree retires from the City in the Police and Firefighter Retiree group.

Section 3.03 Surviving Eligible Dependent' Coverage.

(a) *Death in Service.* The current Eligible Dependent of an Employee who dies during his/her employment with the City shall be eligible to enroll in this Plan as long as:

(i) The surviving Eligible Dependent elects to enroll in the Plan in writing by the date specified by the Administrator, but in no event later than **60 days** after the Retiree's death.

(ii) The surviving Eligible Dependent is eligible to receive and immediately commences survivor benefits under the Retirement System.

(iii) The surviving Eligible Dependent agrees in writing to and actually makes any required monthly contribution for surviving Eligible Dependent coverage, which cost is determined by the City from time to time. If the surviving Eligible Dependent fails to timely pay the required contribution, this Eligible Dependent coverage will end and not thereafter be reinstated.

(iv) The Surviving Eligible Dependent elects to receive surviving Eligible Dependent coverage under the Plan in lieu of, and thus waives, COBRA coverage to which he or she may have otherwise been entitled (except as otherwise permitted under the limited circumstances described below).

(v) The surviving Eligible Dependent is not currently eligible to participate in his/her own past or present employer-sponsored group health plan. or, as determined in the sole discretion of the City, is provided or eligible for lesser health care benefit coverage than what the City provides.

A surviving Eligible Dependent who is not eligible or otherwise fails any of the conditions set forth above at the time of the Retiree's death shall not subsequently be entitled enroll under this Plan.

(b) *Retiree's Death During Coverage Under this Plan.* A Eligible Dependent who is enrolled under the Plan at the time of a Retiree's death may continue to participate in the Plan as long as he or she continues to satisfy the eligibility conditions set forth above in Section 3.02 and continues to receive the Retiree's survivor benefits under the Retirement System. If the Eligible Dependent remarries after the Retiree's death, his/her coverage may continue under this Plan, but coverage shall not be available to the new Eligible Dependent.

Section 3.04 Coverage Under Other Employer-Sponsored Health Care Programs.

Notwithstanding anything in this Plan to the contrary, the special provisions below apply when the Retiree or his/her Eligible Dependent are eligible for coverage under another employer-sponsored group health:

(a) Each Retiree shall annually provide the Administrator a signed affidavit indicating whether or not the Retiree and his/her Eligible Dependent is employed and/or receiving health care benefits through another source. Retirees who fail to report such employment and/or receipt of health care benefits from another source, or falsify such affidavit, shall forfeit all health care benefits and rights under this Plan for themselves and their Eligible Dependents. To receive benefits under this policy, Retirees and Eligible Dependents must cooperate in the coordination of coverage to limit the City's expense.

(b) In the event a Retiree obtains employment with another employer after his/her retirement from the City and is eligible for or provided health care benefits equal to or better (as determined in the sole discretion of the Administrator) than those provided to the Retiree by the City through that employment, the City shall not provide coverage to the Retiree and his/her Eligible Dependent while the Retiree is so employed. Upon termination of this subsequent employment, the Retiree, after giving notice to the City, shall be eligible to have his/her coverage and his/her Eligible Dependent's coverage reinstated under this Plan.

(c) Notwithstanding paragraph (b), if the Retiree is employed long enough to obtain retiree health benefits through another employer and such benefits are equal to or greater than those provided to Retirees under this Plan, the City shall have no further obligation to provide health care benefits to this Retiree and his/her Eligible Dependent.

Section 3.05 Determining Eligibility. The Administrator has full and final discretion to determine if a retired employee or his/her Eligible Dependent satisfy the eligibility requirements for coverage under this Plan, including determining if they had been timely enrolled in the manner which satisfies Plan requirements. The Administrator also has the right, retroactively or prospectively, to terminate coverage for a Retiree and/or his/her Eligible Dependent as of the date that they no longer satisfy the Plan's eligibility requirements and receive reimbursement from such individuals for any benefits when the Plan's eligibility requirements are not satisfied.

ARTICLE IV **PARTICIPATION**

Section 4.01 Commencement of Participation. A Participant shall begin receiving benefits under the Plan on the first day he or she satisfies the eligibility requirements of Article III, provided the individual has timely enrolled for coverage on such date in the manner and by the deadline established by the Administrator. If a Retiree fails to timely and accurately complete the enrollment process, the Retiree and/or his/her Eligible Dependent will not be covered under the Plan at any future date (except as otherwise permitted under Section 3.04).

Section 4.02 Enrollment. The Administrator generally will give each Retiree written notice of his or her right to enroll under the Plan; provided, however, that a Retiree is ultimately responsible to request such forms when he/she retires from employment. The Retiree must enroll for coverage on a form or forms provided by and filed with the Administrator, and furnish all pertinent information requested by the Administrator, including but not limited to, the names, relationships and birthdates of the Retiree's Eligible Dependent. The Administrator may rely upon all such forms and information furnished.

Section 4.03 Making Enrollment Changes — Retiree's Responsibility. A Retiree is responsible for keeping his/her enrollment records up-to-date so the Plan can process claims quickly and correctly. The Retiree must promptly report any changes to his/her personal information (i.e. home address) or any eligibility changes (divorce, death, other coverage, etc..) to the Administrator within **30 days** of the change.

ARTICLE V **TERMINATION OF PARTICIPATION**

Section 5.01 Termination Events. Except as provided in Section 5.02, a Participant's coverage and participation in the Plan shall terminate in accordance with the Plan and/or Benefits Guide on the earliest of:

- (1) the City's termination of the Plan, in whole or in part;
- (2) an Employee's or Participant's non-payment of any required contributions under the Plan or to the Trust;
- (3) the loss of eligibility status;
- (4) failure to timely enroll in Medicare Part B benefits, if and when he/she becomes eligible for such benefits;
- (5) the death of such Participant; or
- (6) in the case of the Retiree's death, the surviving Eligible Dependent may receive or continue to receive coverage under this Plan only under the limited circumstances described in Section 3.03 above regarding surviving Eligible Dependent coverage or Section 5.02 regarding COBRA coverage..

Notwithstanding anything to the contrary, if a Retiree or Eligible Dependent permits any other person who is not a qualified Participant to use any identification card issued by the Third Party Administrator or otherwise fraudulently claims a benefit or falsifies information on a benefit claim form, the Administrator or Third Party Administrator may give the Retiree written notice that his/her (or such other person) is no longer a covered Participant for benefits under the Plan. If the Administrator or Third Party Administrator gives such written notice: the Retiree and/or Eligible Dependent will cease to be eligible for the benefits under the Plan as of the date specified in such written notice, and no benefits will be paid after that date. Any action by the Administrator or Third Party Administrator under this provision is subject to review in accordance with the Claims and Claims Review Procedures under the Plan. Coverage under the Plan also will end on any other date specified in the Benefits Guide.

Section 5.02 COBRA Continuation Coverage. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time that an Employee retired from employment with the Employer, such Retiree and his/her covered Eligible Dependents elected retiree coverage under this Plan in lieu of, and thereby waived, all rights to COBRA coverage under this federal law. The only

exception to this waiver of COBRA rights is if the coverage of the Retiree's Eligible Dependent under this Plan terminates as a result of any event which is deemed a "qualifying event" under COBRA. In which case, such covered Eligible Dependent may elect COBRA continuation coverage under this Plan in accordance with the remaining provisions of this Section 5.02.

(a) COBRA Continuation Coverage. Upon the termination of a Retiree Eligible Dependent's coverage under this Plan due to a Qualifying Event, the Retiree or Eligible Dependent may elect to purchase continuation coverage for such Eligible Dependent. The election will be effective only if made in writing and filed within the election period, as further described below. Continuation coverage is not indefinite and will only last as described below or as otherwise required by law.

(b) Qualifying Events. COBRA coverage is available to a Retiree's covered Eligible Dependent, if his or her coverage under this Plan would otherwise end due to:

- divorce or legal separation from the Retiree; or
- the Retiree's death or Medicare entitlement.

(c) Member Notice Requirements. A Retiree or his/her covered Eligible Dependent, or any representative acting on their behalf, must inform the Administrator of the occurrence of a Qualifying Event within **60 days** from the date that such Qualifying Event occurs. The Notice must be sent in writing by U.S. mail to the Administrator and must contain the following information:

- The Retiree's name and the last 4 digits of his/her social security number;
- The name of any covered Eligible Dependent;
- A statement that such person is covered under the Plan;
- A description of the Qualifying Event; and
- The date on which such event occurred.

The Administrator may require that the notice be supplemented with any additional information as it deems necessary to administer these COBRA provisions. Notices the Administrator shall be addressed as follows:

City of Monroe, Michigan
Administrator/City Manager
120 E. First St.
Monroe, MI 48161
734-384-9144
george.brown@monroemi.gov
www.monroemi.gov

Failure to timely provide written notice to the Administrator will cause the Retiree's covered Eligible Dependent to lose the right to receive COBRA coverage.

