
RULE OF THE CHAMBER

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

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

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

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

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

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

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 6, 2010
7:30 P.M.**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

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

A. Approval of the Minutes of the Council Work Session held on Monday, November 15, 2010 and the Minutes of the Regular Meeting held on Monday, November 15, 2010.

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

260 Arthur Lesow Community (ALCC) Building Improvements Bids.

1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the ALCC Building Improvements, and recommending that Council award the base bid in the amount of \$106,171 to Sieb Plumbing & Heating, with \$122,000 encumbered to include a 15% contingency, that bids for Alternates #1, #2, and #3 be rejected, and that Alternate #1 be re-bid, with proposed award at the January 4, 2011 or January 18, 2011 City Council meeting, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the city of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

261 Great Lakes Commission – Consultant Award.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on the Great Lakes Commission Grant in cooperation with consultant proposals so an updated action tracking table for the River Raisin AOC can be used to develop a Stage II document complete with all tasks necessary for a complete delisting of all Beneficial Use Impairments (BUI) upon formal approval, and recommending that Council award a contract to ECT, Inc., in the amount of \$6,500 as detailed above and that the

Director of Water & Wastewater Utilities or his designee be authorized to sign the contracts on behalf of the City of Monroe.

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

262 City Hall office lease – Great Lakes Tower.

1. Communication from the Building Official, submitting an addendum to the lease agreement between the City of Monroe and Great Lakes Tower for an additional 351 square feet of office space that will add \$204.75 per month to the current amount of \$537.25, and recommending that Council approve the terms of the lease addendum document attached and to authorize that it be executed and signed by the Mayor and Clerk-Treasurer.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

263 Demolition Bid – 317 Cass Street.

1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 317 Cass Street, and recommending that Council award the contract to Executive Construction Management Co., in the amount of \$7,875 and that a total of \$12,875 be encumbered to include a contingency of \$5,000 for the abatement of asbestos if identified, and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

264 Demolition Bid – 1029 East Second Street.

1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 1029 East Second Street, and recommending that Council award the contract to Den-Man Contractors Inc., in the amount of \$8,965 and that a total of \$13,965 be encumbered to include a contingency of \$5,000 for the abatement of asbestos if identified, and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

265 Demolition Bid – 369 Armitage Drive.

1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 369 Armitage Drive, and recommending that Council award the contract to Earth Works Excavating, in the amount of \$8,300 and that a total of \$13,300 be encumbered to include a contingency of \$5,000 for the abatement of asbestos if identified, and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

266 Energy Efficiency and Conservation Block Grant Award.

1. Communication from the Interim Director of Planning & Recreation, submitting the Energy Efficiency and Conservation Block Grant Agreement between the City of Monroe (grant Subrecipient) and the City of Riverview (grant Recipient) for a grant from the Michigan Department of Energy, Labor and

Economic Growth to engage in energy efficiency retrofits, and recommending that Council authorize the Mayor or his designee to execute the enclosed agreement and proceed in accepting the terms described therein.

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

267 Director of Economic & Community Development Appointment Confirmation.

1. Communication from the City Manager, submitting a recommendation and request for Mayor and Council confirmation of the appointment of Daniel E. Swallow as the Director of Economic & Community Development for the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

268 Director of Economic & Community Development Employment Agreement Approval.

1. Communication from the City Manager, submitting an Employment Agreement with Daniel E. Swallow for his employment as the Director of Economic & Community Development, and recommending that the Mayor and City Council approve the Agreement.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

V. MAYOR'S COMMENTS.

VI. CITY MANAGER COMMUNICATION.

VII. COUNCIL COMMENTS.

VIII. CITIZEN COMMENTS

IX. CLOSED SESSION TO DISCUSS PENDING LITIGATION AND ATTORNEY'S OPINION.

X. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: ARTHUR LESOW COMMUNITY CENTER (ALCC) BUILDING IMPROVEMENTS – REPORT ON BIDS RECEIVED

DISCUSSION: As a part of the 20010-11 Capital Improvements Program (CIP), the City Council funded a total of \$262,500 for the complete overhaul of the mechanical / ventilation system at the Arthur Lesow Community Center (ALCC), located at 120 Eastchester Street. This work was identified as a high-priority need in the Engineering Facility Evaluation study of the center that was completed in 2009. Since the center serves a large number of low-to-moderate income persons, it is eligible for funding through the City's annual Community Development Block Grant (CDBG) entitlement funding.

At the May 17, 2010 City Council meeting, a design contract for a "Not to Exceed" amount of \$45,225 was awarded to James S. Jacobs Architects, PLLC of Monroe. It was decided at the time of this award that since the mechanical and electrical systems are very inter-twined, the design layout of the future electrical system (the next listed high priority project, originally planned for 2011-12) must be performed at the same time to ensure that the electrical system can support the new mechanical system loadings, and that conflicting elements are not installed. As a result, at the direction of the Engineering Department, the completed plan set includes a base bid that incorporates all building ventilation system improvements, and replacement of the electrical service panels and feeds with associated wiring to support all. Three (3) bid alternates were included, and it was intended that though the budget would not allow all to be awarded, this would be a way to select as many alternates as possible this year as well as to determine the estimated costs for the remaining work that is to be performed in 2011-12 for inclusion in the upcoming Capital Improvements Program submittal. Alternate 1 essentially involves interior and exterior work for air conditioning of the lower level community room / boxing area, which is highly used by the center, and Alternate 2 involves installation of air conditioning for the upper and lower level offices. Alternate 3 is a building-wide lighting upgrade, including the gymnasium. Based on the already-awarded design contract amount of \$45,225, there is still \$217,275 available for construction.

Bids were opened for this project on Monday, November 29. There were four (4) bidders, and a bid tabulation has been attached for your review. The low bidder for the base bid is Sieb Plumbing & Heating, Inc. of Monroe, with a lump sum bid of \$106,171. The low bidder for Alternate #1 is Monroe Plumbing & Heating Company of Monroe, with a lump sum bid of \$67,000. Since the remaining alternates are of lower priority, and the budget will only accommodate one of the three based on the low bids, it is recommended that bids for Alternates #2 and #3 be rejected, and these re-bid after 2011-12 Fiscal Year (or later) funding is available. If both the base bid and Alternate #1 are considered, the low bidder is actually Monroe Plumbing & Heating Company in the amount of \$178,000, with Sieb Plumbing & Heating coming in second at \$186,086. If the City chooses to award the base bid and Alternate #1 separately, the savings would be \$4,829 over what would be achieved by awarding both to the overall low bidder. Both bidders are very reputable, and in combination with their subcontractors are capable of completing the work satisfactorily, and it is believed that both can fulfill our Labor Harmony requirements, which is a contingent requirement of each contract.

It should be noted that there were two (2) different bid irregularities that the Engineering Department is recommending waiving. First, one addendum was released detailing minor deductions in electrical work (believed to be less than \$1,000 in value deducted from the original drawings), but was not acknowledged in return of bids by Sieb Plumbing & Heating and the Beresh Group as required. It is unclear why these were not returned, but the Engineering Department does have confirmation that they were received on November 24 by all bidders, and since the bid opening Sieb has acknowledged that it was received. However, we feel that since this represents a net deduction in the expected price, failure to acknowledge did not in this case affect the relative position of the bidders. Secondly, the second low bidder, Erie Welding & Mechanical Contractors, Inc., submitted their bid approximately 30 seconds after 3:00 P.M., when the Clerk's office began opening bids, but no pricing data had actually been revealed. Since the City reserves the right to waive irregularities in the bids, the Engineering Department recommends that this be done in all of the above cases, as no real advantage was gained by any of the three bidders.

DISCUSSION CONTINUED NEXT PAGE

DISCUSSION CONTINUED

Following bid opening, the Engineering Department was contacted by Monroe Plumbing & Heating, which indicated that they had allocated all of their expected fixed costs (bonds, insurance, general conditions, etc.) to the base bid only, and as such would prefer not to accept the award for Alternate #1 alone. While the Engineering Department placed specific language in the bid advertisement that informed the bidders that we would consider awarding base bid and alternates separately, they still felt the language was confusing and have requested that they either be awarded the base bid plus Alternate #1, or be allowed to withdraw without penalty. Further complicating matters, Sieb also indicated that they had made roughly a \$12,000 error in their bid for Alternate #1, which would have resulted in them being the overall low bidder had it not been made (though we do not allow bidders to amend their bids after opening). And lastly, on the day of bid opening, at least two bidders raised a concern on a conflicting plan note for Alternate #1, which appears to be close to a \$5,000 question in the bids, and was formally noted on Sieb's bid as a voluntary deduct alternate and verbally acknowledged by Monroe Plumbing and Heating. The result of this confusion over whether or not brick or concrete block was required for the screen wall for the new basement cooling unit led at least these two bidders to apparently err on the side of caution and bid the most expensive item (brick).

Given all of the above complications, it seems at this point that the most appropriate course of action at this point is to award the base bid to Sieb Plumbing & Heating, to reject all bids for Alternates 1, 2, and 3, and to simply re-bid Alternate 1 with the corrections needed. In such a fashion, the corrections can be made in all bids, any mistaken assumptions can be addressed by all of the bidders. The Engineering Department has strong reason to believe that the bids will be lower than if Alternate 1 was awarded now, given the above considerations.

IT IS RECOMMENDED that the City Council award the base bid in the amount of \$106,171 to Sieb Plumbing & Heating, with \$122,000 encumbered to include a 15% contingency, that bids for Alternates #1, #2, and #3 be rejected, and that Alternate #1 be re-bid, with proposed award at the January 4, 2011 or January 18, 2011 City Council meeting. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Contractors are ready to begin work in a relatively short time.

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, ALCC users and staff

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$262,500
Cost of This Project Approval	\$122,000*
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

*Includes 15% contingency.

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
ALCC Mechanical Sys. Upgr.	401-95.265-975.000 11C02	\$122,000

Other Funds

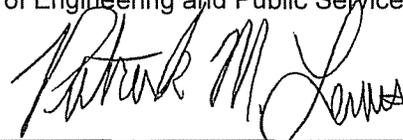
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 12/01/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: December 6, 2010



BUILDING IMPROVEMENTS FOR CITY OF MONROE ARTHUR LESOW COMMUNITY CENTER - BID TABULATION

		BASE BID - BUILDING-WIDE VENTILATION / MECHANICAL IMPROVEMENTS, ELECTRICAL UPGRADES	ALTERNATE 1 - AIR CONDITIONING UNIT FOR LOWER LEVEL COMMUNITY ROOM	ALTERNATE 2 - AIR CONDITIONING FOR OFFICE AREAS	ALTERNATE 3 - LIGHTING IMPROVEMENTS
BASE BID RANK	CONTRACTOR	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT
1	SIEB PLUMBING & HEATING, INC.	\$ 106,171.00	\$ 79,915.00	\$ 72,083.00	\$ 101,852.00
2	ERIE WELDING & MECHANICAL CONTRACTORS, INC.	\$ 107,000.00	\$ 82,000.00	\$ 65,000.00	\$ 90,000.00
3	MONROE PLUMBING & HEATING COMPANY	\$ 111,000.00	\$ 67,000.00	\$ 81,400.00	\$ 92,500.00
4	THE BERESH GROUP, INC.	\$ 142,471.00	\$ 73,533.00	\$ 96,435.00	\$ 91,869.00



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: GREAT LAKES COMMISSION – CONSULTANT AWARD

DISCUSSION: Historically, the City of Monroe along with substantial assistance and support from the Monroe County Drain Commissioner and citizen members of the Commission on Water Quality and the Environment (COTE) have pursued grants through various agencies including the Great Lakes Commission (GLC) for funding of numerous projects related to the ultimate goal of delisting of the River Raisin Area of Concern (AOC). As you recall at the November 1, 2010 Monroe City Council meeting a GLC grant was accepted in the amount of \$16,500.00 where a non-Federal match from the City of Monroe (\$5,000) will be provided via use of a meeting room, the Council Chambers and cable presentations to complete the project. The grant scope includes producing the following items / grant dollars:

- A. A report and attachments of the planning and design documents needed for the development of Phase II of the low-head dam project (\$3,500.00).
- B. Provide an updated action tracking table for the River Raisin AOC which can be used to develop a Stage II document complete with all tasks necessary for a complete delisting of all Beneficial Use Impairments (BUI) (\$6,500.00).
- C. Provide outreach and educational materials to the community (\$1,500.00).
- D. A DVD of a public service announcement / documentary highlighting the River Raisin AOC (\$5,000.00).

As part of the grant scope, an RFP was developed by COTE members for item B above (see attached) which was then solicited to qualified consulting firms. Two proposals were received, evaluated, and ranked by COTE members (see attached ranking). All grant scope items above must be completed by March 31, 2011.

Based on the proposal ranking, the highest ranked qualified consultant is Environmental Consulting & Technology, Inc (ECT) of Ann Arbor. We are seeking City Council approval of the consultant selection so that an updated action tracking table for the River Raisin AOC can be used to develop a Stage II document complete with all tasks necessary for a complete delisting of all BUIs upon formal approval. ECT has indicated that they can complete the item B grant tasks for the grant amount of \$6,500.00 within the limited grant timeframe. The City will be receiving the \$16,500.00 grant funds in three (3) disbursements of 40%, 40%, and 20% at different reporting intervals throughout the grant timeframe such that no out-of-pocket costs need to be budgeted by the City. ECT, Inc has worked for the City in the past on storm water / NPDES ordinance review in which they performed satisfactorily. We are confident they will perform effectively for this project as well.

