RULE OF THE CHAMBER

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

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

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

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

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

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

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

AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 17, 2008
7:30 P.M.
AMENDED

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Andrea Jones, Director of Monroe Mainstreet, of the new website.

V. PUBLIC HEARINGS.

275 Public hearing for the purpose of review and hearing comments on an application for Obsolete Property Rehabilitation Tax exemption Certificate pursuant to Public Act 146 of 2000, as amended, from G. Martin & Son, LLC for improvements proposed to be made at 43 South Monroe Street. There are no comments on file in writing in the Clerk-Treasurer's Office.

VI. COUNCIL ACTION.

274 Communication from the Department of Engineering and Public Services, submitting Proposed Ordinance No. 08-017, an Ordinance to amend Section 1060.15 of the Codified Ordinance "Use of DPS Dumpster".

Proposed Ordinance No. 08-017 up for its first reading and recommending that the public hearing be set for December 1, 2008 at 7:30 p.m. in the City Council Chambers.

285 Communication from the Department of Engineering and Public Services, submitting a Proposed Ordinance No. 08-018, an Ordinance to amend Section 1020.04, Removal of Snow, Ice, Filth, and Dirt From Sidewalks.

Proposed Ordinance No. 08-018 up for its first reading and recommending that the public hearing be set for December 1, 2008 at 7:30 p.m. in the City Council Chambers.

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

A. Approval of the Amended Minutes of the Special Meeting held on October 27, 2008 and the Minutes of the Regular Meeting held on Monday, November 3, 2008.

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

275 Obsolete Property Rehabilitation Certificate Application – 43 S. Monroe Street.

1. Communication from the Interim Director of Planning and Recreation, submitting an Application for Obsolete Property rehabilitation Tax Exemption from G. Martin & Son, LLC for improvements proposed to be made at 43 South Monroe Street and recommending that Council approve the request in accordance with the recommendation of the EDRC, in the form of the attached resolution and authorize staff to forward the application to the State Tax Commission for their review and action, following a public hearing, at its November 17, 2008 meeting.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

276 Health Savings account Service Agreement.

1. Communication from the Finance Director, submitting a service agreement with Fifth Third Bank as the provider for a health savings account (HSA) in conjunction with a high deductible health plan (HDHP) as one of the options that may be selected as the health insurance benefit provided beginning January 1, 2009 to Fire union and non-union employees and recommending that council approve the HSA services agreement with Fifth Third Bank and authorize the Finance Director to sign it on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

277 Appointments.

1. Communication from the Mayor's Office submitting a proposed resolution for appointments to various City Boards and Commissions, and recommending the proposed Resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

278 City of Monroe contribution to the Fitness Initiative Grant for the Fire Department.

1. Communication from the Fire Chief, reporting back on a grant received for the Firefighter Fitness Initiative in FY 2008, that the City of Monroe's contribution was 10%, $4,894.00 as matching funds, and recommended that Council approve the transfer of $4,894 budgeted in the 2008 Fire Department budget to the 2009 budget to cover the cost of the match on the Fitness Initiative Program grant.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

279 Replacement of the breathing air fill station and compressor at the Fire Department.

1. Communication from the Fire Chief, reporting back on bids received for the replacement of the breathing air fill station and compressor and recommending that the bid be awarded to BAS of Jackson, Michigan, for the amount of $32,324.00 as they provided the only bid that met the specifications requested.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

280 First Presbyterian Church Banner Request.

1. Communication from the City Manager Office, reporting back on a request from the First Presbyterian Church to display a banner across Monroe Street from September 7 – October 3, 2009 announcing the church's charity bed race to aid children on October 18, 2009, and recommending approval of the request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

281 Wastewater Sewer System Improvements.

1. Communication from Director of Water and Wastewater Utilities, reporting back on data collected from the URS Corporation to complete the Flow Monitoring Study and Sewer System Evaluation Survey to meet the approved MDEQ work plans and schedule and recommending that a purchase order be awarded to the URS Corporation for Engineering Services in the amount of $194,000.00 for the SSES and Flow Monitoring Study on the Wastewater System Improvements project as outlined in the attached proposal.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

282 2008 Concrete Paving Program Change Order.

1. Communication from Director of Engineering and Public Services, submitting a Change Order to Dominic Gaglio Construction, Inc., for the reconstruction of the above four (4) projects in the amount of $44,500, which includes 10% in Engineering and Contingencies and recommending that Council award a Change Order to the 2007/2008 Concrete Paving Program to Dominic Gaglio Construction, Inc. and further recommending that the City Engineer be authorized to sign the change order on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

283 2008 Water Main Rehabilitation Program.

1. Communication from Director of Engineering and Public Services, submitting a request for an extension of the original contract award to Arcadis U.S. Inc., to finish the construction season and recommending that an additional purchase order in the amount of $20,000 be awarded to Arcadis U.S., Inc., for inspection on the 2008 Water Main Rehabilitation Program and further recommending that the Director of Engineering and Public Services be authorized to issue the purchase order on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

284 Sale of Surplus Vehicles.

1. Communication from Director of Engineering and Public Services, reporting back on bids received for surplus vehicles not being used and recommending that Council dispose of the property delineated on the attached bid tabulation sheet to the bidders listed therein, in the amounts shown, and further recommending that the Director of Engineering and Public Services and/or his designee be authorized to perform any transactions necessary to complete these sales..
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

VIII. MAYORS COMMENTS.

VIII. CITY MANAGERS COMMUNICATION.

IX. COUNCIL COMMENTS.

XI. CITIZEN COMMENTS.

XII. ADJOURNMENT.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: ORDINANCE 08-XXX. AN ORDINANCE TO AMEND SECTION 1060.15 OF THE CODIFIED ORDINANCES "USE OF DPS DUMPSTER"

DISCUSSION: Ordinance 1060.15 contains the regulations for disposal of materials that are not a part of curbside trash collection into a dumpster maintained at the Department of Public Services facility on Jones Avenue. The present Ordinance specifies fees to be set by City Council Resolution. The present fee structure has been in place for over ten (10) years and the costs for disposal are exceeding the revenue received. In evaluating the fee structure staff feels that it is most appropriate to amend the Ordinance so that the City Manager, in consultation with Department of Public Services staff, is authorized to establish the fees for disposal of eligible refuse items, thus not requiring formal Council action to change the fees charged.

A longstanding informal policy permitting City employees and retirees to utilize the DPS dumpster at no cost has been discontinued. This Ordinance amendment makes no provision for nonresident City employees or retirees to utilize the DPS dumpster.

IT IS RECOMMENDED that Ordinance 08-XXX, an ordinance to amend 1060.15, be placed on the floor for its first reading on November 17, 2008 and that the public hearing on the ordinance be scheduled for December 1, 2008 at 7:30 PM in the City Council Chambers.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: Earliest convenience.

REASON FOR DEADLINE: Disposal costs are exceeding dumping fees received.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Public Services

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Scott Davidson, Coordinator of Public Services **DATE:** 11/12/08

REVIEWED BY: Patrick M. Lewis, Director of Engineering and Public Services **DATE:** 11/12/08

COUNCIL MEETING DATE: 11/17/08

ORDINANCE 08-017

An Ordinance to amend Section 1060.15, Use of DPD Dumpster, of the Codified Ordinances of the City of Monroe.

THE CITY OF MONROE ORDAINS:

SECTION 1. AMENDMENT OF SECTION 1060.15 OF THE CODIFIED ORDINANCES.

Section 1060.15 shall be amended to read as follows:

1060.15 USE OF DPS DUMPSTER.

(a) **Materials Accepted for Deposit in DPS Dumpster**.

(1) Brush, trees and tree limbs over four (4) inches in diameter.

(2~~1~~) Building construction materials with evidence of proper building permit(s) where appropriate ~~and brush will be accepted for deposit in the DPS dumpster or other designated area~~.

(3~~2~~) The definition of building construction materials does not include any of the following: any items included in normal curb side refuse collection; furniture, appliances, rubbish or garbage ~~household items~~, oils, solvents, tars, accelerants or mechanical/automotive parts or equipment ~~mechanical equipment and automotive parts~~.

(b) **Fee Schedule.** The City Manager, in consultation with the Director of Public Services, shall develop a reasonable fee schedule for the usage of the DPS dumpster~~, subject to the approval of City Council by resolution~~.

(c) **Nonresident Use Prohibited.**

(1) Use of the DPS dumpster shall be limited to residents and/or property owners of the City of Monroe. Proper identification, in the form of a State of Michigan driver's

license, an identification card or other such adequate identification shall be required prior to use of the DPS dumpster.

(2) No person shall knowingly assist a nonresident in the putting, placing, depositing or dumping of any construction materials or brush, or waste material of any kind, in the DPS dumpster.

(d) **Authority of the City Manager to Regulate the Use of the DPS Dumpster.**

(1) The City Manager, in consultation with the Director of Public Services, shall develop reasonable rules and regulations for the use of the DPS dumpster~~, subject to the approval of City Council by resolution. Said rules and regulations shall be approved by City Council prior to their implementation~~.

(2) The Director of Public Services shall require any person(s) using the DPS dumpster to furnish proof of City residency or property ownership and a copy of a building permit if appropriate. ~~complete an application. Said application shall, at a minimum, contain the following information: the name, address, Michigan driver's license number or personal identification number, and social security number, of the resident,~~ Additionally a complete description, including ~~and the~~ quantity of the material for the dumpster, and any other information necessary in the judgment of the Director of Public Services may be required.

(e) **Posting and Publicizing of Rules and Regulations.** ~~(1)~~ Copies of this section and all rules and regulations relating to the use of the DPS dumpster shall be kept on file in the office of the Director of Public Services and available for distribution to the public during regular business hours.

~~(2) The Director of Public Services shall post a copy of all rules and regulations relating to the use of the DPS dumpster in a location accessible to public view and in reasonable proximity to the DPS dumpster.~~

(f) **Littering on Public Property Prohibited.** No person, without the consent of the Director of Public Services or his or her duly authorized representative, shall knowingly dump, place, deposit, throw, put or leave, or cause the dumping, placing, depositing, throwing, putting or leaving of, any litter on any public property other than property designated and set aside for such purposes in this section.

(g) **Hazardous Materials Prohibited.** No person shall knowingly dump, place, deposit, throw, put or leave, or cause the dumping, placing, depositing, throwing, putting or leaving of, any material designated as hazardous by state and/or federal law or regulations, in the DPS dumpster.

(h) **Right of Inspection and Rejection of Material.** The Director of Public Services reserves to himself or herself or to his or her duly authorized representative the right to inspect and examine any and all materials brought onto City property for deposit in the DPS dumpster. The Director of Public Services or his or her duly authorized representative shall have the right to reject any and all materials.

Section 2. Severability.

The various parts, portions, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 3. Repealer.

Any other ordinance or provision of any ordinance which conflicts with the terms of this ordinance is hereby repealed..

Section 4. Effective Date.

This Ordinance shall become effective 20 days after its passage and publication.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Obsolete Property Rehabilitation Certificate Application – 43 S. Monroe Street

DISCUSSION:
On September 24, 2008, the City Clerk/Treasurer received an Application for Obsolete Property Rehabilitation Tax Exemption from G. Martin & Son, LLC for improvements proposed to be made at 43 South Monroe Street. As is indicated on the application, the request is for an Obsolete Property Rehabilitation Tax Exemption for $625,240 in property improvements for a period of twelve (12) years.

On October 20, 2008, the Economic Development Review Committee (EDRC) met to review and made a recommendation on the original application. Following discussion on the request, the EDRC moved to recommend that City Council consider a twelve (12) year abatement on the property improvements as requested. (Please see attached Draft EDRC meeting minutes.)

On November 7, 2008, Planning distributed notice of the Public Hearing to the affected Taxing Jurisdictions, the City Assessor, the City Clerk/Treasurer and the applicant. A general public hearing notice was also published in the November 7th edition of the *Monroe Evening News*.

It is recommended that the City Council approve the request in accordance with the recommendation of the EDRC, in the form of the attached resolution and authorize staff to forward the application to the State Tax Commission for their review and action, following a public hearing, at its November 17, 2008 meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: G. Martin & Son, LLC - applicant

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Planning, Assessor, EDRC, DDA

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, Planner **DATE:** 11-10-08

REVIEWED BY: Jeffrey Green, AICP, Director of Planning and Recreation **DATE:** 11-10-08

COUNCIL MEETING DATE: November 17, 2008

RESOLUTION #08-XXX

WHEREAS, an application for Obsolete Property Rehabilitation Exemption Certificate, pursuant to Act No. 146 of the Public Acts of 2000, as amended, was filed by G. Martin & Son, LLC for the property located at 43 South Monroe Street, Monroe, Michigan, within a designated Obsolete Property Rehabilitation District more particularly described in Exhibit A, on September 24, 2008; and

WHEREAS, the application was reviewed and recommended for approval by the City of Monroe Economic Development Review Committee, a Public Hearing was set and held on November 17, 2008 for property owners, taxpayers, the City Assessor, the applicant and representatives of the affected taxing units on the granting of an Obsolete Property Rehabilitation Exemption Certificate for G. Martin & Son, LLC and no objections were filed; and

WHEREAS, the City of Monroe is designated a Qualified Governmental Unit as listed in Act No. 146 of the Public Acts of 2000; and

WHEREAS, an Obsolete Property Rehabilitation District was legally established on March 5, 2001, after a Public Hearing was conducted on the same date; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under P.A. 146 of 2000 and under P.A. 198 of 1974 exceeds 5% of the total taxable value of the unit; and

WHEREAS, if 5% of the total taxable value of the unit is exceeded, it will not substantially impede the operation of the City of Monroe or impair the financial soundness of an affected taxing unit; and

WHEREAS, the applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

WHEREAS, commencement of rehabilitation did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility with the meaning of Public Act 146 of 2000 and it is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Unit of Government by the applicant; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate have the reasonable likelihood to, increase commercial activity, retain employment and revitalize an urban area; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Monroe hereby approves the application of G. Martin & Son, LLC, dated September 24, 2008 for an Obsolete Property Rehabilitation Exemption Certificate for property located at 43 South Monroe Street, Monroe, Michigan and more particularly described in Exhibit A, which is attached hereto and made a part hereof, for the sum of one hundred eighty-three seven hundred ($625,240) dollars for a period of twelve (12) years and subject to the following conditions:

1. That G. Martin & Son, LLC shall invest a sum not less than one hundred eighty-three thousand seven hundred ($625,240) dollars for certain property improvements to be located at 43 South Monroe Street, which is more particularly identified in its Application for Obsolete Property Rehabilitation Exemption Certificate dated September 24, 2008;

2. That it is understood by and between the parties that the City of Monroe shall withdraw the abatement if G. Martin & Son, LLC fails to complete the improvements at the specified location; and

BE IT FURTHER RESOLVED, that the City of Monroe hereby states being fully advised that the granting of this Obsolete Property Rehabilitation Exemption Certificate to G. Martin & Son, LLC for the property located at 43 South Monroe Street, Monroe, Michigan, and more particularly described in Exhibit A, shall not have the effect of substantially impeding the operation of the City of Monroe or impairing the financial soundness of a taxing unit which levies ad valorem taxes in the City of Monroe.