(d) Electing COBRA. When the Administrator receives notification of a Qualifying Event, a covered Eligible Dependent losing coverage will be notified of the right to continue coverage. If continuation is desired, the election of COBRA coverage for a Eligible Dependent must be made within **60 days** of the date the notice was sent. If a covered Eligible Dependent does not timely elect to purchase COBRA continuation coverage, such Eligible Dependent's coverage under the Plan will end. In considering whether to elect COBRA continuation coverage, a Eligible Dependent should take into account that a failure to continue his/her group health plan coverage will affect future rights under federal law. First, a Eligible Dependent can lose the right to avoid having a pre-existing condition exclusions applied to her or him by other group health plans if such Eligible Dependent has more than a 63-day gap in health coverage, and election of continuation coverage may help a Eligible Dependent not have such a gap. Second, a Eligible Dependent may lose the guaranteed right to purchase individual health insurance policies that do not impose such pre-existing condition exclusions if such Eligible Dependent does not get COBRA continuation coverage for the maximum time available to him or her. Finally, the Eligible Dependent should take into account that he or she has special enrollment rights under federal law. A Eligible Dependent has the right to request special enrollment in another group health plan for which he or she otherwise is eligible (such as a plan sponsored by a Eligible Dependent's employer) within 30 days after a Eligible Dependent's group health coverage ends because of the Qualifying Event listed above. A covered Eligible Dependent also will have the same special enrollment right at the end of COBRA continuation coverage if such Eligible Dependent gets continuation coverage for the maximum time available to him or her.

(e) Cost of Continuation Coverage. COBRA continuation coverage is at the covered Eligible Dependent's expense. The monthly cost of this continued coverage will be included in the COBRA notice sent to a Eligible Dependent. The amount of the COBRA premiums generally will not exceed 102 percent of the applicable premium for the coverage (which includes the employer plus retiree share of premium costs).

(f) Making Premium Payments. For coverage to continue, the first premium must be received by the date stated in the notice. Normally this date will be 45 days after the continuation coverage is elected. Premiums for every following month of continuation coverage must be paid monthly on or before the premium due date stated in the notice. There is a 30 day grace period for these monthly premiums. If the premium is not paid within 30 days after the due date, continuation coverage will end on the first day of that period of coverage. Coverage cannot be reinstated. A COBRA continuee will not receive a monthly bill/voucher for such COBRA premiums. The COBRA continuee has the sole obligation and responsibility to make timely payment of COBRA premium(s).

(g) Eligible Dependent COBRA Continuation Coverage Period. A covered Eligible Dependent has the right to continue his or her COBRA coverage under this Section up to 36 months following their loss of coverage due to a Qualifying Event.

(h) Level of Coverage. If a Eligible Dependent elects COBRA continuation coverage, he or she will be offered the same level of benefits that such Eligible Dependent had at the time he or she lost coverage. If benefit levels change for similarly situated retirees, or Eligible Dependents, it also will change for such Eligible Dependent or who elects COBRA coverage under this Section.

(i) Events Causing Termination of Continuation Coverage. A covered Eligible Dependent may continue the COBRA coverage he or she elects until the earliest of the following situations:

- The end of the 36-month continuation period;
- The date the City no longer provides group health coverage to any of its Employees;
- The date a Retiree or his/her Eligible Dependent do not make timely payment for COBRA coverage;
- The date a covered Eligible Dependent or becomes covered under another group health care plan (unless that plan includes exclusions or limitations about preexisting conditions that apply to such Eligible Dependent , or unless this other coverage was effective prior to electing COBRA coverage);
- The date a Eligible Dependent or becomes entitled to (i.e. enrolled in) Medicare (unless such Eligible Dependent became entitled to Medicare prior to electing COBRA coverage).

(j) Other COBRA Information. In order to protect COBRA rights, a Retiree and/or his/her Eligible Dependent should keep the Administrator informed of any changes in their addresses. A Retiree and his/her Eligible Dependent also should keep a copy of any notices that are sent to the Administrator for their own records. If a Participant requires more information regarding continuation of coverage, he/she should contact the Administrator.

Section 5.03 Conversion Privilege. To the extent the Plan is fully-insured through an insurance contract, a Participant may, if permitted by and in accordance with the terms of such insurance contract, convert his or her coverage under the Plan to an individual medical expense policy with the insurance carrier, without the necessity of a medical examination and with no interruption in coverage. The cost of such individual conversion coverage shall be paid solely by the affected individual. To the extent conversion rights are applicable to the benefit options available under this Plan, it is the Participant's sole responsibility to timely contact and apply for individual conversion coverage in accordance with the terms of the insurance contract.

ARTICLE VI
IMPORTANT LAWS IMPACTING A PARTICIPANT'S COVERAGE
UNDER THE PLAN

Section 6.01 Federal Laws Unless City Opts Out. Unless the City has timely elected to opt out of compliance with these laws or is otherwise exempt from these laws, the Plan shall comply with the following:

(a) The Plan will provide benefits for any hospital stay in connection with childbirth for the mother or newborn child will not be restricted to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, the mother's (or newborn's) attending provider may, after consulting with the mother, discharge the mother or her newborn earlier than 48 hours (or 96 hours if applicable).

(b) To the extent the Plan offers coverage for a mastectomy, the Administrator will notify a Participant of his/her rights related to benefits provided through the Plan in connection with the mastectomy, including the right to coverage to be provided in a manner determined in consultation with his/her attending physician for:

- all stages of reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- prostheses and treatment of physical complications of the mastectomy, including lymphedema.

These benefits are subject to the Plan's regular deductible and co-payment amounts. A Participant should refer to the Benefits Guide for further details and/or contact the Third Party Administrator for more information.

(c) The Plan shall not:

- Use genetic information to determine eligibility for coverage or to impose pre-existing condition exclusions;
- Adjust a Participant's premium and contribution amounts on basis of genetic information;
- Request or require a Participant or a family member to undergo a genetic testing;
- Request, require or purchase genetic information for underwriting purposes; or
- Request, require or purchase genetic information about an individual prior to or in connection with an individual's enrollment under the Plan (except as otherwise permitted by law for wellness programs).

(d) If the Plan provides benefits for mental health or substance abuse disorders, the Mental Health Parity Act (“MHPA”) requires equal treatment of mental health and substance abuse benefits in parity with medical/surgical benefits. This generally means that:

- Financial requirements and treatment limits applicable to mental health and substance abuse are no more restrictive than those limits and requirements on medical/surgical (e.g. deductibles, copays, coinsurance, out-of-pocket, treatment limits, not just annual and lifetime dollar limits);
- Out-of-Network Benefits provided for medical/surgical also must be available for mental health and substance abuse; and
- Criteria for medical necessity and reason for claim denials must be made available.

The Benefits Guide will provide an explanation of the covered and excluded benefits, which will indicate if the City is exempt from or will comply with the Mental Health Parity Act provisions.

Section 6.02 Patient Protection and Affordable Care Act of 2010. New federal health care reform legislation was enacted on March 23, 2010, requiring most group health plans to comply with certain market reform and consumer protection provisions. These provisions include items such as extending a child’s coverage under a plan until age 26, eliminating certain lifetime and annual limitations and pre-existing condition exclusions, and other consumer and patient protection rights.

These new market reforms and consumer protection provisions **DO NOT** apply to this Plan, because this Plan covers only retired employees of the City (and their Eligible Dependent), and does not cover any active employees of the City. The Department of Health and Human Services (along with the Department of Labor and Internal Revenue Service) issued guidance that confirms that retiree-only health plans will not be subject to the new market reform and consumer/patient protection provisions of the new Health Care Reform legislation.

Accordingly, this Plan will not be amended to reflect the market reform and consumer protection provisions that a Participant may have heard about through the media (unless the City, in its sole discretion decides to voluntarily amend the Plan to include such a provision). If a Participant would like additional information, he/she can contact the Administrator or may visit the Department of Health and Human Services’ website at <http://www.hhs.gov/> or Department of Labor’s website at <http://www.dol.gov/> for general information.

ARTICLE VII **BENEFITS AND FUNDING**

Section 7.01 Scheduled Benefits. The Plan generally provides medical and prescription drug benefits to Participants (and dental benefits at the Participant’s sole expense). The Benefits Guide, as prepared by the Third Party Administrator, describes the actual benefits (covered and excluded) and tiers of coverage available to Participants under the Plan as well as any annual and life-time maximums, pre-authorization or certification requirements and other

limitations and exclusions applicable to Participants under the Plan. The Appendices to this Plan also contain information regarding the design of the Plan. When a Participant becomes eligible for Medicare (e.g. at age 65), he/she must timely enroll in Medicare Part B or coverage under this Plan will end.