IT IS RECOMMENDED that the City Council award a contract to ECT, Inc in the amount of \$6,500.00 as detailed above and that the Director of Water & Wastewater Utilities or his designee be authorized to sign the contracts on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

**DEVELOPMENT OF RIVER RAISIN AOC DELISTING ROADMAP BUI TRACKING MATRIX
PROPOSAL RATINGS**

FIRM		PROPOSAL SCORING							TOTAL WEIGHTED SCORE	RANK
		QUALIFICATIONS	PAST EXPERIENCE	AVAILABILITY OF STAFF	PAST LOCAL EXPERIENCE	EXPERIENCE WITH GRANTS	ABILITY TO COMPLETE PROJECT / SCHEDULE	FIXED FEE		
TTMPS	SCORE	10.0	9.5	7.8	7.5	9.5	10.0	9.0	8.93	2
	CATEGORY WEIGHTED SCORE	1.50	0.95	0.78	1.88	1.43	1.50	0.90		
ECT	SCORE	10.0	10.0	9.5	9.0	10.0	10.0	10.0	9.70	1
	CATEGORY WEIGHTED SCORE	1.50	1.00	0.95	2.25	1.50	1.50	1.00		
AREA WEIGHT (%)		15%	10%	10%	25%	15%	15%	10%	100%	
SCORING BASED ON 1 (LEAST) TO 10 (MOST)										

**CITY OF MONROE REQUEST FOR PROPOSALS (RFP)
FOR THE DEVELOPMENT OF RIVER RAISIN AREA OF CONCERN DELISTING ROADMAP
AND AN AOC-SPECIFIC BENEFICIAL USE IMPAIRMENT TRACKING MATRIX**

1. Purpose of Work / Project Background:

The City of Monroe is soliciting statements of qualifications to assist the City of Monroe and the Department of Natural Resources and Environment (DNRE) Areas of Concern (AOC) Program in the development of a four-year workplan and an updated AOC-specific BUI Tracking Matrix (Matrix) for the River Raisin AOC (see attached). This work will involve determining what specific locally-driven remedial actions are necessary to remove the nine Beneficial Use Impairments (BUIs) listed for this AOC within a four-year timeframe. The Matrix was prepared by Environmental Protection Agency's Great Lakes National Program Office (GLNPO) and will be used by stakeholders to seek funding for discrete remedial actions, and will also be used by the GLNPO and the DNRE to track restoration progress.

Maintaining the Matrix is a DNRE responsibility. Thus, the consultant team for this project will be expected to provide the DNRE with a final draft River Raisin AOC-specific Matrix for consideration. The City of Monroe has received \$6,500 Public Advisory Council (PAC) Support grant for this effort and expects to complete the project no later than March 30, 2011. The objectives of this project are to assist the City of Monroe's Commission on the Environment and Water Quality (the PAC) in developing a delisting roadmap (i.e., workplan) that can be used by local stakeholders and to assist with populating the Matrix with locally-driven actions needed to remove BUIs and delist the AOC by the end of 2014 or sooner.

2. Scope of Work and Deliverables

The consultant will work with the PAC and the DNRE to hold one stakeholder meeting, convene three ad hoc AOC Technical Review Committees (TRCs), and present workplan and Matrix results to the PAC for approval prior to submittal to the DNRE. The TRCs will consist of local stakeholders with the technical expertise to identify specific, locally-driven remedial action tasks that need to be implemented for each BUI listed. Actions identified by the TRC will be listed in the Matrix and must be remedial actions that will help achieve final delisting of the River Raisin AOC. The following four tasks that will be facilitated and/or completed by the consultant:

- 1) Conduct a review of existing restoration and protection initiatives within the AOC and convene a meeting to review with stakeholders the restoration and remedial action projects that are proposed or currently underway in the River Raisin AOC (and immediate vicinity) that will advance delisting efforts. The purpose of this meeting is to begin to fill-gaps and identify projects that may relate to the AOC. Based on the stakeholder meeting, the consultant will also assist the PAC and DNRE with identifying technical experts and other stakeholders interested in participating in one or more of the three TRC meetings.
- 2) Convene three TRC meetings to develop an implementation roadmap/ workplan for addressing remaining use impairments in subsequent years. The three technical committee meetings will focus on the following six components for each of the nine remaining BUIs:
 - a) **Status (determined by consultant with assistance from DNRE):** The consultant will summarize the significance of each BUI, including briefly describing ongoing or planned remedial actions, and outline the restoration criteria to achieve delisting. When applicable, the consultant will identify where

- the BUI is geographically located within the AOC. This information will be provided to the technical committee members in advance of the initial meeting.
- b) **Remedial Actions:** The technical committee will identify tasks and/or projects that can be implemented at the local-level and are needed to achieve measurable progress towards BUI restoration and delisting. Remedial actions identified by each TRC will be listed in the Matrix.
 - c) **Timeline Development:** Estimate the time to complete each BUI removal and provide an estimated time frame for achieving delisting. Emphasize which remedial actions identified in the Matrix can be completed on a fast-track basis (i.e., completed within two-year timeframe).
 - d) **Responsibility:** Consider existing state, federal and local programs/organizations that could complete remedial actions. Also consider what programs/organizations may address the monitoring and/or assessment needs.
 - e) **Funding Opportunities:** For each BUI, summarize possible funding sources that may be sought to advance remedial actions identified in the Matrix.
 - f) **Linkages:** Determine remedial actions that benefit multiple BUIs. Also assess whether or not BUIs can be removed independent of other BUIs. Where applicable and for each BUI, consider the order in which remedial activities should occur.

The technical committee will focus on BUIs with similar remediation needs in each of the meetings.

- BUI Group 1: Habitat, Populations, and Bird & Animal Deformities
 - BUI Group 2: Beach Closings, Aesthetics, and Eutrophication
 - BUI Group 3: Benthos, Dredging, and Fish & Wildlife Consumption
- 3) Develop a brief AOC restoration roadmap/workplan that summarizes the above scope of work tasks for each BUI, including an updated Matrix as an Appendix. This roadmap/workplan and Matrix will be used by stakeholders to identify and prioritize remedial actions that can be completed within the four-year Great Lakes Restoration Initiative (GLRI) timeframe.
 - 4) The consultant will present the TRC committee meeting findings, roadmap/workplan, and updated Matrix to the PAC for their approval and submittal to the DNRE.

2. Supporting Documentation

The following is a list of previous studies and documents that may be useful in investigating the history of the River Raisin AOC. These are all available at the City of Monroe for review, and copies are available at cost if desired. PDF files are also available on request. Contact: Barry S. LaRoy, P.E., Director of Water and Wastewater, 120 East First Street, Monroe, MI 48161, (734) 384-9122, barry.laroy@monroemi.gov

- 1) The *Guidance for Delisting Michigan's Great Lakes Areas of Concern (Guidance)* established restoration criteria for 12 of the 14 BUIs considered under the AOC program. PACs, including the River Raisin, have either adopted the statewide criteria or have developed local AOC-specific criteria that have been approved by DNRE. The *Guidance* also outlines a process to formally remove individual BUIs once the criteria have been met, and delist AOCs once all BUIs have been removed. Implementing the *Guidance* to assess and remove BUIs is a major focus of Michigan's AOC program. DNRE's

Guidance is available online at: http://www.michigan.gov/documents/deq/wb-aoc-delistingguide_247421_7.pdf.

- 2) In addition to the *Guidance*, DNRE released in 2009 a *Strategy for Delisting Michigan's Areas of Concern (Delisting Strategy)*. The *Delisting Strategy* identifies actions needed to restore BUIs and delist AOCs, establishes program priorities, and helps determine resource allocations in Michigan's AOC program. The status of Michigan's AOCs, including the status of BUIs, remedial actions, monitoring, and reporting needs, is documented in the *Delisting Strategy's AOC Action Tracking Table* (Appendix A of *Delisting Strategy*). The *Delisting Strategy* will help provide a basis to identify priority projects that can be advanced by the PAC or other stakeholders. DNRE's *Delisting Strategy* is available online at: http://www.michigan.gov/documents/deq/wb-AOC-delisting-strategy_306163_7.pdf.
- 3) Delisting Targets for Fish/Wildlife Habitat and Population Related Beneficial Use Impairments for the River Raisin Area of Concern (AOC).
- 4) The Stage 2 Remedial Action Plan for the River Raisin Area of Concern, Draft dated November 2010.
- 5) The Michigan Department of Environmental Quality Biennial Remedial Action Plan Update for the River Raisin Area of Concern, April 2009. The 2008 RAP Update is available online at: <http://www.glc.org/spac/rapdocs.html>.
- 6) The GLRI is guided by a five-year Action Plan that establishes outcome-oriented performance goals and criteria for measuring progress. The specific objectives for restoring BUIs and AOCs under the GLRI are outlined in the document. The full GLRI Action Plan is available online at: http://greatlakesrestoration.us/action/wp-content/uploads/glri_actionplan.pdf.

4. Schedule:

Convening the four meetings, producing the workplan and Matrix, and reporting findings to the PAC are expected to take approximately four months from notice to proceed. All deliverables are due to the PAC by March 31, 2011, so the material can be provided with the PAC's final PAC support grant report to the Great Lakes Commission, which is due by April 30, 2011.

5. Selection Process:

Selection of the consultant(s) shall be based on scoring the following items:

- 1) The qualifications and past experience of the project team, and availability of staff. The consultant must demonstrate technical expertise in identifying AOC-remedial actions that will achieve removal of BUIs and delisting the River Raisin AOC, and the ability to adequately staff this project. The response to this RFP should include key team members, role, and percent of time commitment by each key member (35 points).
- 2) Past experience and relationships with the City of Monroe, including individuals and non-profits in and around the River Raisin, Monroe County, the MDNRE, NOAA, USGS, EPA and USFWS. Please include a short narrative description of consultant team's experience dealing with these agencies specifically in southeast Michigan and in the Great Lakes region, in general (25 points).
- 3) Experience administering state grant projects. Please include up to three references on administration of state grants. (15 points)

- 4) Demonstrated ability to complete this work within the desired time frame. Summarize consultant team's total hours by task over project duration (15 points).
- 5) Fixed fee amount (10 points).

7. Proposal Submission:

The successful firm or firms must have extensive experience in related work, specifically focused on facilitating stakeholder meetings. A Statement of Qualifications and Project Understanding must be provided. In the Project Understanding please describe any unique issues/constraints, and opportunities along with the actions and plans your team has identified to help complete this project successfully.

Questions on this RFP must be submitted in writing via fax or email by the close of business (4:30 P.M. EST) on November 19, 2010. No phone call responses to questions will be provided. All consultants desiring to submit proposals for review must notify the City of Monroe in writing or via email of their intention no later than November 19, 2010, to ensure that all interested vendors will receive all answers to questions raised. Responses to all questions will be sent to all consultants that have notified the City of Monroe of their intention to submit by the close of business on November 22, 2010. Interested consultants should submit at least five (5) copies of their proposal by 10:00 A.M. (EST) on November 24, 2010.

Proposal and all correspondence should be submitted to:
Barry S. LaRoy, P.E., Director of Water and Wastewater
City of Monroe, 120 East First Street, Monroe, MI 48161
(734) 384-9122
(734) 384-9108 (fax)
barry.laroy@monroemi.gov

8. Selection Process and Project Costs:

Selection of the consultant shall be based on the qualifications and experience along with consideration of the fixed fee for all firms submitting proposals for the work. Projected project hours and anticipated project consulting fees from the submitting consulting firm are required to be submitted within the proposal. Again, the City of Monroe has received a \$6,500 PAC Support grant for this effort, therefore this amount cannot be exceeded for this project. All firms receiving an RFP are considered pre-approved based on past qualifications of the firm. The selection team will consist of representatives from the City of Monroe, Monroe County, the PAC and other agencies, as deemed appropriate.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: City Hall office lease – Great Lakes Tower

DISCUSSION: On February 25, 2009 the City of Monroe agreed to lease 921 square feet of office space to Great Lakes Tower for the amount of \$537.25 a month. Great Lakes Tower recently requested to add an additional 351 square feet of office space to their current lease with the City of Monroe in the amount of \$204.75 per month. Therefore, beginning December 1, 2010, the total monthly rent shall be \$742.00

Therefore I am respectfully recommending that the Mayor and City Council approve the terms of the lease addendum document attached and to authorize that it be executed and signed by the Mayor and City Clerk.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 6, 2010

REASON FOR DEADLINE: Council Meeting

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Joseph A. Lehmann Building/Zoning Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Hall and Grounds

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ N/A
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	Marginal additional electric
Increased Revenue Expected/Year	\$2,457/yr

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

Budget Approval: _____

FACT SHEET PREPARED BY: Joseph A. Lehmann Building/Zoning Director

DATE: November 23, 2010

REVIEWED BY:



COUNCIL MEETING DATE: December 6, 2010

Addendum to Month to Month Lease

The City of Monroe ("Landlord") and Great Lakes Towers, LLC ("Tenant") for their Addendum to a certain Month to Month Lease dated February 25, 2009, agree that Tenant may lease an additional 351 square feet of office space located on the third floor of the City Hall and pay to Landlord additional rent in the amount of \$204.75 per month. Occupancy begins on November 22, 2010. Occupancy for any part of a month shall be prorated appropriately.

Therefore, beginning December 1, 2010, the total monthly rent shall be \$742.00.