EXHIBIT A

(Please see attachment)

Michigan Department of Treasury
3674 (Rev. 5-06)

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by P.A. 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b)General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) G. Martin & Son, LLC		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP code) 43 South Monroe Street, Monroe, Michigan 48161		
Location of obsolete facility (No. and street, City, State, ZIP Code) 43 South Monroe Street, Monroe, Michigan 48161		
City, Township, Village (indicate which) City of Monroe	County Monroe	
Date of Commencement of Rehabilitation (mm/dd/yyyy) 11/1/2008	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 8/1/2010	School District where facility is located (include school code) Monroe - 58010
Estimated Cost of Rehabilitation $625,240.00	Number of years exemption requested 12 (Twelve)	Attach Legal description of Obsolete Property on separate sheet

Expected project likelihood (check all that apply):

- [x] Increase Commercial activity
- [x] Retain employment
- [x] Revitalize urban areas
- [ ] Create employment
- [ ] Prevent a loss of employment
- [x] Increase number of residents in the community in which the facility is situated

Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment 3

Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. [x]

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by P.A. 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by P.A. 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of P.A. 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) Gabriel Martin	Telephone Number (734) 241-5866	Fax Number (734) 241-7582
Mailing Address 43 South Monroe Street, Monroe, Michigan 48161		Email Address shoehouse@sbcglobal.net
Signature of Company Officer (no authorized agents) Gabriel J. Martin		Title Manager

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 to be completed by the assessor.

Signature	Date application received

FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date:_____

☐ Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)

☐ Denied

Date District Established	LUCI Code	School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of P.A. 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under P.A. 146 of 2000 and under P.A. 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that the application was approved at a public hearing as provided by section 4(2) of P.A. 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of P.A. 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under P.A. 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of P.A. 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

L9-00079-000

Taxable Value and State Equalized Value of Obsolete Property, as provided in P.A. 146 of 2000, as amended, Section 6(2)c...taxable value of the obsolete property, separately stated for real and personal property, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC)...

	Taxable Value	State Equalized Value (SEV)
Land	20425	27450
Building(s)	5060	6800
Name of Local Government Body		Date of Action on application

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by P.A. 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature		Date	
Clerk's Mailing Address	City		State	ZIP Code
	Telephone Number	Fax Number	Email Address	

Mail completed application and attachments to: State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-3272.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

PROPERTY INFORMATION

Legal Description

Land situated in the City of Monroe, Monroe County, Michigan and more particularly described as follows:

South 40 feet of Lot 2, Old Village Plat, East of Monroe Street

Property Address

43 South Monroe Street, Monroe, Michigan

Tax ID Number

58-55-29-00079-000

ATTACHMENT A
GENERAL DESCRIPTION OF THE OBSOLETE FACILITY

The subject property is located at 43 South Monroe Street, in the center of Downtown Monroe. Vehicle access is off of South Monroe and the Front-First Street alley to the east of the building. The subject parcel's size is rectangular and measured at 40 feet by 100 feet. The main entrance to the building is on the west from South Monroe Street.

The building was originally constructed on or about 1846 by George Martin, and has been used continually since that date as the location for the Martin family businesses, including the present-day Martin Shoe House since 1929.

The structure is an excellent example of 19^{h} century architecture and is structurally much like what it appeared originally. Constructed of brick, it is three (3) stories in height and features a limited number of decorative elements. The front facade was covered by a metal facing from the early 1970s until only recently, and it retains its original design characteristics on the upper two stories.

The building layout of approximately 12,000 square feet contains three above-grade (3) floors and a basement. A number of interior alterations have been made to the structure during its existence. Major changes include demising for offices, workroom space, and storage space. The basement level has been used exclusively for mechanical systems and storage.

An assessment of the structure's qualifying factors and finding of functional obsolescence has been conducted and follows this page. Although overall being structurally sound, the building shows deterioration of wall sections and exterior brick at selected locations, as well as non-standard interior door and corridor clearances and widths. Heating, ventilation, and air conditioning systems are obsolete and energy inefficient. No viable electrical service is found in the upper stories. Building access and lavatories are not accessibility-compliant. Based on these factors, the structure would be in violation of the present Michigan Building and International Fire codes.

ATTACHMENT B
GENERAL DESCRIPTION OF THE PROPOSED USE OF THE REHABILITATED FACILITY

G. Martin & Son, LLC will rehabilitate upper two (2) stories of the structure for use as a commercial residential property which is permitted by-right within the downtown area, as indicated by the City of Monroe Zoning Regulations.

Floor plans under final preparation by the applicant show the future layout to be designed as 2-3 commercial/residential units, ranging from 1,000 – 2,000 square feet and comprising approximately 3,500 square feet in total area, including common areas. A new roof shall be installed, the east facade reconstructed, and the west facades shall be rehabilitated to its 1846 appearance. Building interior and access shall be reconstructed to meet accessibility guidelines. Additional site improvements shall include a limited number of parking spaces, utility upgrades, and rear landscaping.

The building's physical constraints, extremely high rehabilitation cost, and presence of asbestos combine to place the risk of rehabilitation at higher-than-normal levels. Thus the proposed rehabiltiation cannot be undertaken without the financial benefit which would accrue from approval and receipt of the requested Obsolete Property Rehabilitation Act certificate from the City of Monroe and State Tax Commission.

ATTACHMENT C
DESCRIPTION OF THE REHABILITATION TO BE UNDERTAKEN

Site Development	Amount
Demolition of existing structure (40' x 40' x 2 stories)	$9,900.00
New asphalt pavement (1,600 sf @ $6.25/sf)	$10,000.00
Grading and fill (1,600 sf @ $10/sf)	$16,000.00
Walks (Front and rear)	$2,000.00
Landscape	$2,000.00
Site Lighting (wall packs)	$1,500.00
Storm Drainage	$5,000.00
Utilities (Gas, Water, Electricity, Phone & Cable)	$25,000.00
Curb / Wheel Stops	$5,000.00
Sub Total 1 =	**$76,400.00**
10% Contingency	$7,640.00
Probable Site Development Budget	**$84,040.00**

Building Rehabilitation	Amount
Two story apartment renovation @ $60 / sf x 2,400 sf	$144,000.00
Third story apartment renovation @ $60 / sf x 800 sf	$48,000.00
New roof (three levels)	$50,000.00
Rooftop decks & egress stair	$50,000.00
Monroe street façade renovation	$95,000.00
Alley façade renovation	$80,000.00
Interior demolition & hazardous materials abatement	$25,000.00
Sub Total 2 =	**$492,000.00**
10% Contingency	$49,200.00
Probable Building Rehab Construction Budget	**$541,200.00**

Construction Cost Subtotal	Amount
Probable Site Development Budget	$84,040.00
Probable Building Rehab Construction Budget	$541,200.00
Total Estimate of Probable Construction Costs =	**$625,240.00**

ATTACHMENT D
TIME SCHEDULE FOR UNDERTAKING AND COMPLETING THE REHABILITATION OF THE FACILITY

Project Commencement: November 1, 2008

Anticipated Project Completion: August 1, 2010

ATTACHMENT E
STATEMENT OF THE ECONOMIC BENEFITS EXPECTED

The following benefits will accrue as a result of granting the requested exemption:

1. Retention of three (3) full-time equivalent jobs.

2. Increased household incomes from temporary and permanent job creation.

3. Expansion of economic influence for the Downtown/Central Business District within the Monroe Trade Area.

4. Satisfaction of specific goals and objectives found within the City of Monroe's Master and Downtown plans.

5. Provision of opportunty for increasing disposable income expenditures in the Monroe trade area.

AFFIDAVIT OF SAM GUICH

State of Michigan }
} ss
County of Monroe }

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

1. I am the assessor for the City of Monroe, Michigan duly certified at Level 4 under the authority of the Michigan State Assessors Board, certificate number R-2422, expiration date December 31, 2008.

2. The subject parcel of this Affidavit is real property identified on the City of Monroe assessment roll as parcel number 58-55-29-00079-000, and commonly known as 43 South Monroe Street, Monroe, Michigan.

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

4. The subject property owner has concurrently applied for an Obsolete Property Rehabilitation Exemption Certificate under the Michigan Obsolete Property Rehabilitation Act.

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

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

7. The subject structure, built mostly in 1846 and consisting of 5,844 square feet first floor retail space (footwear sales and repair), 6,042 square feet second and third floor storage space, and 3,884 square feet basement storage space, is located in the City of Monroe central business district. The subject neighborhood may be considered to be entering its revitalization stage based on significant renovations and rehabilitations costing from tens of thousands to hundreds of thousands of dollars on a number of structures.

8. From an appraisal standpoint, the westerly-most second and third floors of the approximately 160 year old subject structure (ref.: sketch attached) suffer a substantial loss in value due to a combination of physical deterioration (including deferred maintenance), functional obsolescence, and locational obsolescence. Relative to MCL 125.2652(r), deficient floor plans, plumbing, wiring, and HVAC cause the subject structure westerly-most second and third floors to be functionally obsolete.

FURTHER AFFIANT SAYETH NOT.

Date: October 3, 2008 Signed: Sam Guich
Sam Guich, Assessor
City of Monroe

On this 3rd day of October, 2008, before me, a Notary Public, personally appeared Sam Guich, known to be the person whose name is subscribed, and he acknowledges that the contents herein are true of his own knowledge and belief except as to those matters stated to be upon information and belief, which matters he believes to be true.

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

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

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

SKETCH/AREA TABLE ADDENDUM

ATTACHMENT TO AFFIDAVIT OF SAM GULCH

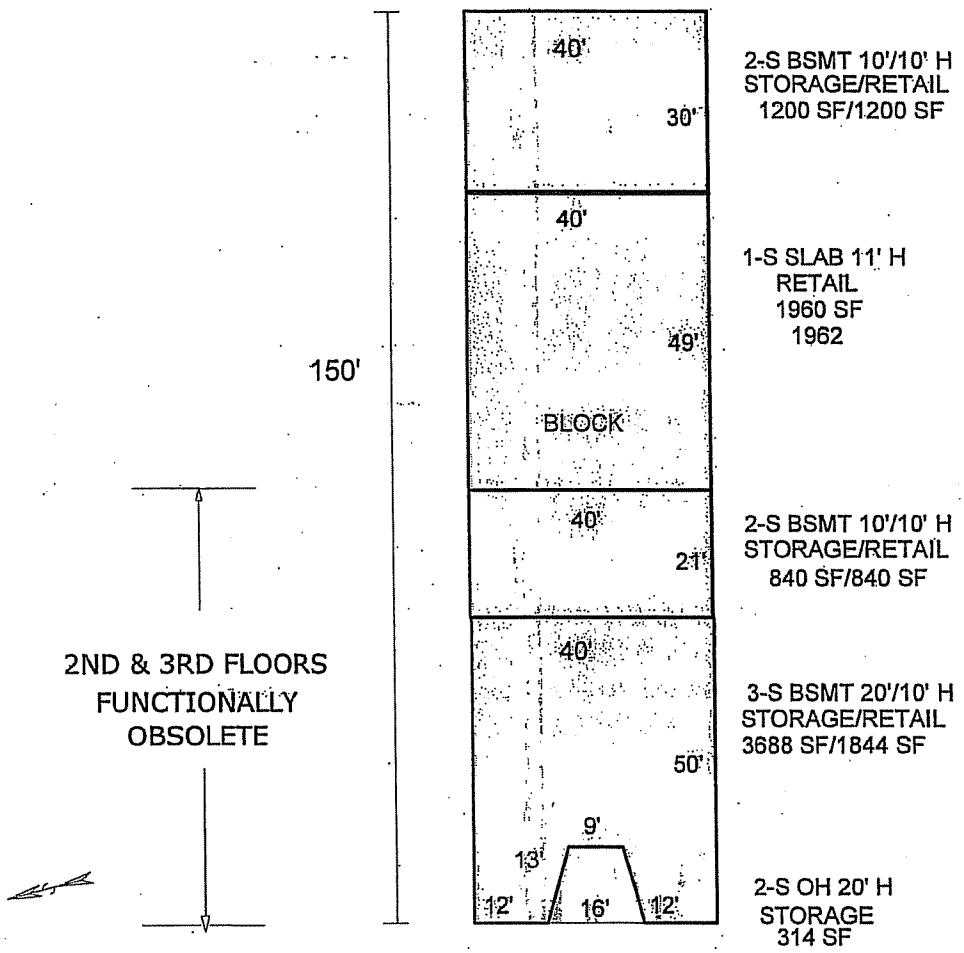
File No 29-00079-000

SUBJECT

Property Address 43 S MONROE ST			
City MONROE	County MONROE	State MI	Zip 48161
Owner MARTIN, MARGUERITE A (TR)			
Client			
Appraiser Name			

IMPROVEMENTS SKETCH

29-00079-000-D



TFA 11,886 SF

Scale: 1 = 30

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GBA1	3-S BSMT	1.00	1843.5	199.0	
	2-S BSMT	1.00	840.0	122.0	
	1-S SLAB	1.00	1960.0	178.0	
	2-S BSMT	1.00	1200.0	140.0	5843.5
OTH	2-S OH	1.00	156.5	51.0	156.5
Net BUILDING Area		(rounded w/ factors)			5844

Economic Development Review Committee
Meeting Minutes
Monday, October 20, 2008
1st Floor Conference Room
Monroe City Hall

1. Roll Call

Present: Mark Worrell, Mayor
George Brown, City Manager
Tom Ready, City Attorney
Pam Stanley, Director of Economic Development
Sam Guich, City Assessor
Jeffrey Green, Director of Planning and Recreation Department

Excused: Brian Beneteau, City Councilperson

Staff: Matt Wallace, Planner

Guests: Gabe Martin, Owner of 43 S. Monroe
James Tischler, Consultant for Mr. Martin

2. Consent Agenda

Mr. Green moved to accept the consent agenda as presented.

Ms. Stanley seconded the motion.

Motion Carried Unanimously

Mr. Ready moved to accept the minutes from the previous meeting.

Ms. Stanley seconded the motion.

Motion Carried Unanimously

3. New Business

A. Application for an OPR Exemption Certificate at 43 South Monroe, by G. Martin & Son, LLC

Mr. Martin explained the project in question and Mr. Tischler spoke about the various funding mechanisms being pursued to help pay for the costs of improvements. Mr. Guich pointed out there was a discrepancy between the owner in the city's records and the owner on the application and Mr. Martin explained this would be addressed.

After further discussion of the project, Ms. Stanly moved that the application for a Obsolete Property Rehabilitation exemption certificate be approved.

Mr. Ready seconded the motion.

Motion carried unanimously

4. Old Business

5. Adjournment

Mr. Green moved to adjourn the meeting.

Mr. Brown seconded the motion.