The benefit structure, coverage options and other cost sharing requirements for each benefit option offered under the Plan (including copays, coinsurance, out-of-pocket maximums, deductibles, etc.) vary for different Retiree Groups depending on such Retiree's status as a non-union employee or union employee as of your retirement date, age at retirement, and/or date of retirement. As a result, your Benefits Guide may differ from other Retiree Groups. The Employer will provide you with a copy of the Benefits Guide that pertains to your Retiree Group when you become a Participant. Please also review Appendices A and B.

Section 7.02 Cost of Coverage. The City may require Participants to share in the cost of coverage through various cost-sharing mechanisms, including premium contributions, deductibles, copayments, coinsurance and other payment limitations or requirements. The Administrator will notify Participants annually of any required Participant premium-contributions, which amount may vary for different retiree groups, and also regarding any other cost through deductibles, co-payments, co-insurance (see Appendix A).

Section 7.03 Funding and Mandatory Contributions. At this time, the Plan provides retiree medical and prescription drug benefits through a self-insured arrangement. Self-insured means that the benefits are not insured through an insurance carrier, but rather are paid by the City through the Trust or other general assets of City. Certain Employee Groups also are required to make mandatory contributions, through current pre-tax payroll deductions, to the Trust, as provided in Appendix B and each applicable collective bargaining agreement. Such Mandatory Contributions shall be treated as Employer contributions for the purpose of determining tax treatment under the United States Internal Revenue Code (the "Code").

The City has entered into a service agreement with a Third Party Administrator to administer the Plan, including claims adjudication. Only to the extent the Plan remains self-funded and administered by a Third Party Administrator, the Plan is required to disclose to Participants the following provisions of Michigan's Third Party Administrator's Act (MCL 550.901 et seq):

- In the event the Plan, Trust or the City does not ultimately pay health expenses that are eligible for payment under a self-funded Plan option for any reason, the individuals covered by the Plan may be liable for those expenses.
- The Third Party Administrator merely processes claims for such self-funded benefits and does not insure that any health expenses of individuals covered by the Plan will be paid.
- Complete and proper claims for self-funded benefits made by a Participant will be promptly processed but that in the event there are delays in processing claims, the Participants shall have no greater rights to interest or other remedies against the Third Party Administrator than as otherwise afforded them by law.

Section 7.04 Refund of Mandatory Contributions. If an Employee terminates employment with the City prior to becoming eligible for a normal retirement pension under the Retirement System (e.g. the employee is only entitled to a deferred retirement pension), such Employee will not be entitled to receive retiree health care coverage under the Plan and the City shall refund the amount of the Mandatory Contributions to the Plan, plus earnings/interest/losses thereon, as calculated by the Administrator in its sole discretion.

Any Employee also may, at the time established by the Administrator, voluntarily and irrevocably waive retiree health care benefits under the Plan for himself/herself, and such waiver automatically will include, without consent, a waiver on behalf of his/her Eligible Dependent. The Employee must complete the waiver form provided by the City. Upon executing a voluntary, irrevocable waiver of retiree health care benefits under this Plan for the Employee (and his/her Eligible Dependent), no additional Mandatory Contributions from the Employee will be deducted from his/her payroll. The Administrator, in its sole discretion, also shall calculate the value of all Mandatory Contributions paid to the Trust by such Employee, plus accumulated interest; which amounts shall be refunded to the Employee who irrevocably waives retiree health care benefits under this Plan. The refund of any retiree health care contributions shall be made to the Employee within forty-five (45) days of the Employee's properly completed and submitted waiver of retiree health care benefits to the Administrator.

ARTICLE VIII **COORDINATION OF BENEFITS**

Section 8.01 General Rule. The City intends that the Plan shall provide each Participant with payment for eligible health care expenses incurred by the Participant as a Retiree and, if eligible, the Retiree's Eligible Dependent. The City does not intend that payment under this Plan and any other health care plan shall exceed the amount of the expenses incurred. For this reason, the Plan coordinates benefits with other health care plans in accordance with the State of Michigan's Coordination of Benefits Act as set forth in MCLA § 550.251.

Section 8.02 Reimbursement. If an expense is paid by the Trust on behalf of a Retiree or a Retiree's Eligible Dependent, and such expense subsequently is paid from any other source, in whole or in part, the Retiree or Eligible Dependent shall remit to the Trust an amount equal to the duplicated benefit. In addition, the Trust may reimburse any other health care plan, person or entity that has paid an expense on behalf of a Retiree or the Eligible Dependent that is an expense payable under this Plan. In such event, the City, the Plan, and Trust shall be relieved of all further responsibility with respect to that expense.

Section 8.03 Coordination with Medicare. If a Participant becomes eligible for Medicare, he or she must timely enroll in Medicare Parts A and B. If a Participant fails to timely enroll in Medicare Parts A and B, his/her coverage under the Plan will terminate retroactive to Medicare eligibility date and may not be reinstated. The following rules apply regarding coordinating retiree coverage under this Plan with Medicare:

- Medicare will be primary payer and this Plan will be secondary payer because a Participant is covered under this Plan as a Retiree of the City or as the Retiree's Eligible Dependent. Generally, a Participant must enroll for Medicare within the three months

prior to his/her 65th birthday to be assured of coverage. If a Participant does not timely enroll, Medicare may not approve the Participant's application either for some period or not at all. It is a Participant's responsibility to consult with his/her local Social Security office and obtain details regarding Medicare.

- Notwithstanding the foregoing rules, if a Participant under this Plan is eligible for Medicare solely on the basis of End Stage Renal Disease (ESRD) and he or she incurs a charge for the treatment of ESRD for which benefits are payable under both this Plan and Medicare, this Plan will be the primary payer and Medicare will be secondary payer for a period of up to 30 consecutive months. This 30-month period begins on the earlier of: (i) the first day of the month during which a regular course of renal dialysis starts; and (ii) with respect to an ESRD Medicare eligible individual who receives a kidney transplant, the first day of the month during which such Participant becomes eligible for Medicare. After the 30-month period ends, if an ESRD Medicare eligible individual incurs a charge for ESRD benefits, Medicare will be primary payer and this Plan will be secondary payor. If a Participant is eligible for Medicare solely on the basis of ESRD, he or she must be covered by both Parts A and B.

Section 8.04 Coordination with Medicare Part D – Prescription Drug Plan. Part D of Medicare offers prescription drug coverage to individuals enrolled in Medicare Part A and/or Part B. Part D coverage is entirely voluntary. A Participant must pay a monthly premium for Medicare Part D coverage, which is set each year by the Centers for Medicare and Medicaid Services. The initial enrollment period for Medicare Part D will be the same as the period for enrolling in Medicare Part B. There also will be an open enrollment period each year that will run from October 15th through December 31st.

A Participant's prescription drug coverage under this Plan's Medical Program generally will be more valuable than the Medicare Part D benefit. The prescription drug coverage under this Plan generally has no premium costs that are separate from his/her overall premium share for medical coverage. Please request a copy of the "*Important Notice About Your Prescription Drug Coverage and Medicare*" from the Administrator for more information on the Medicare Part D benefit. The Notice also has telephone numbers a Participant can call and web sites a Participant can visit to get more information about Medicare Part D. A Participant should contact the Administrator if he/she has questions regarding prescription drug coverage under this Plan's Medical Program.

If a Participant signs-up for Medicare Part D coverage, such Medicare Part D coverage will be coordinated with this Plan's coverage.

Section 8.05 Subrogation. The Plan is designed to only pay covered expenses for which payment is not available from anyone else, including any insurance company or another health plan. In order to help a Participant in a time of need, the Plan may pay covered expenses that may be or become the responsibility of another person, with the intent that the Plan later receive reimbursement for those payments (hereinafter called "Reimbursable Payments"). Therefore, by enrolling in the Plan, as well as by applying for payment of covered expenses, a Participant expressly agrees to, and becomes subject to, the following terms and conditions with respect to the amount of covered expenses paid by the Plan:

(a) Assignment of Rights (Subrogation). A Participant automatically assigns to the Plan any rights he may have to recover all or part of the same covered expenses from any party, including an insurer or another group health program, but limited to the amount of Reimbursable Payments made by the Plan. This assignment includes, without limitation, the assignment of a right to any funds paid by a third party to a Participant or paid to another for his/her benefit. This assignment applies on a first-dollar basis (i.e., has priority over other rights), applies whether the funds paid to (or for the benefit of) a Participant constitute a full or a partial recovery, and even applies to funds paid for non-medical or dental charges, attorney fees, or other costs and expenses. This assignment also allows the Plan to pursue any claim that a Participant may have, whether or not a Participant chooses to pursue that claim. By this assignment, the Plan's right to recover from insurers includes, without limitation, such recovery rights against no-fault auto insurance carriers in a situation where no third party may be liable, and from any uninsured or underinsured motorist coverage.