Witnesses:

Date: _____

Date: _____

Witnesses:

Date: _____

Date: _____

CITY OF MONROE:

By: _____

Robert E. Clark, Mayor

Date: _____

By: _____

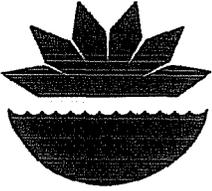
Charles Evans, Clerk-Treasurer

Date: _____

GREAT LAKES TOWERS, LLC:

By: _____

Date: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: City Hall office lease – Great Lakes Tower

DISCUSSION: For several years the City leased much of the third floor office space in city hall to the Social Security Administration and the Monroe County Community Credit Union. Both entities vacated the space they leased on that floor in 2007, the Social Security Administration moving to a building on Telegraph Rd. and the Credit Union to space they renovated on the first floor of city hall. Since that time several hundred square feet of third floor office space has remained vacant and unutilized.

Great Lakes Tower recently announced their intention to develop a manufacturing facility at the Port of Monroe to manufacture the tubular towers on which large wind turbines are mounted. Officials of Great Lakes Tower desire to lease Monroe-based office space during the project development phases, up until a facility is constructed and occupied. They have requested that the City consider leasing to them the office space formerly occupied by the Credit Union (921 square feet) for that purpose. Great Lakes Tower officials anticipate that they would occupy the space from 12 to 18 months, assuming the project is successfully developed.

Previously, City Assessor Sam Guich identified market-based gross (landlord paid utilities & taxes) lease rates in the City of Monroe as being between \$7.00 - \$15.00 per square foot per year. I am recommending that the Mayor and Council consider leasing this currently vacant office space to Great Lakes Tower at the low-end of this range, i.e. computed at \$7.00 per square foot per year.

Therefore I am respectfully recommending that the Mayor and City Council approve the terms of the lease document attached and to authorize that it be executed and signed by the Mayor and City Clerk.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: None

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Economic Development

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ N/A
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	marginal additional electric
Increased Revenue Expected/Year	\$6,447/yr

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

Budget Approval: _____

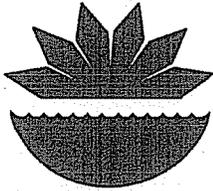
FACT SHEET PREPARED BY: George A. Brown, City Manager

DATE: Feb. 12, 2009

REVIEWED BY: N/A

DATE:

COUNCIL MEETING DATE: February 17, 2009



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Bids for demolition of 317 Cass Street.

DISCUSSION: Bids were opened on Friday, November 5, 2010, for the demolition of a property located at 317 Cass Street, Monroe. The three lowest bids were received from Executive Construction Management Co. (\$7,875.00), Den-Man Contractors Inc. (\$7,960.00) and Earth Works. (\$8,099.00)

After review of the bids it is recommended that the City Council award the above contract in the amount of \$7,875.00 to Executive Construction Management Co. and that a total of \$12,875.00 be encumbered to include a contingency of \$5,000.00 for the abatement of asbestos if identified.

It is further recommended that the Mayor or Clerk Treasure be authorized to sign the contract on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 12/6/10

REASON FOR DEADLINE: Council meeting on this date

STAFF RECOMMENDATION: Award to Executive Construction Management Co.

REASON AGAINST: N/A

INITIATED BY: Building Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council and Building Department

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$12,875.00
	Cost of This Project Approval	\$12,875.00
	Related Annual Operating Cost	\$
	Increased Revenue Expected/Year	\$

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	Demolition Service	10165805 818030	\$12,875.00
			\$
			\$
			\$
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Joseph A. Lehmann, Building Official

DATE: 11/29/10

REVIEWED BY:



COUNCIL MEETING DATE: December 6, 2010



CITY OF MONROE

Department of Building & Zoning

Tuesday, November 24, 2009

CARROLL, KITTY R
8878 DEAN RD
SOUTH BRANCH, MI 48761

Re: 317 CASS ST

Dear CARROLL, KITTY R

Due to a fire on Thursday, November 19, 2009, the structure at 317 CASS ST was inspected according to the 2006 International Property Maintenance Code. At the time of the inspection, the following violations were found.

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

304.1 Exterior Structure General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware. 304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3. 304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

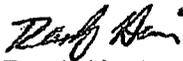
It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days to secure all required building permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars (\$400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Please be advised that if the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

If you have any questions, please feel free to contact this office at (734) 384-9186.

Sincerely,



Randy Harris
Building Inspector / Plans Examiner

cc: Joe Lehmann / Building Official
File



CITY OF MONROE

Department of Building & Zoning

FILE COPY

Wednesday, December 15, 2009

CARROLL, KITTY R
8878 DEAN RD
SOUTH BRANCH, MI 48761

Re: 317 CASS ST

Dear CARROLL, KITTY R:

Notice and Order

Due to the present condition and the failure to repair the structure at 317 CASS ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2006 International Property Maintenance Code).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of Wednesday, December 15, 2009, and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

Any person directly affected by a decision of the code official, the Building Official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 21 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars (\$400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means or that the strict application of any requirement of this code would cause an undue hardship.

If you have any questions, please feel free to contact this office.

Sincerely,

Randy Harris
Plans Examiner / Building Inspector

CC: Joseph A. Lehmann, Building Official
File



ASSURANT
Specialty
Property

FILE COPY

11222 Quail Roost Drive
Miami, FL 33157-6596
T 305.253.2244
F 305.252.6987
www.assurant.com

December 22, 2009

To: Randy Harris
Building Inspector
City of Monroe
randy.harris@monroemi.gov

Re: Address: 317 Cass St.
Monroe, MI 48161
Claim #: 00200367204
Date Of Loss: 11/18/2009

Dear Mr. Harris,

As previously discussed in our conversation on December, 18 2009, we are the insurance company of the above referenced property owned by our additional insured Kitty R. Carroll and Chase Home Finance LLC. We have inspected this property regarding the fire damage occurring on November 18, 2009. We are currently in the process of investigating the claim and working with our additional insured's contractor MJ White & Sons regarding needed repairs.

If settlement is made and Public Act 495 for demolition withholding is required those settlement funds will be sent to the required municipality. If you have any questions, feel free to contact me at the number below.

Sincerely,

James A. Wonsowski
Assurant Specialty Property
866-907-3620



CITY OF MONROE
BUILDING DEPARTMENT
120 East First Street
Monroe, Michigan 48161-2169
734-384-9186

Tuesday, November 30, 2010

CARROLL, KITTY R
8878 DEAN RD
SOUTH BRANCH, MI 48761

RE: 317 CASS ST

DEAR CARROLL, KITTY R

Due to your failure to comply with the demolition order on **December 15, 2009**. According to the 2006 International Property Maintenance Code, Section 110, **Demolition**.

If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **December 6, 2010** at **7:30 pm** in the City of Monroe, Council Chambers.

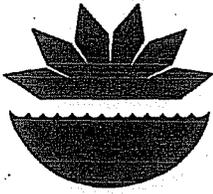
If you have any questions please feel free to contact me at (734) 384-9186.

Thank You

Joseph A. Lehmann
Building Official
City of Monroe

317 Cass Street





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Bids for demolition of 1029 East Second Street.

DISCUSSION: Bids were opened on Friday, November 5, 2010, for the demolition of a property located at 1029 East Second Street, Monroe. The three lowest bids were received from Den-Man Contractors Inc. (\$8,965.00), David C. Hoffman Inc. (\$10,900.00) and Executive Construction Management Co. (\$11,300.00).

After review of the bids it is recommended that the City Council award the above contract in the amount of \$8,965.00 to Den-Man Contractors Inc. and that a total of \$13,965.00 be encumbered to include a contingency of \$5,000.00 for the abatement of asbestos if identified.

It is further recommended that the Mayor or Clerk Treasure be authorized to sign the contract on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 12/6/10

REASON FOR DEADLINE: Council meeting on this date

STAFF RECOMMENDATION: Award to Den-Man Contractors Inc.

REASON AGAINST: N/A

INITIATED BY: Building Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council and Building Department

FINANCES

<u>COST AND REVENUE PROJECTIONS:</u>	Cost of Total Project	\$13,965.00
	Cost of This Project Approval	\$13,965.00
	Related Annual Operating Cost	\$
	Increased Revenue Expected/Year	\$

<u>SOURCE OF FUNDS:</u>	<u>City</u>	Account Number	Amount
	Demolition Service	10165805 818030	\$13,965.00
			\$
			\$
			\$
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Joseph A. Lehmann, Building Official

DATE: 11/29/10

REVIEWED BY:



COUNCIL MEETING DATE: December 6, 2010



CITY OF MONROE

Department of Building & Zoning

Tuesday, October 14, 2008

CITY OF FAITH CHRISTIAN CENTER
1030 E SECOND ST
MONROE, MI 48161

RE: 1029 E SECOND ST

DEAR CITY OF FAITH CHRISTIAN CENTER

An inspection was conducted at this property on Friday, October 10, 2008. At the time of inspection, the following is a list of violations according to the 2003 International Property Maintenance Code.

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

304.1 Exterior Structure General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.2 Exterior protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.3 Premises identification. *Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).*

304.5 Foundation walls. *All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.*

304.6 Exterior walls. *All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.*

304.7 Roofs and drainage. *The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.*

It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days to secure all required building permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

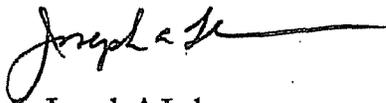
Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars (\$400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Please be advised that if the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such

violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Your Cooperation in this matter is appreciated.

Respectfully,

A handwritten signature in cursive script, appearing to read "Joseph A. Lehmann", with a long horizontal flourish extending to the right.

Joseph A Lehmann
Building/Zoning Director

Cc: File



CITY OF MONROE

Department of Building & Zoning

Monday, December 22, 2008

**CITY OF FAITH CHRISTIAN CENTER
1030 E SECOND ST
MONROE, MI 48161**

Re: 1029 E SECOND ST

Dear CITY OF FAITH CHRISTIAN CENTER:

Notice and Order

Due to the present condition and the failure to repair the structure at 1029 E SECOND ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2006 International Property Maintenance Code).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of Monday, December 22, 2008, and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

Any person directly affected by a decision of the code official, the Building Official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 21 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars (\$400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means or that the strict application of any requirement of this code would cause an undue hardship.

If you have any questions, please feel free to contact this office.

Sincerely,

**Joseph A. Lehmann
Building Official
City of Monroe**



CITY OF MONROE

Department of Building & Zoning

Monday, October 12, 2009

CITY OF FAITH CHRISTIAN CENTER
1030 E SECOND ST
MONROE, MI 48161

Re: 1029 E SECOND ST

Dear CITY OF FAITH CHRISTIAN CENTER:

Notice and Order

Due to the present condition and the failure to repair the structure at 1029 E SECOND ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2006 International Property Maintenance Code).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of Monday, October 12, 2009, and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

Any person directly affected by a decision of the code official, the Building Official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 21 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars (\$400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means or that the strict application of any requirement of this code would cause an undue hardship.

If you have any questions, please feel free to contact this office.

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe

Cc; File



FILE COPY

November 5, 2009

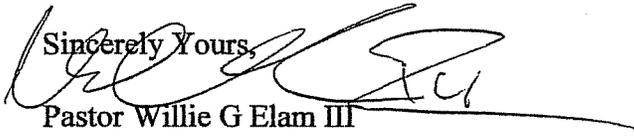
Re: Letter of Intent
1029 East Second Street
Monroe, MI 48161

To Whom It May Concern:

In 2007 City of Faith CC purchased several properties to further its ministry in the community of Monroe. Over these past three years City of Faith CC has diligently been working on renovating them. The properties that have been completed are 1110 E. Second, 1108 E. Second, 1106 E. Second, 1106 ½ E. Second, 1104 E. Second, 1104 ½ E. Second, 1102 E. Second, 1102 ½ E. Second, 209 Winchester, and the current renovation in progress is 209 Winchester. We still have two other properties that the church owns that renovations are still in need of, these properties are located at 1029 E Second, and a duplex located at 188 Winchester.

We recently received a letter from the City of Monroe requesting demolition to 1029 E Second. We do intent on renovating this building as well. The church has done all work on its own, thus financing and most repairs are done through the members of the church. As you can see we have made great stride in the past 3 years with the 10 completed properties and the 11th in progress. I am requesting until May 2010 to finish the renovations to 1029 E Second. We do not wish to demolish the building. The building does carry a mortgage, with Chase as the lien holder. I am hoping you are willing to work with us. As you can see we take pride in our community and hope to see it greatly improve. Please call my personal cell phone number at 248-396- 0358.

Sincerely Yours,


Pastor Willie G Elam III

RECEIVED

NOV 13 2009
BUILDING DEPARTMENT
City of Monroe, Mich



CITY OF MONROE
BUILDING DEPARTMENT
120 East First Street
Monroe, Michigan 48161-2169
734-384-9186

Monday, November 29, 2010

CITY OF FAITH CHRISTIAN CENTER
1030 E SECOND ST
MONROE, MI 48161

RE: 1029 E SECOND ST

DEAR CITY OF FAITH CHRISTIAN CENTER

Due to your failure to comply with the demolition order on October 12, 2009 or to renovate the structure according to your letter dated November 5, 2009. According to the 2006 International Property Maintenance Code, Section 110, **Demolition**.

If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **December 6, 2010** at 7:30 pm in the City of Monroe, Council Chambers.