Motion Carried Unanimously

November 10, 2008/mew

RESOLUTION **R2001-013**

WHEREAS, Monroe Downtown Development Authority has requested establishment of an Obsolete Property Rehabilitation District under Act 146 of 2000; and

WHEREAS, due notice has been given in writing as well as publication, to the property owners with the proposed district; and

WHEREAS, a public meeting was set and held at the City Council Chambers, Monroe City Hall, 120 E. First Street, Monroe, Michigan, March 5, 2001, at 7:30 P.M. for the property owners, residents/taxpayers of the City of Monroe, and the City Assessor, and representatives of the affected taxing units;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Monroe hereby establishes an Obsolete Property Rehabilitation District, the legal description as taken from the City Tax Rolls as follows:

Commencing at the intersection of the west right-of-way line of North Monroe Street and the north right-of-way line of West Elm Avenue; thence NORTHERLY along the west right-of-way line of North Monroe Street to the south right-of-way line of West Willow Street; thence WESTERLY along said right-of-way line to the southerly extension of the east property line of parcel 69-00493-000; thence NORTHERLY across West Willow Street along said property line extension to the north right-of-way line of West Willow Street, along the east property line of parcels 69-00493-00 and 69-00499-000 to the south right-of-way line of West Vine Street, and across West Vine Street along the northerly extension of the east property line of parcel 69-00499-000 to the north right-of-way line of West Vine Street; thence EASTERLY along said right-of-way line to the east property line of parcel 69-00506-000; thence NORTHERLY along the east property line of parcels 69-00506-00 and 69-00513-000 to the south right-of-way line of West Noble Avenue; thence EASTERLY along said right-of-way line to the east right-of-way line of North Monroe Street; thence SOUTHERLY along said right-of-way line to the south right-of-way line of East Vine Street; thence EASTERLY along said right-of-way line to the west property line of parcel 69-00051-000; thence SOUTHERLY along the west property line of parcels 69-00051-000 and 69-000052-000 to the north right-of-way line of East Willow Street; thence SOUTHERLY across East Willow Street along the southerly extension of the west property line of parcel 69-000052-000 to the south right-of-way line of East Willow Street; thence WESTERLY along said right-of-way line to the east right-of-way line of North Monroe Street; thence SOUTHERLY along said right-of-way line to the south property line of parcel 69-01317-000; thence EASTERLY along the south property line of parcel 69-01317-000; to the east property line of parcel 69-01316-000; thence SOUTHERLY along the east property line of parcels 69-01316-000, 69-01315-000, 69-01314-000, and 69-01311-000 to the north property line of parcel 69-01310-000; thence EASTERLY along the north property line of parcel 69-01310-000 to the east property line of parcel 69-01310-000; thence SOUTHERLY along the east property line of parcel 69-01310-000 to the south property line of parcel 69-01310-000; thence WESTERLY along the south property line of 69-01310-000 to the east property line of parcel 69-01309-000; thence SOUTHERLY along the east property line of parcels 69-01309-000, 69-01308-000, and 69-01307-000 to the north right-of-way line of East Elm Avenue; thence EASTERLY along said right-of-way line to the northerly extension of the east property line of parcel 69-01305-000; thence SOUTHERLY along said property line extension, across East Elm Avenue, and along the east property line of parcel 69-01305-000 to the north property line of parcel 69-01304-000; thence EASTERLY along the north property line of parcel 69-01304-000 to the east property line of parcel 69-01304-000; thence

SOUTHERLY along the east property line of parcel 69-01304-000 to the north bank of the River Raisin; thence EASTERLY along said bank to the east property line of parcel 69-01512-000; thence NORTHERLY along the east property line of parcel 69-01512-000 to the south property line of parcel 69-01511-000; thence EASTERLY along the south property line of parcel 69-01511-000 tot he east property line of parcel 69-01511-000; thence NORTHERLY along the east property line of parcel 69-01511-000 to the south right-of-way line of East Elm Avenue; thence EASTERLY along said right-of-way line to the east property line of parcel 59-01846-000; thence SOUTHERLY along the east property line of parcel 59-01846-000 to the north bank of the River Raisin; thence EASTERLY along said bank to the northerly extension of the east property line of parcel 39-00160-000; thence SOUTHERLY along said property line extension, across the River Raisin, along the east property line of parcel 39-00160-000 to the north right-of-way line of East Front Street, and across East Front Street along the southerly extension of the east property line of parcel 39-00160-000 to the south right-of-way line of East Front Street; thence WESTERLY along said right-of-way line to the east right-of-way line of Scott Street; thence SOUTHERLY along said right-of-way line to the easterly extension of the north property line of parcel 39-00330-000; thence WESTERLY across Scott Street along the easterly extension of the north property line of parcel 39-00330-000 to right-of-way line of Scott Street; thence NORTHERLY along said right-of-way line to the south right-of-way line of East Front Street; thence WESTERLY along said right-of-way line to the west property line of parcel 39-00332-000; thence SOUTHERLY along the west property line of parcels 39-00332-000 and 39-00331-000 to the north property line of parcel 39-00330-000; thence WESTERLY along the north property line of parcel 39-00330-000 to the east property line of parcel 39-00242-000; thence SOUTHERLY along the east property line of parcel 39-0242-000 to the south property line of parcel 39-00242-000; thence WESTERLY along the south property line of parcel 39-0242-000 to the east property line of parcel 39-00243-001; thence NORTHERLY along the east property line of parcel 39-00243-001 to the north property line of parcel 39-00243-001; thence WESTERLY along the north property line of parcel 39-00243-001 to the east right-of-way line of South Macomb Street; thence SOUTHERLY along said right-of-way line to the north property line of parcel 39-00244-000; thence EASTERLY along the north property line of parcel 39-00244-000 to the east property line of parcel 39-00244-000; thence SOUTHERLY along the east property line of parcels 39-00244-000, 39-00245-000, and 39-00246-000 to the north property line of parcel 39-00247-000; thence EASTERLY along the north property line parcel of 39-00247-000 to the west property line of parcel 39-00327-000; thence SOUTHERLY along the west property line of parcels 39-00327-000, 39-00326-000, and 39-00325-000 to the north property line of parcel 39-00253-000; thence EASTERLY along the north property line of parcel 39-00253-000 to the west right-of-way line of Scott Street; thence SOUTHERLY along said right-of-way line across East First Street to the north property line of parcel 39-00323-000; thence WESTERLY along the north property line of parcel 39-00323-000 to the east property line of parcel 39-00261-000 thence NORTHERLY along the east property line of parcel 39-00261-000 to the south property line of parcel 39-00259-000; thence WESTERLY along the south property line of parcel 39-00259-000 to the east right-of-way line of South Macomb Street; thence SOUTHERLY along said right-of-way line to the north right-or-way line of East Second Street; thence WESTERLY along said right-of-way line to the north right-of-way line across South Macomb Street to the east right-of-way line of Washington Street; thence SOUTHERLY along said right-of-way line across East Second Street to the south right-of-way line of East Third Street; thence WESTERLY along said right-of-way line across Washington Street to the west property line of parcel 29-00137-000; thence SOUTHERLY along the west property line of parcels 29-00137-000, 29-00136-000, and 29-00135-000 to the northerly extension of the west property line of parcel 29-00134-000; thence SOUTHERLY along said property line extension, across East Fourth Street along the west property line of parcels 29-00134-000, 29-00133-000, 29-00132-000 and 29-00131-000 to the

north right-of-way line of East Fifth Street, and across East Fifth Street along the southerly extension of the west property line of parcel 39-00131-000 to the south right-of-way line of East Fifth Street; thence WESTERLY along said right-of-way line to the east right-of-way line of South Monroe Street; thence SOUTHERLY along said right-of-way line to the south right-of-way line of East Sixth Street; thence EASTERLY along said right-of-way line to the west property line of parcel 29-00122-000; thence SOUTHERLY along the west property line of parcels 29-00122-000, 29-00121-000, 29-00120-000, 29-00119-000, and 29-00117-000 to the north right-of-way line of East Seventh Street; thence SOUTHERLY across East Seventh Street along the southerly extension of the west property line of parcel 29-00117-000 to the south right-of-way line of East Seventh Street; thence WESTERLY along said right-of-way line to the east right-of-way line to South Monroe Street; thence SOUTHERLY along said right-of-way line to the north property line of parcel 29-00460-000; thence EASTERLY along the north property line of parcel 29-00460-000 to the east property line of parcel 29-00460-000; thence SOUTHERLY along the east property line of parcels 29-00460-000 and 29-00461-000 to the north property line of parcel 29-00463-000; thence WESTERLY along the north property line of parcel 29-00463-000 to the east right-of-way line of South Monroe Street; thence SOUTHERLY along said right-of-way line to the south property line of parcel 29-00463-000; thence EASTERLY along the south property line of parcel 29-00463-000 to the east property line of parcel 29-00464-000; thence SOUTHERLY along the east property line of parcels 29-00464-000 and 29-00465-000 to the north property line of parcel 29-00467-000; thence EASTERLY along the north property line of parcel 29-00467-000 to the east property line of parcel 29-00467-000; thence SOUTHERLY along the east property line of parcels 29-00467-000, 29-00468-000, and 29-00512-000 to the north property line of parcel 29-00522-000; thence EASTERLY along the north property line of parcel 29-00522-000 to the east property line of parcel 29-00522-000; thence generally SOUTHERLY, WESTERLY, and SOUTHERLY along the east property line of parcels 29-00522-000 and 29-00521-000 to the north property line of parcel 29-00521-000; thence EASTERLY along the north property line of parcel 29-00521-000 to the west right-of-way line of Washington Street; thence SOUTHERLY along said right-of-way line to the north property line of 29-00517-000; thence generally WESTERLY, NORTHERLY, and WESTERLY along the north property line of parcel 29-00517-000 to the east property line of parcel 29-00519-000; thence SOUTHERLY along the east property line of parcel 29-00519-000 to the north right-of-way line of Jones Avenue; thence SOUTHERLY across Jones Avenue along the southerly extension of the east property line of parcel 29-00519-000 to the south right-of-way line of Jones Avenue; thence EASTERLY along said right-of-way to the west property line of parcel 39-00615-000; thence SOUTHERLY along the west property line of parcel 39-00615-000 to the south property line of parcel 39-00615-000; thence EASTERLY along the south property line of parcel 39-00615-000 to the east property line of parcel 39-00615-000; thence NORTHERLY along the east property line of parcel 39-00615-000 to the south right-of-way line of Jones Avenue; thence EASTERLY along the south right-of-way line of Jones Avenue to the east property line of parcel 39-00612-000; thence SOUTHERLY along the east property line of parcel 39-00612-000 to the south property line of parcel 39-00610-000; thence EASTERLY along the south property line of parcel 39-00610-000 to the City line; thence SOUTHERLY along the City line to the southeast corner of parcel 29-00511-000; thence generally WESTERLY, NORTHERLY, and WESTERLY along the City line to the east right-of-way line of South Monroe Street; thence generally NORTHERLY, WESTERLY, and NORTHERLY along the City line on the center line of South Monroe Street to the easterly extension of the south property line of parcel 29-00484-000; thence WESTERLY along said property line extension, across South Monroe Street, and along the south property line of parcel 29-00484-000 to the west property line of parcel 29-00484-000; thence NORTHERLY along the west property line of parcels 29-00484-000, 29-00485-000, 29-00487-000, and29-00488-000 to the south right-of-way line of West Eighth

Street; thence NORTHERLY across West Eighth Street along the northerly extension of the west property line of parcel 29-00488-000 to the west property line of parcel 29-00050-000; thence NORTHERLY along the west property line of parcel 29-00050-000 to the south property line of parcel 29-00049-000; thence EASTERLY along the south property line of parcel 29-00049-000 to the west right-or-way line of South Monroe Street; thence NORTHERLY along said right-of-way line to the south property line of parcel 29-0047-000; thence NORTHERLY along the west property line of parcels 29-0047-000 and 29-00046-000 to the south property line of parcel 29-00045-000; thence EASTERLY along the south property line of parcel 29-00045-000 to the west right-of-way line of South Monroe Street; thence NORTHERLY along said right-of-way line to the south right-of-way line of West Seventh Street; thence WESTERLY along said right-of-way line to the southerly extension of the west property line of parcel 29-00197-000; thence NORTHERLY along said property line extension, across West Seventh Street, and along the west property line of parcels 29-00197-000 and 29-00196-000 to the southerly extension of parcel 29-00195-000; thence NORTHERLY along said property line extension, across West Sixth Street, and along the west property line of parcels 29-00195-000, 29-00194-000, 29-00193-000, and 29-00192-000 to the south right-of-way line of West Fifth Street; thence WESTERLY along said right-of-way line to the east right-of-way line of Cass Street; thence NORTHERLY along said right-of-way line across West Fifth Street to the north property line of parcel 29-00190-000; thence EASTERLY along the north property line of parcel 29-00190-000 to the east property line of parcel 29-00215-000; thence NORTHERLY along the east property line of parcel 29-00215-000 to the south right-of-way of West Fourth Street; thence NORTHERLY across West Fourth Street along the northerly extension of the east property line of parcel 29-00215-000 to the north right-of-way line of West Fourth Street; thence EASTERLY along said right-of-way line to the west property line of parcel 29-00189-000; thence NORTHERLY along the west property line of parcel 29-00189-000 to the south property line of 29-00187-000; thence EASTERLY along the south property line of 29-00187-000 to the west right-of-way line of South Monroe Street; thence NORTHERLY along said right-of-way line to the south right-of-way line of West Third Street; thence WESTERLY along said right-of-way line to the southerly extension of the west property line of parcel 29-00184-000; thence NORTHERLY along said property line extension across West Third Street along the west property line of parcels 29-00184-000, 29-00183-000, 29-00182-000, and29-00181-000 to the south right-of-way line of West Second Street; thence NORTHERLY across West Second Street along the northerly extension of the west property line of parcel 29-00181-000 to the north right-of-way line of West Second Street; thence WESTERLY along said right-of-way line to the west right-of-way line of Cass Street; thence NORTHERLY along said right-of-way line to the north property line of parcel 29-00254-000; thence generally WESTERLY, SOUTHERLY, and WESTERLY along the north property line of parcel 29-00254-000 to the west property line of parcel 29-00254-000; thence SOUTHERLY along the west property line of parcels 29-00254-000 and 29-00255-000 to the north property line of parcel 29-00258-000; thence EASTERLY along the north property line of parcel 29-00258-000 to the west property line of parcel 29-00257-000; thence SOUTHERLY along the west property line of parcel 29-00257-000 to the north right-of-way line of West Second Street; thence WESTERLY along said right-of-way line to the west right-of-way line of Harrison Street; thence NORTHERLY along said right-of-way line to the north property line of parcel 29-00330-000; thence WESTERLY along the north property line of parcels 29-00330-000, 29-00331-000, and 29-00332-000 to the west property line of 29-00332-000; thence SOUTHERLY along the west property line of parcel 29-00332-000 to the north right-of-way line of West Second Street; thence WESTERLY along said right-of-way line of Smith Street; thence SOUTHERLY along said right-of-way line to the north property line of parcel 29-00404-028; thence WESTERLY along the north property line of parcel 29-00404-028 to the west property line of parcel 29-00404-028; thence SOUTHERLY along the west property line of parcel 29-00404-028 to the south property line of parcel 29-

00404-029; thence WESTERLY along the south property line of parcel 29-00404-029 to the west property line of parcel 29-00404-029; thence NORTHERLY along the west property line of parcel 29-00404-029 to the south property line of parcel 29-00404-031; thence generally SOUTHWESTERLY along the south property line of parcel 29-00404-031 to the east right-of-way line of Hubble Street; thence NORTHERLY, WESTERLY, and SOUTHERLY along the northern terminus of Hubble Street to the north property line of parcel 29-00060-001; thence generally SOUTHWESTERLY along the north property line of 29-00060-001 to the east property line of parcel 29-00404-039; thence NORTHERLY along the east property line of parcels 29-00404-039, 29-00494-038, and 29-00404-037 to the north property line of parcel 29-00404-37; thence WESTERLY along the north line of parcel 29-00404-037 to the east right-of-way line of Adams Street; thence NORTHERLY along said right-of-way line to the south right-of-way line of West Front Street; thence generally NORTHEASTERLY along said right-of-way line to the southerly extension of the west property line of parcel 29-00452-000; thence NORTHERLY along said property line extension, across West Front Street, and along the west property line of parcel 29-00452-000 to the south bank of the River Raisin; thence EASTERLY along said bank to the southerly extension of the west property line of St. Mary's Parking Lot; thence NORTHERLY along said property line extension, across the River Raisin, and along the west property line of St. Mary's Parking Lot to the south right-of-way line of West Elm Avenue; thence NORTHERLY across West Elm Avenue along the northerly extension of the west property line of St. Mary's Parking Lot to the north right-of-way line of West Elm Avenue; thence EASTERLY along said right-of-way line to the west right-of-way line of North Monroe Street to the point of beginning.

Motion by: Councilman Worrell
Supported by: Councilwoman Hall
Ayes: 7 Nays: 0

RESOLUTION DECLARED ADOPTED

I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, County of Monroe, State of Michigan, do hereby certify that the foregoing is an exact copy of a Resolution adopted by the City Council of said City, at a regular meeting thereof held on the 5th Day of March 2001.