(b) Equitable Lien and other Equitable Remedies. The Plan shall have an equitable lien against any rights a Participant may have to recover the same covered expenses from any party, including an insurer or another group health program, but limited to the amount of Reimbursable Payments made by the Plan. The equitable lien also attaches to any right to payment from workers' compensation, whether by judgment or settlement, where the Plan has paid covered expenses prior to a determination that the covered expenses arose out of and in the course of employment. Payment by workers' compensation insurers or the City will be deemed to mean that such a determination has been made.

This equitable lien also shall attach to any money or property that is obtained by anybody (including, but not limited to, a Participant, the Participant's attorney, and/or a trust) as a result of an exercise of the Participant's rights of recovery (sometimes referred to as "proceeds"). The Plan also shall be entitled to seek any other equitable remedy against any party possessing or controlling such proceeds. At the discretion of the Administrator, the Plan may reduce any future covered expenses otherwise available to a Participant under the Plan by an amount up to the total amount of Reimbursable Payments made by the Plan that is subject to the equitable lien.

The provisions of the Plan concerning subrogation, equitable liens and other equitable remedies are also intended to supersede the applicability of the federal common law doctrines commonly referred to as the "make whole" rule and the "common fund" rule.

(c) Assisting in Plan's Reimbursement Activities. The Participant has an obligation to assist the Plan to obtain reimbursement of the Reimbursable Payments that it has made on a Participant's behalf, and to provide the Plan with any information concerning a Participant's other insurance coverage (whether through automobile insurance, other group health program, or otherwise) and any other person or entity (including their insurer(s)) that may be obligated to provide payments or benefits to or for the benefit of a Participant. A Participant is required to (a) cooperate fully in the Plan's exercise of its right to subrogation and reimbursement, (b) not do anything to prejudice those rights (such as settling a claim against another party without including the Plan as a co-payee

for the amount of the Reimbursable Payments and notifying the Plan), (c) sign any document deemed by the Administrator to be relevant to protecting the Plan's subrogation, reimbursement or other rights, and (d) provide relevant information when requested. The term "information" includes any documents, insurance policies, police reports, or any reasonable request by the Administrator to enforce the Plan's rights.

(d) Overpayments. This Plan will have the right to recover any payments that were made to, or on behalf of, a Participant and which causes an overpayment to be made.

(e) Interpretation. In the event that any claim is made that any part of this subrogation and right of recovery provision is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Administrator for the Plan shall have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.

(f) Jurisdiction. By accepting benefits (whether the payment of such benefits is made to a Participant or made on behalf of the Participant to any provider) from the Plan, the Participant agrees that any court proceeding with respect to this provision may be brought in any court of competent jurisdiction as the plan may elect. By accepting such benefits, the Participant hereby submits to each such jurisdiction, waiving whatever rights may correspond to him or her by reason of his or her present or future domicile.

Failure by a Participant to follow the above terms and conditions may result, at the discretion of the Administrator, in a reduction from future benefit payments available to the Participant under the Plan of an amount up to the aggregate amount of Reimbursable Payments that has not been reimbursed to the Plan.

ARTICLE IX ADMINISTRATION

Section 9.01 Administrator's Duties. Subject to the City Council's reserved authority to amend or terminate the Plan, the Administrator has the sole authority to determine the benefit program structure and to administer and oversee the day to day operations of the Plan, including, but not limited to, the determination of plan design and benefit structure; direct the Trust or the City to make timely payment of benefit and administrative expenses incurred under the Plan; determine the Participant cost sharing requirements; satisfy all reporting and disclosure requirements; retain and procure all service providers, actuaries, insurers or other third party administrators necessary for the proper administration of the Plan; and fulfill all other Plan administrative functions as are not specifically assigned by contract to a Third Party Administrator. The City (through City Council) and/or Administrator, subject to the terms of the Plan, shall have full discretionary authority to interpret and decide all provisions of the Plan, including all questions regarding eligibility to participate in the Plan.

Section 9.02 Insurance Carrier's Duties. To the extent any benefits are provided through fully-insured arrangements, the insurance carrier of such arrangement shall have sole responsibility for interpreting and administering the insurance contract and for processing and paying benefit claims thereunder, and shall provide the Administrator with such information as

the Administrator may deem necessary to permit the timely filing of all reports required by law. The insurance carrier also shall provide to the Administrator, for distribution to Participants, the Benefit Guide or other description of benefits provided under the contract.

ARTICLE X **CLAIMS PROCEDURE**

Section 10.01 How to File a Claim. A claim for benefits under the Plan must be submitted in writing to the Administrator in accordance with procedures established by the Administrator as communicated in writing to Participants. The arbitration provisions set forth in Section 10.02 shall apply only if no claims procedures are set forth in the Benefit Guide or as required by an applicable collective bargaining agreement.

Section 10.02 Arbitration. Any dispute by Participants with the City as to the interpretation or application of the provisions of the Plan shall be determined exclusively by binding arbitration in Monroe, Michigan in accordance with the voluntary labor arbitration rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. All fees and expenses of such arbitration shall be paid equally by the City and Participant.

Section 10.03 General Claim Provisions. Notwithstanding anything to the contrary, the following provisions will apply to all benefit claims:

(a) **Finality of Decisions.** The City, Administrator or its claims administrator has full discretion in determining any matter regarding a claim for Benefits or other claims involving the Plan. The decision of the City, Administrator or claims administrator upon review of any claim is binding on a Participant, his or her heirs and assigns, and all other persons claiming by, through or under a Participant.

(b) **Limitation of Claims Procedure.** Subject to any shorter time periods required under a Benefits Guide, any initial claim under this claims procedure must be submitted within 12 months from the earlier of: (i) the date on which a Participant learned of facts sufficient to enable him/her to formulate such claim, or (ii) the date on which a Participant reasonably should have been expected to learn of facts sufficient to enable him/her to formulate such claim.

(c) **Limitation on Court Action.** Any suit brought to contest or set aside a decision of the claims administrator is to be filed in a court of competent jurisdiction within one year from the date of the receipt of written or electronic notice of the claims administrator's final decision. Service of legal process shall be made upon the Plan by service upon the agent for service of legal process or upon the claims administrator.

(d) **Legal Action.** No legal action to recover Plan benefits or to enforce or clarify rights under the Plan shall be commenced in court or arbitrated, whether or not statutory, until a Participant first exhausts the claims and review procedures available to him/her under the Plan.

(e) **Special Rulings.** In order to resolve problems concerning the Plan and to apply the Plan in unusual factual circumstances, the Administrator or Third Party Administrator acting

as the claims adjudicator may make special rulings. Such special rulings will be in writing on a form to be developed by the administrator. In making its rulings, the administrator may consult with other third party administrators, legal, accounting, investment, and other counsel or advisers. Once made, special rulings shall be applied uniformly, except that the administrator will not be bound by such rulings in future cases unless the factual situation of a particular case is identical to that involved in the special ruling. Special rulings shall be made in accordance with all applicable law and in accordance with the Plan. It is not intended that the special ruling procedure will be a frequently used device, but that it should be followed only in extraordinary situations. The administrator at all times will have the final decision as to whether resort will be made to this special ruling feature.

ARTICLE XI **TERMINATION OR AMENDMENT**

The City, by affirmative vote of the City Council, reserves and shall have the right at any time to terminate or amend the Plan, in whole or in part. The City has no obligation to continue the Plan or any benefit provided under the Plan, and a Participant's right to a benefit always is forfeitable. Notwithstanding the foregoing, any Plan or benefit termination or amendment shall not adversely affect any Participant's right under the Plan to benefits attributable to claims incurred prior to such termination or amendment.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

Section 12.01 Employment Relationship Not Affected. This Plan is neither an employment contract, nor is it consideration for, an inducement for, or a condition of the employment of any individual. Nothing in the Plan gives an Employee or a Participant the right to continued employment or limits the right of the City to discharge an Employee at any time, with or without cause.

Section 12.02 Governing Law. This Plan shall be construed, enforced and administered in accordance with the Code and laws of the State of Michigan. If any provision of the Plan is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the Plan.

Section 12.03 No Third Party Beneficiary; Assignment. The Plan is not intended to benefit any person other than a Participant. An Employee or Participant cannot assign or alienate (voluntarily or involuntarily) his/her rights under or interest in this Plan and every such attempt is void.