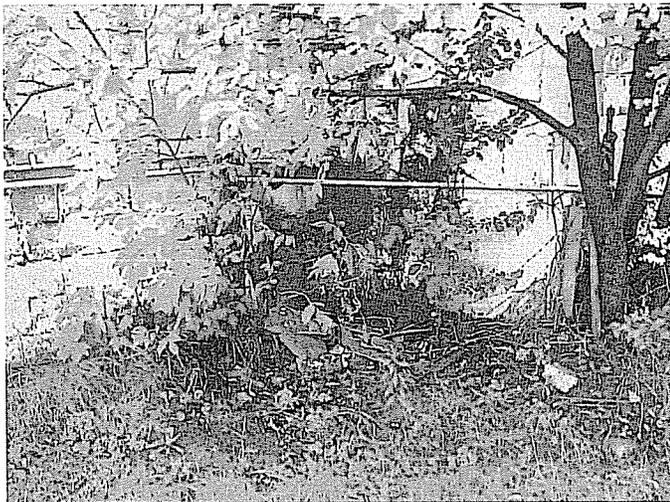
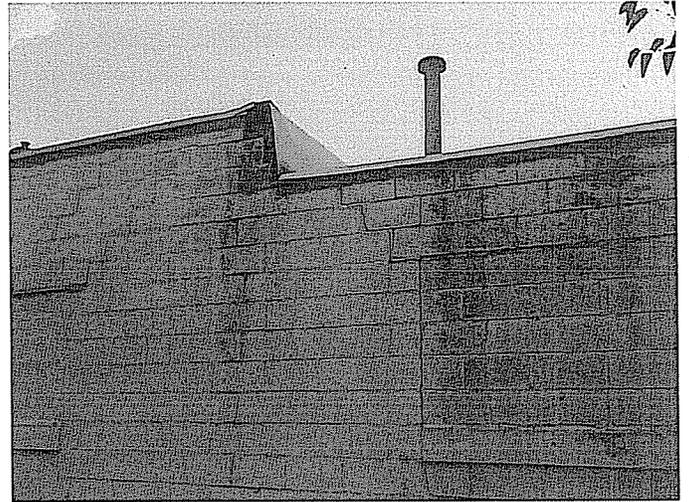
If you have any questions please feel free to contact me at (734) 384-9186.

Thank You

A handwritten signature in black ink, appearing to read "Joseph A. Lehmann", with a long horizontal flourish extending to the right.

Joseph A. Lehmann
Building Official
City of Monroe

1029 East Second





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Bids for demolition of 369 Armitage Drive

DISCUSSION: Bids were opened on Friday, November 5, 2010, for the demolition of a property located at 369 Armitage Drive, Monroe. The three lowest bids were received from Earth Works Excavating (\$8,300.00), Erie Demolition & Salvage Inc. (\$8,500.00) and Den-Man Contractors Inc. (\$8,550.00).

After review of the bids it is recommended that the City Council award the above contract in the amount of \$8,300.00 to Earth Works Excavating and that a total of \$13,300.00 be encumbered to include a contingency of \$5,000.00 for the abatement of asbestos if identified.

It is further recommended that the Mayor or Clerk Treasure be authorized to sign the contract on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 12/06/10

REASON FOR DEADLINE: Council meeting on this date

STAFF RECOMMENDATION: Award to Earth Works Excavating

REASON AGAINST: N/A

INITIATED BY: Building Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council and Building Department

FINANCES

<u>COST AND REVENUE PROJECTIONS:</u>	Cost of Total Project	\$13,300.00
	Cost of This Project Approval	\$13,300.00
	Related Annual Operating Cost	\$
	Increased Revenue Expected/Year	\$

<u>SOURCE OF FUNDS:</u>	<u>City</u>	Account Number	Amount
	Demolition Service	10165805 818030	\$13,300.00
			\$
			\$
			\$
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Joseph A. Lehmann, Building Official

DATE: 11/29/10

REVIEWED BY:



COUNCIL MEETING DATE December 6, 2010



CITY OF MONROE

Department of Building & Zoning

Wednesday, June 25, 2008

ROACH, AUDREY
1012 REGENTS PARK
MONROE, MI 48161

Re: 369 ARMITAGE DR

Dear ROACH, AUDREY

Due to a complaint, the structure at 369 ARMITAGE DR was inspected according to the 2003 International Property Maintenance Code.

NOTICE AND ORDER

The following is a brief and concise description of conditions or defects that were found to deem this structure to be unsafe.

1/ Section 108.1.3 states: A structure is unfit for human occupancy whenever the structure is in disrepair or lacks maintainance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

In respect to these unsafe conditions, it is my duty to declare the aforementioned structure condemned.

ACTION TO BE TAKEN

It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days to secure all required building permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means, or that the strict application of any requirement of this code would cause an undue hardship.

Please be advised that if the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

If you have any questions, please feel free to contact this office at (734) 384-9186.

Sincerely,



Randy Harris
Plan Examiner / Building Inspector

cc: File



CITY OF MONROE

Department of Building & Zoning

Wednesday, July 29, 2009

ROACH, AUDREY
1012 REGENTS PARK
MONROE, MI 48161

Subject Property: 369 ARMITAGE DR

Dear: ROACH, AUDREY

Due to your failure to respond or comply with a **Notice of violation(s)** sent to you on **June 25, 2008**, you are in violation of the International Property Maintenance Code. This violation has resulted in a **Municipal Civil Infraction**, and is subject to the payment of a civil fine in accordance with the following schedule:

1. First violation within a two-year period: \$100.
2. Second Violation within a two-year period: \$250.
3. Third or subsequent violation within a two-year period: \$500.

Each day that a violation exists, occurs or continues constitutes a separate offense, and shall be subject to the penalties or sanctions provided herein as a separate offense.

Please contact the Building Department (734-384-9186) within 2 days of (07/29/2009) to address this matter.

Thank you,

Joseph A. Lehmann
Building/Zoning Director

CC: File

VanDevelde, Laura

From: Lehmann, Joseph
Sent: Friday, July 31, 2009 4:20 PM
To: VanDevelde, Laura
Subject: 369 armitage civil infraction

Laura please waive the civil infraction at this address.

I spoke to the owners boy friend and he said he is getting the windows and door fixed and cleaning out the debris in the house. He also said he would get the drywall repaired. I told him that he would need permits for the drywall work. I told him that we would waive the first civil infraction as long as he shows progress.

JAL

*Joe Lehmann
Building Official
City of Monroe
Office (734) 384-9186
Fax (734) 384-9108*



CITY OF MONROE

Department of Building & Zoning

Tuesday, September 29, 2009

ROACH, AUDREY
1012 REGENTS PARK
MONROE, MI 48161

Subject Property: 369 ARMITAGE DR

Dear: ROACH, AUDREY

Due to your failure to obtain permits to repair the dwelling, you are in violation of the International Property Maintenance Code. This violation has resulted in a second Municipal Civil Infraction, and is subject to the payment of a civil fine in accordance with the following schedule:

1. First violation within a two-year period: \$100.
2. Second Violation within a two-year period: \$250.
3. Third or subsequent violation within a two-year period: \$500.

Each day that a violation exists, occurs or continues constitutes a separate offense, and shall be subject to the penalties or sanctions provided herein as a separate offense.

Please contact the Building Department (734-384-9186) within 2 days of (10/01/2009) to address this matter.

Thank you,

Randy Harris
Plan Examiner/Building Inspector

CC: File
Joe Lehmann, Building Official



CITY OF MONROE
BUILDING DEPARTMENT
120 East First Street
Monroe, Michigan 48161-2169
734-384-9186

Friday, August 27, 2010

ROACH, AUDREY
1012 REGENTS PARK
MONROE, MI 48161

Re: 369 ARMITAGE DR

Dear ROACH, AUDREY:

Notice and Order

Due to the present condition and the failure to repair the structure at 369 ARMITAGE DR it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2006 International Property Maintenance Code).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of September 16, 2010, and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

Any person directly affected by a decision of the code official, the Building Official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 21 days after the day the decision, notice or order was served and with a filing fee of four hundred dollars (\$400.00). An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means or that the strict application of any requirement of this code would cause an undue hardship.

If you have any questions, please feel free to contact this office.

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe

November 18, 2010

Joseph Lehmann
Building/Zoning Director
120 East First Street
Monroe, MI. 48161

Dear Mr. Lehmann,

Please be advised that I want to save my home at 369 Armitage Drive.

As discussed, I plan to like to make it livable as it once was. First, the broken windows will be replaced and the shrubs trimmed or removed, as warranted.

Following that, I plan on cleaning the interior, allowing contactors access to make any necessary repairs. I will keep you informed of my progress and when the various tasks are completed.

I hope you will find this an acceptable plan for the restoration of my home.
Thank you.

Sincerely,



Audrey Roach

RECEIVED

NOV 16 2010

PLANNING DEPARTMENT
City of Monroe, Mich

FILE COPY



CITY OF MONROE
BUILDING DEPARTMENT
120 East First Street
Monroe, Michigan 48161-2169
734-384-9186

Monday, November 29, 2010

ROACH, AUDREY
1012 REGENTS PARK
MONROE, MI 48161

RE: 369 ARMITAGE DR

DEAR ROACH, AUDREY

Due to your failure to comply with the demolition order on **August 27, 2010**. According to the 2006 International Property Maintenance Code, Section 110, **Demolition**.

If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

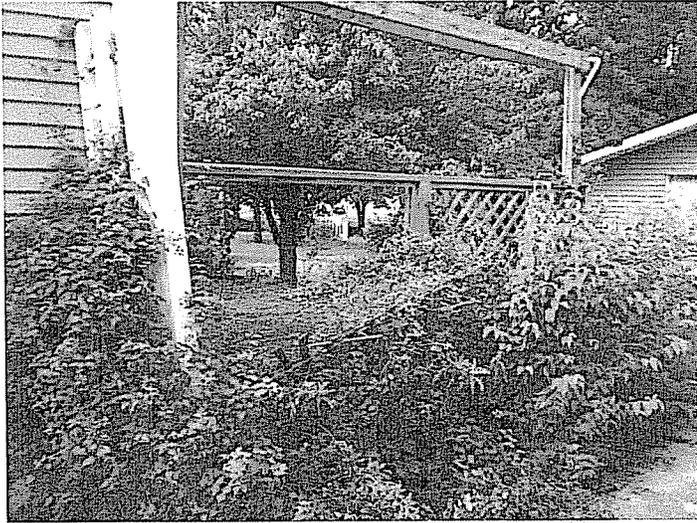
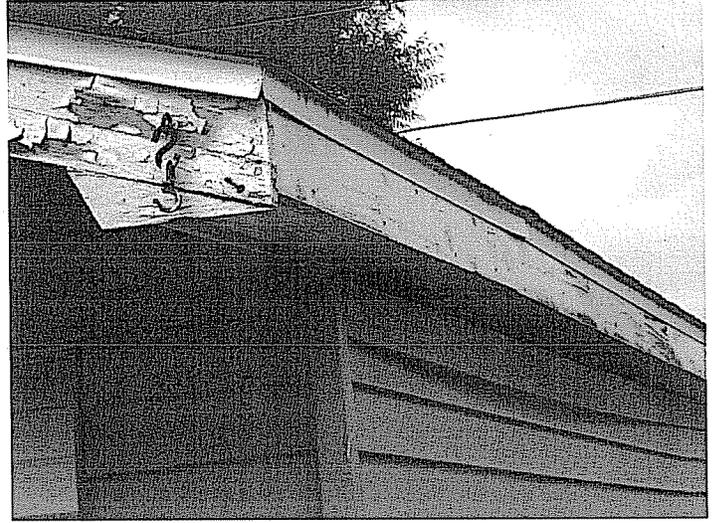
If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **December 6, 2010** at 7:30 pm in the City of Monroe, Council Chambers.

If you have any questions please feel free to contact me at (734) 384-9186.