Charles D. Evans
City Clerk-Treasurer

DDA BOUNDARY
GEE
FERN
W. VINE
E. VINE
N. MACOMB
E. WILLOW
LINCOLN
HOLLYWOOD
ST. MARYS
GODFROY
BORGESS
W. ELM
N. MONROE
THEMONT
W. FRONT
W. FIRST
HUMPHREY
W. SECOND
MURRAY
W. THIRD
S. MONROE (M-125)
S. MACOMB
W. FOURTH
SCOTT
WADSWORTH
W. FIFTH
W. SIXTH
HUBBLE
CASS
SMITH
HARRISON
JOHN R. CT.
E. SEVENTH
WASHINGTON
CUSTER ST.
SCOTT
LONG CT.
E. EIGHTH
BROADWAY
NAVARRE
JEROME
JONES
N
E
S
W

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Health Savings Account Service Agreement

DISCUSSION: The health insurance benefit that will be provided beginning January 1, 2009 to Fire union and non-union employees provides for a health savings account (HSA) in conjunction with a high deductible health plan (HDHP) as one of the options that may be selected. This is the only health insurance benefit available to new hires in those groups. Collective bargaining is continuing with other union groups and this has been introduced as an option in those negotiations as well.

Proposals for providing the health savings accounts were requested from five banks that generally have branches in the City of Monroe or very close to the City of Monroe. A comparison of the proposals that I completed and rated on a five point scale, 5 being the best score, is attached. All of the banks appear equally capable of providing the service. The bank that was chosen as the HSA provider is Fifth Third Bank. This proposal was selected over the others because it was the only one that didn't charge fees to employee accounts, there are no fees charged to the city, and it is one of only three proposals to provide investment options other than the base checking account. Additionally, any fees charged will not increase while the employee holding the account remains a city employee.

The HSA services agreement is attached and it has been reviewed by the City Attorney. It is recommended that the Mayor and City Council approve the HSA services agreement with Fifth Third Bank and authorize the Finance Director to sign it on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 17, 2008

REASON FOR DEADLINE: Open Enrollment

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All Fire union and non-union employees

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director **DATE:** 11/10/2008

REVIEWED BY: Edward J. Sell Jr. **DATE:** 11-10-08

COUNCIL MEETING DATE: November 17, 2008

RFP QUESTIONS	NATIONAL CITY	FIFTH THIRD	KEY BANK	MB&T	BANK OF AMERICA
• Please describe the account set up/employee enrollment process, including any interaction with the HDHP insurance carrier.	5	4.5	4	4	5
• Please describe information that the account holder/employee will need to provide during the enrollment process.	5	5	5	5	5
• Please describe the process by which payroll deductions or employer deposits are set up and credited to the employees accounts.	5	5	4	5	5
• Please describe any training provided to the City of Monroe or its employees regarding usage of the HSA's.	5	5	4	Not Addressed	4
• Please describe how rollovers from other HSA's are processed.	5	5	5	5	5
• Please describe the means provided to the account holder/the employee to access the funds in the account, including checking and debit card options.	5	5	5	5	4.5
• Please describe how employees are advised of eligible expenses to be paid from the account.	5	5	5	5	5
• Please describe the reporting to the employee of periodic account activity and provide examples.	5	5	5	5	5
• Please describe any online account access provided to the account holder and any features related thereto.	5	5	5	5	5
• Please explain if interest is credited to the employees account balance, and if so, how is the interest rate determined.	Yes, 2.50 to 3.25% by balance-x	Yes, 1% to 3% by balance-x	Yes, .9995 to 2.47% by balance-x	Yes, 0 - 3.25% by balance - x	Yes, 2.75% - x
• Please describe any investment options available to the employee and describe how the employee would make or elect those investment options. Describe the process for changing investment options. Describe any minimum balance required for the investment options.	n/a	5	4	Not Addressed	5
• Please describe any fees to be charged to the City of Monroe or the account holder/employee, including the following, if applicable:	City-None	City-None	City-None	City-None	$250
○ Administration/Maintenance Fees			$10 annual	$35 annual	
Monthly	$3*	n/a	$2.50 waived if $500 balance		$4.50
Annual		n/a			
○ Check Fees	n/a	n/a	$1.00 per check		

RFP QUESTIONS	NATIONAL CITY	FIFTH THIRD	KEY BANK	MB&T	BANK OF AMERICA
o Check Reorder Fees	1st book free, $8.50/book	$11.75 per 50 checks	Std Charge	$10 per 50 checks	
o Account Setup Fee	n/a	n/a	25	n/a	n/a
o Brokerage Fees	n/a	$1.50			
o NSF Fees	$30-36 per		$33	$32	
o Overdraft fees	$30-36 per	$33			$25
o Stop Payment Fees	$32 per	$33	$33	$32	
o Rollover Fees			$25		
o Return of Mistaken Distribution			$10		
o Excessive Contribution Fee				$10	$25
o ATM withdrawal fees	0	0			
Foregin ATM Fee	$2.00	n/a-bb			
o Wire Transfer fees					
Incoming	$11	0	$15	$10	
Outgoing	$17	0	$20	$20	
• Will the fees be fixed for as long as the employee's HSA remains open? If not, please describe the proposed schedule and proposed amount at which fees may change.	No, anytime	Yes, if still City Employee	No, anytime	No, annually	No, anytime, 30 days notice
• Please describe your experience in providing HSA's. Please provide references for at least three other customers that use your financial institution for their HSA.	4	4.5	4	4	5
• Please describe FDIC insurance or any other security provided for account balances.	5	5	5	5	5
• Please describe the customer service available to the account holder and how it can be accessed.	5	5	5	5	5
• Upon acceptance of your proposal, propose a timeline for implementation of the health savings accounts. Acceptance of a proposal is expected near November 1, 2008.	5	5	5	5	5
• Please provide examples of any agreements the City of Monroe or its employees will be asked to sign as a part of proposal acceptance or the employee enrollment process.	5	5	5	5	5

* - Waived for work perks members-program to be offered at enrollment
x- rates good through 10/31/08
bb-can't control what atm machine provider or atm bank charges

FIFTH THIRD BANK
HSA SERVICES AGREEMENT

This HSA Services Agreement ("Agreement") is made by and between FIFTH THIRD BANK ("Fifth Third") and _____ ("Employer") to be effective on _____ ("Effective Date").

1. Fifth Third HSA Account Services.

(a) Fifth Third has agreed, through itself, its affiliates, and third party service providers (collectively "Fifth Third") to act as the custodian of health savings accounts ("HSA"), and provide certain related debit card and other administrative services as set forth in attached Schedule A (collectively "HSA Account Services") to individuals employed by the Employer ("Employees") who:

(i) are participants in a high deductible health plan ("HDHP"), as defined under Section 223 of the Internal Revenue Code of 1986, as amended (the "Code"),

(ii) wish to establish an HSA, and

(iii) designate Fifth Third to serve as the custodian and recordkeeper for their HSA.

Employees who enroll in a Fifth Third HSA are referred to herein as "Account Beneficiaries" and their accounts are referred to as "HSA Custodial Accounts."

(b) Employees who desire to establish an HSA Custodial Account must execute Fifth Third's then current HSA Custodial Account Agreement ("Custodial Account Agreement").

(c) Fifth Third shall have absolute discretion with respect to whether and under what circumstances it shall establish, administer, suspend and/or terminate an HSA Custodial Account or any transaction in connection therewith. Except as expressly set forth in this Agreement, an applicable Custodial Account Agreement, or as may be required by applicable law, Fifth Third shall have no responsibility with respect to contributions paid by Employer, Account Beneficiaries or other contributors or transferors to the HSA Custodial Accounts, other than to receive the contributions paid or transferred to Fifth Third and allocate them among the HSA Custodial Accounts in accordance with clear instructions received from the Employer. Fifth Third shall have no obligation to take affirmative actions to collect monies paid as contributions, such as, for example, to pursue a check from Employer or an Account Beneficiary or other contributor or transferor that does not clear. To the extent that the allocation instructions provided to Fifth Third with respect to contributions are ambiguous to Fifth Third, Fifth Third shall undertake reasonable steps to obtain additional information to clarify the ambiguity. In the event that Fifth Third does not promptly receive information sufficient to clarify the ambiguity, Fifth Third in its discretion

may take such acts as it deems appropriate with respect to such contributions, including, without limitation, returning the contributions to Employer.

(d) Fifth Third shall be entitled to rely on any information or instructions from Employer, Account Beneficiaries or any other third party retained or acting on behalf of or for the benefit of any of them, and shall have no obligation to verify or confirm the accuracy or completeness thereof, and shall have no responsibility for any actions or inactions taken in accordance with any such instructions received by Fifth Third.

(e) Fifth Third and Employer shall each comply with all federal, state and local laws and regulations applicable to its performance under this Agreement.

2. HSA Custodial Accounts.

(a) It is agreed that the Account Beneficiary shall be the account holder of (with an ownership interest in) the HSA Custodial Account established with Fifth Third. It is further agreed that Employer shall not be the account holder or have any ownership interest in the HSA Custodial Accounts, nor shall Employer be a party to any contract or agreement between Fifth Third and the Account Beneficiary, including but not limited to Custodial Account Agreements.

(b) The assets in the HSA Custodial Accounts shall be invested in accordance with the provisions of the applicable Custodial Account Agreement. Fifth Third may, in its discretion, make available to Account Beneficiaries the ability to invest the monies in their HSA Custodial Accounts in such other investment options as are permissible by law.

(c) With respect to any investment options that are made available to Account Beneficiaries under their Custodial Account Agreements, the decision with respect to the manner in which the HSA Custodial Account assets are invested shall be made solely by the Account Beneficiary. Additional agreements may be required of Account Beneficiaries before they can invest in the investment options that may be made available to Account Beneficiaries in addition to the interest bearing demand deposit account.

(d) Employer acknowledges and agrees that:

(i) Fifth Third has no authority or control over HSA Custodial Accounts, except as expressly provided in the Custodial Account Agreements between Fifth Third and Account Beneficiaries;

(ii) Fifth Third is not a fiduciary with respect to HSA Custodial Account assets or administrator, plan sponsor, trustee or a fiduciary of any HDHP or other employee benefit plan;

(iii) Fifth Third has no obligation to confirm or verify that Account Beneficiaries are eligible to establish HSAs in accordance with Section 223 of the Code;

(iv) Fifth Third is not responsible or liable for verifying or determining that any direction or instruction of Account Beneficiaries complies with or satisfies any legal, regulatory or accounting requirement applicable thereto, including whether distributions out of an Account Beneficiary's HSA are for qualified medical expenses;

(v) Fifth Third is not obligated to confirm or verify that the HDHP satisfies the requirements of Section 223 of the Code; and

(vi) Fifth Third has no obligation to ensure that contributions to an Account Beneficiary's HSA do not exceed the maximum annual contribution limit.

3. Employer Obligations.

(a) Employer represents and warrants that the group health plan sponsored and maintained by Employer pursuant to which medical coverage is provided to Account Beneficiaries will be, at all times relevant to this Agreement, an HDHP, in accordance with Section 223 of the Code. Employer agrees that it will comply with all of its obligations under Section 223 of the Code and other applicable laws in connection with or related to the HSA Custodial Accounts.

(b) Employer acknowledges and agrees that the HSA Custodial Accounts are not employee benefit plans and the assets held in the HSA Custodial Accounts are not plan assets subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), and represents and warrants that it will take all necessary steps to ensure that the HSA Custodial Accounts do not become employee benefit plans and that the assets held therein do not become subject to ERISA. Employer acknowledges and agrees that at all times relevant to this Agreement, participation in HSAs by Employees shall be completely voluntary; and Employer shall not:

(i) limit the ability of Account Beneficiaries to move monies in their HSAs to another HSA (except to the extent of restrictions imposed or permitted by the Code);

(ii) impose any conditions on the utilization of HSA Custodial Account monies beyond those permitted by the Code;

(iv) represent or advise that the HSAs are an employee welfare benefit plan established or maintained by the employer; or

(v) receive any payment or compensation in connection with an HSA.

Employer agrees that it will advise Fifth Third as soon as practicable in the event that it becomes aware of any facts or has reason to believe that the HSA Custodial Accounts may be subject to ERISA. Employer understands and acknowledges that Fifth Third is not

responsible for any aspect of ERISA's participation, vesting, funding, reporting, disclosure, fiduciary requirements or any other obligation that might apply to the extent such HSAs are deemed to be subject to ERISA.

(c) In order to enable Fifth Third to fulfill its obligations to establish and maintain a Customer Identification Program ("CIP") pursuant to the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act and all other applicable anti-money laundering laws, now or hereafter existing, and all regulations promulgated pursuant thereto, as well as all rules, rulings, interpretations, advisories, orders, decrees, guidelines, interpretations and applications thereof, Employer shall follow those CIP procedures Fifth Third specifies from time to time.

(d) Employer shall not be entitled to recoup any contributions made by it to an HSA Custodial Account, except for correction or errors and related adjustments which may be processed at Fifth Third's discretion.

(e) Employer shall provide Fifth Third with such documents, instructions, and information at such times and in such form and manner as may be requested by Fifth Third in order for Fifth Third to provide the HSA Custodial Accounts and to ensure compliance with any laws, regulations or statutes applicable to Fifth Third or the HSA Custodial Accounts. Employer acknowledges that any delay in providing such documents, instructions and/or information to Fifth Third may result in a delay or preclude Fifth Third from being able to provide the HSA Account Services. Employer shall be responsible for any additional services, fees, expenses and liabilities arising from the failure to provide such documents, instructions or information.

(f) Employer shall be responsible for the performance of services under this Agreement by subcontractors, agents and representatives to the same extent as though such services were performed by Employer pursuant to this Agreement.

4. Information and Data Transmittal. Fifth Third is authorized to accept directions and/or data transmitted to Fifth Third through the following means by Employees, or by the Employer or its authorized representatives:

(a) Fifth Third is authorized to act on written direction conveyed by facsimile transmission, notwithstanding the fact that such direction does not bear an original authorized signature, provided the direction acted upon:

(i) appears to be signed by a person entitled to give binding instructions to Fifth Third, and

(ii) is consistent with the established authority of such person.

(b) Fifth Third is authorized to act on written direction or data transmissions conveyed by electronic mail or other electronic means notwithstanding the fact that such

directions or data do not bear an authorized signature, provided the directions or data acted upon:

(i) appear to have been sent from the computer of a person, or by a person, entitled to give binding directions to Fifth Third, and

(ii) are consistent with the established authority of such persons.

(c) Employer understands the risk associated with communicating time sensitive matters, such as trade directions, by facsimile or electronic means and they acknowledge that, if it elects to do so, Fifth Third will act within a reasonable time of receipt of the facsimile or electronic direction/data transmission by the person to whom it was sent. The Employer further acknowledges that directions and data provided under this Agreement may be less confidential than directions and data transmitted by other methods. Fifth Third shall not be liable for any loss of the confidentiality of directions and data prior to receipt by Fifth Third.

(d) Fifth Third may rely fully on any facsimile or electronic transmission received by it, and shall have no obligation to review or verify its accuracy.

5. Fees. Fifth Third may include in the Custodial Account Agreements with Account Beneficiaries (to the extent consistent with applicable law) provisions authorizing and/or requiring that the Account Beneficiaries authorize and direct Fifth Third to debit the Account Beneficiaries' HSA Custodial Accounts for the fees payable by the Account Beneficiaries to Fifth Third. Employer may pay the fees otherwise payable by the Account Beneficiaries' pursuant to the Custodial Account Agreements.

6. Intellectual Property. Neither party shall have the right to use any of the trademarks, service marks, logos or other indicia of origin, of the other party unless the party owning such names or mark(s) expressly consents in writing to such use. All software, materials, information, processes, and products, including the Fifth Third websites and the contents thereof, used by Fifth Third to perform services under this Agreement, all modifications made thereto, and Fifth Third's work records are Fifth Third's or its third party licensors' proprietary information.

7. Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, neither Fifth Third nor Employer nor their respective affiliates shall, under any circumstances, be liable to the other or their respective affiliates or any other party for any consequential, incidental, indirect, punitive, exemplary, special or similar damages of any kind or nature whatsoever (including damages relating to loss of profits, income, goodwill, or data), even if Fifth Third or Employer or their respective affiliates have been apprised of the likelihood of such damages occurring.