Section 12.04 Return of Dividends, Premiums or Reserves. Because the amount of employee or participant contributions is fixed each year and the City makes up the difference between those contributions and the costs of the Plan, any dividends, returned premiums, service fees or reserves, credited by a service provider or insurer are the property of the City.

Section 12.05 Tax Consequences. Neither the City nor the Plan makes any representations or warranties regarding the federal, state, local or other tax treatment of benefits provided pursuant to the Plan and a Participant shall have no rights against the City or the Plan if any tax consequences contemplated are not achieved. It is intended that benefits provided under the Plan shall not be considered deferred compensation and, thus, shall be exempt from Code Section 409A. The provisions of the Plan are to be construed accordingly. However, in no event shall the City or the Plan be responsible for any tax or penalty owed by a Participant with regard to benefit payments made under this Plan.

Section 12.06 Facility of Payment. If the Administrator determines that a Participant is incapable of receiving any benefits under the Plan that he/she is entitled to receive because the Participant is ill, or otherwise incapacitated, the Administrator may direct that payment be made on a Participant's behalf.

Section 12.07 Lost Distributees. If the Administrator is unable to locate a Participant when a benefit is due, the Participant's benefit will be deemed to be forfeited. Therefore, it is important that a Participant keep the Administrator informed of any changes to his/her current address.

Section 12.08 Right of Verification. If an Employee or a Participant omits or provides any false information with respect to the Plan or on a benefit claim form, such person may be disqualified from receiving benefits under the Plan. In addition, an Employee may be subject to disciplinary action and/or termination of employment.

ARTICLE XIII **HIPAA PRIVACY AND SECURITY AMENDMENT**

Section 13.01 Introduction. Members of the City's workforce may have access to the individually identifiable health information of Plan Participants (1) on behalf of the Plan itself and (2) on behalf of the City, as the plan sponsor, with respect to plan administrative functions.

The Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing privacy and security regulations (collectively referred to as "HIPAA") restrict the City's and Plan's ability to use and disclose certain health information known as "protected health information" ("PHI"). It is the City's policy that the Plan and the City will comply with HIPAA requirements.

Throughout this Article, various terms are used repeatedly. These terms have specific and definite meanings and generally have been capitalized throughout this Article. Whenever capitalized terms appear, they shall have the meanings specified in HIPAA.

Section 13.02 Protected Health Information (PHI). PHI includes information that the Plan creates or receives that relates to the past, present, or future health or medical condition of an individual that could be used to identify the individual. Electronic PHI is PHI that is transmitted by or maintained in electronic media (e.g. memory devices in computers, removable/transportable digital memory medium, etc..).

Section 13.03 Use and Disclosure of PHI. The Plan can use or disclose PHI only in a manner consistent with HIPAA, which generally is for purposes of Payment and Health Care Operations. Payment means activities to obtain and provide reimbursement for the health care provided to an individual, including determinations of eligibility and coverage under the Plan, and other health care utilization review activities. Health Care Operations means the support functions related to treatment and payment, such as quality assurance activities, case management, receiving and responding to patient complaints, physician reviews, compliance programs, audits, business planning, development, management, and administrative activities.

PHI also may be used or disclosed as specifically permitted by HIPAA, including the following examples:

- The Plan may share PHI with government or law enforcement agencies when required to do so or when required to in a court or other legal proceeding;
- The Plan may share PHI to obey Workers' Compensation laws; and
- The Plan may share PHI with the individual if the individual requests access to PHI as described below.

In other situations, the Plan will ask for the individual's written authorization before using or disclosing PHI.

Section 13.04 City Certification. The Plan may disclose PHI to the City (including certain members of the City's workforce) only to perform administrative functions on behalf of the Plan in a manner consistent with HIPAA requirements. In this regard, the City, by executing this plan document, hereby provides certification to the Plan that the City will appropriately safeguard and limit the use and disclosure of PHI that it receives from the Plan only to perform plan administration functions. Specifically, the City agrees to:

- use or further disclose PHI only as permitted by and consistent with this Plan Document and HIPAA;
- ensure that any agents, including a subcontractor, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to City with respect to such information;
- not use or disclose PHI for employment related actions and decisions or in connection with any other benefit or employee benefit plan;
- report to the Plan any use or disclosure of the PHI that is inconsistent with the uses or disclosures permitted by the HIPAA Rule of which it becomes aware;
- make available information in accordance with the HIPAA Rules regarding individual access to PHI;
- make available PHI for amendment in accordance with the HIPAA Rules;

- make available the information required under the HIPAA Rules to provide an accounting of non-routine disclosures to the individual;
- make internal practices, books, and records relating to PHI available to the Department of Health and Human Services for purposes of determining compliance as required by the HIPAA Rules;
- if feasible, return or destroy all PHI received from the Plan that City still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- ensure adequate separation between the Plan and City; and
- To the extent required by HIPAA, ensure compliance with the safeguard and other requirements specified under 45 CFR 164.105(a) relating to hybrid entities and the healthcare component of the Plan.

The City further agrees that if it creates, receives, maintains or transmits any electronic PHI on behalf of the Plan, it will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agree to implement reasonable and appropriate security measures to protect the information. The City will report to the appointed Security Official any security incident of which it becomes aware and it will implement reasonable and appropriate security measures for electronic PHI to ensure that the adequate separation provisions of Section 12.7 are satisfied.

Section 13.05 Workforce of the Plan. The Plan has designated a Privacy and Security Official – (please contact the Plan Administrator for the name and address of such official). The Privacy and Security Official is the privacy and security fiduciary responsible for the Plan’s compliance with the HIPAA Privacy and Security Rules. Compliance includes ensuring that appropriate administrative, physical and technical procedures and safeguards are in place to protect PHI and to reasonably and appropriately protect the integrity, confidentiality and availability of any electronic PHI that the City creates, receives, maintains or transmit on behalf of the Plan. This also includes ensuring that certain members of the City’s Workforce comply with, are trained in and appropriately handle PHI and electronic PHI under the HIPAA Privacy and Security Rules, and understand the sanctions for HIPAA violations.

Certain employees of the City whose duties include administrative and management functions on behalf of the Plan also are considered part of the Workforce of the Plan and thus privacy and security fiduciaries of the Plan. Their access to PHI is limited to the minimum necessary information needed to perform administrative functions on behalf of the Plan, including using or disclosing summary health information for the purpose of obtaining premium bids (including bids in connection with the placement of stop loss coverage) or making decisions to modify, amend or terminate the Plan, or enrollment or disenrollment information about participants.

Please contact the Privacy Official for a complete listing of the designated employees who serve as members of the workforce with access to PHI or electronic PHI.

Section 13.06 Adequate Separation between the Plan and City. The City shall allow access to PHI received from the Plan only to those employees who have been specifically designated by City as employees authorized to access PHI pursuant to the Plan's HIPAA Privacy and Security Policies and Procedures.

No other persons shall have access to PHI. These employees who have authorized access to PHI only shall use and disclose PHI to the extent necessary to perform the plan administration functions that City performs for the Plan. These employees generally may not use or disclose PHI for purposes of payment, operation or other administrative functions of the City's non-group health benefit plans (e.g. disability, life insurance, workers compensation, supplemental plans etc..) or of any other non-plan activity such as employment related decisions without individual authorization. The City will ensure that the adequate separation between the Plan and City is supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI.

Section 13.07 Violations of Privacy or Security Rules. If the City becomes aware of violations of these HIPAA privacy or security rules, it shall arrange for the HIPAA Privacy or Security Officer appointed by The City to consult with the person who has violated the privacy or security rules with respect to his or her obligations under the privacy or security rules. A person who violates these privacy or security rules may be subject to discipline up to and including discharge. The City also shall comply with any notice requirements regarding breach of Unsecured PHI, as set forth in the City's HIPAA Privacy and Security Policies and Procedures.

Section 13.08 Individual Rights. Participants can learn more about these HIPAA Privacy and Security laws or their legal rights regarding their medical information by reviewing a copy of the Plan's Notice of Privacy Practice that has been furnished to Participants and is available upon request by contacting the Administrator.

EXECUTION PAGE

In Witness Whereof, the City of Monroe, Michigan, through its City Mayor and Council, has caused this Plan to be restated effective as of January 1, 2013, and, hereby agrees to the provisions of this Plan.