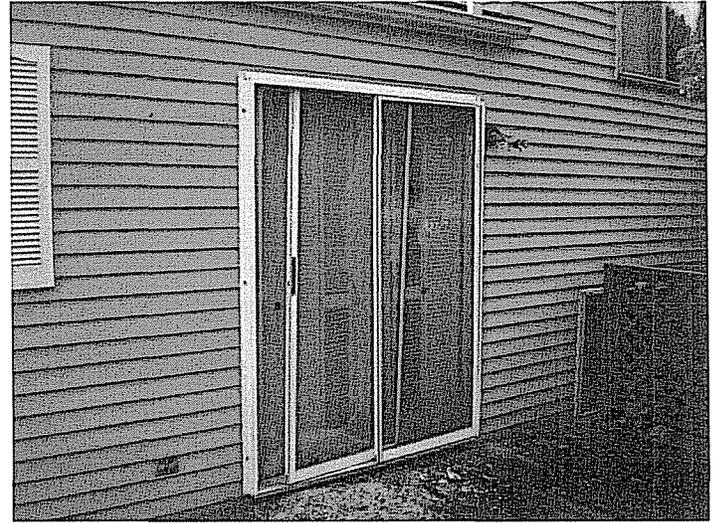
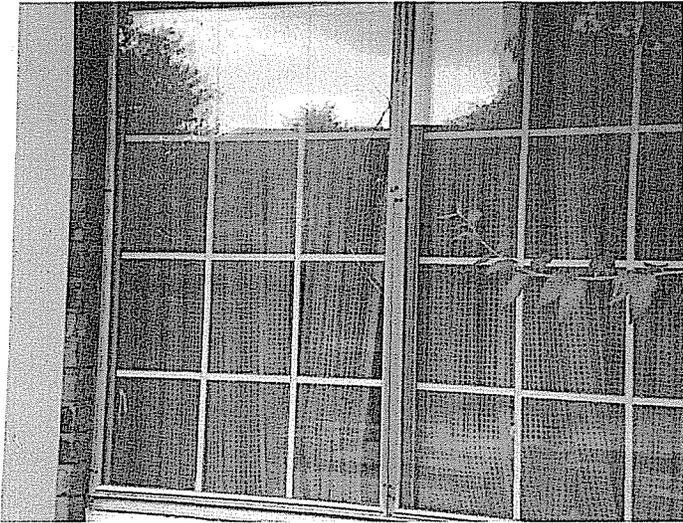
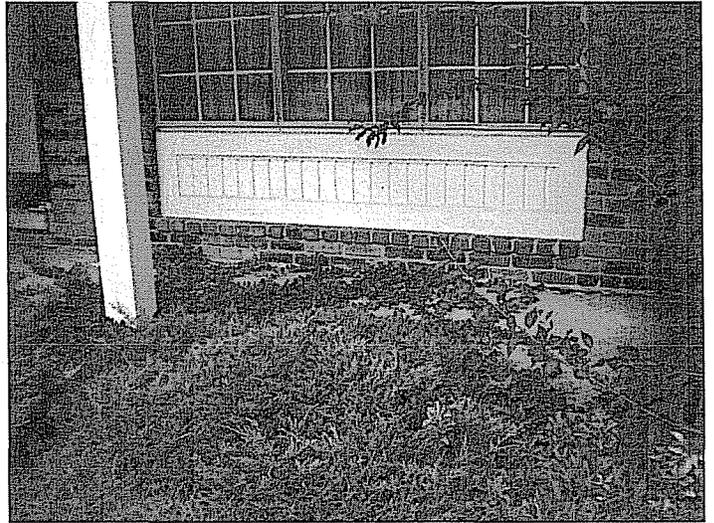
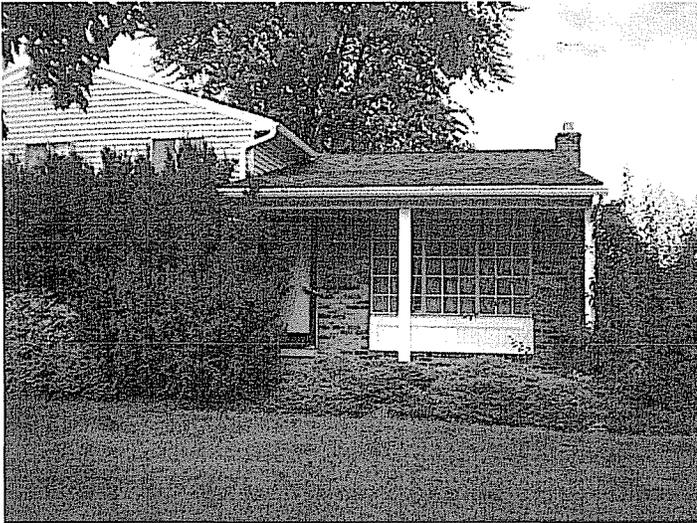
Thank You

Joseph A. Lehmann
Building Official
City of Monroe

Armitage



Armitage





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Energy Efficiency and Conservation Block Grant Award

DISCUSSION:

In 2009, the City of Monroe partnered with a consortium of communities to apply for a grant from the Michigan Department of Energy, Labor and Economic Growth (DELEG) to engage in energy efficiency retrofits, energy planning and energy audit activities under the Energy Efficiency and Conservation Block Grant (EECBG) Multi-Purpose Grant, which was funded through the American Recovery and Reinvestment Act (ARRA) of 2009. The communities in the consortium included the cities of Riverview, Monroe, Allen Park, Gibraltar, Melvindale, Tecumseh, Wyandotte and Grosse Ile Township. In order to submit the application, the City of Riverview agreed to be the grant recipient and the other communities would receive their portions of the grant as subrecipients.

For its part, the City of Monroe submitted energy bills for each of its municipally owned properties and selected the Department of Public Services building (DPS) as the structure that would benefit the most from an energy retrofit. For this building, a retrofit would simply be replacing the existing lighting with more energy efficient fixtures. The estimated value of retrofitting this structure with energy efficient lighting was estimated to be \$9,269 for contractor services and \$16,988.95 for equipment, or \$26,257.95. The City of Monroe's obligation to receive these services would be a match of \$3,058. To help defray these costs, the consultant for the project submitted an application to DTE Energy for an Energy Optimization rebate of \$1,462. This leaves the project cost to the city at \$1,596, which will be paid out of the Stores & Equipment Fund. Taking the rebate into consideration, it is expected the energy savings realized from this project (approximately \$3,000 annually) will pay for the cost to the city in less than one year. In addition to this lighting retrofit, the City of Monroe will also be receiving an energy audit of its Water facilities valued at approximately \$10,000.

It should be noted these amounts are only estimated costs. In order to maximize efficiency, the participating communities have agreed to submit the combination of proposed projects as one contract where the City of Riverview will execute an agreement with the selected contractor. The other communities will then execute subagreements with the City of Riverview. Therefore, in order to participate, the City of Monroe must execute an agreement between the city (as a grant subrecipient) and the City of Riverview (as the grant's recipient).

THE PLANNING OFFICE RECOMMENDS that the City of Monroe City Council authorize the Mayor or his designee to execute the enclosed agreement and proceed in accepting the terms described therein.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 6, 2010

REASON FOR DEADLINE: Work to be completed must be put out for bid

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Planning and Recreation

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe Utilities, Department of Public Services

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 1,596
	Cost of This Project Approval	\$ 1,596
	Related Annual Operating Cost	- \$ 3,048 (est.)
	Increased Revenue Expected/Year	\$

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Stores and Equipment Fund	641-60.521-921.000	\$1,596.00
	<u>Other Funds</u>		\$

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: 11/30/10

REVIEWED BY: Jeffrey Green, AICP, Director of Planning and Recreation

DATE: 11/30/10

COUNCIL MEETING DATE: December 6, 2010

Appendix A
Scope of Work

Table 1. Energy Efficiency Retrofit Summary

City	Activity	Existing System	Proposed System
Riverview	Add Vent Dampers	2, 4-million Btu boilers without vent dampers	2, 4-million Btu boilers with vent dampers
	Lighting fixture retrofit	T12 lighting with magnetic ballasts	T8 lighting with electronic ballasts
	Add Occupancy Sensors to lighting system	On/off switches	Occupancy sensors in strategic areas
Allen Park	Replace boiler	3 40-year-old, single stage boilers	3 new, modulating condensing boilers
	HVAC make up air for corridors	40-year-old make up air unit with furnace	New makeup air unit with heating coil and cooling coil
	Disconnect whole house ceiling fans and sheet rock over the openings	Outdated whole house fans in corridors	Electrically disconnect fans and remove louvers. Close holes with sheetrock
	Lighting retrofit	T12 lights in corridors	T8 lights in corridors
Gibraltar	Lighting Retrofit	T12 with magnetic ballasts; incandescent	T8 with electronic ballasts; LED or T5 High Output
Gross Ile	Lighting fixture retrofit	T12 lamps with magnetic ballasts	T8 fluorescent lamps with electronic ballasts
	Lighting occupancy sensors	On/off switches	Occupancy sensors in strategic areas
Melvindale	Multiple scene lighting	Metal halide lighting	High efficiency T8 or T5 banks of lamps capable of multiple adjustable lighting levels
	Ice plant management system	Systems operating without automated control	Automated control system
Monroe	Lighting fixture retrofit	T12 fluorescent lamps with magnetic ballasts; metal halide lights	T8 fluorescent lamps with electronic ballast
Tecumseh	Lighting fixture retrofit	T12 lamps with magnetic ballasts	T8 fluorescent lamps
	Scupper/downspout repairs	Roof drain scupper without downspouts or splash blocks	Install downspouts and splash blocks to divert water away from foundation and basement
Trenton	Rebuild ice plant compressor head	Compressor head that causes inefficiency	Rebuilt compressor head
	Sub-slab heating with energy recovery	Traditional sub-slab heating with a boiler	Sub-slab heating with waste heat off of the compressor
	Heat domestic water and ice resurfacing water off compressor	Traditional system without energy recovery	Energy recovery utilizing waste heat from compressor
Wyandotte	Heat domestic water and ice resurfacing water off compressor	Traditional system without energy recovery	Energy recovery utilizing waste heat from compressor
	Lighting fixture retrofit	Metal halide fixtures	T8 or T5 high output in a designed system to provide multiple lighting options

Appendix B
Budget

Approved Budget

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
 BUREAU OF ENERGY SYSTEMS
 FINANCIAL STATUS REPORT-DETAIL

GRANTEE NAME: City of Riverview					Grant ID: BES-10-106			
PROJECT NAME: EECBG Multi-purpose Grant					CFDA: 81.128			
GRANT PERIOD: 2/1/2010 to 1/31/2011								
BUDGET CATEGORIES					APPROVED BUDGET			
					Grantor	Grantee Match	Other Match	Grand Total
Personnel/ Fringes								
Name	Title	Hourly Rate	Hours	Total				
Dean Workman	City Manager	\$ 32.00		-				-
David Scurto	Project Manager	\$ 32.00		-				-
Doug Drysdale	Financial Officer	\$ 32.00		-				-
EECS								
EECS Meetings		\$ 32.00	120	3,840.00	3,840.00			3,840.00
EECS Development & Documentation		\$ 32.00	150	4,800.00	4,800.00			4,800.00
Website & Community Outreach Updates		\$ 32.00	120	3,840.00	3,840.00			3,840.00
Administration								
Quarterly Progress/Financial Reports		\$ 32.00	100	3,200.00	3,200.00			3,200.00
Monthly Utility Bill Data Entry		\$ 32.00	200	6,400.00	6,400.00			6,400.00
Building Portfolio Management		\$ 32.00	200	6,400.00	6,400.00			6,400.00
Tracking Progress & Monitoring Activities		\$ 32.00	200	6,400.00	6,400.00			6,400.00
Annual Report Completion		\$ 32.00	80	2,560.00	2,560.00			2,560.00
Website Updates		\$ 32.00	80	2,560.00	2,560.00			2,560.00
rounding				-	-			-
PERSONNEL/FRINGES TOTALS			1250	40,000.00	40,000.00	-	-	40,000.00
Contractual Services								
Riverview	HVAC - Vent Dampers			3,795.00	3,795.00			3,795.00
Riverview	Lighting - Fixture Retrofit			19,788.00	19,788.00			19,788.00
Riverview	Lighting - Occupancy Sensors			625.00	625.00			625.00
Allen Park	HVAC - Boiler Replacement			37,950.00	28,050.00	9,900.00		37,950.00
Allen Park	HVAC - MUA for Corridors			17,710.00	17,710.00			17,710.00
Allen Park	Disable & Cover the Corridor Ceiling Louvers			3,416.00	3,416.00			3,416.00
Allen Park	Lighting - Re-fixture Corridors			716.00	716.00			716.00
Gibraltar	Lighting - Re-fixture			7,490.00	7,490.00			7,490.00
Grosse Ile	Lighting - Fixture Retrofit			3,586.00	3,586.00			3,586.00
Grosse Ile	Lighting - Occupancy Sensors			600.00	600.00			600.00
Melvindale	Multiple Scene Lighting			20,150.00	20,150.00			20,150.00
Melvindale	Ice Plant Automated Management System			8,000.00	8,000.00			8,000.00
Monroe	Lighting - Re-fixture			9,269.00	9,269.00			9,269.00
Tecumseh	Lighting - Re-fixture Basement			500.00	500.00			500.00
Tecumseh	Scupper/Down Spout Repairs			1,485.00	1,485.00			1,485.00

Approved Budget

BUDGET CATEGORIES			APPROVED BUDGET			
			Grantor	Grantee Match	Other Match	Grand Total
Trenton	HVAC - Compressor Head Rebuild (x3)	3,300.00	3,300.00			3,300.00
Trenton	HVAC - Sub Slab Heating Energy Recovery (x1)	5,000.00	5,000.00			5,000.00
Trenton	HVAC - Hot Water System off Compressor Waste Heat (x3)	10,000.00	10,000.00			10,000.00
Trenton	HVAC - Ice Plant Automated Management System	11,250.00	11,250.00			11,250.00
Wyandotte	Domestic Hot Water & Ice Re-surfacing Water Off Compres:	8,750.00	8,750.00			8,750.00
Wyandotte	Lighting - Re-fixture Ice Rinks	23,750.00	23,750.00			23,750.00
EECS Development		30,000.00	15,050.00		15,050.00	30,100.00
Energy Audit Program		70,000.00	55,000.00		15,000.00	70,000.00
CONTRACTUAL SERVICES TOTALS		297,130.00	257,280.00	9,900.00	30,050.00	297,230.00