8. Indemnification. Employer hereby agrees to indemnify, hold harmless and defend Fifth Third, and Fifth Third's agents, affiliates, successors and assigns for and against any and all liabilities, claims, costs, expenses, and damages of any nature (including any related

legal fees) arising out of or relating to any liability, claim, costs, expenses or damages that may directly or indirectly be incurred as a result of Fifth Third's good faith efforts in following facsimile or electronic direction/data transmissions and/or any action or inaction of Fifth Third based on such facsimile or electronic transmissions received from authorized parties regarding the HSA Custodial Accounts or any breach of this Agreement by Employer. This section does not apply to any cost or damage attributable to Fifth Third's gross negligence or intentional misconduct. Fifth Third hereby agrees to indemnify, hold harmless and defend Employer and Employer's agents, affiliates, successors and assigns for and against any and all liabilities, claims, costs, expenses and damages of any nature (including any related legal fees) arising out of or relating to any liability, claim, costs, expenses or damages that may directly or indirectly be incurred as a result of Fifth Third's gross negligence or intentional misconduct or any breach of this Agreement. An indemnitee's right to indemnification under this provision is conditioned upon the indemnitee's prompt written notice to the indemnitor of any such demand, claim or action asserted against it in accordance with the notice provisions set forth hereunder and the indemnitee's cooperation with the indemnitor to facilitate the defense or settlement of such demand, claim or action provided the indemnitee is not otherwise adversely affected. The indemnitor may then take steps to be joined as a party to such proceeding, and the indemnitee shall not oppose any such joinder. Notwithstanding any other provision to the contrary, the indemitee shall, at its own discretion, have the right to participate in the defense of any such demand, claim or action and shall have the right to approve any settlement or compromise of any such demand, claim or action except that such approval may not unreasonably be withheld or delayed.

9. Termination of Agreement.

(a) This Agreement shall be effective as of the Effective Date and shall continue in effect thereafter until terminated in accordance with this Section. Either party may terminate this Agreement without cause upon 90 days advance written notice to the other party. Notwithstanding the foregoing, Fifth Third and Employer may terminate this Agreement at any time with the express and mutual agreement of both parties.

(b) Notwithstanding subsection 9(a) above, Fifth Third may terminate this Agreement immediately, and without prior written notice, if any of the following occur:

(i) Fifth Third determines, in its sole discretion, that any of the HSAs established under this Agreement may be subject to ERISA;

(ii) Employer breaches any of the terms and conditions in this Agreement or any other agreement it has with Fifth Third;

(iii) Employer, voluntarily or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding; or

(iv) Employer experiences a material adverse change in its financial condition or its ability to perform its obligations under the terms and conditions in this Agreement.

(c) Upon termination of this Agreement, Fifth Third shall be entitled to payment for all services rendered through the date of termination, and Employer and Fifth Third shall promptly discontinue the use and distribution of the names, advertisements, literature, brochures, trademarks, and other materials in any medium that refer to the party or suggest that this Agreement is still in effect.

(d) The termination of this Agreement will not result in the termination of any existing HSA Custodial Accounts established by Account Beneficiaries prior to the termination date. The rights of such Account Beneficiaries and their relationship with Fifth Third are established pursuant to the terms of the Custodial Account Agreement entered into between Fifth Third and such Account Beneficiaries.

(e) The obligations of the parties under Sections 6, 7, 8, 9, 10, 11, 12, 14, 15 and 16 shall survive the expiration or termination of this Agreement.

10. Notices. Except as otherwise provided in this Agreement, all notices related to this Agreement shall be:

(a) in writing,

(b) delivered by hand, overnight courier or by certified or registered mail, return receipt requested, to the address prescribed by this Agreement and

(c) deemed given three business days following deposit, postage paid, into the U.S. Postal system in the event that they are sent by certified or registered mail. Either Employer or Fifth Third may change its address for notice by giving written notice thereof to the other.

11. HIPAA. With respect to the HSA services being provided under this Agreement and the Custodial Account Agreements, Employer understands and acknowledges that Fifth Third is not a "covered entity," "business associate" or "plan sponsor" as those terms are defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The fact that Fifth Third may be a business associate with respect to other services provided under other agreements should not be construed to mean that Fifth Third is a business associate for purposes of HSA services. Fifth Third expressly disclaims responsibility for duties imposed on covered entities and plan sponsors under HIPAA.

12. Assignment and Subcontracts. Either party may assign this Agreement:

(a) to any entity directly or indirectly controlling, controlled by, or under common control with such party, or

(b) to the successor (by sale, merger, reorganization or otherwise) to the business operations of such party. Fifth Third may employ subcontractors or enter into alliances with third parties to perform all or any part of the services under this Agreement.

13. Force Majeure. The parties shall be excused from performance of their respective obligations pursuant to this Agreement for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by the other or a third party (except agents of the other party), or an act of God, or any other cause over which the non-performing party does not have direct control, including internet or communication problems, third party hardware or software errors, computer viruses or similar harmful programs or data, or unauthorized access or theft.

14. Confidentiality. Employer agrees that all information about HSA customers of Fifth Third provided by Fifth Third to Employer as well as any and all information regarding Fifth Third's products and services provided under this Agreement shall be deemed confidential and proprietary to Fifth Third. Employer shall not use such information for any purpose other than as required for the performance of Employer's obligations under the Agreement and may disclose such information to its employees, agents and subcontractors on a "need to know" basis for the sole purpose of the performance of Employer's obligations hereunder. Employer shall not allow such information to be accessed by any third party, including an affiliate of Employer or a permitted subcontractor, without the written agreement of such third party to be bound by the terms of this section 14.

15. Disputes. Any differences, claims or matters in dispute arising between the parties hereto out of this Agreement or connected herewith, except for claims seeking specific performance or other equitable relief, shall be submitted to binding arbitration by an arbitrator mutually agreed upon by the parties. In the event of failure to agree upon a single arbitrator, one arbitrator shall be selected by each party and the two arbitrators selected by the parties shall appoint a third arbitrator. The decision of the majority of the three arbitrators shall be binding and conclusive. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association, or a similar set of rules as may be otherwise chosen by the arbitrator. Any award therein shall be final and binding upon all of the parties, and judgment may be entered thereon in any court having jurisdiction over this matter. Any expenses incurred in connection with such arbitration shall be shared equally by the parties.

16. General.

(a) No amendment or change to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, understandings or agreements relative hereto which are not fully expressed herein. This Agreement supersedes all prior agreements, written or oral, with respect to such subject matter. There are no third party beneficiaries of this Agreement.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement is to be construed in all respects to the extent possible to fulfill the purposes of this Agreement with the omission of such invalid or unenforceable provision.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of this ____ day of _____, 200__.

FIFTH THIRD BANK

By: _____

Title: _____

_____, EMPLOYER

By: _____

Title: _____

Schedule A

Fifth Third Bank
HSA Account Services

This Schedule A sets forth the HSA-related services that Fifth Third Bank will provide to Employer under this Agreement:

(1) Provide Employees with access to Fifth Third's HSA product, including its HSA custodial services which are more fully described in the HSA Custodial Account Agreement.

(2) Use commercially reasonable efforts to market Fifth Third's HSA product to Employees, including but not limited to distributing relevant HSA materials to Employees and conducting Employee meetings to review and discuss such material.

(3) Make available to Employees HSA management tools, and HSA education, enrollment and application processes and information through the online system established by Fifth Third, and/or through other methods made available by Fifth Third, including but not limited to, availability by phone of Fifth Third personnel to address Employees' questions and concerns regarding HSA enrollment and operation.

(4) Facilitate the transfer to Fifth Third of HSA contributions from Employees and/or Employer, including but not limited to automated transfers and payroll deductions.

(5) Provide Employees with access to their HSA funds in accordance with the HSA Custodial Account Agreement. Such access may include the following:

- Debit card that Employee may use at point of sale terminals as set forth in applicable cardholder agreements and related documents.
- Direct reimbursement to health care providers identified by Employee.
- Direct reimbursement to Employee's personal checking or savings account designated by Employee.

(6) Provide the following reports to Employer regarding HSAs established by Employees with Fifth Third:

- Identification of such Employees.
- Aggregate contributions to all such HSAs.
- Other information that Fifth Third may, in its discretion, provide from time to time to the extent permitted by law.

(7) Prepare tax reporting with respect to HSA contributions and distributions as required by the Code and applicable law.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: **Appointments**

DISCUSSION: The attached Resolution recommends appointments to various City Boards and Commissions whose terms have expired and/or where there is a vacancy.

Therefore, it is recommenced, that City Council approve the proposed Resolution making appointments to various City Boards and Commissions.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Operations

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: Mayor's Office **DATE:** 11/05/08

REVIEWED BY: Mark G. Worrell **DATE:**

COUNCIL MEETING DATE: 11/17/08

R E S O L U T I O N

WHEREAS, there are terms on various Boards, Commissions, and Committees which have vacancies; and

WHEREAS, a diligent effort has been made to fill these appointments;

THEREFORE BE IT RESOLVED that the following people are hereby appointed to the office and the term hereinafter indicated, November 17, 2008

BROWNFIELD REDEVELOPMENT AUTHORITY

Rodney Welliver	fill an unexpired term to January 11, 2010

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: City of Monroe contribution to the Fitness Initiative Grant for the Fire Department

DISCUSSION: The Fire Department received a grant for the Firefighter Fitness Initiative in FY 2008. The grant and it's budget was approved by the Mayor and City Council on February 4, 2008. The City of Monroe's contribution for the grant was 10% $4,894.00. The matching funds for the grant were budgeted in fiscal year 2008, but they are not actually being spent until just now in fiscal year 2009. As the Fitness Initiative program was established, we spent the Federal Grant dollars first, which sent us into another budget year prior to the City contribution being added. I am requesting this amount be transferred from FY 2008 funds to FY 2009.

It is recommended that the Mayor and City Council approve the transfer of $4,894 budgeted in the 2008 Fire Department budget to the 2009 budget to cover the cost of the match on the Fitness Initiative Program grant.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Joe Mominee

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire Department

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	$ 4,894
	Cost of This Project Approval	$ N/A
	Related Annual Operating Cost	$ N/A
	Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:	City	Account Number	Amount
			$ 4,894
FY 2008 Funds	101-55.336-818.020		$ N/A
			$ N/A
			$ N/A
			$ N/A
	Other Funds		$ N/A
			$ N/A
			$ N/A
			$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Joe Mominee, Fire Chief **DATE:** 10/29/08

REVIEWED BY: Joe Mominee, Fire Chief **DATE:** 10/29/08

COUNCIL MEETING DATE: **11/17/08**

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Replacement of the breathing air fill station and compressor at the Fire Department

DISCUSSION: The Fire Department is replacing the breathing air fill station and compressor located at the main Fire Station. The current system is approximately 20 years old and was upgraded 8 years ago. The new system conforms to 2003 NFPA 1901, CGA Pamphlet G-7, Compressed air for human respiration and ANSI / CGA G-7.1 standards.

The cost of the breathing air fill station and compressor is $32,324.00

I recommend purchasing this system from Breathing Air Systems of Jackson Michigan as **they provided the only bid that met the specifications requested.**

Bids submitted;

Argus-Hazco	$29,111.69	(Bid bond)
Breathing Air Systems	$32,324.00	(Bid bond)
Bauer Compressors Inc	$36,334.00	(No bid bond)

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Joseph R. Mominee, Fire Chief

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire Department

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	$ 32,324.00
	Cost of This Project Approval	$ N/A
	Related Annual Operating Cost	$ N/A
	Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:	City	Account Number	Amount
2008/2009 CIP Budget 09C08		401-95.336-977.000	$ 32,324.00
			$ N/A
			$ N/A
			$ N/A
			$ N/A
	Other Funds		$ N/A
			$ N/A
			$ N/A
			$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Joseph R. Mominee, Fire Chief **DATE:** 11/5/08

REVIEWED BY: Joseph R. Mominee, Fire Chief **DATE:** 11/5/08

COUNCIL MEETING DATE: 11/17/08

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REQUEST FROM FIRST PRESBYTERIAN CHURCH FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM SEPTEMBER 7 – OCTOBER 3, 2009

DISCUSSION: The City received a request from First Presbyterian Church for permission to display a banner across Monroe Street from September 7 – October 3, 2009 announcing the church's charity bed race to aid children on October 18, 2009

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

Manager: The City Manager recommends approval of the request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☐For ☐Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 11/10/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 11/17/08

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: WASTEWATER SYSTEM IMPROVEMENTS – SEWER SYSTEM EVALUATION SURVEY (SSES) AND FLOW MONITORING STUDY ENGINEERING SERVICES

DISCUSSION: In the current Monroe Metropolitan Wastewater Treatment Plant (MMWTP) National Pollutant Discharge Elimination System (NPDES) permit, it is stated that it is a goal of the MDEQ to remove the issued permit's authorization of allowing discharges from the MMWTP Wet Weather Clarifiers. In order to meet this goal, the MDEQ has mandated that a Collection System and Treatment Facility Flow Study be completed and submitted by March 1, 2009. A work plan was submitted and approved to meet the permit requirement. Also, in the Wastewater System Improvements Project Plan submitted in June 2006, one component was deemed not eligible for SRF funding which is the installation of a wet weather retention tank and eliminating the Wet Weather Clarifiers. The MDEQ concluded that the long-term cost-effectiveness of a wet weather retention tank had not been established and required a work plan to be developed. In July 2007, a work plan was finalized and completed which outlined the steps necessary to provide the data and analysis via a Sewer System Evaluation Survey (SSES) to establish the cost effectiveness of a wet weather retention tank installation.

Data has been collected as outlined in accordance with both approved work plans where more data and analysis is needed at the wastewater plant and in the collection system to complete the flow study and SSES. Attached is a proposal from the URS Corporation to provide the engineering services associated with completing the SSES and Flow Monitoring Study to meet the approved MDEQ work plans and schedule. The URS submittals will meet the NPDES conditions and provide the necessary data needed to submit for an amended Project Plan in 2009.

City Council has awarded previous contracts to the URS Corporation for the Wastewater System Improvements project as follows:

1. Wastewater Facilities Plan (January 3, 2006);
2. Project Plan (June 2006);
3. Applications for a State Revolving Fund (SRF) Loan & S2 Grant (2006 & 2007);
4. Engineering Services (September 18, 2006 and July 7, 2008).

The City of Monroe was awarded an S2 Grant in the amount of $810,122 by the Michigan Department of Environmental Quality (MDEQ) to cover a major portion of the design costs related to the Project Plan scope items. All work and costs associated with both the SSES and Flow Monitoring Study above the S2 Grant amount can be reimbursed by the SRF Loan since the two work plans are related, however they must first be fronted by the City of Monroe Wastewater Fund. It is recommended to utilize the URS Corporation to complete the SSES and Flow Monitoring Study so as to incorporate all costs into a future low interest SRF Loan.

IT IS RECOMMENDED that a purchase order be awarded to the URS Corporation for Engineering Services in the amount of $194,000.00 for the SSES and Flow Monitoring Study on the Wastewater System Improvements project as outlined in the attached proposal.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Complete SSES and Flow Monitoring Study as outlined in the attached proposal to meet NPDES conditions and provide the necessary data needed to submit for an amended Project Plan in 2009.

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY:

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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$5,500,000.00
Cost of This Project Approval	$194,000.00
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
General Contract Services	59075527 818020 09Z03	$194,000.00
Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** November 10, 2008

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 17, 2008

URS

October 31, 2008

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

Re: Proposal for Engineering Services – SSES and Flow Monitoring Study

Dear Mr. LaRoy:

URS Corporation has prepared this Proposal for Engineering Services associated with completion of a Sewer System Evaluation Survey (SSES) and Flow Monitoring Study for the City of Monroe. Completion of the SSES is a requirement of MDEQ prior to determining the wet weather control measures to be implemented for discontinuing the blending operation at the WWTP. The flow monitoring study is a requirement of the City's NPDES permit, and is also related to determining the size and type of wet weather control measures.