**MAYOR OF THE CITY OF MONROE,
MICHIGAN**

Dated: _____, 2012

By: Robert E. Clark
Its: Mayor

**CITY COUNCIL OF MONROE,
MICHIGAN**

Dated: _____, 2012

By: Charles Evans
Its: Clerk/Treasurer for the City of
Monroe, Michigan

The Administrator, by signing below, hereby accepts the Plan and its positions, and agrees to all of the obligations, responsibilities and duties imposed upon the Administrator under this Plan

ADMINISTRATOR

Dated: _____, 2011

By: George Brown
Its: City Manager

APPENDIX A
TO THE
MONROE CITY
RETIREE HEALTH CARE PLAN

SCHEDULED BENEFITS FOR 2013

You should ask the Administrator for the most recent version of this Appendix A and the Benefits Guide that applies to your Retiree Group as the benefits described below and in such Benefits Guide change from time to time (e.g. the Administrator may increase the cost sharing requirements, including premiums, co-pays, coinsurance and/or deductible requirements). Please also review the main provisions of this Plan document.

(a) **Retiree Benefit Groups.** The benefit structure, coverage options and other cost sharing requirements for the retiree medical, prescription drug and dental benefits (including retiree premium/contribution share; deductibles; copays; coinsurance; out-of-pocket maximums; etc.) vary for different Retiree Groups depending on such Retiree's status as a non-union employee or union employee as of the retirement date, age at retirement, and/or date of retirement. As a result, the provisions set forth in this Plan document and in the applicable Benefits Guide will vary from one Retiree Group to another. The Employer will provide you with a copy of the Benefits Guide that pertains to your Retiree Group when you become a Participant. The Retiree Benefit Groups consist of the following main groups and then may have subsets within such groups depending on the retirement date of such Retiree:

- (1) **Non-Union Retiree Group**
- (2) **Teamsters Retiree Group**
- (3) **COMECA Unit I Retiree Group**
- (4) **COMECA Unit II Retiree Group**
- (5) **Command Officers Retiree Group**
- (6) **Firefighter Retiree Group**
- (7) **Police Officer Retiree Group**

(b) **Retiree Dental Benefits.** With respect to all Retirees (including non-union and union Retiree Groups regardless of the date of retirement), a Retiree and his/her covered Eligible Dependents are solely responsible to pay the entire cost for any dental coverage available and selected under the Plan. The Benefits Guide that is applicable to your Retiree Group will set forth the benefits and other cost-sharing requirements for such dental coverage and the Administrator will notify you during each annual enrollment period of the retiree premium/contribution cost for such coverage.

(c) **Retiree Medical and Prescription Benefits.** As mentioned above, the benefit structure, coverage options and other cost sharing requirements for the retiree medical and prescription drug benefits vary for different Retiree Groups depending on such Retiree's status as a non-union employee or union employee as of the retirement date, age at retirement, and/or date of retirement.

(1) For Union Retiree Groups – the terms of the Collective Bargaining Agreement in effect at the time of a Retiree's retirement shall set forth the benefit structure and cost sharing requirements (except as otherwise modified through mutual agreement between the City and respective union as permitted under the Collective Bargaining Agreement). The pertinent terms of such Collective Bargaining Agreements dealing with retiree health and dental benefits are incorporated by reference as part of this Plan document.

(2) For Non-Union Retiree Groups – the City retains the right to decide from year to year the benefit structure and cost sharing requirements available to existing and future Non-Union Retirees. The Administrator will furnish details regarding the benefit structure and cost sharing requirements in the annual enrollment materials and applicable Benefit Guide. The City also maintains an Administrative Policy for Retiree Health Care Benefit Structure and Cost Sharing Requirements ("Administrative Policy") which sets forth the benefit structure and cost for each Retiree Group, and any sub-set therein (based on retirement dates and grandfathering), which Policy explains the differences amongst the retiree groups and is incorporated by reference as part of this Plan document.

(d) **General Rules.** The following provisions apply to all Retiree Groups:

(1) The Administrator shall have the sole discretion to determine the monthly illustrated premium cost and any other retiree contribution cost for these purposes.

(2) The term "credited service" used for purposes of determining the retiree premium/contribution cost for any Retiree Group (as set forth in the annual enrollment materials of the Administrative Policy) shall have the same meaning ascribed under the City of Monroe Employees' Retirement Ordinance.

(3) Upon Medicare eligibility, the Participant is required to timely enroll in both Medicare Parts A and B and shall be moved to a Medicare Supplement or other similar type program of the Administrator's choosing. It is the Participant's sole responsibility to consult with the local Social Security office and obtain details regarding Medicare. Failure to timely enroll in Medicare Parts A and B shall cause the Participant to lose coverage under this Plan.

(4) The City generally will pay the same percentage share of the cost of such Medicare Supplemental and prescription drug benefits for Retirees and Eligible Dependents becoming entitled to Medicare as the City paid on the Retiree's behalf prior to Medicare eligibility. Retirees and/or Eligible Dependents shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension benefits. In the event that the Retiree's required contributions toward the premium exceeds the Retiree's monthly pension benefit payments under the Retirement System,

the Retiree and/or covered Eligible Dependent is responsible for submitting on a monthly basis the remaining balance. The City generally may decide to invoice the Retiree or his/her covered Eligible Dependent for such remaining balance of the necessary payments, but it is the Retiree's and Eligible Dependent's sole responsibility to ensure timely payment is made to the City. For the purposes of this provision, credited service shall be defined under the City of Monroe Employees' Retirement Ordinance.

(5) The City will terminate the retiree health care coverage under this Plan of a Retiree and/or his/her Eligible Dependents, if the Retiree or Eligible Dependent fails to timely pay all applicable monthly premiums within (30) days of the due date. A Retiree's or Eligible Dependent's failure to receive an invoice from the City does not constitute just cause for not making timely payments.

The City hereby expressly and unqualifiedly reserves the right to modify this Appendix A, change the cost sharing requirements and benefit structure under the Plan for the Retiree and his/her Eligible Dependents, or terminate the Plan.

**APPENDIX B
TO THE
MONROE CITY
RETIREE HEALTH CARE PLAN
MANDATORY CONTRIBUTIONS**

Mandatory Contributions During Active Employment (only required of those classes of Employees who may become eligible to participate in the Plan upon retirement):

Employee Classification	Amount of Mandatory Contribution (Percentage of annual Compensation)*	Effective Date of When Mandatory Contributions Began Under the Plan
Benefit Group Police Officers, Command Officers or Fire Fighters hired on or before June 30, 2008.	3.0% contribution (pre-taxed) of the average annualized base wages of all regular full-time employees.	January 1, 2013
Benefit Group Non-Union, Teamsters, COMEA Unit I, and COMEA Unit II	1.5% contribution (pre-taxed) of the average annualized base wages of all regular full-time employees and an additional 1.5% contribution for a total of 3.0% (pre-taxed).	1.5% - July 1, 2014; an additional 1.5% - December 31, 2014 for a total of 3.0%

* Annual Compensation means the average annualized base wages of all regular full-time Employees of the City, which amount shall be calculated based upon the wages paid on June 30th of each year. Once this amount is determined for the 12-month period beginning on a June 30, it shall not be adjusted until the next following June 30. The employee's contribution shall be paid through automatic payroll withholdings in 26 equal biweekly increments during the 12-month period commencing July 1 extending through and including the following June 30. If the Employee quits or leaves City employment for any reason and is ineligible for retiree health care benefits, the Employee shall be refunded the amount he contributed to the Retiree Health Care Fund. Interest will be credited in the same manner as Mandatory Contributions to the pension fund.

TO THE EXTENT THAT THESE APPENDICES CONTRADICTS THE TERMS OF A VALID COLLECTIVE BARGAINING AGREEMENT, THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENT SHALL CONTROL FOR THAT UNIT OF EMPLOYEES.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2010-11 WATER MAIN REPLACEMENT PROGRAM GROUP 2 – FINAL SETTLEMENT OF PAY QUANTITIES

DISCUSSION: C & D Hughes, Inc. of Charlotte, Michigan has been awarded various contracts totaling over \$10 million from the City of Monroe between 2009 and 2011 for a range of roadway and utility work. While we previously reached final agreement on the pay quantities and extra items for all of the remaining contracts, we have still been reviewing a few remaining quantity discrepancies on the largest of these, the 2010-11 Water Main Replacement Program. Two (2) of these other contracts, the 2011 Curb Replacement and Resurfacing Program, and the Gee Drive and Glendale Court Utility Replacement and Paving, are still open pending resolution of final paperwork with approximately \$33,000 total being held in retainage until all of our requirements are met.

At the September 17, 2012 City Council meeting, an intermediate settlement of most extra item claims and quantities was presented and approved, raising the total value of the contract to \$2,864,909.73. As a part of this settlement, the Engineering Department agreed to leave open ten (10) items for further review, while C & D Hughes committed to the remaining pay items. We have now reached agreement with C & D Hughes on the remaining items, representing an additional \$21,540.00 in compensation for two different pay items as delineated in the attached Change Order 7. As detailed in the attached document, the City is also holding \$34,000 in retainage pending submission of waivers of liens and resolution of one damage claim.