Equipment								
Item	Quantity	Unit of Measure	Unit Price	Total				
Riverview	4	Vent Damper	920.00	3,680.00	3,017.60		662.40	3,680.00
Riverview	360	T8 Retrofit Kit	99.94	35,978.40	29,502.29		6,476.11	35,978.40
Riverview	5	Occupancy Sensor:	115.00	575.00	471.50		103.50	575.00
Allen Park	3	Modulating Conden	18,400.00	55,200.00	45,264.00		9,936.00	55,200.00
Allen Park	1	Air Handling Unit fo	14,375.00	14,375.00	11,787.50		2,587.50	14,375.00
Allen Park	6	Sheetrock & Paint	57.50	345.00	282.90		62.10	345.00
Allen Park	44	T8 Retrofit Kit	32.57	1,433.08	1,175.13		257.95	1,433.08
Gibraltar	68	T8 Retrofit Kit	150.22	10,214.96	8,376.27		1,838.69	10,214.96
Grosse Ile	65	T8 Retrofit Kit	100.10	6,506.50	5,335.33		1,171.17	6,506.50
Grosse Ile	5	Occupancy Sensor:	115.00	575.00	471.50		103.50	575.00
Melvindale	150	T8 Arena Lights	250.00	37,500.00	30,750.00		6,750.00	37,500.00
Melvindale	1	Ice Plant Automate	31,460.00	31,460.00	25,797.20		5,662.80	31,460.00
Monroe	85	T8 Retrofit Kit	199.87	16,988.95	13,930.94		3,058.01	16,988.95
Tecumseh	18	T8 Retrofit Kit	50.00	900.00	738.00		162.00	900.00
Tecumseh	1	Downspout	460.00	460.00	377.20		82.80	460.00
Trenton	3	Top End Kit	1,150.00	3,450.00	2,829.00		621.00	3,450.00
Trenton	1	Heat Exchanger	6,900.00	6,900.00	5,658.00		1,242.00	6,900.00
Trenton	3	Heat Exchanger	4,600.00	13,800.00	11,316.00		2,484.00	13,800.00
Trenton	1	Ice Plant Automate	35,175.00	35,175.00	28,843.50		6,331.50	35,175.00
Wyandotte	1	Heat Exchanger	8,050.11	8,050.11	6,601.09		1,449.02	8,050.11
Wyandotte	140	T8 Arena Lamps	249.10	34,874.00	28,596.06		6,277.94	34,874.00
EQUIPMENT TOTALS				318,441.00	261,121.00	-	57,320.00	318,441.00

Supplies/Materials								
Item				Total				
Supplies/Materials				500.00			500.00	500.00
SUPPLIES/MATERIALS TOTALS				500.00	-	500.00	-	500.00

Approved Budget

BUDGET CATEGORIES				APPROVED BUDGET			
				Grantor	Grantee Match	Other Match	Grand Total
Travel							
Name of Traveler	Miles	Rate	Total				
	2,400	0.362	868.80		240.00		240.00
TRAVEL TOTALS				-	240.00	-	240.00
DIRECT TOTALS				558,401.00	10,640.00	87,370.00	656,411.00
INDIRECT TOTALS				-	-	-	-
GRAND TOTALS				558,401.00	10,640.00	87,370.00	656,411.00

**ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT AGREEMENT
BETWEEN THE CITY OF RIVERVIEW AND ITS SUBRECIPIENTS**

This Agreement is made and entered into by the City of Riverview, a Municipal Corporation, (the Recipient), and the City of Monroe, (the Subrecipient). City of Riverview has entered into an agreement with the Michigan Department of Energy, Labor and Economic Growth (the Grantor) to engage in energy efficiency retrofit, energy planning and energy audit activities under the Energy Efficiency and Conservation Block Grant (EECBG) Multi-Purpose Grant, funded through the American Recovery and Reinvestment Act (ARRA) of 2009. In furtherance of that agreement the Recipient, will receive EECBG funds, on a reimbursement basis, to implement the activities outlined in the Grantor Grant Agreement, Grant ID BES-10-106. The Subrecipient partners included in the EECBG Multi-Purpose Grant include the Cities of Allen Park, Gibraltar, Melvindale, Monroe, Tecumseh, Trenton and Wyandotte and Grosse Ile Township. This Agreement between the Recipient and Subrecipient provides as follows:

**Section 1
Statement of Purpose**

1.0 The purpose of the Energy Efficiency & Conservation Block Grant Program (EECBG) Multi-Purpose Grants is to assist eligible cities, townships and counties in implementing energy efficiency and conservation strategies that reduce fossil fuel emissions and total energy use, and that improve energy efficiency in the transportation, building and other sectors.

**Section 2
Statement of Work and Budget**

2.0 The Subrecipient will implement energy efficiency and conservation strategies to reduce fossil fuel emissions and total energy use and to improve energy efficiency in the transportation, and/or building, and/or other sectors. The Subrecipient should be able to document improved energy efficiency, a reduction of greenhouse gas emissions, a reduction of total energy use, and/or the creation or retention of jobs.

2.1 The work to be performed under this Agreement is set forth in the attached Appendix A.

2.2 The items set forth above shall be in sufficient detail to provide a sound basis for the Recipient effectively to monitor performance under this Agreement.

2.3 Appendix B is the Budget. The Subrecipient agrees that all funds shown in the Budget are to be spent as detailed in the Budget. Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but the Subrecipient must provide notice to the Recipient, who will notify the Grantor Grant Administrator. Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grantor Grant Administrator. A formal grant amendment must be signed by the Grantor, Recipient and Subrecipient.

Section 3 Competitive Bidding

3.1 The Subrecipient agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Subrecipient agrees to obtain the written approval of the Grantor Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.2 The Subrecipient agrees to accept the Recipients procurement procedures, which provide for competitive bidding, identified in Appendix C. The Recipient will release all Request for Proposals (RFPs) for the Work outlined in Appendix A and B. The Subrecipient and Recipient will establish a review committee to review all RFPs and make a selection for the Contractors. The Contractor selection will receive final approval from the Recipients City Council. The results of the selection will be presented to the Subrecipient's Boards and Councils.

3.3 All Contractor contracts will be held by the Recipient. All payment for services rendered from these contracts will be responsibility of the Subrecipient as outlined in Section 4 below. All Contractor contracts will include ensure federal and reporting compliance identified in this Agreement.

3.4 All Contractors selected will be required to adhere to all Subrecipient permitting, inspection and construction procures.

Section 4 Payment Schedule and Terms

4.0 The EECBG Multi-Purpose Grant is a reimbursable grant. The Subrecipient must pay for all services outlined in Appendix A and B and request reimbursement from the Recipient, who will request reimbursement from Grantor. The Subrecipient request submission must indicate grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be submitted and maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grantor Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the State of Michigan shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete Agreement for goods or services, whichever is later.

4.1 The Recipient will hold all contracts with the Contractors and Vendors completing the work for the Subrecipients, as identified in Section 3. This Agreement will serve as the mechanism for the Subrecipients to pay for all work completed by the Contractors and Vendors, pursuant to the Work performed in Appendix A and B.

4.2 All reimbursement requests will be submitted to the Recipient, who will request reimbursement from the Grantor. All reimbursement payments will be electronically dispersed to the Subrecipient within 10 days of receipt from the Grantor.

Section 5 Monitoring and Reporting Program Performance

5.0 The Subrecipient shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

5.1 The Subrecipient shall submit to the Grant Administrator **quarterly** performance reports that briefly present the following information:

- A. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
- B. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
- C. Statement concerning any significant deviation from previously agreed-upon Statement of Work.

5.2 The Subrecipient shall submit ARRA Fiscal Reporting **quarterly** in accordance with Appendix D.

5.3 A Final Report is required of the Recipient. The Recipient must submit a draft electronic copy of the final report no later than March 2, 2011 for review by the Grantor Grant Administrator. After the Grant Administrator has determined the completeness and factual accuracy of the report, the Recipient shall submit 1 final electronic copy of the report to the Grantor Grant Administrator.

The Subrecipient will assist the Recipient with completing the final report by providing the following information specific to their project outlined in Appendix A:

- A. A summary of the project implementation plan and any deviations from the original project as proposed.
- B. Accomplishments and problems experienced while carrying out the project activities.
- C. Coordinated efforts with other organizations to complete the project.
- D. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
- E. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
- F. Any experience in applying the project products and anticipated "next steps".

- G. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

Section 6

Accounting, Records and Audits

6.1 The Subrecipient shall maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of OMB Circular A-87 and the provisions of 24 CFR Part 85 as modified by 24 CFR 570.502(a). All records shall be maintained for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

6.2 The Recipient shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants, or agents rendering services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any Agreement it has with a consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records, and the results of any such audit without penalty or interest.

6.3 The Subrecipient agrees that the Grantor may, upon 24-hour notice, perform an audit and/or monitoring review at Subrecipient location(s) to determine if the Subrecipient is complying with the requirements of the Agreement. The Subrecipient agrees to cooperate with the Grantor during the audit and or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

If the Subrecipient is a governmental or non-profit organization and expends the minimum level specified in OMB Circular A-133 (\$500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then Subrecipient is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

If the Subrecipient is a commercial or for profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in Office of Management and Budget (OMB) Circular A-133 (\$500,000 as of June 27, 2003), then the Subrecipient must have either an organization-wide audit conducted in accordance with A-133 or a program specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the Grantor within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the Subrecipient's fiscal year.

Section 7
Program Income

7.1 To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Recipient, who will remit to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grantor Grant Administrator.

Section 8
Share-in-savings

8.0 The Grantor expects to share in any cost savings realized by the Recipient. Therefore, final Subrecipient reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grantor Grant Administrator.

Section 9
Order of Spending

9.0 Unless otherwise required, Subrecipient shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Subrecipient is responsible for securing any required matching funds from sources other than the State.

Section 10
Purchase of Equipment

10.0 The purchase of equipment not specifically listed in the Budget, Appendix B, must have prior written approval of the Grantor Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Subrecipient unless otherwise specified at the time of approval.

Section 11
Intellectual Property

11.0 The Subrecipient grants to the Recipient and Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

11.1 The Grantor may modify the Deliverable and may combine the Deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Deliverable other than those granted in this Agreement.

11.2 The Grantor may copy each Deliverable to multiple hard drives or networks unless otherwise agreed by the parties. The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

11.3 In the event that the Subrecipient shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

Section 12 Safety and Insurance

12.0 The Subrecipient, all contractors, and subcontractors are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Subrecipient, contractors, and every subcontractor are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Subrecipient, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

12.1 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance:

- A. Workers' Compensation Insurance which meets Michigan statutory requirements.
- B. Comprehensive General Liability Insurance with minimum limits of bodily injury of \$500,000 each person and \$1,000,000 aggregate and with minimum limits for property damage of \$500,000 each occurrence and \$1,000,000 aggregate.
- C. Comprehensive Automobile Liability (including hired and non owned vehicles) with minimum limits for bodily injury of \$500,000 each person and \$1,000,000 each accident and with minimum limits for property damage of \$500,000 each accident.

12.2 If, during the term of this Agreement, changed conditions or other pertinent factors, should in the reasonable judgement of the Recipient, render inadequate the insurance limits, the Subrecipient will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. All such insurance shall be effected at the Sub reCipient's expense, under valid and enforceable policies, issued by Michigan insurers of recognized responsibility which are well-rated by national rating organizations.

12.3 Insurance policies shall name the Subrecipient as the insured, and shall not be canceled or materially changed without at least thirty (30) days prior notice from the Subrecipient to the Recipient. Certificates evidencing such insurance shall be submitted to the Risk Management

Division at the time the Subrecipient executes the Agreement, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 13 Indemnification

13.0 The Subrecipient agrees to save harmless the Recipient against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated, (directly or indirectly) or subsidiary to the subrecipient now existing, or hereafter created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the subrecipient, or any of its associates to perform its obligations either implied or expressed under this Agreement.

13.1 The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that the employees or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees and associates pursuant to the subrecipients performance under this Agreement.

13.2 For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the City of Riverview and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents and employees.

13.3 The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent Agreementor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a Agreement for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subAgreementor or employee as a result of the performance of this Agreement. No relationship, other than that of independent Agreementor shall be implied between the parties, or either party's agent, employee, or Agreementor. The subAgreementor agrees to hold the Recipient harmless from any such claims, and any related costs or expenses.

Section 14 Compliance with Federal Laws and Regulations

14.0 Subrecipient shall carry out each activity in compliance with all Federal, State & and local laws and regulations. Please refer to Appendix D for specific Federal and State requirements of the EECBG Multi-Purpose Grant.

Section 15
Non-Discrimination

15.0 In the performance of the Agreement, Subrecipient agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Subrecipient further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Agreement.

Section 16
Unfair Labor Practices

16.0 Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the State shall not award a grant or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Subrecipient, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Agreement if, subsequent to award of the Agreement, the name of Grantor as an employer or the name of the subcontractor, manufacturer or supplier of Grantor appears in the register.

Section 17
Suspension and Termination

17.0 Subrecipient agrees if it materially fails to comply with any term of this Subrecipient Agreement, or any award or grant it receives, said grant or award may be suspended or terminated by Recipient.

Section 18
Amendment

18.0 This Agreement may be amended by written agreements signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing and approved by the Grantor Grant Administrator

Section 19
Assignment and SubAgreement

19.0 The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in anyone instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

19.1 None of the services covered by this Agreement shall be subAgreement without the prior written approval of the Recipient. Such approval shall not constitute a basis for privity between the Recipient and the Subrecipient. The Subrecipient agrees to indemnify and hold the Recipient harmless from any such claims initiated pursuant to any subAgreements it enters into in performance of this Agreement.

19.2 This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent of the law.

Section 20
Conflict of Interest

20.0 The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient hereunder.

20.1 The Subrecipient also warrants that it will not and has not employed any City of Riverview employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

Section 21
Notices

21.0 All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:
Planning Office
120 East First Street
Monroe, MI 48161
Attention: Matt Wallace

If to the Recipient:
Finance Department
14100 Civic Park Drive
Riverview, Michigan 48193
Attention: Douglas Drysdale, Director

21.1 All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

21.2 Notwithstanding the requirement above as to the use of first-class mail, termination notices, and change of address notices, shall be sent by registered or certified mail, postage prepaid, return receipt requested.