The purpose of this work is to complete the investigations necessary to define the most cost-effective combination of infiltration/inflow (I/I) removal from the collection system, WWTP capacity expansion and/or storage required. The investigations focus on four areas; the flow monitoring study of the collection system; stress testing of the WWTP secondary treatment process; a footing drain disconnection study; and completion of the SSES. The objectives of these investigations are to:

- Determine the peak flow expected to be received at the WWTP from various precipitation events within the service area
- Determine the volume of I/I that can be cost-effectively removed from the collection system through rehabilitation or replacement of sewer segments, or disconnection of footing drains.
- Establish the maximum treatment capacity of the secondary treatment process at the WWTP

Based on the results, the volume of wet weather storage required to enable the WWTP to eliminate the blending practice and maintain permit compliance will be determined.

A Work Plan, including a detailed Scope of Services and Project Schedule is attached. The Project Schedule integrates the work of this proposal with development of a Project Plan for procuring funding under the MDEQ State Revolving Loan Fund (SRF) program. Critical dates established in the schedule are:

- Completion of sewer cleaning, televising, smoke and dye testing – January 9, 2009

URS Corporation
27777 Franklin Road, Suite 2000
Southfield, MI 48034
Tel: 248.204.5900
Fax: 248.204.5901

URS

- Determination of the volume of wet weather retention required – February 27, 2009
- Submittal of an approvable Flow Monitoring Study to MDEQ – March 1, 2009
- Submittal of a Draft Project Plan to MDEQ – April 2, 2009
- Submittal of the Final Project Plan to MDEQ – June 29, 2009

We have prepared this proposal assuming that the City will provide cleaning and televising of the sewers within the areas established in the Wet Weather Work Plan submitted to and approved by the MDEQ. Since the data obtained from these areas are being used to characterize the entire service area, an adequate length of sewer within these areas will need to be evaluated to make a representative assessment of the condition of the entire service area. We will need to discuss the length of sewer that the City forces feel can be completed within the established schedule, and determine if supplemental services will be necessary.

URS is prepared to begin this project immediately upon written authorization. Based on the scope of services presented above, URS proposes a not-to-exceed fee of **$194,000.**

We appreciate the opportunity to be of continued assistance to the City of Monroe. If you should have any questions or desire additional information, please contact me.

Sincerely,

Jan. M. Hauser, P.E.
Vice President

cc: T. Woodward - URS

WORK PLAN

Background

A key component of the plant upgrades is the ability to treat peak flows from wet weather events. Currently, flow in excess of the plant capacity is diverted to a separate wet weather system which provides primary treatment and disinfection prior to the wastewater being blended with the remaining secondary effluent and discharged to the outfall. Although this practice is currently permitted, under the plant's NPDES permit, it is likely that in the future, the blending operation may not be allowed.

Modification of the wet weather handling operation will likely involve a combination of treatment capacity expansion, removal of infiltration and inflow (I/I) sources from the collection system and volume retention. A Work Plan prepared and submitted to MDEQ in March 2007, established the methods to be used to complete these evaluations. The work plan included completion of a Sewer System Evaluation Survey (SSES) in four subcatchment areas of the collection system to establish the amount of I/I that can cost effectively be removed from the system.

The purpose of this proposal is to provide a scope of services and fee estimate to perform the investigations necessary to define the most cost-effective combination of I/I removal, WWTP capacity expansion and/or storage required. These investigations will focus on evaluation of data from ongoing flow monitoring efforts, completion of a footing drain disconnection evaluation and coordination of a stress test of the wastewater treatment plant to determine secondary treatment capacity. In addition, this proposal defines the tasks for completion of the SSES field work and cost-effectiveness evaluation, review of historical flow records and determination of retention requirements, based on the data collected.

Once the amount of I/I that can be cost-effectively removed from the collection system is defined (through the SSES), and the maximum capacity of the secondary treatment process established (through the stress testing), an evaluation of the amount of storage required will be completed based on actual plant flow data collected over the past five years.

Scope of Services

Task 1 – Flow Monitoring Evaluation

The City has conducted flow monitoring throughout the system over the past several years. The purpose of this flow monitoring is two-fold. First, as a requirement of the City's NPDES permit, the City is required to conduct a flow study to analyze the collection system's response to various magnitude wet weather events. Specifically, the purpose of the study is to determine the largest storm event for which the WWTP can provide treatment, without a discharge from the wet weather clarifier monitoring point. The second purpose of the flow monitoring is to identify the areas exhibiting the highest dry weather infiltration rates to focus the evaluation of remedial efforts.

URS will review the collected data and advise the City on additional flow metering locations to obtain the information needed to meet both objectives. In addition, URS will prepare a report summarizing the flow monitoring data including:

- Peak wet weather influent flow directed to the WWTP as a result of wet weather events occurring in the service area.

- A comparison of WWTP influent flow and collection system flow data to various wet weather events (including intensity and duration).
- A summary of dates, times and influent flow rates for which facility flows were diverted to or discharged from the wet weather clarifiers.
- A summary of collection system rehabilitation projects (based on information provided by the City).
- An analysis of WWTP capacity based on projected facility improvements.
- Other measures undertaken to attenuate peak wet weather flows.

The flow monitoring report must be submitted to MDEQ by March 1, 2009.

Task 2 – Stress Testing Assistance

Stress testing is being performed to identify the peak flow that can be processed through the secondary treatment process, while maintaining permit compliance. The first phase of the testing was performed during a significant extended duration rainfall event. A second phase, representing a short term, high intensity event, such as experienced during a thunderstorm remains to be conducted.

The stress test will be conducted by the WWTP staff, and coordinated by URS. A stress testing plan developed by URS and used for the completed testing will be followed. Upon completion of the testing, a report will be prepared which will include the following:

- Definition of "treatment failure" used to determine the maximum treatment capacity
- Documentation of the wet weather flow that can be processed through secondary treatment without washing out the system, rendering it ineffective or being in non-compliance with the permit limits
- Identification of process or hydraulic limitations that prevent the plant from treating additional wet weather flow

Task 3 – Footing Drain Disconnection Study

A footing drain disconnection evaluation will be conducted. In previous studies, the disconnection of footing drains was determined not to be cost-effective. However, since low interest funding may now be available for a footing drain disconnection program, the cost effectiveness of footing drain disconnection will be reevaluated. Two separate areas will be targeted for this evaluation, one in an area with an existing storm drain system, and on in an area without storm drains. Costs will be developed for each area and compared to the costs and impacts of footing drain disconnection programs in other similar communities.

Task 4 – Sewer System Evaluation Survey (SSES)

To define the most cost-effective combination of infiltration and inflow (I/I) removal, WWTP capacity expansion and/or storage required, an SSES will be performed. This SSES will focus on identification and quantification of sources of I/I to identify those sources that can be cost-effectively removed.

The SSES will be performed in four subareas within the system (054, 101, 255 and 355). These areas have been identified from previous studies to exhibit excessive inflow during wet weather. In addition, subarea 255 was also identified to have excessive dry weather infiltration.

4.1 Cleaning and Televising

Cleaning and televising of sewers within designated I/I areas will be performed by City of Monroe staff. URS will provide direction on prioritization of sewer segments to be cleaned/televised and will review the videotapes to identify and quantify sources of I/I. Records of sewer conditions and locations of defects and/or illegal connections will be documented.

4.2 Smoke Testing

Smoke testing will be performed in areas where wet weather inflow is suspected. The smoke testing will attempt to locate catch basins, downspouts and/or damaged house laterals that may be contributing wet weather flow to the sanitary sewer system. Smoke testing is performed by isolating a segment of sewer and injecting a non-toxic smoke using a blower. Smoke exiting the system from catch basins, roof drains or the ground surface will indicate potential sources of storm water inflow.

In addition to smoke testing, sources of inflow will also be investigated through dye testing. Dye testing will be performed in areas where both storm sewers and sanitary sewers exist. For purposes of this proposal, it is assumed that dye testing will be performed along 10% of the system (or approximately 7,500 l.f.). Dye testing will also be performed where downspouts are observed, but smoke testing is inconclusive. This is expected to include testing of downspouts at up to 125 houses.

URS will prepare a form for advance notification of testing to the fire and police agencies, as well as residents in the areas where testing will be performed. The notification will include a residential survey form to solicit information on sump pumps that may be connected to the sanitary system. This form will be prepared for distribution to the residents by the City.

Identified sources of I/I will be documented and estimates of quantities resulting from storm events will be established.

4.3 Manhole Inspection

Inspection of sanitary sewer manholes will be performed to inventory and characterize the manholes for evidence of loose covers, ponding around covers or water-leaking cracks within the manholes that may be contributing inflow during wet weather. Manhole covers that cannot be opened (paved over, or otherwise not located) will be reported to the DPW. Manholes that exhibit evidence of inflow will be re-observed during wet weather to estimate the quantity of inflow entering the system. Manholes will be observed from the surface.

4.4 Cost-Effectiveness Analysis

Using the results of the video inspections, smoke testing and manhole inspections, an estimate of the amount of infiltration and inflow that can cost-effectively be removed from the system will be established. The cost-effectiveness will be determined by comparison of rehabilitation/replacement costs with the cost of treatment of the I/I at the wastewater treatment plant.

4.5 SSES Report

Following completion of the field work and cost-effectiveness evaluation, URS will prepare a report documenting the activities, results and conclusions of the study. The report will be prepared as a draft for the City's review. Upon receipt of comments, the report will be finalized for submittal to the MDEQ.

4.6 Review of Historical Plant Flows

Historical flows to the wastewater treatment plant will be reviewed to establish peak flows expected to require secondary treatment if blending of the wastewater is discontinued in the future.

4.7 Evaluation of Retention Requirements

Based on the historical flow records, the cost-effectiveness evaluation for I/I elimination and the results of the wastewater treatment plant stress test, the volume of wastewater retention required to store and treat expected peak flows will be determined.

City of Monroe
Engineering Services for
SSES and Flow Monitoring
Estimated Work Hours and Fees

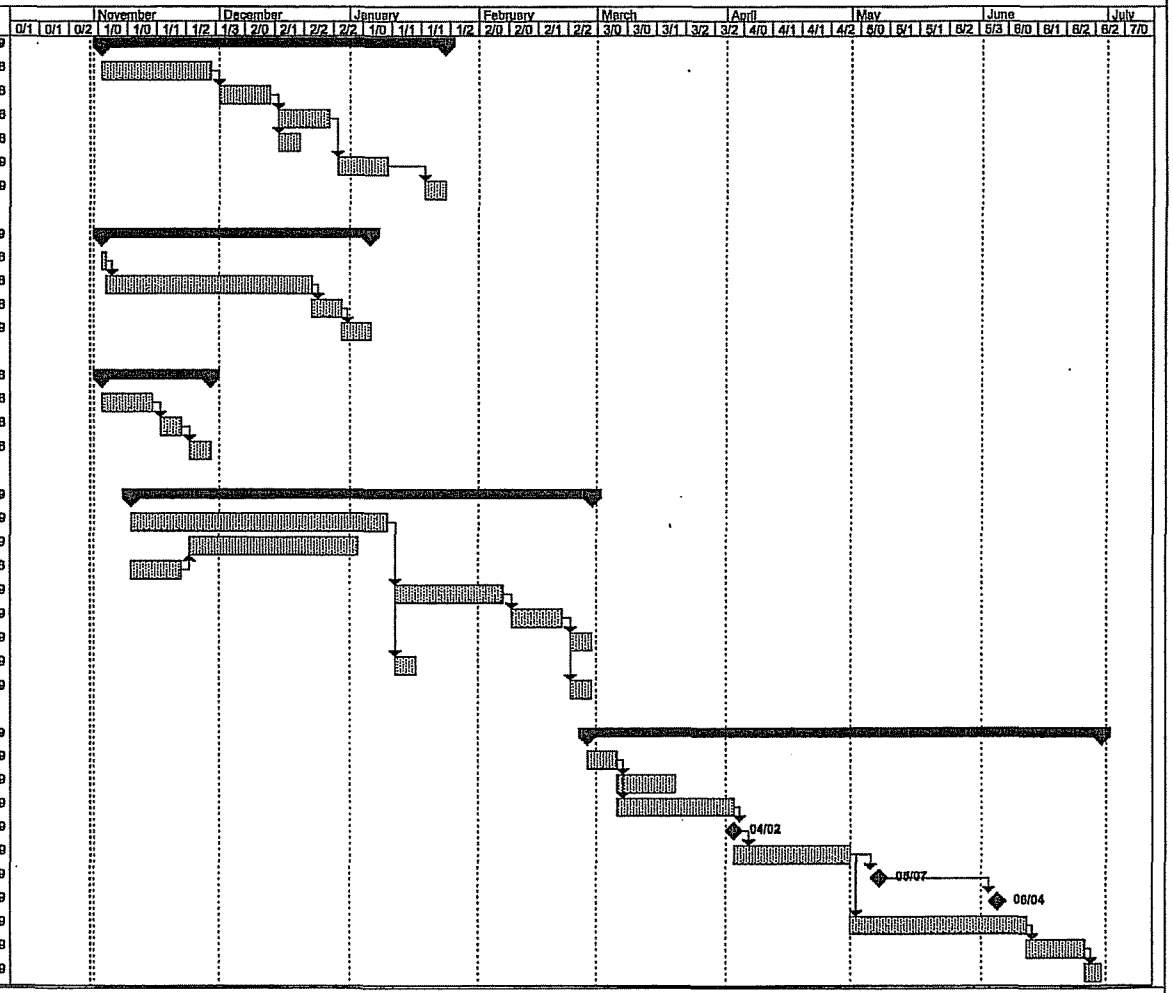
	Principal Hauser	Project Manager Woodward	Field Coordinator Belz	Senior Process Engineer Scisson	QA/QC	Design Engineer Dalla	Field Leader Kasberg	Civil Engineer Mahram	Data Engineer Kontos	GIS Engineer Cummings	Survey Technician Stremmel	CADD Tech Warren	Technician (Clev)	Clerical Roberts	Total Hours	Total Labor
Task 1 - Flow Monitoring Evaluation																$ 11,500
1.1 Review Flow and Rainfall Data	0	0	0	0	0	16	0	0	0	0	0	0	0	0	16	$ 1,552
1.2 Develop Data Summary	1	4	0	0	0	32	0	0	0	0	0	0	0	2	38	$ 4,104
1.3 Identify Rehabilitation Projects	0	0	0	0	0	4	0	0	0	0	0	4	0	0	8	$ 748
1.4 Develop Draft Flow Monitoring Report	1	6	0	0	2	16	0	0	0	0	0	8	0	4	38	$ 4,050
1.5 Final Flow Monitoring Report	0	2	0	0	0	4	0	0	0	0	0	2	0	2	10	$ 1,046
Task 2 - Stress Testing Assistance																$ 10,894
2.1 Review Testing Procedures with Plant Staff	0	4	0	4	0	0	0	0	0	0	0	0	0	0	8	$ 1,184
2.2 Analyze Testing Results	1	8	0	32	0	0	0	0	0	0	0	0	0	0	40	$ 5,518
2.3 Develop Letter Report	1	4	0	8	2	16	0	0	0	0	0	4	0	2	36	$ 4,212
Task 3 - Footing Drain Disconnection Study																$ 10,364
3.1 Develop Cost Estimates/Comparisons	0	6	0	3	0	24	0	0	0	0	0	8	0	2	43	$ 4,555
3.2 Review Similar Communities	0	4	0	2	0	8	0	0	0	0	0	0	0	0	14	$ 1,690
3.3 Develop Letter Report	2	6	0	3	2	16	0	0	0	0	0	4	0	2	33	$ 4,109
Task 4 - Sewer System Evaluation Survey																$ 150,378
4.1 Cleaning and Televising	0	10	0	0	0	12	0	140	0	0	0	140	0	8	310	$ 25,608
4.2 Smoke and Dye Testing	0	0	60	0	0	0	166	166	0	0	166	0	166	12	736	$ 58,354
4.3 Manhole Inspection	0	16	0	0	0	60	0	60	16	8	60	60	0	8	288	$ 24,852
4.4 Cost-Effectiveness Analysis	4	24	0	0	2	80	0	80	0	0	0	24	0	24	234	$ 22,316
4.5 SSES Report	2	10	8	4	4	80	0	0	0	0	0	40	0	8	154	$ 15,998
4.6 Review of Historical Plant Flows	0	2	0	2	0	12	0	0	0	0	0	0	0	2	18	$ 1,692
4.7 Review of Retention Requirements	0	4	0	8	0	8	0	0	0	0	0	8	0	0	28	$ 3,160
Total Hours (See Note 1)	12	110	68	66	12	388	166	446	16	8	226	302	166	76	2050	$ 163,136
Avg. Hourly Billing Rate (See Note 2)	$ 190	$ 166	$ 114	$ 125	$ 150	$ 97	$ 93	$ 70	$ 72	$ 105	$ 70	$ 90	$ 60	$ 73		