IT IS RECOMMENDED that the City Council authorize an increase in the total contract award for the 2010-11 Water Main Replacement Program – Group 2 to C & D Hughes, Inc. of \$21,540.00 to a total of \$2,864,909.73, according to the terms and conditions detailed in the attached Change Order 7. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute the change order on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST:

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering and Public Services Department, Water Department

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$2,864,909.73*
	Cost of This Project Approval	\$21,540.00**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes all previous City Council authorizations for this project (\$2,843,369.73), plus the additional costs in the proposed Change Order 7 (\$21,540.00).

**Differential costs between previous authorizations and final proposed settlement offer.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Water Main Replacement	591-40.538-972.000 11W01	\$21,540.00

Other Funds

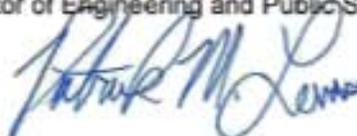
Budget Approval: 

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

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: December 17, 2012



CHANGE ORDER

Date: December 7, 2012	No: 7
Project: GROUP 2 - 2010-11 WATER MAIN REPLACEMENT PROGRAM	
Contractor: C & D Hughes, Inc., 3097 Lansing Road, Charlotte, Michigan 48813	
Contract for: SAME	Contract Date: 10/20/10

TO: C & D HUGHES, INC., 3097 LANSING ROAD, CHARLOTTE, MICHIGAN 48813
 (Contractor)

You are directed to make the changes noted below in the subject Contract:

CITY OF MONROE
 Owner

By Bradley K. Smith, Engineering Technician

Final Balancing Change Order, Includes all pay quantities on attached spreadsheet (total \$2,864,909.73), including \$2,843,369.73 in previously-authorized items in Change Order 6, plus payment for new item 168 (F & I 10" Solid Sleeve at \$3,000 - one unit), and 123.6 additional tons of F & I 36A Bituminous Hand Patching (Item 66). **This final balancing change order includes resolution of all outstanding pay item claims and outstanding extra items, including those previously delineated in Item #4 of C & D Hughes letter to City dated September 12, 2012.** City of Monroe acknowledges completion of all outstanding punch list items, except for documentation of insurance claim settlement related to damage to brick sidewalk at 316 East Elm Avenue. Payment for the sum of \$21,540 shall be made at the first regular City Council meeting following required Council approval of this Change Order, with the retainage of \$34,000 released only upon satisfaction of all final payment requirements contained within the contract.

These changes result in the following adjustment of Contract Price & Contract Time:

Contract price prior to this change order	\$2,843,369.73
Net (Increase) (decrease) resulting from this change order	\$ 21,540.00
Current contract price including this change order	\$2,864,909.73
Contract time prior to this change order	Days or Date: 10/01/12
Net (increase)(decrease) resulting from this change order	Days: N/A
Current contract time including this change order	Days or Date: 10/01/12

Above Changes Are Approved:

CITY OF MONROE

By: _____
 City Engineer

Date _____, 20__

Above Changes are Accepted:

C & D Hughes, Inc.
 Contractor

By: Cheryl L Hughes

Date December 12, 2012

2010-11 WATER MAIN REPLACEMENT PROGRAM
GROUP 2

2010-11 WATER MAIN REPLACEMENT PROGRAM - TOTALS - REVERSED 12/9/12						
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	PLACEMENT QUANTITIES	COST
1	R & D PAVEMENT & APPROACH	1304.5	SYD	\$ 5.00	3503.0	\$ 17,019.50
2	R & D SPOT CURB	124.1	LFT	\$ 6.00	124.1	\$ 734.40
3	R & D CURB & GUTTER	0.0	LFT	\$ 6.00	191.0	\$ 1,146.00
4	R & D T CURB & GUTTER	0.0	LFT		0.0	-
5	R & D SIDEWALK	1377.5	SFT	\$ 1.00	53410.3	\$ 53,410.30
6	R & D EXIST'G VALVE BOX	0.0	EA	\$ 250.00	33.0	\$ 8,250.00
7	R & D EXIST'G BEND	0.0	EA	\$ 500.00	4.0	\$ 2,000.00
8	R & D EXIST'G 24" DIA W/LET INSULATED RAS EXIST'G	0.0	EA		0.0	-
9	ABANDON EXIST'G VALVE MANHOLE	4.0	EA	\$ 500.00	10.0	\$ 5,000.00
10	R & S EXIST'G HYD BRANCH, HYDRANT, VALVE & VALVE	10.0	EA	\$ 350.00	42.0	\$ 14,700.00
11	R & D EXIST'G 4" DIA. W.M.	20.0	LFT	\$ 25.00	12.0	\$ 300.00
12	R & D EXIST'G 6" DIA. W.M.	88.0	LFT	\$ 25.00	343.0	\$ 8,075.00
13	R & D EXIST'G 12" DIA. W.M.	4.0	LFT	\$ 25.00	54.3	\$ 1,357.50
14	R & D EXIST'G 24" DIA. W.M.	0.0	LFT	\$ 50.00	20.0	\$ 1,000.00
15	R & D EXIST'G REDUCER	0.0	EA		0.0	-
16	R & D EXIST'G ROCK	64.8	CYD	\$ 60.00	67.1	\$ 3,255.00
17	CUT & CAP EXIST'G 4" W.M.	3.0	EA	\$ 500.00	6.0	\$ 3,000.00
18	CUT & CAP EXIST'G 6" W.M.	3.0	EA	\$ 500.00	18.0	\$ 9,000.00
19	CUT & CAP EXIST'G 8" W.M.	1.0	EA	\$ 500.00	6.0	\$ 3,000.00
20	F & I 18" PVC C-900 WATER MAIN	1952.0	LFT	\$ 96.00	15136.0	\$ 544,896.00
21	F & I 18" D.I. CL. 62 POLYWRAPPED WATER MAIN	2016.3	LFT	\$ 46.00	4927.4	\$ 226,432.40
22	F & I 18" D.I. CL52 POLYWRAPPED W.M. IN 20" DIA STEEL	0.0	LFT	\$ 25.00	44.0	\$ 1,100.00
23	F & I 20" DIA STEEL CASING JACKED & BORED	0.0	LFT	\$ 200.00	44.0	\$ 8,800.00
24	F & I 12" D.I. CL. 52 POLYWRAPPED WATER MAIN	12.0	LFT	\$ 80.00	124.3	\$ 9,942.00
25	F & I 20" D.I. CL. 52 POLYWRAPPED WATER MAIN	0.0	LFT	\$ 140.00	215.0	\$ 30,100.00
26	F & I 20" D.I. CL. 52 POLYWRAPPED DIRECTIONAL BORE	0.0	LFT	\$ 162.00	840.0	\$ 115,440.00
27	F & I 24" D.I. CL. 52 POLYWRAPPED WATER MAIN	0.0	LFT	\$ 400.00	17.0	\$ 6,800.00
28	F & I 18" GATE VALVE & BOX	13.0	EA	\$ 1,200.00	60.0	\$ 69,600.00
29	F & I 12" GATE VALVE & BOX	0.0	EA	\$ 2,400.00	0.0	\$ 0.00
30	F & I 20" GATE VALVE & BOX	0.0	EA	\$ 12,000.00	1.0	\$ 12,000.00
31	F & I CL.CSB SETTING HYD BRANCH COMPLETE	0.0	EA	\$ 2,600.00	13.0	\$ 33,800.00
32	F & I STANDARD SETTING HYD BRANCH COMPLETE	11.0	EA	\$ 2,600.00	49.0	\$ 127,200.00
33	F & I 8"x8"x6" D.I. TEE	11.0	EA	\$ 400.00	64.0	\$ 25,600.00
34	F & I 8"x8"x4" D.I. TEE	0.0	EA	\$ 400.00	20.0	\$ 8,000.00
35	F & I 12"x 12"x 8" STAINLESS STEEL TAPPING SLEEVE	0.0	EA	\$ -	0.0	\$ -
36	F & I 14"x 14"x 8" STAINLESS STEEL TAPPING SLEEVE	0.0	EA	\$ 4,000.00	2.0	\$ 8,000.00
37	F & I 42"x 42"x 20" STAINLESS STEEL TAPPING SLEEVE	0.0	EA	\$ 26,000.00	1.0	\$ 26,000.00
38	F & I 8"x8"x6"x6" D.I. CROSS	3.0	EA	\$ 1,500.00	3.0	\$ 4,500.00
39	F & I 12"x12"x20"x20" D.I. CROSS	0.0	EA	\$ 4,000.00	1.0	\$ 4,000.00
40	F & I 8" 90° D.I. BEND AND THRUST BLOCK	1.0	EA	\$ 500.00	6.0	\$ 3,000.00
41	F & I 8" 45° D.I. BEND AND THRUST BLOCK	26.0	EA	\$ 300.00	63.0	\$ 24,900.00
42	F & I 8" 22-1/2° D.I. BEND AND THRUST BLOCK	0.0	EA	\$ 500.00	0.0	\$ 0.00
43	F & I 20" 22-1/2° D.I. BEND AND THRUST BLOCK	0.0	EA	\$ 2,500.00	4.0	\$ 10,000.00
44	F & I 24" 45° D.I. BEND AND THRUST BLOCK	0.0	EA	\$ 4,000.00	4.0	\$ 16,000.00
45	F & I 6" D.I. SOLID SLEEVE	2.0	EA	\$ 3,000.00	10.0	\$ 30,000.00
46	F & I 8" D.I. SOLID SLEEVE	3.0	EA	\$ 3,000.00	37.0	\$ 111,000.00
47	F & I 12" D.I. SOLID SLEEVE	1.0	EA	\$ 3,000.00	5.0	\$ 15,000.00
48	F & I 8" to 6" D.I. REDUCER	3.0	EA	\$ 450.00	21.0	\$ 8,400.00
49	F & I 8" DIA. D.I. CAP	0.0	EA	\$ 450.00	0.0	\$ -
50	F & I 20" DIA. D.I. CAP & THRUST BLOCK	0.0	EA	\$ 1,500.00	1.0	\$ 1,500.00
51	F & I 24" DIA. W/LET INST. BLVD DRAIN STR. CSTG & CWR	0.0	EA		0.0	\$ -
52	RECONNECT WATER SERVICE SHORT SIDE, COMPLETE	20.0	EA	\$ 500.00	60.0	\$ 34,500.00
53	RECONNECT WATER SERVICE LONG SIDE, COMPLETE	0.0	EA	\$ 1,200.00	15.0	\$ 18,000.00
54	REPLACE WATER SERVICE SHORT SIDE, COMPLETE	24.0	EA	\$ 650.00	157.0	\$ 94,200.00
55	REPLACE (BORE) WATER SERVICE SHORT SIDE	0.0	EA	\$ 2,500.00	24.0	\$ 60,000.00
56	REPLACE (BORE) WATER SERVICE LONG SIDE	7.0	EA	\$ 950.00	76.0	\$ 66,450.00
57	F & I 2" TEMPORARY BLOW-OFF	3.0	EA	\$ 500.00	18.0	\$ 9,000.00
58	F & I 1" CHLORINATION TAP	3.0	EA	\$ 250.00	17.0	\$ 4,250.00
59	F & I 4" CONCRETE SIDEWALK	4769.5	SFT	\$ 2.50	36546.0	\$ 92,365.00
60	F & I 4" ADA CONCRETE SIDEWALK	411.6	SFT	\$ 8.00	4995.0	\$ 37,512.00
61	F & I 8" CONC. PAVEMENT	361.3	SYD	\$ 30.00	5354.6	\$ 160,644.00
62	F & I 8" CONC. PAWT w/ INTEGRAL CURB & GUTTER	0.0	SYD	\$ 50.00	34.0	\$ 1,700.00
63	F & I SPOT CURB	124.1	LFT	\$ 20.00	1391.5	\$ 27,830.00
64	F & I 2" CURB & GUTTER	0.0	LFT		0.0	-
65	F & I MOUNTABLE CURB & GUTTER	0.0	LFT		0.0	-
66	F & I 3MA RT. HAND PATCH	187.8	TON	\$ 180.00	183.8	\$ 33,585.00
67	F & I CONTROL DENSITY BACKFILL	1029.5	CYD	\$ 70.00	2320.0	\$ 232,430.00
68	F & I 8" 21-A MOOT STONE (DRIVEWAYS)	0.0	SYD	\$ 15.00	64.0	\$ 960.00
69	MAINTAIN WATER MAINSERVICE TRENCH - DIV. A	0.0	LS		0.0	\$ -
70	MAINTAIN WATER MAINSERVICE TRENCH - DIV. B	0.0	LS		0.0	\$ -
71	MAINTAIN WATER MAINSERVICE TRENCH - DIV. C	0.0	LS		0.0	\$ -
72	MAINTAIN WATER MAINSERVICE TRENCH - DIV. D	0.0	LS		0.0	\$ -
73	MAINTAIN WATER MAINSERVICE TRENCH - DIV. E	0.0	LS	\$ 1.00	1.0	\$ 1.00
74	MAINTAIN WATER MAINSERVICE TRENCH - DIV. G	0.0	LS	\$ 1.00	1.0	\$ 1.00
75	MAINTAIN WATER MAINSERVICE TRENCH - DIV. H	0.0	LS	\$ 1.00	1.0	\$ 1.00
76	MAINTAIN WATER MAINSERVICE TRENCH - DIV. J	0.0	LS	\$ 1.00	1.0	\$ 1.00
77	TRAFFIC CONTROL - DIV. A	0.0	LS		0.0	\$ -
78	SITE RESTORATION - DIV. A	0.0	LS		0.0	\$ -
79	TRAFFIC CONTROL - DIV. B	0.0	LS		0.0	\$ -
80	SITE RESTORATION - DIV. B	0.0	LS		0.0	\$ -
81	TRAFFIC CONTROL - DIV. C	0.0	LS		0.0	\$ -
82	SITE RESTORATION - DIV. C	0.0	LS		0.0	\$ -
83	TRAFFIC CONTROL - DIV. D	0.0	LS		0.0	\$ -
84	SITE RESTORATION - DIV. D	0.0	LS		0.0	\$ -
85	TRAFFIC CONTROL - DIV. E	0.0	LS	\$ 1.00	1.0	\$ 1.00
86	SITE RESTORATION - DIV. E	0.0	LS	\$ 1.00	1.0	\$ 1.00
87	TRAFFIC CONTROL - DIV. G	0.0	LS	\$ 1.00	1.0	\$ 1.00
88	SITE RESTORATION - DIV. G	0.0	LS	\$ 1.00	1.0	\$ 1.00
89	TRAFFIC CONTROL - DIV. H	0.0	LS	\$ 1.00	1.0	\$ 1.00
90	SITE RESTORATION - DIV. H	0.0	LS	\$ 1.00	1.0	\$ 1.00
91	TRAFFIC CONTROL - DIV. J	0.0	LS	\$ 1.00	1.0	\$ 1.00
92	SITE RESTORATION - DIV. J	0.0	LS	\$ 1.00	1.0	\$ 1.00

PROCLAMATION

- WHEREAS,** it is an honor and privilege that the Mayor and City Council have been given this opportunity to pay tribute to St. Mary Catholic Central High School's Volleyball Team; and
- WHEREAS,** on November 17, 2012, SMCC's Volleyball Team made history once again by capturing the school's fourth state championship in volleyball by defeating Traverse City St. Francis 25-14, 24-26, 25-10, 25-9 in the Class C state championship game in Battle Creek; and
- WHEREAS,** the SMCC Kestrels also earned state titles in 2003, 2007, and 2010; and
- WHEREAS,** Coach Tuller and Assistant Coach Linster have instilled in their players the importance of teamwork, discipline, dedication and sportsmanship; and
- WHEREAS,** the lady Kestrels Team members are: Hannah Johnson, Hannah Bohland, Alexis Thompson, Clare McMillan, McKenzie Todd, Kelsey Geiman, Lauren Patterson, Haley Borg, Megan Nieszala, Kate Geiman, Annmarie Pizzo, Cassandra Haut, Taylor Vuich, Laura Sowatsky, Managers Elizabeth Monarch and Maria Theisen, Assistant Gretchen Horning, and Coaches Tuller and Linster; and
- WHEREAS,** the team's record for the season was 49-5, they earned All-State Academic honors with a team GPA of 3.47 and had one individual make All State All Academic with a GPA of 4.66; and
- WHEREAS,** the lady Kestrels played the game like true champions and represented the City of Monroe with excellent team spirit and exemplary sportsmanship.

NOW, THEREFORE, I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim December 17, 2012, as "**ST. MARY CATHOLIC CENTRAL HIGH SCHOOL VOLLEYBALL TEAM DAY**" in Monroe, and we commend the team and coaches, as well as the parents and families members, for their support and encouragement of these fine young athletes and we congratulate them on their outstanding achievement

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 17th day of December 2012.

Council Members:

Robert E. Clark, Mayor

Jeffery A. Hensley, Precinct 1

Jerry McKart, Precinct 2

Christopher M. Bica, Precinct 3

Jeremy J. Molenda, Precinct 4

James R. Kansier, Precinct 5

Brian P. Beneteau, Precinct 6