Section 22 Severability of Provisions

22.0 If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 23 Litigation Jurisdiction

23.0 This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees, consents and submits to the personal jurisdiction of any competent court in City of Riverview, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the City of Riverview, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 24 Authorization and Capability

24.0 Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that it is ready and capable to perform its obligations. Each party

further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

24.1 This Agreement is effective only upon review and approval by the City of Riverview Board of Commissioners.

Section 25
Signature

25.0 The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the date first above written.

CITY OF RIVERVIEW

By: _____
Tim Durand
Its: Mayor
CITY OF RIVERVIEW

Date: _____

CITY OF MONROE

By: _____
Robert E. Clark
Its: Mayor
CITY OF MONROE

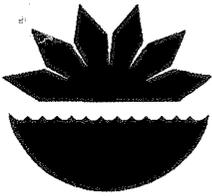
Appendix A
Scope of Work

Appendix B
Budget

Appendix C
Riverview Competitive Bidding Procedures

Appendix D
General Provisions

Appendix E
ARRA Reporting



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Director of Economic and Community Development Confirmation of Appointment

DISCUSSION: A committee consisting of the following persons screened credentials and interviewed candidates for the position of Director of Economic and Community Development:

- Don Lieto, Monroe Bank and Trust (local business and finance background)
- Barry Kinsey, Monroe County Community College (workforce and economic development background)
- Jeff Hensley, Detroit Edison (business/utility sector management and Personnel Committee background)
- Robert Bruner, Ferndale City Manager (community development and local government management background)
- Peggy Howard, Monroe Human Resource Director
- George Brown, Monroe City Manager

Committee members screened the credentials of about 15 qualifying applicants (over 65 applications were received by Human Resources) with five selected for interviews. Committee members conducted the interviews, afterwards providing feedback and advice regarding their views of the candidates' qualifications and fit with the needs of the City. That feedback was considered to select and invite two of those candidates to separate ½ day sessions, where they were involved with several informal small-group gatherings with a few members of the Downtown Development Authority (DDA), Port of Monroe, Brownfield Redevelopment Authority (BRA), City Council and staff.

Considering the experience, education, input from references, and the input from those involved with the screening process described above, I am proposing to appoint Daniel E. Swallow as the Director of Economic and Community Development for the City of Monroe. Dan is currently the Director of Community Development with Van Buren Charter Township. He has pursued a diverse education and has held both private and public sector positions that will contribute to his ability to help us tackle many of the economic and community development challenges we face. He also displayed an interest and understanding of the value of small-city neighborhoods, downtowns and the special quality of life that cities like Monroe can offer. From the input we have received from his references and others who know and have worked with Dan, we've become informed that he takes initiative, is a consultive team-player, displays a high degree of professionalism and respects the policy setting role of elected leaders. The credentials submitted by Dan are attached.

As you know, you (the Mayor and Council) have identified "Enhance Economic and Community Development Initiatives" as one of your highest-priority goals. The objectives you've identified include taking actions to:

- Develop of comprehensive economic development and redevelopment strategies and action plans
- Re-centralize development leadership to coordinate and implement strategies and action plans
- Stabilize fragile and vulnerable neighborhoods through focused and consistent ordinance enforcement
- Integrate tourism, downtown initiatives and historical assets, especially the National Park Battlefield, into development efforts

The appointment of Dan to this position along with much of the initiative he will be taking early in his tenure, is intended to be some of the significant steps toward better coordinated, additional progress on those objectives. You will recall that the DDA, Port and BRA were asked to partner with the Mayor and Council in the provision of funding for this position. The budgeted annual commitments toward funding this position from each of the partners includes: \$20,000 DDA, \$42,000 Port (through a millage re-allocation), \$13,000 BRA and about \$27,600 from the General Fund.

I am respectfully requesting that the Mayor and City Council confirm my appointment of Daniel E. Swallow as Director of Economic and Community Development for the City of Monroe.

CITY MANAGER RECOMMENDATION:

- For *D. Swallow*
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

APPROVAL DEADLINE: December 6, 2010

REASON FOR DEADLINE: Enables Dan Swallow to provide notice and begin his tenure with Monroe near the first of the year.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: George A. Brown, City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: DDA, Port, BRA, Planning, Building & Safety, Recreation

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 102,677
Cost of This Project Approval	\$ 102,677*
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

Cost listed is total cost. Net effect to General Fund is less contributions listed in text of fact sheet.

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
General Fund	Zoning Enforcement Budget	\$ 12,835
General Fund	Community Development/Planning Budget	\$ 77,007
General Fund	Recreation Budget	\$ 12,835
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: George A. Brown, City Manager

DATE: 12/1/2010

REVIEWED BY: N/A

DATE: N/A

COUNCIL MEETING DATE: December 6, 2010

Daniel E. Swallow, AICP

July 12, 2010

Monroe City Human Resources
120 E. First Street
Monroe, MI 48161

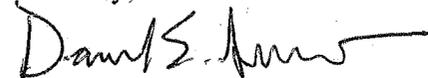
RE: Director of Economic and Community Development

I have real-world experience in economic development including recent success in recruitment of General Electric's Midwest Advanced Manufacturing and Software and Technology Center (AMSTC) to Van Buren Township. My seven year tenure at the Township has been highlighted by achievements such as a major update to the master plan, drafting of new ordinances, GIS program development and management, and planning and development of a LEED certified corporate headquarters (Visteon Village). I have been rewarded with regular promotions, which provides me with diverse experience in the planning, economic development, building and environmental fields.

I am actively involved in a regional economic development effort centered on the Detroit Metropolitan and Willow Run airports. The Detroit Region Aerotropolis is a nine community effort designed to promote the airports as an economic development engine and attract out-of-state businesses to locate in the region. I currently serve as the staff representative for Van Buren and have participated in the planning and legislative efforts to launch the organization. Working with prospective companies in finding a suitable development sites, guiding them through the approvals process, and matching their needs with available incentives is my particular area of expertise.

I am currently completing the Capstone project for my Masters in Public Administration, which explores the benefits of close inter-governmental cooperation in economic development. With completion of this degree pending, I am ready to move on to new challenges. I view the City of Monroe position as an opportunity to share and expand on my experience. Having lived in Monroe for three years, I miss the old-town feel, concerts in the park, access to the lake, easy commuting on I-75/275 and other amenities the community offers. I believe the amenities that I enjoy can also serve to attract new investment in the City. I am confident my professional skills would provide powerful resource in moving Monroe's economic development plans forward by providing fresh ideas and valuable experience to the community.

Sincerely,



Daniel E. Swallow

DANIEL E. SWALLOW, AICP

Home Address:

Work Address:

OBJECTIVE

To obtain a position in economic development and community planning for a progressive community, utilizing my specialized education, work experience and exceptional communication skills.

EDUCATION

Eastern Michigan University

Degree: MPA- Master of Public Administration (August 2010)

Land Planning & Development Concentration

Pi Alpha Alpha Honor Society

3.9 (4.0) GPA

Ypsilanti, Michigan

Central Michigan University

Program: Biology with Freshwater Biology Concentration

53 Hours Masters Level Coursework (Non-Thesis: December 1997)

3.6 (4.0) GPA

Mount Pleasant, Michigan

Miami University

Degree: Bachelor of Arts in Zoology (May 1994)

Oxford, Ohio

SPECIALIZED COURSE WORK

Public Budget Administration

Public Personnel Administration

Form Based Codes (FBCI)

Geographic Information Systems

Urban & Regional Planning

Zoning

WORK EXPERIENCE

Charter Township of Van Buren (Population: 27,377)

June 2002 – present

Van Buren Township, Michigan

Director of Planning & Economic Development (*January 2009 – present*): Manage the Developmental Services Department consisting of Building, Planning, Ordinance Enforcement and Environmental Divisions. Supervise a staff of six (6) FTE's consisting of zoning administrator, building officials, code enforcement officers and clerical staff. Prepare and implement annual budget including development of goals and objectives, cost of service analysis and performance monitoring. Carry out economic development activities including strategic recruitment, business retention, and tax incentive policy development. Recent accomplishments include recruitment of General Electric's Midwest Advanced Manufacturing and Technology Center with \$100 million investment and 1,200 new jobs.

Deputy Director of Planning & Economic Development (*July 2006- January 2009*): Controlled site plan review and approval process from application to approval of Planning Commission agendas. Recommended and drafted zoning and general ordinance amendments in response to community needs. Managed contracts with the Township professional planning and engineering consultants. Prepared Comprehensive Plan updates including oversight of public input process and development of new zoning recommendations. Administered the Township's Community Development Block Grant (CDBG) funds including preparation of annual applications and project reporting. Directed Township environmental matters as described in the "Environmental Director" position below.

Environmental Director (*June 2002- June 2006*): Completed compliance monitoring and reporting on environmental matters including solid waste and recycling programs, NPDES storm water permit, and local business regulatory compliance. Monitored air and water quality within jurisdictional boundaries in concert with federal, state and county health/water quality departments. Managed sampling programs and maintained records of surface water quality and ground water monitoring around sensitive sites. Assisted the Planning Department in reviewing site plans for compliance with storm water standards, woodland ordinance, and other Township objectives such as wetland protection and open space preservation. Coordinated the Township's Geographic Information System (GIS), including working with other departments, agencies and consultants in the management of data, staff and relevant activities. Served as Township representative for all watershed management proceedings including writing long-range protection plans.

TMACOG- Toledo Metropolitan Area Council of Governments
Toledo, Ohio

September 1999 – June 2002

Environmental Planner: Coordinated water quality improvement projects for five (5) county planning area. Directed a storm water management coalition of local governments. Drafted model storm water Best Management Practices (BMP's) design manual. Conducted a feasibility study for a regional storm water management district/utility. Provided staff support for the Portage River Basin Council with multiple action committees. Wrote successful grant applications in excess of \$325,000 for implementation of water quality BMP's. Administered budgets and professional services contracts for multiple projects simultaneously.

The Wyatt Group- Southern Natural Gas (Primary Client)
Huntsville, Alabama

April 1999 – September 1999

Environmental Inspector: Ensured compliance with environmental regulations, including federal, state, and local permits. Communicated non-compliance to construction contractors and ordered remedial action. Conducted biological surveys, including wetland delineations and endangered species habitat identification. Interfaced with project personnel concerning environmental issues. Completed wetland delineations and endangered species habitat surveys.

BHE Environmental, Inc.- Northern Border Pipeline (Primary Client)
Davenport, Iowa

March 1998 – Jan. 1999

Environmental/Agricultural Inspector: Verified compliance with environmental permit requirements, in particular NPDES discharge permits. Supervised implementation and maintenance of Best Management Practices (BMPs) for storm water pollution prevention. Directed agricultural mitigation efforts with special attention to topsoil conservation.

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Planners (AICP), Membership #022401
Alliance of Rouge Communities (ARC), Executive Committee
Huron River Watershed Council (HRWC), Board Member
Michigan Water and Environment Association (MWEA)
Southeast Michigan Land Conservancy (SMLC)

SPECIAL SKILLS

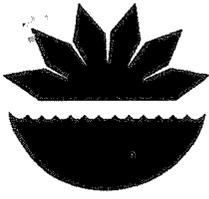
Computer:	GIS (ArcGIS 9.3) Microsoft Word	GPS (Trimble) Microsoft Excel	Adobe PageMaker & Photo Microsoft PowerPoint
Technical:	Budgeting; Personnel management in a Union environment; Development site plan review; Statistics and experimental design; Storm water BMP evaluation and selection; Wetland delineation; Aquatic vascular plant, macroinvertebrate, and freshwater algae taxonomy; and Aquatic ecosystems management techniques.		

REFERENCES

Mr. Bryce Kelley
Development Officer
Wayne County Economic Development Growth Engine (EDGE)

Ms. Cindy C. King
Human Resources Director
City of Westland

Mr. Kurt Erichsen, PE
Vice President of Environmental Planning
Toledo Metropolitan Area Council of Governments (TMACOG)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Director of Economic and Community Development Employment Agreement

DISCUSSION: Attached you will find a copy of an agreement that outlines the proposed terms and conditions of Daniel E. Swallow's appointment and employment as Director of Economic and Community Development for the City of Monroe. Dan has reviewed this agreement and has accepted the offer of appointment and employment, subject to the terms of this proposed agreement. The City Attorney has also provided input and content to the proposed agreement and approved it in form. You will note that among the terms contained in this proposed agreement are two that provide some financial incentive for Dan to establish his primary residence within the City of Monroe.

I am respectfully requesting that the Mayor and City Council approve the accompanying employment agreement with Daniel E. Swallow and authorize the City Manager to sign it on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 6, 2010

REASON FOR DEADLINE: Enables Dan Swallow to provide notice and begin his tenure with Monroe near the first of the year.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: George A. Brown, City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: DDA, Port, BRA, Planning, Building & Safety, Recreation

FINANCES

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

See agenda item 267 for the financial details relating to the appointment and employment

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

Budget Approval: _____

FACT SHEET PREPARED BY: George A. Brown, City Manager

DATE: 12/1/2010

REVIEWED BY: N/A

DATE: N/A

COUNCIL MEETING DATE: December 6, 2010

**EMPLOYMENT AGREEMENT FOR THE
DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT
OF THE CITY OF MONROE, MICHIGAN**

THIS AGREEMENT is made this _____ day of _____, 2010, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," by and through its City Manager, and Daniel E. Swallow, hereinafter referred to as "Employee," and sets forth the employment agreement of the parties as follows:

1. **Term:** The City hereby employs and the Employee accepts employment as Director of Economic and Community Development for an indefinite term beginning _____.