	Task 1	Task 2	Task 3	Task 4	Total
Total Project Labor	$ 11,500	$ 10,894	$ 10,364	$150,378	$163,136
Direct Expenses (See Note 3)	$ 250	$ 356	$ 136	$ 10,122	$ 10,864
Total Estimated Project Fee (See Note 4)	$ 11,750	$ 11,250	$ 10,500	$160,500	$194,000

Note 1: Hours shown are estimates only
Note 2: Actual billing rates will be calculated based on direct labor times a 2.9 multiplier
Note 3: Direct expenses will include the actual costs incurred for travel, mailing, meals, printing, etc.
Note 4: The total not-to-exceed fee is $169,000 based on the scope of work defined in Attachment A.
Actual labor and expenses will be billed as described above

City of Monroe
SSES, Flow Monitoring and Project Plan Schedule

ID	Task Name	Duration	Start	Finish
1	**Flow Monitoring Evaluation**	60 days	Mon 11/03/08	Fri 01/23/09
2	Flow Monitoring	20 days	Mon 11/03/08	Fri 11/28/08
3	Review Flow/Rain Data	10 days	Mon 12/01/08	Fri 12/12/08
4	Dev. Data Summary	10 days	Mon 12/15/08	Fri 12/26/08
5	ID Rehab Projects	5 days	Mon 12/15/08	Fri 12/19/08
6	Draft Report	10 days	Mon 12/29/08	Fri 01/09/09
7	Final Report	5 days	Mon 01/19/09	Fri 01/23/09
8				
9	**Stress Testing Assistance**	46 days	Mon 11/03/08	Mon 01/05/09
10	Review Procedures	1 day	Mon 11/03/08	Mon 11/03/08
11	Conduct Testing	35 days	Tue 11/04/08	Mon 12/22/08
12	Analyze Results	5 days	Tue 12/23/08	Mon 12/29/08
13	Letter Report	5 days	Tue 12/30/08	Mon 01/05/09
14				
15	**Footing Drain Disconnect Study**	20 days	Mon 11/03/08	Fri 11/28/08
16	Dev. Cost Est./Comparisons	10 days	Mon 11/03/08	Fri 11/14/08
17	Review Similar Communities	5 days	Mon 11/17/08	Fri 11/21/08
18	Letter Report	5 days	Mon 11/24/08	Fri 11/28/08
19				
20	**Sewer System Evaluation Survey**	80 days	Mon 11/10/08	Fri 02/27/09
21	Cleaning and Televising	45 days	Mon 11/10/08	Fri 01/09/09
22	Smoke and Dye Testing	30 days	Mon 11/24/08	Fri 01/02/09
23	Manhole Inspection	10 days	Mon 11/10/08	Fri 11/21/08
24	Cost-Effect. Analysis	20 days	Mon 01/12/09	Fri 02/06/09
25	SSES Draft Report	10 days	Mon 02/09/09	Fri 02/20/09
26	SSES Final Report	5 days	Mon 02/23/09	Fri 02/27/09
27	Review Hist. Plant Flows	5 days	Mon 01/12/09	Fri 01/16/09
28	Review of Retention Reqmts.	5 days	Mon 02/23/09	Fri 02/27/09
29				
30	**Project Plan**	87 days	Fri 02/27/09	Mon 06/29/09
31	Select Recommended Alternatives	5 days	Fri 02/27/09	Thu 03/05/09
32	ID Enviro Impacts	10 days	Fri 03/06/09	Thu 03/19/09
33	Dev. Draft Proj Plan	20 days	Fri 03/06/09	Thu 04/02/09
34	Draft Proj Plan to MDEQ	0 days	Thu 04/02/09	Thu 04/02/09
35	MDEQ Review	20 days	Fri 04/03/09	Thu 04/30/09
36	Advertise for Public Hearing	0 days	Thu 05/07/09	Thu 05/07/09
37	Hold Public Hearing	0 days	Thu 06/04/09	Thu 06/04/09
38	Prepare Final Proj Plan	30 days	Fri 05/01/09	Thu 06/11/09
39	City Council Resolution	10 days	Fri 06/12/09	Thu 06/25/09
40	Final Proj Plan to MDEQ	2 days	Fri 06/26/09	Mon 06/29/09



Project: SSES_FM_Proj Plan Schedul
Date: Fri 10/31/08

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: 2008 CONCRETE PAVING PROGRAM CHANGE ORDER (4 MINOR PROJECT LOCATIONS)

DISCUSSION: On June 4, 2007, the City Council awarded a contract for the 2007 Concrete Paving Program to Dominic Gaglio Construction, Inc. in the amount of $413,941.71, as the result of public bidding. Their bid at the time was 30 percent below the original Engineer's Estimate, and 3 percent below the second low bidder. 2007 prices were, in general, the lowest seen in over a decade by the Engineering Department, and it is believed that this is mostly due to the poor economy. Subsequent Change Orders by the City Council, including the award of five (5) additional street projects in 2008 brought the total contract amount to $900,350.22, and all 2007 and 2008 work was completed satisfactorily and on time. The 2008 pricing represented less than a 3% overall increase in 2007 pricing, which is a primary reason the contract was extended in 2008.

All local street projects except Harbor Avenue have been completed, such that a rough accounting of the remaining project funds has been undertaken by the Engineering Department. There is at least $46,000 remaining within the sum of the engineering and contractual accounts, excluding any remaining funds from Harbor Avenue. Unless the weather turns abnormally poor, we will have the opportunity to complete a few small concrete projects within the next few weeks. The Contractor has indicated that they are willing to perform this work and to again hold the 2008 pricing. The Engineering Department has identified many smaller projects that could address lingering needs with a relatively small amount of money, and still can be completed within 2008. Four (4) of these are being presented for your approval as follows:

1. Large patch (55' x 15.5') on north side of West Lorain Street adjacent to Manor School	$4,000
2. Reconstruction of approximately 90 feet of John Rolfe Drive north of Lorain in 8" concrete	$13,300
3. Reconstruction of approximately 100 feet of Donnalee Drive north of Lorain in 8" concrete	$16,700
4. Large concrete patches and widening of the curb radius at Stanford Drive and Borgess Avenue	$13,300
Total Cost of Projects	$44,500

Item #1 was identified during the ADA Ramp Program but was unable to be funded completely, as the crosswalk in this area is severely deteriorated, as is a few adjacent concrete panels. Items #2 and #3 have been identified by the Engineering Department since they are just a short section of bituminous (asphalt) pavement between Lorain Street and a concrete section on each street. With the outstanding prices in this year's concrete program, to mill and resurface these in asphalt would actually save only roughly $1000 each with half of the expected project lifespan, and could not be done this year due to asphalt plant closing dates. Item #4 is one of a series of problems along Borgess Avenue (generally thought of as an alley due to only being platted half width). In this area, the curb radii combined with the narrow roadway width on Borgess do not allow refuse trucks to turn corners without jumping over yards, causing substantial damage and depressions that hold water. While there are multiple intersections with Borgess in this area requiring work, we have selected the worst corner for this year. Photos of each of these areas are attached for your reference. The above pricing includes an additional 10% for each project to cover Engineering costs and some minor contingencies. Due to the relatively small and simple nature of each of these, it is not expected the traditional contingency and engineering allocation will be needed, however, if this should prove not to be the case some additional funds will likely be available in the Harbor Avenue project to cover any shortfall within a few weeks.

IT IS RECOMMENDED that the City Council award a Change Order to the 2007/2008 Concrete Paving Program to Dominic Gaglio Construction, Inc. for the reconstruction of the above four (4) projects in the amount of $44,500, which includes 10% in Engineering and Contingencies. **IT IS FURTHER RECOMMENDED** that the City Engineer be authorized to sign the change order on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 17, 2008

REASON FOR DEADLINE: It is unlikely that we will have more than 3-4 weeks of weather conducive to concrete paving.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, adjacent residents and property owners, traveling public

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$44,500*
Cost of This Project Approval	$44,500*
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Includes 10% contingency and engineering.

SOURCE OF FUNDS:

City	Account Number	Amount
Bentley Resurf. Contractual	203-60.451-818.020 09L02	$9,800
Bentley Resurf. Engineering	203-60.451-825.005 09L02	$10,500
N. Roessler Resurf. Contractual	203-60.451-818.020 09L03	$10,900
N. Roessler Resurf. Engineering	203-60.451-825.005 09L03	$13,300

*Finance Director to set up new project codes based on transfers from the above project accounts.

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 11/12/08

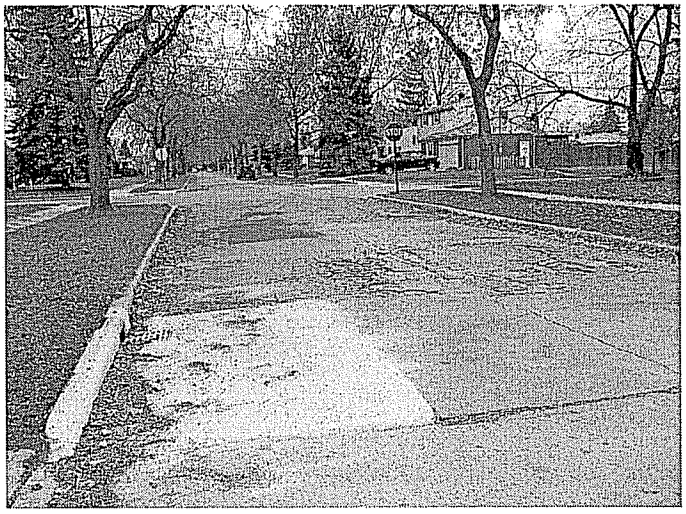
REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 17, 2008

Project 1: West Lorain Street

The proposed project would replace the poor concrete in the crosswalk, as well as approximately 45-50 feet beyond.

Project 2: John Rolfe Drive



The proposed project will remove the existing asphalt pavement and concrete curbs and replace with 8" concrete with integral curb and gutter.

Project 3: Donnalee Drive

The proposed project will remove the existing asphalt pavement and concrete curbs and replace with 8" concrete with integral curb and gutter.

Project 4: Stanford at Borgess

This project will widen the existing curb radius to better allow refuse trucks, and will install a larger permanent patch is concrete with integral curb and gutter to ensure the stability of the alley pavement at the end of truck turns.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: ENGINEERING SERVICES – 2008 WATER MAIN REHABILIATION PROGRAM – CONTINUATION OF INSPECTION SERVICES

DISCUSSION: In December 2006, the Monroe City Council awarded a contract to Arcadis U.S., Inc. to prepare a project plan to submit to the MDEQ Drinking Water Revolving Fund (DWRF) for what was intended to be the first year of a comprehensive water main replacement and rehabilitation program through the DWRF. Again in May 2007, the City Council awarded a contract for professional services to include design and construction inspection for this program, and this work was focused primarily on the rehabilitation (i.e., cleaning and lining) portions of the program. While the project was not ultimately funded through the DWRF program, nonetheless the City issued General obligation bonds and the work commenced on schedule. Currently, Arcadis has been assisting us with on-site inspection of the rehabilitation work on Detroit Avenue, Mill Street, and East Elm Avenue, which is expected to last until poor weather causes postponement of the work to Spring 2009. The original contract award for inspection has already been exhausted, so we are asking for an extension to allow Arcadis to finish the construction season. The original hourly breakdown from earlier, which also shows the schedule of rates for each position, is attached with this fact sheet.

IT IS RECOMMENDED that an additional purchase order in the amount of $20,000 be awarded to Arcadis U.S., Inc. for inspection on the 2008 Water Main Rehabilitation Program. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to issue the purchase order on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 17, 2008

REASON FOR DEADLINE: Engineering Department staff does not have the ability to inspect this project given other needs, work is continuing on the water main rehabilitation program.

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Department, Engineering Department, water customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 20,000.00
Cost of This Project Approval	$ 20,000.00
Related Annual Operating Cost	$ 0
Increased Revenue Expected/Year	$ 0

SOURCE OF FUNDS:

City	Account Number	Amount
Water Main Program – Yr. 1	59140538 818020 08W12	$ 20,000.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, Director of Engineering and Public Services **DATE:** 11/12/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 17, 2008

MONROE, MICHIGAN
WATER MAIN REPLACEMENT AND REHAB
HOURLY RATE AND HOUR BREAKDOWN

CLASSIFICATION	BILLABLE RATE	W. Fourth 2,820 feet TASK HOURS	E. Fourth 400 feet TASK HOURS	E. Elm 2,604 feet TASK HOURS	Detroit 2,135 feet TASK HOURS	Mill 325 feet TASK HOURS	W Front 1,209 feet TASK HOURS	E. Front 2,240 feet TASK HOURS	Huber 2,060 feet TASK HOURS	TOTAL HOURS	COST
Project Manager Infrastructure	$ 153.59	25	6	10	8	4	4	8	8	73	$ 11,233.11
QA Review Specialist	$ 111.57	7	2	5	5	1	1	5	5	31	$ 3,421.15
Project Engineer Infrastructure	$ 107.90	48	6	16	16	6	6	16	16	130	$ 14,027.29
Chief Design Engineer	$ 190.98	1	0	2	2	0	0	2	2	9	$ 1,718.80
Engineer- Infrastructure	$ 77.44	14	8	12	12	10	10	12	12	90	$ 6,969.69
Chief CAD/Drafter	$ 101.20	4	1	2	2	1	1	2	2	15	$ 1,518.07
CAD/Drafter-Architectural	$ 86.42	1	0	2	1	0	0	1	1	6	$ 518.55
CAD/Drafter-Utility	$ 81.02	77	19	30	29	13	16	29	29	242	$ 19,605.68
Co-op Technician	$ 43.21	5	1	5	2	1	1	2	2	19	$ 821.04
Technician-Construction	$ 72.97	2	1	2	1	0	0	1	1	8	$ 609.52
Technician- Infrastructure	$ 97.34	5	1	5	2	1	1	2	2	19	$ 1,842.17
Estimator	$ 134.44	5	1	5	2	1	1	2	2	19	$ 2,554.27
Specifications Writer	$ 94.02	9	2	9	5	3	4	5	5	42	$ 3,949.01
Surveyor	$ 77.02	72	16	0	0	0	0	0	0	88	$ 6,777.97
Survey Supervisor	$ 130.02	6	6	0	0	0	0	0	0	12	$ 1,560.28
Secretarial	$ 48.69	9	2	9	9	3	6	9	9	56	$ 2,726.44
									TOTALS	859	$ 79,853.03
										$ 92.95	

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: SALE OF SURPLUS VEHICLES

DISCUSSION: The Department of Public Services Stores and Equipment Section is generally responsible for the upkeep and maintenance of most City vehicles, and the property at 222 Jones Avenue is often used for storage of unused vehicles while they await final disposition. Further, the Police Department utilizes a secured building on this property for processing of evidence related to seized vehicles, and many of these vehicles are eventually forfeited by their owners due to drug-related and other charges. It has been some time since Public Services has held any type of auction or vehicle sale, so it determined that sealed bids would be accepted for surplus vehicles not being used. Besides the obvious advantage of bringing some revenue into the various City funds, the sale of this extra property represents a good first step in beginning to clean up the Public Services yard and making it a more attractive facility.

City Ordinances 208.05 and 208.06 require that any assets of value greater than $500 must be sold through public bidding or auction. Accordingly, sale of twenty (20) vehicles and pieces of equipment were advertised in the Monroe Evening News for three (3) days and direct mail notification was sent to other entities thought to be interested. Bidders had the opportunity to bid on any or all vehicles and equipment, but were required to post a bid bond in the amount of 25% of the sum of any bids. A copy of the advertisement and bid forms are attached with this fact sheet. Bids were opened on Monday, November 10 at City Hall, and a tabulation of bids is attached. At least one bid was received for each vehicle, and there were seven (7) different high bidders. Vehicles 1 through 4 and 20 are the property of the Water Department, vehicles 7 and 18 are Drug Forfeitures through the Police Department, vehicle 19 is owned directly by the Stores and Equipment Fund, and the remaining vehicles are General Fund-owned, either Police or Fire. The proceeds from the sale should therefore be directed into the appropriate funds.

IT IS RECOMMENDED that the City Council dispose of the property delineated on the attached bid tabulation sheet to the bidders listed therein, in the amounts shown. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services and / or his designee be authorized to perform any transactions necessary to complete these sales.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Bids are only good for thirty (30) days and it is preferred to dispose of this property prior to the Winter months to prevent further degradation in their condition.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Public Services Department, Police Department, Fire Department, Water Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$(30,631.00)*
Cost of This Project Approval	$(30,361.00)
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Sum of high bids for each vehicle.

SOURCE OF FUNDS:

City	Account Number	Amount
Water Fund	591-81.400-673.000	$(10,578.53)
General Fund	101-80.100-673.000	$(7,790.36)
Stores and Equipment Fund	641-81.400-673.000	$(750.00)
Drug Forfeiture Fund	265-81.300-656.000	$(11,512.11)

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 11/12/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 17, 2008

City of Monroe Surplus Vehicle Sales - Bids Due November 10, 2008

Bid Tabulation - Bidders allowed to bid on any or all vehicles - High Bidder in **BOLD**

Bid #	Description	Mileage	George Andrzejewski, Jonathon's Greenhouse, 51303 Sylvia Drive, Belleville, MI 48111	Pete Giannakakis, Monroe Cab Company, 148 N. Monroe St., Monroe, MI 48162	Derek Hurst, Trumbull Auto Sales, 12853 Levan, Livonia, MI 48150	Stanley Kachar, Kachar's Used Cars, 15033 S. Telegraph Rd., Monroe, MI 48161	Judy Michrina, 511 Godfroy Ave., Monroe, MI 48162	Tim Peck, Jim's Towing, 1012 Franklin St., Monroe, MI 48161	Bradley Smith, 12557 Woodside, Carleton, MI 48117	Jack Sturn, Jack's Lawn Service, 855 Woodville Ave., Monroe, MI 48161	Jason Wright, Wright's Excavating, 2905 Foster Lane, LaSalle, MI 48145
1	2000 White Dodge Ram Van	63355	**$375.50**		$351.01						
2	2000 White Dodge Ram Van	69866			**$351.01**						
3	2000 White Dodge Ram Van	97674			**$351.01**						
4	2000 White Dodge Ram Van	85914			**$351.01**						
5	1989 Ford Ambulance	104087			**$251.01**			$222.22			
6	1995 Ford E350 Bus	151253			$251.00			**$303.31**	$100.00		
7	1994 Red Chevrolet Cavalier	145405			$27.00	**$401.00**		$66.66			
8	2000 Blue Ford Crown Victoria	100088			**$777.01**						
9	2003 Blue Ford Crown Victoria	64396			**$751.01**	$605.00					
10	2003 Black Ford Crown Victoria	81428		$500.00	**$637.01**	$605.00					
11	2003 Black Ford Crown Victoria	82126			**$951.01**	$605.00					
12	2003 Black Ford Crown Victoria	64968			$351.01	**$605.00**					
13	2004 Black Dodge Intrepid	67821			$151.01	**$703.00**					
14	2004 Black Dodge Intrepid	61718			$151.01	**$703.00**					
15	2004 Black Dodge Intrepid	59675			$151.01	**$703.00**					
16	2004 Black Dodge Intrepid	49804			$151.01	**$703.00**					
17	2004 Black Dodge Intrepid	66123			$151.01	**$703.00**					
18	2008 Black Pontiac G6	14478				$10,110.00	**$11,111.11**				
19	1974 Dorsey Semi-Trailer	N/A						$404.01		$515.00	**$750.00**
20	1999 John Deere Backhoe	6488 hrs.				$7,610.00				**$9,150.00**	$8,500.00

ADVERTISEMENT FOR BIDS

Sealed bids for the sale of:

VARIOUS CITY OF MONROE SURPLUS VEHICLES

will be received by the City Clerk-Treasurer in the City Hall at 120 East First Street, Loranger Square, Monroe, Michigan 48161, until 3:00 P.M., LOCAL TIME, Monday, the 10th day of NOVEMBER, 2008. The bids will be publicly opened and read aloud by the City Clerk at 3:00 P.M., LOCAL TIME, the same day, in the City Clerk's Office. Bids will be accepted for one or more vehicles per bidder, and awards will be made separately at the maximum price submitted for each vehicle. The following stipulations will apply:

- A bid bond or certified check made payable to the City of Monroe in the amount of not less than 25% of the bid price for each vehicle must be submitted at time of bid opening.
- All vehicles will be sold in "as is" condition. Vehicles are available for pre-bid inspection at the Department of Public Services, 222 Jones Avenue, on November 4, 5, and 6, from 8:00 A.M. to 4:00 P.M. Contact Shana Hayter at 734-241-2024 to schedule an appointment.
- Bidder must take delivery no later than 14 days following City Council award, which is expected to be November 17, 2008. Failure to pick up vehicle(s) within allotted time may result in forfeiture of bid security and the City of Monroe would reserve the right to award to the next maximum bid price.
- No bidder may withdraw his bid within thirty days after the actual date of the opening thereof, but may withdraw it at any time prior to the scheduled closing time for receipts of bids.
- Final payment will be accepted in the form of cash, certified check, or money order only. No personal checks will be accepted.

Any bid must be submitted on designated bid form which is available by contacting Shana Hayter at the Department of Public Services, 734-241-2024.

MARK G. WORRELL
Mayor

CHARLES D. EVANS
City Clerk-Treasurer

PATRICK M. LEWIS, P.E.
Director of Engineering and Public Services

VARIOUS CITY OF MONROE SURPLUS VEHICLE SALES
BID FORM

ITEM NO.	DESCRIPTION OF VEHICLE	AMOUNT
1.	2000 White Dodge Ram Van (1022), VIN 2B7HB11Y3YK177501, Mileage 63,355	
	_____ DOLLARS _____ CENTS	$_____
2.	2000 White Dodge Ram Van (1025), VIN 2B7HB11Y5YK177502, Mileage 69,866	
	_____ DOLLARS _____ CENTS	$_____
3.	2000 White Dodge Ram Van (1023), VIN 2B7HB11Y7YK177503, Mileage 97,674	
	_____ DOLLARS _____ CENTS	$_____
4.	2000 White Dodge Ram Van (1024), VIN 2B7HB11Y9YK177504, Mileage 85,914	
	_____ DOLLARS _____ CENTS	$_____
5.	1989 Ford Ambulance, VIN 1FDKE30MOKHA20649, Mileage 104,087	
	_____ DOLLARS _____ CENTS	$_____

VARIOUS CITY OF MONROE SURPLUS VEHICLE SALES
BID FORM

ITEM NO.	DESCRIPTION OF VEHICLE	AMOUNT
6.	1995 White Ford E350 Bus, VIN 1FDKE30FOSHA69416, Mileage 151,253	
	_____ DOLLARS _____ CENTS	$_____
7.	1994 Red Chevrolet Cavalier, VIN 1G1JC14T2R7199099, Mileage 145,405	
	_____ DOLLARS _____ CENTS	$_____
8.	2000 Blue Ford Crown Victoria, VIN 2FAFP71W7YX174930, Mileage 100,088	
	_____ DOLLARS _____ CENTS	$_____
9.	2003 Blue Ford Crown Victoria, (#11) VIN 2FAFP71W43X125774, Mileage 64,396	
	_____ DOLLARS _____ CENTS	$_____
10.	2003 Black Ford Crown Victoria VIN 2FAHP71W43X206072, Mileage 81,428	
	_____ DOLLARS _____ CENTS	$_____

VARIOUS CITY OF MONROE SURPLUS VEHICLE SALES
BID FORM

ITEM NO.	DESCRIPTION OF VEHICLE	AMOUNT
11.	2003 Black Crown Victoria VIN 2FAFP71W83X125776, Mileage 82,126	
	_____ DOLLARS _____ CENTS	$_____
12.	2003 Black Crown Victoria, (#3) VIN 2FAHP71W23X206071, Mileage 64,968	
	_____ DOLLARS _____ CENTS	$_____
13.	2004 Black Dodge Intrepid, (#4) VIN 2B3HV46V44H606826, Mileage 67,821	
	_____ DOLLARS _____ CENTS	$_____
14.	2004 Black Dodge Intrepid, (#5) VIN 2B3HV46V54H702836, Mileage 61,718	
	_____ DOLLARS _____ CENTS	$_____
15.	2004 Black Dodge Intrepid, (#14) VIN 2B3HV46V54H616068, Mileage 59,675	
	_____ DOLLARS _____ CENTS	$_____

VARIOUS CITY OF MONROE SURPLUS VEHICLE SALES
BID FORM

ITEM NO.	DESCRIPTION OF VEHICLE	AMOUNT
16.	2004 Black Dodge Intrepid, (#8) VIN 2B3HV46V24H606825, Mileage 49,804	
	_____ DOLLARS _____ CENTS	$_____
17.	2004 Black Dodge Intrepid, (#3) VIN 2B3HV46V14H701926, Mileage 66,123	
	_____ DOLLARS _____ CENTS	$_____
18.	2008 Black Pontiac G6, VIN 1G2ZH17NX84182192, Mileage 14,478	
	NOTE: MINIMUM BID TO START AT $10,000.00	
	_____ DOLLARS _____ CENTS	$_____
19.	1974 Dorsey Semi-Trailer, 40 Ft. Serial #II2285	
	_____ DOLLARS _____ CENTS	$_____
20.	1999 John Deere Backhoe, Model 310SE Serial #T 0310SE 850377, HOURS 6,488	
	NOTE: MINIMUM BID TO START AT $7,500.00	
	_____ DOLLARS _____ CENTS	$_____

BIDDER'S SIGNATURE PAGE

Bidder's Signature

Company Name (Please Print) – if applicable

Bidder's Name (Please Print)

Street Address

Telephone Number Fax Number - if applicable

City State Zip

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: ORDINANCE 08-018: AN ORDINANCE TO AMEND SECTION 1020.04, REMOVAL OF SNOW, ICE, FILTH, AND DIRT FROM SIDEWALKS

DISCUSSION: On October 20, 2008, the City Council approved changes the above section of the Codified Ordinances, and the primary purpose of these changes was to allow for notification to property owners of their duty to remove snow and ice to be made once per year in a newspaper of general circulation, rather than having to provide direct notice to property owners. The result of this change would be the more speedy removal of snow from sidewalks during routine snow events, as the City no longer will have to wait an additional 24 hours for notification before arranging to have sidewalks cleared.

As the Public Services Department began reviewing our Winter operations plans, it became apparent that while requiring residents and the City itself to clear sidewalks within 24 hours during routine snow events is reasonable, it is somewhat unrealistic for large occurrences. As a result, we would like to again amend the ordinance to add provisions that would suspend for up to 72 hours the requirements to remove snow from sidewalks during a declared snow emergency. This should serve to both alleviate pressure on residents to constantly clear their walks, and will also allow the Public Services Department time to be able to clear sidewalks at the end of a large storm after the streets are completed. Typically, snow emergencies are considered when a storm total is expected to exceed four inches (4").

Lastly, the Public Services Department wishes to eliminate the "filth and dirt" from the above Ordinance title, as per comments made at the previous Council meetings on this topic. It is felt that while large accumulations of leaves, dirt, or other debris can cause the same type of mobility hindrance that snow and ice can, there are other ordinance provisions dealing with obstructions of public places that can be more appropriately used to target these very infrequent occurrences.

IT IS RECOMMENDED that Ordinance 08-018, an Ordinance to amend Section 1020.04, be placed on the floor for its first reading on November 17, 2008, and that the public hearing on the ordinance be scheduled for December 1, 2008 at 7:30 P.M. in the City Council Chambers.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: We are now into the Winter maintenance season

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Public Services Department, property owners throughout the City

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

	City	Account Number	Amount
	Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 11/17/08

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 17, 2008

ORDINANCE NO. 08-018

An Ordinance to amend Section 1020.04, Removal of Snow, Ice Filth and Dirt from Sidewalks, of the Codified Ordinances of Monroe, Michigan.

THE CITY OF MONROE ORDAINS:

SECTION I AMENDMENT OF SECTION 1020.04 OF THE CODIFIED ORDINANCES OF MONROE, MICHIGAN

Section 1020.04 is amended to read as follows:

1020.04 REMOVAL OF SNOW~~,~~ AND ICE~~, FILTH AND DIRT~~ FROM SIDEWALKS.

(a) Snow Removal: Duty of Property Owner and Occupant. The owner or occupant of each and every lot or subdivision thereof, or of any piece or parcel of land in front of or adjacent to which a sidewalk shall have been or may hereafter be constructed, shall clear off and remove all accumulations of snow and ice from such sidewalk, as such snow or ice shall accumulate, by 8:00 a.m. on the day following the snowfall.

(b) Removal by City; Collection of Costs. Upon the failure of the owner or occupant to remove or cause to be removed such snow or ice from the sidewalk within 48 hours after 8:00 a.m. on the day following the snowfall the City of Monroe may cause the same to be removed from the sidewalk.

(c) Suspension of Provisions for Snow Emergency. At any such time that the City Manager or his / her designee shall cause a Snow Emergency to be declared, the requirements of subsections (a) and (b) above may be suspended for up to seventy-two (72) hours from the time of said declaration by the City Manager.

(~~ed~~) Assessment of Costs. The Head of the Department of Public Services shall keep an accurate account of the expenses incurred with respect to each parcel of land in carrying

out the provisions of chapter and shall make a sworn statement of such account and present the same to the City Treasurer. The City Treasurer shall prepare and send an invoice to the last known owner, as reflected by the current tax roll, for the cost of such work in accordance with the statement of the Head of the Department of Public Services. The City Treasurer shall add 10% to the cost reflected to cover the cost of supervision and billing. In the event that the invoice is not paid forthwith, the cost shall be charged against the premises, reported to the assessor, and levied by him/her as a special tax or assessment upon the premises. The special assessment shall be subject to review, after proper notice is given as in all other cases of special assessment provided the City Charter. When the tax is confirmed, it shall be a lien upon the premises and the same shall be collected in the same manner as other City Taxes. The City may also file suit against the owner and/or occupant of the premises and collect the same as a personal obligation.

(~~d~~e) Published Notice. The City Manager shall cause to be published in a newspaper of general circulation of the City of Monroe a notice of the provisions and requirements of this ordinance annually during the month of October.

SECTION 2 REPEALER

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

SECTION 3 EFFECTIVE DATE

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