2. **Duties and Responsibilities:** The duties and responsibilities of Director of Economic and Community Development shall be as described in the currently existing job description, and as otherwise may be assigned, directed and/or modified by the City Manager, City Council, and/or the City Charter and Ordinances of the City of Monroe.

3. **Compensation:**

(a) For all services rendered by the Employee under this Agreement, the City hereby agrees to pay the Employee an annual salary of \$75,000 per annum, which shall be payable in installments at the same time as other employees of the City are paid. After one (1) year of employment, with satisfactory job performance as determined by the City Manager, and attainment of the goals and objectives mutually agreed upon by the City Manager and the Employee, the Employee's annual salary shall be adjusted to \$78,000 per annum, or \$80,000 per annum if the Employee has established and continues to maintain his primary residence within the City of Monroe.

(b) In addition, the City Manager agrees to review and adjust the Employee's base salary in such amounts and to such an extent as the City Manager shall determine desirable on the basis of his performance and salary review annually, on the same schedule that salary review and adjustments are made for other City Department Heads. The performance review and evaluation should be positive in nature and should be discussed with the Employee so as to give him the opportunity to improve his abilities and service to the City.

4. **Residency:** The Employee shall establish his residency within twenty (20) miles of the City within one year of the date of his employment and maintain residency within that distance during the term of his employment with the City.

5. **Professional Liability Insurance:** The City will continue to maintain for the duration of this agreement, and at current levels of coverage, its public officials liability insurance to protect and defend the Employee against any and all claims or actions that may arise from any litigation and/or claims resulting from performance of his official duties. The City will provide reasonable access on a periodic basis to said insurance policy for the Employee's review.

6. **Professional Development:**

(a) The City Manager recognizes his obligation to the professional development of the Employee, and agrees the Employee shall be given adequate opportunities to develop his skills and abilities as Director of Economic and Community Development; and the Employee agrees to participate in the professional development activities, provided such participation does not consume a disproportionate amount of time and contribute to a failure on the part of Employee to discharge his duties as determined by the City Manager.

(b) The City Manager also agrees to budget (subject to City Council approval) and pay for travel and subsistence expense of the Employee for short courses, institutes and seminars that are necessary for professional development and for the good of the City. The City Manager may establish limits on the number and frequency of such activities and on the maximum amount of reimbursement per activity. The Employee shall attend such activities as directed by the City Manager as part of his employment.

(c) The City agrees to pay the professional dues and subscriptions of the Employee, which the City Manager determines are appropriate and necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, advancement and for the good of the City.

7. **Employee Benefits:**

(a) The Employee shall be entitled to the medical, prescription drug, dental, life insurance, sick leave, vacation leave, personal leave, long-term disability benefits, retiree health care savings program and pension benefits that are provided for newly appointed non-union, department head level, City employees.

(b) For the purpose of computing vacation leave allowance only, on the first anniversary of employment the Employee will be credited with vacation leave time equivalent to a non-union, appointed department-head level employee who has ten (10) years of service/seniority (i.e. 112.5 hrs/15 days). For vacation purposes/only, recognized equivalent-seniority would continue to accrue from that point for subsequent anniversaries, e.g. 2nd-anniversary @ 11 yrs, 3rd-anniversary @ 12 yrs, etc. For the purpose of providing the Employee with the time needed to attend to personal business, previously scheduled family vacations and activities associated with his change of employment, the Employee shall be credited with ten (10) days paid vacation leave at the start of his employment with the City.

8. **Relocation Expenses:** The City agrees to pay the actual, documented expenses, not to exceed Three Thousand Dollars (\$3,000), of moving the Employee's household goods from his current address/residence to an address/residence within the corporate boundaries of the City of Monroe, in order to encourage and help facilitate his establishment of residency within the City of Monroe. Such expenses, when paid by the City, shall be evidenced by a promissory note, in a form satisfactory to the City, signed by Employee providing that the expenses will be reimbursed by the Employee to the City on a pro rata basis in the event the Employee resigns pursuant to

Paragraphs 9 and 11 or moves out of the City within 3 years after assuming residency within the City. There will be no interest and after three years of continuous residency and employment there will no reimbursement requirement. Further, there will be no reimbursement requirement should employment be terminated by the City pursuant to Paragraphs 9 and 10 of the Agreement.

9. **Termination:** The Employee shall serve at the pleasure of the City Manager and subject to the terms of Paragraph 11.

10. **Severance Payment:**

(a) In the event that the City Manager exercises his right to terminate the employment of Employee for reasons other than "just cause," and Employee is willing and able to perform the duties of Director of Economic and Community Development, subject to the provisions hereafter provided, the City shall continue to provide the Employee with health insurance benefits for a period of three (3) months and salary in an amount equal to 25% of his total annual City salary. Said salary shall, however, be paid biweekly over a three (3) month period or until the Employee obtains other full time employment, whichever occurs first, at which time the payments and health insurance benefits shall cease. The salary payments shall be payable in a manner established for regular salary payments.

(b) The severance pay described above shall be in lieu of any and all other payments or causes of action available to the Employee pursuant to this agreement and/or under federal, state or common law. Thus, as a condition precedent to receipt of said payment, the Employee shall execute a Release and Severance Agreement in the form attached hereto as Exhibit A ("Release") and not exercise his revocation right. Further, it is understood and agreed that if Employee is terminated for reasons constituting just cause, Employee shall not be entitled to any of the above benefits.

(c) For purposes of this Agreement, the termination of the Employee's employment shall be deemed to have been for "just cause:" (i) if termination of his employment shall have been the result of the Employee's willfully engaging in dishonest or fraudulent actions; or (ii) if the Employee is convicted of or pleads guilty or no contest to a felony or other crime of moral turpitude; or (iii) if there has been a willful or repeated failure by the Employee to perform his duties or to comply with the directives of the Monroe City Manager or the provisions of this Agreement; or (iv) if the Employee engages in conduct (act or omission) that is materially injurious to the City or materially impairs Employee's ability to perform his duties; or (v) Employee has committed a breach of fiduciary duty involving personal profit to the Employee.

11. **Voluntary Resignation:** In the event the City Manager has not given the Employee notice of intent to terminate his employment and the Employee desires to voluntarily resign, the Employee must give the City Manager at least thirty (30) days notice of resignation unless both parties mutually agree that shorter notice is acceptable. If the Employee provides less than the required thirty (30) day notice, without mutual agreement by both parties, the Employee shall forfeit payment of accumulated vacation leave in an amount equivalent to the number of days by which the notice is less than thirty (30) days.

12. **City's Authority:** Employee agrees to observe and comply with the rules and regulations of the City, as adopted by the City Manager, either orally or in writing, respecting the performance of the Employee's duties, and to carry out and to perform orders, directions and policies announced to the Employee by the City Manager, from time to time, either orally or in writing, as is consistent with City ordinances and the laws of the State of Michigan.

13. **Prior Agreements:** All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Employee by the City, are hereby terminated and shall hereafter be of no force or effect whatsoever.

14. **Governing Law and Venue:** In view of the fact that the City is a municipal corporation of the State of Michigan, it is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan. Any claim, controversy or dispute between the parties to this Agreement, including claims arising out of or relating to this Agreement, or the breach, performance, termination, enforceability or validity thereof, as well as any and all claims under state or federal law, including, without limitation and by way of example, state or federal anti-discrimination statutes, shall be brought in the Circuit Court for the County of Monroe, Michigan.

15. **Limitation of Action:** Employee also understands and agrees that any claim, suit, action, or other proceeding arising out of Employee's employment, this Agreement, or the termination of Employee's employment, including, without limitation claims arising under state or federal civil rights statutes, must be brought or asserted by Employee within one hundred and eighty (180) days of the event or occurrence giving rise to the claim. Claims not brought within this time will be forever barred. Employee expressly waives any longer statute or other period of limitations to the contrary.

16. **Entire Agreement:** This Agreement contains the entire Agreement and understanding by and between the City Manager and Employee with respect to the employment of the Employee, and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound. No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

17. **Prohibition Against Assignment:** Employee agrees on behalf of himself and his executors, Managers, heirs, legatees, distributees and any other person or persons claiming any benefit under him by virtue of this Agreement, that this Agreement and the rights, interest and benefits hereunder shall not be assigned, transferred or pledged in any way.

18. **Severability of Invalid Provision:** The provisions of this Agreement shall be deemed severable, the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of other provisions. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

The City hereby employs Employee, and the Employee hereby accepts employment, upon and subject to the terms and conditions herein set forth.

The City Manager does affirm and acknowledge that the above Agreement has been executed under the authority of his position, as conveyed by the City Charter, with the knowledge of the Monroe City Council and with review by the Monroe City Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals upon this _____ day of _____ 2010.

EMPLOYEE

CITY OF MONROE, MICHIGAN

By: _____
Daniel E. Swallow

By: _____
George A. Brown, City Manager

WITNESSED:

REVIEWED FOR FORM:

Thomas D. Ready, City Attorney

EXHIBIT A

RELEASE AND SEVERANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between _____ (the "Employee") and the City of Monroe, a Municipal Corporation of the State of Michigan (the "City").

RECITALS

- A. Employee's employment has terminated effective _____, 20__.
- B. Employee has been given the opportunity to review this Agreement, to consult with legal counsel, and to ascertain his rights and remedies.
- C. Employee and the City entered into an Employment Agreement dated _____, 20__, whereby Employee would be paid Severance Pay under certain circumstances.
- D. As a condition of receiving this Severance Pay, Employee agreed to execute this Agreement.
- E. Employee and the City, without any admission of liability, desire to settle with finality, compromise, dispose of, and release any and all claims and demands asserted or which could be asserted arising out of Employee's employment at and separation from the City.

In consideration of the foregoing and of the promises and mutual covenants contained herein, it is hereby agreed between Employee and the City as follows:

AGREEMENT

1. In exchange for the good and valuable consideration set forth in this Agreement and in Section 10 of the Employment Agreement, Employee hereby releases, waives and discharges any and all manner of action, causes of action, claims, rights, charges, suits, damages, debts, demands, obligations, attorneys fees, and any and all other liabilities or claims of whatsoever nature, whether in law or in equity, known or unknown, including, but not limited to, any claim and/or claim of damages or other relief for tort, breach of contract, personal injury, negligence, age discrimination under The Age Discrimination In Employment Act of 1967 (as amended), employment discrimination prohibited by other federal, state or local laws including sex, race, national origin, marital status, age, handicap, height, weight, or religious discrimination, and any other claims, which Employee has claimed or may claim or could claim in any local, state or federal or other forum, against the City and its elected and/or appointed officials, officers, employees, agents, attorneys, successors and assigns or any claim and/or claim of damages or other relief, in any other capacity, as a result of any acts or omissions by the City or any of its elected and/or appointed officials, officers, employees, agents, attorneys, successors or assigns which occurred prior to the date of this Agreement.

2. Employee covenants and agrees that he shall never commence or prosecute, or knowingly encourage, promote, assist or participate in any way, except as required by law, in the commencement or prosecution, of any claim, demand, action, cause of action or suit of any nature whatsoever against the City or any of the other persons and parties released at paragraph 1 of this Agreement.

3. Employee further agrees that he has read this Agreement carefully and understands all of its terms.

4. Employee understands and agrees that he was advised to consult with an attorney prior to executing this Agreement.

5. Employee understands and agrees that he has been given twenty-one (21) days within which to consider this Agreement.

6. Employee understands and agrees that he may revoke this Agreement for a period of seven (7) calendar days following the execution of this Agreement (the "Revocation Period"). This Agreement is not effective until this revocation period has expired. Employee understands that any revocation, to be effective, must be in writing and either (a) postmarked within seven (7) days of execution of this Agreement and addressed to the City Manager of the City of Monroe, Michigan, or (b) hand delivered within seven (7) days of execution of this Agreement to the City Manager for the City of Monroe, Michigan. Employee understands that if revocation is made by mail, mailing by certified mail, return receipt requested, is recommended to show proof of mailing.

7. In agreeing to sign this Agreement, Employee is doing so completely voluntarily and of his own free-will and without any encouragement or pressure from the City and agrees that in doing so he has not relied on any oral statements or explanations made by the City or its representatives.

8. Both parties agree not to disclose the terms of this Agreement to any third party, except as is required by law, or as is necessary for purposes of securing counsel from either parties' attorneys or accountants.

9. This Agreement shall not be construed as an admission of wrongdoing by the City.

10. Any modification of this Agreement must be made in writing and signed by Employee and the City Manager for the City of Monroe, Michigan.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. In the event any provision of this Agreement or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, then such

provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

13. If there is a breach or threatened breach of the provisions of this Agreement, the City may, in addition to other available rights and remedies, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violation of, any of the provisions of this Agreement.

14. In the event that Employee violates the terms of this Agreement, in addition to other available rights and remedies, the City shall be released of all of its remaining obligations under the Employment Agreement and reimbursement of all money paid pursuant to Paragraph 10 of the EMPLOYMENT AGREEMENT.

The parties hereto have entered into this Agreement as of this ____ day of _____, _____.

CITY OF MONROE

By: _____

Its: _____

EMPLOYEE
